

Morgan Stanley Bank Asia Limited Instant Messaging Terms and Conditions

The following terms and conditions (the “**IM Terms**”) govern your use of a third-party instant messaging platform to communicate with any Morgan Stanley Company. These IM Terms apply to both you and to any other person who uses your mobile number(s) on our records to access or use the third-party instant messaging platform to communicate with us after you have accepted these IM Terms.

You understand that you will be liable for your own acts and omissions and the acts and omissions of any other person who accesses or uses the third-party instant messaging platform to communicate with us using your mobile number(s) on our records.

As used in these IM Terms, unless the context requires otherwise:

- the words “**you**”, “**your**” and “**yours**” mean:
 - you, as a client or prospective client (as the case may be) of a Morgan Stanley Company (or a person who has been authorized to act on behalf of a client or prospective client of a Morgan Stanley Company (as the case may be)); and
 - each other person who is authorized by you to communicate with us via a third-party instant messaging platform on your behalf at any time (“authorized person”);
- “**Morgan Stanley Companies**” means Morgan Stanley Bank Asia Limited or its Singapore branch and/or Morgan Stanley & Co. International plc (as the case may be), or any of their successors (and, where the context allows, any of their agents, delegates and brokers) and such other companies within the Morgan Stanley group of companies as may accede to the Customer Agreement in accordance with the Customer Agreement;
- the words “**we**”, “**our**” and “**us**” refer to the Morgan Stanley Companies;
- “**associated firms**” means all companies within the Morgan Stanley group of companies and each of their affiliates;
- a “**third-party instant messaging platform**” means WeChat, WhatsApp and any other third-party instant messaging platform which is approved by us and notified to you in writing from time to time; and
- “**Customer Agreement**” means the account agreements and other documentation that you have agreed to, or may be asked to agree to, between you and us governing the provision to you of products and services by us, other than the services covered by these IM Terms.

1. Your authorization

By agreeing to these IM Terms, you authorize us to communicate with you via a third-party instant messaging platform. You acknowledge that you may opt out of using a third-party instant messaging platform to communicate with us by contacting your Morgan Stanley investment representative and discontinuing such communication at any time.

You acknowledge and represent that you, and each authorized person on your behalf, are duly authorized to communicate with us via a third-party instant messaging platform. You accept that these IM Terms govern the use of a third-party instant messaging platform to communicate with us by each authorized person.

Until we receive written notice to the contrary, we are entitled to assume that each authorized person has full and unrestricted rights and authorities to access the information made available to you via a third-party instant messaging platform and to act for you and on your behalf in the same manner and with the same effect as you might or could act (including without limitation accepting applicable terms and conditions) and we are authorized to continue to communicate with each authorized person via a third-party instant messaging platform using the mobile number(s) of the relevant authorized person on our records and treat any actions taken by each authorized person as if they were taken by you. You acknowledge and agree that all companies within the Morgan Stanley group of companies and each of their affiliates, directors, officers, employees and agents will not in any way be liable for any loss howsoever suffered by you pursuant to your authorization for us to communicate with each authorized person via a third-party instant messaging platform (unless such loss arises from our negligence, wilful default or fraud), or for any loss to you occasioned by the actions of each authorized person; and such losses will be at your own risk.

You acknowledge that any electronic communication via a third-party instant messaging platform from your mobile number(s) on our records shall be deemed by us to have been made by you, regardless of whether the communication was actually made and sent by you.

2. Electronic communications via a third-party instant messaging platform

By agreeing to these IM Terms and accessing and using a third-party instant messaging platform to communicate with us, you are agreeing to: (a) access and view electronically the documents and information sent to you by instant messages via the third-party instant messaging platform; and (b) receive electronically all of the documents and information that are made available to you via the third-party instant messaging platform (together with the instant messages sent to you via the third-party instant messaging platform, "**IM Communications**").

All IM Communications are considered "in writing" and we may not issue paper copies or other durable forms of the IM Communications to you separately, unless we are required to do so under applicable laws and regulations.

You accept that proof of electronic transmission of an IM Communication via a third-party instant messaging platform using your mobile number(s) on our records will be sufficient proof of delivery. You will not rely on anyone to prompt you to check your third-party instant messaging platform using your mobile number(s) on our records.

You understand that, to receive IM Communications and important notifications on a timely basis via a third-party instant messaging platform, you must have internet access, an account with a third-party instant messaging platform (linked to your mobile number(s) on our records), a valid phone number capable of receiving SMS (if applicable), and the ability to download and maintain such other applications as we may specify for use in connection with your receipt of IM Communications via a third-party instant messaging platform. You agree to notify us promptly by contacting your Morgan Stanley investment representative of any change in your account with a third-party instant messaging platform, your mobile number(s) linked to any such account, and/or your ability to access the internet or to download and maintain such other applications as we may specify for use in connection with your receipt of IM Communications via a third-party instant messaging platform.

You must inform us by contacting your Morgan Stanley investment representative as soon as reasonably practicable if you become aware, or reasonably suspect, that you are unable to communicate with us via a third-party instant messaging platform. In this case, we and/or your Morgan Stanley investment representative will agree with you an appropriate channel for future communications.

While we do not charge for any electronic communications with us via a third-party instant messaging platform, other online subscription or access fees imposed by internet service providers or other third-parties may be applicable to your use of your mobile device and your access to the third-party instant messaging platform. We retain the right to charge a reasonable fee, which we will confirm at the time of your request, for any request to send you a hard copy of any documents that are made available to you via a third-party instant messaging platform.

Please note that electronic communications via a third-party instant messaging platform are hosted by the relevant third-party instant messaging platform provider and may not be available on the platform permanently. In addition, in the event of closure of your account(s) (if applicable), electronic communications with us via WeChat will no longer be available thereafter. As such, you are advised to retain copies of electronic communications with us via any third-party instant messaging platform for your own future reference from time to time.

You acknowledge and agree that any electronic communications via a third-party instant messaging platform may not be encrypted, secure, virus-free or successfully delivered to their intended recipient. You shall assume all risks that such communications may be intercepted, not received, delayed, corrupted or received by persons other than the intended recipient.

3. Usage scenarios

Subject to applicable laws and regulations, you acknowledge and agree that you can only communicate with us via a third-party instant messaging platform regarding the following specified matters:

- event and meeting arrangements;
- account opening and maintenance documents;
- product offering and marketing information;
- research information; and
- status of instructions.

You accept that we may not be licensed to do business in the jurisdiction in which you are based and therefore may be prohibited/restricted, and/or may be prohibited/restricted by other applicable laws and regulations, from communicating with you via a third-party instant messaging platform regarding some or all of the above specified matters; or may only be able to communicate with you via a third-party instant messaging platform regarding some or all of the above specified matters upon your prior request. Any electronic communication with us via a third-party instant messaging platform is only intended for our clients and prospective clients who are subject to prior eligibility assessment and approval.

You acknowledge and agree that you will not communicate with us, and will not require us to communicate with you, via a third-party instant messaging platform regarding/using any of the following:

- any matters other than the above specified matters. In particular, you must not use a third-party instant messaging platform to communicate instructions (including orders) in respect of any investment, transaction and/or account, fund transfer or payment requests or update of account information;
- voice or video calling function of any third-party instant messaging platform;
- emoticons, emojis, memojis, reactions, gifs, stickers, and/or other similar non-plain text functionalities available on any third-party instant messaging platform which may not be received by us and you agree that where required, we may request that you follow up with plain written text electronic communications via the third-party instant messaging platform; or
- any abusive, obscene, defamatory, offensive or false electronic communications; none of the above shall be accepted by us and we shall have no obligation to take any action.

You accept that certain features or functionality of a third-party instant messaging platform (whether existing or not at the time you agree to these IM Terms) may not be made available or supported when you communicate with us via the third-party instant messaging platform. You acknowledge and agree that we reserve the right to switch on and off any particular feature or functionality of a third-party instant messaging platform at any time in our sole discretion. Without limiting the generality of Clause 5, other than where caused by our negligence, wilful default or fraud, you agree that we do not take any liability or responsibility for any loss or damage that results from your inability to use any feature or functionality of a third-party instant messaging platform.

4. We monitor and retain copies of electronic communications

We reserve the right, to the extent required and/or permitted by applicable laws and regulations, to monitor electronic communications with us via a third-party instant messaging platform and to retain such electronic communications in a manner and at locations within our discretion. You understand and agree that, by engaging in electronic communications with us via a third-party instant messaging platform, you are expressly consenting to the recording of such electronic communications.

5. No liability for use of third-party instant messaging platform

Other than where caused by our negligence, wilful default or fraud, you agree that we do not take any liability or responsibility for any loss or damage that results from your use of a third-party instant messaging platform to communicate with us including but not limited to such communications having been intercepted, not received, or not acted upon. In particular, you agree that we shall not be liable for any of the following:

- the content, accuracy and completeness of any electronic communications via a third-party instant messaging platform;
- the ownership or right of use of any licensor of any software or application required for using or provided through a third-party instant messaging platform;
- any failure or problem in connection with the usage of a third-party instant messaging platform; or
- any loss or damage resulting from acts and omissions of any other person that gained access to your device or used your mobile number(s) on our records to communicate with us via a third-party instant messaging platform illegally or without your permission.

The benefits of this Clause apply to all companies within the Morgan Stanley group of companies and each of their affiliates, directors, officers, employees and agents.

6. Your responsibilities

You agree to comply with Clause 3 above and be responsible for any transmissions, instructions, authorizations, requests or other electronic communications via a third-party instant messaging platform attributable to you, whether entered by you, your authorized persons or by any other persons that have gained access to your device or used your mobile number(s) on our records to communicate with us via a third-party instant messaging platform, and any such electronic communication shall be deemed to be a duly signed writing of yours sufficient to bind you.

You acknowledge that the internet is not a secure network and that communications transmitted over the internet may be accessed by unauthorized or unintended third parties. You acknowledge that there are security concerns with the internet and that the privacy of communications, data and documents transmitted or displayed via the internet cannot be guaranteed. In particular, you acknowledge that communicating with us via a third-party instant messaging platform using a mobile device may entail certain specific risks such as (a) security vulnerabilities associated with mobile platforms, which may be different from those of personal computers; (b) the risk of malware or malicious applications that might potentially capture sensitive user information or mislead users into providing

sensitive user information; (c) the risk of loss or theft of mobile devices; and (d) the risk of a user's security awareness when using a mobile device being lower than when using a personal computer. You should observe any relevant security measures in a timely manner as may be specified by us and/or the relevant third-party instant messaging platform provider from time to time. Please also refer to the security advice provided by us and/or the relevant third-party instant messaging platform provider from time to time.

You agree to take reasonable steps and protection measures to keep your device used for communicating with us via a third-party instant messaging platform secure to prevent fraud. In particular, you acknowledge that you should: (i) not disclose your personal information to any persons failing to prove their identities or any doubtful third-party instant messaging platform, and not answer unsolicited messages or phone calls asking you to disclose any personal details, account numbers and/or passwords which should be kept secret at all times (in this regard, we would never contact you directly either by instant messages, emails or phone calls to ask you to disclose your passwords); (ii) not access a third-party instant messaging platform through public or shared devices; (iii) only access a third-party instant messaging platform by opening the application previously downloaded onto your personal device, rather than clicking on a link provided in any email; and (iv) ensure that your personal device is securely configured and that it is adequately protected from software viruses and malicious programs by installing a personal firewall, regularly updating your anti-virus software and using such updated software to remove spyware from your personal device.

When communicating with us via a third-party instant messaging platform, you will receive instant messages from the following:

- official verified account name (for WhatsApp)
 - Morgan Stanley Asia Wealth Management
- official verified phone numbers (for WhatsApp):
 - +852 5971 4795
 - +852 5972 4285
 - +852 6048 6903
 - +65 9723 3896
 - +65 8878 4785
 - +65 8878 3793
- official verified account name (for WeChat):
 - Morgan Stanley Asia Wealth Management

Scan QR code to follow our WeChat Official Account



If you have received or receive any instant messages from any other phone numbers or account names (as the case may be) purporting to be messages from us, please inform us by contacting your Morgan Stanley investment representative as soon as reasonably practicable and discontinue such communication and close the third-party instant messaging platform immediately.

You must also inform us by contacting your Morgan Stanley investment representative as soon as reasonably practicable after you find or believe that: (aa) your device used for communicating with us via a third-party instant messaging platform has been compromised, lost or stolen; (bb) unusual, suspicious or unauthorized transactions have been conducted over your accounts in connection with your communication with us via a third-party instant messaging platform; (cc) you have received a suspicious message, email, or phone call requesting for your personal details, account numbers and/or passwords; or (dd) any other actual or suspected security related incident has taken place (each a "**Security Incident**"). Failure to do so may result in you being liable for any losses arising from your failure to notify us.

Unless you act fraudulently or with gross negligence in respect of your communication with us via a third-party instant messaging platform (such as failing to safeguard properly your device used for communicating with us via a third-party instant messaging platform), you will not be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted over your accounts in connection with your communication with us via a third-party instant messaging platform, provided that you comply with your obligations in these IM Terms. You shall be liable for all losses suffered by you if you have acted fraudulently in respect of your communication with us via a third-party instant messaging platform, or if you have failed to comply with your obligations under these IM Terms.

You may also be held liable for all losses suffered by you if: (x) you have acted with gross negligence in respect of any communication with us via a third-party instant messaging platform (including cases where you knowingly allow

the use by others of your device or mobile number(s)); (y) you have failed to inform us as soon as reasonably practicable after you find or believe that a Security Incident has taken place; or (z) you have failed to follow the safeguards set out in this Clause if such failure has caused the losses.

If you breach any of your responsibilities as set out in these IM Terms, we may terminate and suspend all electronic communications with you via a third-party instant messaging platform in our sole discretion and without any prior notice or liability to you, without prejudice to any other rights or remedies we may have under these IM Terms, the Customer Agreement (if applicable) and/or applicable laws and regulations.

7. Third-party Terms

Your use of any third-party instant messaging platform to exchange electronic communications with us may be subject to such third party's terms of use and privacy policy ("**Third-party Terms**") under which you contract solely and independently. You agree to indemnify all companies within the Morgan Stanley group of companies and each of their affiliates, directors, employees and agents for any loss suffered as a result of your breach of any Third-party Terms. We do not endorse or guarantee the availability, quality or suitability of any third-party instant messaging platform.

Please note that any electronic communications with us via a third-party instant messaging platform may be (a) retained by the third-party instant messaging platform provider or disclosed by the third-party instant messaging platform provider to other parties in accordance with the Third-party Terms; and (b) shared with all companies within the Morgan Stanley group of companies and each of their affiliates and service providers who may be located outside the jurisdiction in which you are based. You hereby acknowledge and agree that any electronic communications with us (including personal data if applicable) via a third-party instant messaging platform may be transferred to a jurisdiction which may provide for a lower standard of protection of your information as compared to that of the jurisdiction in which you are based. If you are providing consent on behalf of any other person(s), you represent, warrant and confirm to us that you are acting on their instructions and acting under their express authorization.

8. Fees and charges

Except for the fees and charges applicable to your account(s) under the Customer Agreement (if applicable) and the fees and charges specified under Clause 2 above, we do not impose any other fees and charges for communicating with you via a third-party instant messaging platform. **9. Privacy policy, overseas transfer of data and direct marketing**

This Clause applies without prejudice to any other consent given to us or our associated firms by you, or the person on whose behalf you are authorized to act, under the Customer Agreement and/or other documents that you, or the person on whose behalf you are authorized to act, may have agreed to, or may be asked to agree to.

Our Privacy Policy: We shall collect, hold, store, disclose, process and/or transfer information about you, and the person on whose behalf you are authorized to act, which may constitute personal data ("**Your Personal Information**"), in accordance with our Privacy Policy, a copy of which may be accessed via this link: www.morganstanley.com/disclaimers/emea-privacy-policy. Please read and carefully consider the terms of our Privacy Policy. By using a third-party instant messaging platform for the purposes of communicating with us, you are, on behalf of yourself and/or each other person on whose behalf you are authorized to act, (a) acknowledging that you have read and understood our Privacy Policy; and (b) expressly consenting to our Privacy Policy.

Direct marketing: The following information is provided to you in accordance with the requirements of personal data protection laws applicable to you:

- a. we and our associated firms intend to use Your Personal Information in direct marketing via a third-party instant messaging platform and, in certain jurisdictions, this purpose may require your consent (including an indication of no objection and/or express consent). We require your express consent to provide Your Personal Information to our associated firms for use in direct marketing. We may receive money or other property in return for providing Your Personal Information to our associated firms;
- b. if there are any products or services that we or our associated firms believe may be of particular interest to you, whether issued or provided by us, our associated firms or third party issuers or providers (for example, a fund manager or insurance service provider not affiliated with us), then you may be contacted personally, either by us or our associated firms via a third-party instant messaging platform and you agree that we or our associated firms may contact you outside standard working hours or if you are travelling overseas;
- c. any of Your Personal Information, including your name, contact details, demographic data, address or email address, telephone number, facsimile number or mobile telephone number, may be used by us,

and provided to our associated firms for their use, in direct marketing via a third-party instant messaging platform;

- d. the following classes of services, products and subjects (whether issued or provided by us, our associated firms or third party issuers or providers) may be marketed by us or our associated firms via a third-party instant messaging platform: banking, lending, credit and related services, general investment and dealing services in any kind of investment, together with related research, advice, valuation, custody, clearing and settlement services; and
- e. if you do not wish us to use Your Personal Information, or provide to our associated firms Your Personal Information for their use, in direct marketing via a third-party instant messaging platform as described above, you may notify us at dataprotectionoffice@morganstanley.com any time or as directed in any marketing materials we or our associated firms send to you. Please note that if you do not wish us or our associated firms to contact you for such purposes, we or our associated firms may need to limit the range of products and services which we or our associated firms can offer to you or we or our associated firms may not be able to open or maintain certain accounts for you.

Overseas transfer of data: Without limiting the generality of our Privacy Policy and/or the Customer Agreement (as applicable), you acknowledge and agree that disclosures of Your Personal Information to us, our associated firms, and service providers, including in each case to and/or via a third-party instant messaging platform, can involve overseas storage and other overseas transfer, processing and use of Your Personal Information in countries or territories such as Canada, China, Hong Kong, Hungary, India, Japan, Singapore, United Kingdom, the United States of America and other countries where Morgan Stanley operates (see our global offices at <http://www.morganstanley.com/about-us/global-offices>). Such countries or territories may provide for a lower standard of protection of Your Personal Information as compared to that of United Kingdom, Hong Kong, Singapore or other jurisdictions applicable to you. Where required, we have put in place appropriate data transfer mechanisms, including data transfer agreements, to ensure Your Personal Information is protected. You can obtain a copy of the relevant data transfer agreements (where applicable) by contacting us at dataprotectionoffice@morganstanley.com. By agreeing to these IM Terms and continuing to communicate with us via a third-party instant messaging platform, you hereby consent to overseas storage and other overseas transfer, processing and use of Your Personal Information as described in the terms set out above.

10. Other important notices

Morgan Stanley is not acting as a municipal advisor and the opinions or views contained in any electronic communication from us via a third-party instant messaging platform are not intended to be, and do not constitute, advice within the meaning of Section 975 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act.

If you have received any electronic communication from us via a third-party instant messaging platform in error, please destroy all electronic and paper copies and notify the sender immediately. Mistransmission is not intended to waive confidentiality or privilege.

Morgan Stanley reserves the right, to the extent permitted under applicable laws and regulations, to monitor electronic communications. Each electronic communication from us via a third-party instant messaging platform is subject to the terms available at the following link: <http://www.morganstanley.com/disclaimers>. If you cannot access this link, please notify us by reply message and we will send the contents to you. By communicating with Morgan Stanley, you consent to the foregoing and to the voice recording of conversations with personnel of Morgan Stanley.

Notwithstanding anything to the contrary in any electronic communication from us via a third-party instant messaging platform, any document(s) attached to such electronic communication or any other agreement between you and us (including any provision which purports to prevail over the Customer Agreement (if applicable)), no provision (whether in the Customer Agreement (if applicable), these IM Terms, any electronic communication from us via a third-party instant messaging platform, any document(s) attached to such electronic communication or any other agreement between you and us) shall operate so as to remove, exclude, restrict or waive our obligations under applicable laws and regulations (and, in particular, our obligations under Clause 4.8A.4 of the General Terms which form part of the Customer Agreement (if applicable)), except insofar as this is permitted under applicable laws and regulations.

The materials contained in any electronic communication from us via a third-party instant messaging platform have not been reviewed by the Monetary Authority of Singapore. Morgan Stanley Bank Asia Limited, Singapore branch is only permitted to market products to the following persons:

- persons who are an “accredited investor” or “institutional investor” (as defined in the Singapore Securities and Futures Act 2001); and

- persons who are not an “accredited investor” but have opted in as an “accredited investor” by virtue of holding a joint account with one or more person(s) who is an “accredited investor” and only in such person’s capacity as a holder of that joint account and not otherwise.

11. Assignment and waiver

You may not assign, sublicense, delegate, subcontract or otherwise transfer your rights, duties and obligations under these IM Terms to a third party without our express written consent. Any instrument whereby you purport to make an assignment or other transfer in violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of these IM Terms or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same for such occurrence or any future occurrence.

12. Termination and suspension

We may terminate or suspend use of electronic communications with you via a third-party instant messaging platform at any time, with or without prior notice. Notwithstanding termination, these IM Terms shall continue to apply with respect to any act or omission prior to the date of termination.

13. Amendment to these IM Terms

We may amend these IM Terms from time to time by writing to you, through email, instant message, or mailed letter to the address you have given us, posting to our website, or through a third-party instant messaging platform. In order for you to continue communicating with us via a third-party instant messaging platform, you will be required to accept and agree to such amended IM Terms.

14. Governing law and others

To the maximum extent permitted by applicable laws, (a) these IM Terms shall be governed by and construed in accordance with the laws of Hong Kong; (b) you and we agree that any dispute arising out of or in connection with these IM Terms including the existence, validity, interpretation, performance, breach or termination hereof, or any dispute regarding non-contractual obligations arising out of or relating to it (“**Disputes**”) shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules as amended from time to time. The seat of the arbitration shall be Hong Kong. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English; and (c) you consent to arbitration pursuant to this paragraph and agree not to bring any action or proceeding in relation to any Dispute in any other forum. This arbitration agreement shall be governed by the laws of Hong Kong.

You acknowledge that any breach or threatened breach by you of any provision of these IM Terms may cause us irreparable injury and damage and, therefore, that any such breach or threatened breach may be enjoined through injunctive proceedings in addition to any other rights and remedies that may be available to us at law or in equity.

Any Chinese translation(s) of these IM Terms and any IM Communications via a third-party instant messaging platform is provided for information purposes only; accordingly, if there is any discrepancy, inconsistency or ambiguity between the English version and the Chinese translation(s), the English version shall prevail.

摩根士丹利銀行亞洲有限公司即時通訊條款及條件

以下的條款及條件（「即時通訊條款」）規管閣下使用第三方即時通訊平台與任何摩根士丹利公司聯絡。閣下一經接受本即時通訊條款後，本即時通訊條款即適用於閣下及在我們的記錄中使用閣下的流動電話號碼取用或使用第三方即時通訊平台與我們聯絡的任何其他人士。

閣下明白閣下將須就閣下本身的作為或不作為，以及在我們的記錄中使用閣下的流動電話號碼取用或使用第三方即時通訊平台與我們聯絡的任何其他人士的作為及不作為承擔責任。

除文義另行規定外，在本即時通訊條款內使用時：

- 詞語「**閣下**」及「**閣下的**」指：
 - 閣下作為摩根士丹利公司的客戶或潛在客戶（視情況而定），或經授權代表摩根士丹利公司客戶或潛在客戶行事的人士（視情況而定）；及
 - 獲閣下授權於任何時間代表閣下透過第三方即時通訊平台與我們聯絡的其他人士（「**獲授權人士**」）；
- 「**摩根士丹利公司**」指摩根士丹利銀行亞洲有限公司或其新加坡分行及 / 或 Morgan Stanley & Co. International plc（視情況而定），或其任何繼承人（及如文義容許，其任何代理人、代表人及經紀人）及摩根士丹利集團公司內可能根據客戶協議加入的其他公司；
- 詞語「**我們**」及「**我們的**」指摩根士丹利公司；
- 「**關聯主體**」指摩根士丹利集團公司內的所有公司及其各自的關聯主體；
- 「**第三方即時通訊平台**」指 WeChat、WhatsApp 及我們批准及不時以書面通知閣下的任何其他第三方即時通訊平台；及
- 「**客戶協議**」指閣下同意或可能被要求同意由閣下與我們訂立，規管我們向閣下提供產品和服務（本即時通訊條款涵蓋的服務除外）的賬戶協議及其他文件。

1. 閣下的授權

閣下一經同意本即時通訊條款，即表示閣下授權我們透過一個第三方即時通訊平台與閣下聯絡。閣下確認，閣下可與閣下的摩根士丹利投資代表聯絡，選擇不使用第三方即時通訊平台與我們聯絡，並於任何時間中止有關通訊。閣下確認及聲明閣下及代表閣下行事的各獲授權人士現獲正式授權透過一個第三方即時通訊平台與我們聯絡。閣下接受本即時通訊條款規管各獲授權人士使用第三方即時通訊平台與我們聯絡。

在我們收到相反的通知之前，我們有權假定各獲授權人士擁有完全及不受限制的權利和權限以取用透過第三方即時通訊平台向閣下提供的資料，以及代表閣下行事，其方式及效力與閣下原本可能或可以行事的方式及效力相同（包括但不限於接受適用的條款及條件），而我們亦獲授權繼續使用與在我們的記錄中有關獲授權人士的流動電話號碼透過第三方即時通訊平台與各獲授權人士聯絡，並且視各獲授權人士的任何行動猶如由閣下作出。閣下確認及同意，摩根士丹利集團公司內的所有公司及其各自的關聯人士、董事、高級人員、僱員及代理人將不會於任何方面就閣下根據閣下授權我們透過第三方即時通訊平台與各獲授權人士聯絡所蒙受的任何損失（除非有關損失產生自我們的疏忽、故意違約或欺詐），或由於各授權人士的行動而為閣下帶來的任何損失承擔責任；而有關損失概由閣下承擔風險。

閣下確認，由在我們的記錄中閣下的流動電話號碼透過第三方即時通訊平台發出的任何電子通訊，我們將視為由閣下作出，不論有關通訊實際上是否由閣下發出。

2. 透過第三方即時通訊平台的電子通訊

倘若閣下同意本即時通訊條款以及取用和使用第三方即時通訊平台與我們通訊，即表示閣下同意：(a)以電子方式取用和閱覽透過第三方即時通訊平台向閣下發出的文件及資料；及(b)以電子方式收取透過第三方即時通訊平台提供予閣下的所有文件及資料（連同透過第三方即時通訊平台向閣下發出的即時訊息，稱為「**即時訊息通訊**」）。

所有即時訊息通訊均被視為「書面」，除非適用法律及法規規定，否則我們或不會另行向閣下發出即時訊息通訊的紙張或其他耐用版本。

閣下接納使用在我們記錄中閣下的流動電話號碼透過第三方即時通訊平台以電子方式傳送即時訊息通訊將足以作為傳送證明。閣下不會依賴任何人催促閣下使用在我們記錄中閣下的流動電話號碼查閱第三方即時通訊平台。

閣下明白，閣下必須擁有互聯網連接、第三方即時通訊平台賬戶（連結至我們的記錄中閣下的流動電話號碼），以及下載及維護我們可能就閣下透過第三方即時通訊平台接收即時訊息通訊所指明的其他應用程式的能力，以收取即時訊

息通訊。閣下同意，倘若閣下的第三方即時通訊平台賬戶、閣下與任何有關賬戶連結的流動電話號碼，及 / 或閣下接入互聯網或下載及維護我們可能就閣下透過第三方即時通訊平台接收即時訊息通訊所指明的其他應用程式的能力有任何變動，將從速聯絡閣下的摩根士丹利投資代表以通知我們。

倘若閣下知悉或合理地懷疑閣下無法透過第三方即時通訊平台與我們聯絡，閣下必須在合理地實際可行的情況下盡快聯絡閣下的摩根士丹利投資代表。在此情況下，我們及 / 或閣下的摩根士丹利投資代表將與閣下議定合適的渠道進行未來通訊。

雖然我們不會就透過第三方即時通訊平台與我們進行的電子通訊收取費用，但互聯網服務供應商或其他第三方收取的其他網上訂閱或取用費可能適用於閣下使用閣下的流動裝置及訪問第三方即時通訊平台。對於向閣下發送通過第三方即時通訊平台提供給您的任何文件的紙質複印件的請求，我們將保留收取合理費用的權利，並在閣下請求時予以確認。

務請注意：透過第三方即時通訊平台進行的電子通訊由相關第三方即時通訊平台提供商管理，且可能無法在該平台永久留存。此外，若閣下的賬戶關閉（如適用），則其後閣下將無法獲取與我們通過 WeChat 進行的電子通訊內容。因此，閣下務請保存透過任何第三方即時通訊平台與我們進行的電子通訊副本以供日後不時參考。

閣下確認及同意透過第三方即時通訊平台的任何電子通訊可能並無加密、不安全、附有病毒或未能成功地傳送至擬定接收方。閣下須承擔有關通訊可能被截取、無法收到、延誤、損壞或被擬定接收方以外的人士收到的所有風險。

3. 使用情境

在適用法律及法規的規限下，閣下確認及同意閣下僅可透過第三方即時通訊平台就下列指定事宜與我們聯絡：

- 活動及會面安排；
- 賬戶開立及維護文件；
- 產品發售及市場推廣資料；
- 研究資料；及
- 指示狀況。

閣下接受我們可能並無在閣下所在的司法管轄區經營業務的資質，因此可能被禁止 / 限制及 / 或可能被其他適用法律及法規禁止 / 限制就上述指明的若干或所有事項與閣下透過第三方即時通訊平台通訊；或僅可應閣下的事先要求就上述指明的若干或所有事項與閣下透過第三方即時通訊平台通訊。任何透過第三方即時通訊平台與我們進行的通訊僅為了我們的客戶和潛在客戶（須經過事先的合資格評估及批准）而設。

閣下確認及同意閣下將不會透過第三方即時通訊平台就以下事項/使用以下形式與我們聯絡，並且不會要求我們以此方式與閣下聯絡：

- 上述指定事項以外的任何事項。閣下尤其不得使用第三方即時通訊平台就任何投資、交易及 / 或賬戶、資金轉移或付款要求或賬戶資料更新發出指示（包括指令）；
- 任何第三方即時通訊平台的語音或視頻通話功能；
- 任何第三方即時通訊平台提供的顏文字、表情符號、擬我表情、互動符號、動圖、貼圖及/或任何其他類似的非文字功能，且我們可能無法接收該等消息。閣下同意，我們可於必要時要求閣下通過第三方即時通訊平台以直白的文字表述進行電子通訊；或
- 任何辱罵、色情、誹謗性、攻擊性或虛假的電子通訊；我們概不接受以上事項，亦沒有任何義務採取任何行動。

閣下接受，通過第三方即時通訊平台與我們通信時，可能無法使用或獲取第三方即時通訊平台的部分工具或功能（不論其於閣下同意該即時通訊條款時是否已經存在）。閣下確認並同意我們保留可於任何時候全權酌情啟用或關閉第三方即時通訊平台特定工具或功能的權利。在不影響第 5 條規定的情況下，閣下同意我們概不就因閣下無法使用第三方即時通訊平台的任何工具或功能導致的任何虧損或損失承擔任何責任（因我們的疏忽、故意違約或欺詐導致的情況除外）。

4. 我們監控及保存電子通訊副本

我們保留權利在適用法律及法規規定及 / 或准許的範圍內監控透過第三方即時通訊平台與我們進行的電子通訊，並且以我們酌定的方式及地點保留有關電子通訊。閣下明白及同意，閣下透過第三方即時通訊平台與我們進行通訊，即表示閣下明確地同意記錄有關電子通訊。

5. 使用第三方即時通訊平台並無責任

除因我們的疏忽、故意違約或欺詐所造成外，閣下同意，我們不會就閣下使用第三方即時通訊平台與我們通訊所產生的任何損失或損害承擔任何法律責任或責任，包括但不限於有關通訊被截取、無法收到或不按此行事。閣下尤其同意我們不會就以下任何事項承擔責任：

- 透過第三方即時通訊平台的任何電子通訊的內容、準確性及完整性；
- 使用第三方即時通訊平台所需或透過其提供的任何軟件或應用程式的任何許可人的擁有權或使用權；
- 有關使用第三方即時通訊平台的任何故障或問題；或
- 任何其他人士不合法地或未經閣下准許取用閣下的裝置或使用在我們記錄中閣下的流動電話號碼，透過第三方即時通訊平台與我們通訊的作為或不作為所產生的任何損失或損害。

本條的利益適用於摩根士丹利集團公司內的所有公司及其各自的關聯人士、董事、高級人員、僱員及代理人。

6. 閣下的責任

閣下同意遵守上文第 3 條並就透過第三方即時通訊平台屬於閣下的任何傳送、指示、授權、要求或其他電子通訊負責，不論是否由閣下、閣下的獲授權人士或已可取用閣下的裝置或使用在我們的記錄中閣下的流動電話號碼，以透過第三方即時通訊平台與我們通訊的任何其他人士發出，而任何有關電子通訊將被視為由足以對閣下構成約束力的正式簽署文字紀錄。

閣下確認互聯網並非一個安全網絡，而透過互聯網傳送的通訊可能會被未獲授權或非擬定的第三方取用。閣下確認互聯網存在若干保安問題，而透過互聯網傳送或展示的通訊、資料及文件的私隱無法獲得保證。閣下尤其承認使用流動裝置透過第三方即時通訊平台與我們通訊可能導致若干特定風險，例如：(a)與流動平台相關的保安漏洞可能與個人電腦不同；(b)惡意軟件或惡意應用程式可能潛在地捕捉敏感的用戶資料，或誤導用戶提供敏感的用戶資料的風險；(c)流動裝置遺失或被盜取的風險；及(d)用戶使用流動裝置時的保安意識低於使用個人電腦的風險。閣下應及時遵守我們及 / 或有關第三方即時通訊平台供應商不時指明的任何有關保安措施。亦請參閱我們及 / 或有關第三方即時通訊平台供應商不時提供的保安意見。

閣下同意採取合理步驟安全保存閣下用以透過第三方即時通訊平台與我們通訊的裝置以預防受騙。閣下尤其確認，閣下：(i)不應向未能證明其身份的人士或任何可疑的第三方即時通訊平台披露閣下的個人資料，並且不應回答要求閣下披露須一直保持秘密的任何個人資料、賬戶號碼、密碼及 / 或秘密編碼的非應邀訊息或電話來電（就此而言，我們永遠不會透過即時訊息、電郵或電話直接與閣下聯絡，以要求閣下披露閣下的密碼及 / 或任何秘密編碼）；(ii)不應以公共或共用裝置訪問第三方即時通訊平台；(iii)僅會透過開啟已下載至閣下的個人裝置的應用程式接入第三方即時通訊平台，而不是點擊在任何電郵提供的連結；及(iv)確保閣下的個人裝置獲得安全配置，並且已安裝個人防火牆、定期更新閣下的防毒軟件及使用最新的軟件以移除閣下個人裝置上的間諜軟件而受到足夠保護，免受軟件病毒及惡意程式侵襲。

在透過第三方即時通訊平台與我們通訊時，閣下將會收到來自下列號碼的即時訊息：

- 官方核實的賬戶名稱 (WhatsApp)
 - Morgan Stanley Asia Wealth Management
 - 官方核實的電話號碼 (WhatsApp)
 - +852 5971 4795
 - +852 5972 4285
 - +852 6048 6903
 - +65 9723 3896
 - +65 8878 4785
 - +65 8878 3793
 - 官方核實的賬戶名稱 (WeChat)
 - 摩根士丹利亞洲財富管理
- 掃描二維碼關注我們的公眾號



倘若閣下曾經或目前收到來自任何其他電話號碼或賬戶名稱（視情況而定），看似由我們發出的任何訊息，請在合理地實際可行的情況下盡快聯絡閣下的摩根士丹利投資代表，並且立即中止有關通訊及關閉該第三方即時通訊平台。

閣下一經發現或相信下列情況已發生，必須在合理地實際可行的情況下盡快聯絡閣下的摩根士丹利投資代表，以通知我們：(aa)閣下用以透過第三方即時通訊平台與我們通訊的裝置已被入侵、遺失或盜竊；(bb)閣下的賬戶曾進行與透過第三方即時通訊平台與我們通訊有關的未獲授權交易；(cc)閣下曾收到要求提供閣下的個人資料、賬戶號碼、密碼及／或秘密編碼的可疑訊息、電郵或電話來電；或(dd)任何其他曾經發生的實際或疑似保安相關事件（分別稱為「保安事件」）。否則，可能導致閣下須就閣下未能通知我們所產生的任何損失承擔責任。

除非閣下就透過第三方即時通訊平台與我們通訊存在欺詐行為或有嚴重疏忽（例如未能保護閣下用以透過第三方即時通訊平台與我們通訊的裝置），否則閣下將無須因為就閣下與透過第三方即時通訊平台與我們通訊有關，而在閣下賬戶進行的未獲授權交易所蒙受的任何直接損失負責，惟閣下須履行閣下於本即時通訊條款項下的義務。倘若閣下就透過第三方即時通訊平台與我們的通訊存在欺詐行為，或如閣下未能遵守閣下於本即時通訊條款項下的義務，則閣下須就閣下蒙受的所有損失承擔責任。

在下列情況下，閣下可能須就閣下蒙受的所有損失承擔責任：(x)閣下就透過第三方即時通訊平台與我們進行的任何通訊行事有嚴重疏忽（包括閣下明知而容許其他人士使用閣下的裝置或流動電話號碼）；(y)閣下未能在發現或相信保安事件已發生後在合理地實際可行的情況下盡快通知我們；或(z)倘若未做之事導致損失，閣下未能跟從本條載列的防護措施。

倘若閣下違反閣下在本即時通訊條款載列的任何責任，我們可以全權酌情決定終止及暫停與閣下透過第三方即時通訊平台的所有電子通訊，無須給予閣下任何事先通知或對閣下承擔責任，此舉不會損害我們根據本即時通訊條款、客戶協議（如適用）及／或適用法律及法規可能擁有的任何其他權利或補救措施。

7. 第三方條款

閣下使用任何第三方即時通訊平台與我們交換電子通訊可能須遵守第三方的使用條款及私隱政策（「**第三方條款**」），據此閣下為獨自及獨立訂約。閣下同意就閣下違反任何第三方條款所招致的任何損失向摩根士丹利集團公司內的所有公司及其各自的關聯人士、董事、僱員及代理人作出彌償保證。我們並不許可或擔保任何第三方即時通訊平台的可用性、質素或合適性。

務請注意，任何透過第三方即時通訊平台與我們進行的電子通訊均可能會：(a)根據第三方條款，由第三方即時通訊平台供應商保留或由第三方即時通訊平台供應商向其他人士披露；及(b)與摩根士丹利集團公司內的所有公司及其各自的關聯人士及服務供應商（可能位於閣下所在司法管轄區以外）分享。閣下謹此確認及同意，任何透過第三方即時通訊平台與我們進行的電子通訊（包括個人資料（如適用））均可能被轉移至相對閣下所在司法管轄區，對閣下資料的保護標準較低的司法管轄區。倘若閣下代表任何其他人士給予同意，閣下向我們聲明、保證及確認閣下按照其指示及明確授權行事。

8. 費用及收費

除根據客戶協議（如適用）及適用於閣下賬戶的費用及收費及上文第 2 條指明的費用及收費外，我們不會就透過第三方即時通訊平台與閣下通訊徵收任何其他費用及收費。

9. 私隱政策、海外資料轉移及直接促銷

本條的適用不影響閣下或閣下獲授權代表行事的人士根據客戶協議及／或閣下或閣下獲授權代表行事的人士可能同意或可能被要求同意的其他文件給予我們或我們的關聯主體的任何其他同意。

我們的私隱政策：

我們將收集、持有、儲存、披露、處理及／或轉移有關閣下及閣下獲授權代表行事的人士根據我們的私隱政策可能構成個人資料（「**閣下的個人資料**」）的資料，私隱政策副本可透過此連結閱覽：

www.morganstanley.com/disclaimers/emea-privacy-policy。務請閣下閱讀及仔細考慮我們的私隱政策條款。閣下使用第三方即時通訊平台與摩根士丹利通訊，即表示閣下代表閣下本人及／或閣下獲授權代表行事的其他每一名人士：

(a)確認閣下已閱讀及明白我們的私隱政策；及(b)明確地同意我們的私隱政策。

直接促銷：下列資料乃根據適用於閣下的個人資料保護法律的規定提供予閣下：

- a. 我們及我們的關聯主體計劃透過第三方即時通訊平台使用閣下的個人資料作直接促銷之用，而在若干司法管轄區，此用途可能需要閣下同意（包括表示不反對及／或明確同意）。我們需要閣下的明確同意以向我們的

關聯主體提供閣下的個人資料作直銷用途。我們可能會收到金錢或其他財產作為向我們的關聯公司提供閣下的個人資料的回報；

- b. 倘若我們或我們的關聯主體相信有任何產品或服務閣下可能產生興趣，不論是否由我們、我們的關聯主體或第三方發行人或供應商（例如與我們並無關聯的基金經理或保險服務供應商）發行或提供，我們或我們的關聯主體可能透過第三方即時通訊平台直接與閣下聯絡，並且閣下同意我們或我們的關聯主體可能在標準工作時間以外或當閣下在海外旅行時聯絡閣下；
- c. 閣下的個人資料，包括閣下的姓名、聯絡資料、人口統計數據、地址或電郵地址、電話號碼、傳真號碼或流動電話號碼均可由我們使用及提供予我們的關聯主體，供其透過第三方即時通訊平台用於直接促銷；d. 我們或我們的關聯主體可以透過第三方即時通訊平台推銷以下類別的服務、產品及主題（無論是由我們、我們的關聯主體或第三方發行人或供應商發行或提供）：銀行、貸款、信貸及相關服務、任何種類投資的一般投資和買賣服務，以及相關研究、諮詢、估值、託管、清算和結算服務；及
- e. 倘若閣下不希望我們使用閣下的個人資料，或如上文所述提供閣下的個人資料予我們的關聯主體透過第三方即時通訊平台用於直銷，閣下可於任何時間以電郵 dataprotectionoffice@morganstanley.com，或按照我們或我們的關聯主體向閣下發出的任何市場推廣材料所指示通知我們。務請注意：倘若閣下不希望我們[或我們的關聯主體為該等目的與閣下聯絡，我們或我們的關聯主體可能需要限制我們或我們的關聯主體可向閣下提供的產品及服務範圍，而我們或我們的關聯主體或未能為閣下開立或維持若干賬戶。

海外資料轉移：在不限制我們的私隱政策及 / 或客戶協議（如適用）的一般性原則下，閣下確認及同意，向我們、我們的關聯主體及服務供應商披露閣下的個人資料，包括在各情況下向及 / 或透過第三方即時通訊平台披露閣下的個人資料，可能涉及在加拿大、中國、香港、匈牙利、印度、日本、新加坡、英國、美國及摩根士丹利營運的其他國家或地區（我們的全球辦事處資料：<http://www.morganstanley.com/about-us/global-offices>）對閣下的個人資料進行海外儲存及其他海外轉移、處理和使用。與英國、香港、新加坡或其他適用於閣下的司法管轄區相比，這些國家或地區對閣下的個人資料提供的保護標準可能較低。在有需要的情況下，我們已備有合適的資料轉移機制（包括資料轉移協議），以確保閣下的個人資料受到保護。閣下可以電郵 dataprotectionoffice@morganstanley.com 聯絡我們，以取得有關資料轉移協議（如適用）的副本。閣下同意本即時通訊條款及繼續透過第三方即時通訊平台與我們通訊，即表示閣下在此同意上文所載條款所述對閣下的個人資料進行海外儲存及其他海外轉移、處理和使用。

10. 其他重要通知

摩根士丹利並非擔任市政顧問，我們透過第三方即時通訊平台發出的任何電子通訊內載列的意見或觀點，不擬作為及並不構成美國多德-弗蘭克華爾街改革第 975 條和消費者保護法項下的意見的涵義。

倘若閣下錯誤地透過第三方即時通訊平台收到我們的任何電子通訊，請銷毀所有電子及紙張版本，並立即通知發送者。誤傳並不表示放棄保密性或特權。

摩根士丹利保留權利在適用法律及法規准許的範圍內監控電子通訊。我們透過第三方即時通訊平台發出的每份電子通訊均受於以下連結中的條款規限：<http://www.morganstanley.com/disclaimers>。倘若閣下無法接入此連結，請回覆訊息以通知我們，我們將向閣下發送內容。閣下與摩根士丹利通訊，即表示閣下同意以上內容及與摩根士丹利人員的通話紀錄。

即使我們透過第三方即時通訊平台發出的任何電子通訊、有關電子通訊隨附的任何文件或閣下與我們之間的任何其他協議（包括看似凌駕於客戶協議（如適用）的任何條文）載有相反的規定，任何條文（不論存在於客戶協議（如適用）、本即時通訊條款、透過第三方即時通訊平台與我們進行的任何電子通訊、有關電子通訊或閣下與我們之間的任何其他協議隨附的任何文件內）概不具有移除、免除、限制或豁免我們於適用法律及法規項下義務的作用（尤其是我們在構成客戶協議（如適用）一部分的一般條款第 4.8A.4 條項下的義務），除非根據適用法律及法規獲得准許。

我們透過第三方即時通訊平台發出的任何電子通訊內的材料未經新加坡金融管理局審閱。摩根士丹利銀行亞洲有限公司新加坡分行僅獲准向下列人士推銷產品：

- 本身為「認可投資者」或「機構投資者」（定義見 2001 年新加坡證券及期貨法）的人士；及
- 本身並非為「認可投資者」但因為與本身為「認可投資者」的一名或多名人士持有聯名賬戶而選擇作為「認可投資者」的人士，並且僅以該名人士作為該聯名賬戶持有人的身份而非其他身份。

11. 轉讓及放棄

未取得我們的明確書面同意，閣下不得轉讓、轉授、轉委、分包或轉移閣下於本即時通訊條款項下的權利、責任和義務至第三方。閣下擬於違反本規定的情況下進行轉讓或其他轉移的任何文書均屬無效。任何一方在執行本即時通訊條款的任何規定或其在本條款下的任何權利時的通融或延遲，不應解釋為對該規定或對該事件或任何未來事件的發生執行該規定的權利的放棄。

12. 終止及暫停

我們可於任何時間終止或暫停使用透過第三方即時通訊平台與閣下進行電子通訊，不論有否給予事先通知。即使已經終止，本即時通訊條款就終止日期前的任何作為或不作為而言繼續適用。

13. 本即時通訊條款的修訂

我們可以經書面通知閣下，通過電子郵件、即時訊息或郵寄信件至閣下給予我們的地址、在我們的網站上發佈，或透過第三方即時通訊平台，以不時修改本即時通訊條款。為了讓閣下繼續透過第三方即時通訊平台與我們通訊，閣下將被要求接受及同意該等經修訂即時通訊條款。

14. 管轄法律及其他

在適用法律准許的最大範圍內，(a)本即時通訊條款受香港法律管轄，並應按其詮釋；(b)閣下與我們同意本即時通訊條款所產生或與此有關的任何爭議，包括其存在、有效性、詮釋、履行、違反或終止，或因其產生或與此有關的非合約義務的任何爭議（「爭議」），須由香港國際仲裁中心（「香港國際仲裁中心」）根據經不時修訂的香港國際仲裁中心機構仲裁規則以仲裁方式最終解決。仲裁地點將為香港。仲裁庭須由三名仲裁員組成。仲裁語言為英語；及(c)閣下同意根據本段進行仲裁，並同意不會就任何爭議在任何其他場所提起任何訴訟或法律程序。本仲裁協議受香港法律管轄。

閣下確認，閣下違反或威脅違反本即時通訊條款的任何規定可能對我們造成不可彌補的受損及損害，因此，閣下亦確認任何有關違反或威脅違反可透過我們按照法律或衡平法可取得的任何其他權利及濟助以外的強制性法律程序禁止。本即時通訊條款及任何透過第三方即時通訊平台進行的即時訊息通訊的任何中文翻譯僅作參考之用；因此，倘若英文版本與中文翻譯之間有任何差異、不一致或歧義，概以英文版本為準。

摩根士丹利银行亚洲有限公司即时通讯条款及条件

以下的条款及条件（“**即时通讯条款**”）规管阁下使用第三方即时通讯平台与任何摩根士丹利公司联络。阁下一经接受本即时通讯条款后，本即时通讯条款即适用于阁下及在我们的记录中使用阁下的流动电话号码取用或使用第三方即时通讯平台与我们联络的任何其他人士。

阁下明白阁下将须就阁下本身的作为或不作为，以及在我们的记录中使用阁下的流动电话号码取用或使用第三方即时通讯平台与我们联络的任何其他人士的作为及不作为承担责任。

除文义另行规定外，在本即时通讯条款内使用时：

- 词语“**阁下**”及“**阁下的**”指：
 - 阁下作为摩根士丹利公司的客户或潜在客户（视情况而定），或经授权代表摩根士丹利公司客户或潜在客户行事的人士（视情况而定）；及
 - 获阁下授权于任何时间代表阁下透过第三方即时通讯平台与我们联络的其他人士（“**获授权人士**”）；
- “**摩根士丹利公司**”指摩根士丹利银行亚洲有限公司或其新加坡分行及 / 或 Morgan Stanley & Co. International plc（视情况而定），或其任何继承人（及如文义容许，其任何代理人、代表人及经纪人）及摩根士丹利集团公司内可能根据客户协议加入的其他公司；
- 词语“**我们**”及“**我们的**”指摩根士丹利公司；
- “**关联主体**”指摩根士丹利集团公司内的所有公司及其各自的关联主体；
- “**第三方即时通讯平台**”指 WeChat、WhatsApp 及我们批准及不时以书面通知阁下的任何其他第三方即时通讯平台；及
- “**客户协议**”指阁下同意或可能被要求同意由阁下与我们订立，规管我们向阁下提供产品和服务（本即时通讯条款涵盖的服务除外）的账户协议及其他文件。

1. 阁下的授权

阁下一经同意本即时通讯条款，即表示阁下授权我们透过一个第三方即时通讯平台与阁下联络。阁下确认，阁下可与阁下的摩根士丹利投资代表联络，选择不使用第三方即时通讯平台与我们联络，并于任何时间中止有关通讯。阁下确认及声明阁下及代表阁下行事的各获授权人士现获正式授权透过一个第三方即时通讯平台与我们联络。阁下接受本即时通讯条款规管各获授权人士使用第三方即时通讯平台与我们联络。

在我们收到相反的通知之前，我们有权假定各获授权人士拥有完全及不受限制的权利和权限以取用透过第三方即时通讯平台向阁下提供的资料，以及代表阁下行事，其方式及效力与阁下原本可能或可以行事的方式及效力相同（包括但不限于接受适用的条款及条件），而我们亦获授权继续使用与在我们的记录中有关获授权人士的流动电话号码透过第三方即时通讯平台与各获授权人士联络，并且视各获授权人士的任何行动犹如由阁下作出。阁下确认及同意，摩根士丹利集团公司内的所有公司及其各自的关联人士、董事、高级人员、雇员及代理人将不会于任何方面就阁下根据阁下授权我们透过第三方即时通讯平台与各获授权人士联络所蒙受的任何损失（除非有关损失产生自我们的疏忽、故意违约或欺诈），或由于各授权人士的行动而为阁下带来的任何损失承担责任；而有关损失概由阁下承担风险。

阁下确认，由在我们的记录中阁下的流动电话号码透过第三方即时通讯平台发出的任何电子通讯，我们将视为由阁下作出，不论有关通讯实际上是否由阁下发出。

2. 透过第三方即时通讯平台的电子通讯

倘若阁下同意本即时通讯条款以及取用和使用第三方即时通讯平台与我们通讯，即表示阁下同意：**(a)**以电子方式取用和阅览透过第三方即时通讯平台向阁下发出的文件及资料；及**(b)**以电子方式收取透过第三方即时通讯平台提供予阁下的所有文件及资料（连同透过第三方即时通讯平台向阁下发出的即时讯息，称为“**即时讯息通讯**”）。

所有即时讯息通讯均被视为“书面”，除非适用法律及法规规定，否则我们或不会另行向阁下发出即时讯息通讯的纸张或其他耐用版本。

阁下接纳使用在我们记录中阁下的流动电话号码透过第三方即时通讯平台以电子方式传送即时讯息通讯将足以作为传送证明。阁下不会依赖任何人催促阁下使用在我们记录中阁下的流动电话号码查阅第三方即时通讯平台。

阁下明白，阁下必须拥有互联网连接、第三方即时通讯平台账户（连结至我们的记录中阁下的流动电话号码），以及下载及维护我们可能就阁下透过第三方即时通讯平台接收即时讯息通讯所指明的其他应用程序的能力，以收取即时讯息通讯。阁下同意，倘若阁下的第三方即时通讯平台账户、阁下与任何有关账户连结的流动电话号码，及 / 或阁下接

入互联网或下载及维护我们可能就阁下透过第三方即时通讯平台接收即时讯息通讯所指明的其他应用程式的能力有任何变动，将从速联络阁下的摩根士丹利投资代表以通知我们。

倘若阁下知悉或合理地怀疑阁下无法透过第三方即时通讯平台与我们联络，阁下必须在合理地实际可行的情况下尽快联络阁下的摩根士丹利投资代表。在此情况下，我们及 / 或阁下的摩根士丹利投资代表将与阁下定议合适的渠道进行未来通讯。

虽然我们不会就透过第三方即时通讯平台与我们进行的电子通讯收取费用，但互联网服务供应商或其他第三方收取的其他网上订阅或取用费可能适用于阁下使用阁下的流动装置及访问第三方即时通讯平台。对于向阁下发送通过第三方即时通讯平台提供给您的任何文件的纸质复印件的请求，我们将保留收取合理费用的权利，并在阁下请求时予以确认。

务请注意：透过第三方即时通讯平台进行的电子通讯由相关第三方即时通讯平台提供商管理，且可能无法在该平台永久留存。此外，若阁下的账户关闭（如适用），则其后阁下将无法获取与我们通过 **WeChat** 进行的电子通讯内容。

因此，阁下务请保存透过任何第三方即时通讯平台与我们进行的电子通讯副本以供日后不时参考。

阁下确认及同意透过第三方即时通讯平台的任何电子通讯可能并无加密、不安全、附有病毒或未能成功地传送至拟定接收方。阁下须承担有关通讯可能被截取、无法收到、延误、损坏或被拟定接收方以外的人士收到的所有风险。

3. 使用情境

在适用法律及法规的规限下，阁下确认及同意阁下仅可透过第三方即时通讯平台就下列指定事宜与我们联络：

- 活动及会面安排；
- 账户开立及维护文件；
- 产品发售及市场推广资料；
- 研究资料；及
- 指示状况。

阁下接受我们可能并无在阁下所在的司法管辖区经营业务的资质，因此可能被禁止 / 限制及 / 或可能被其他适用法律及法规禁止 / 限制就上述指明的若干或所有事项与阁下透过第三方即时通讯平台通讯；或仅可应阁下的事先要求就上述指明的若干或所有事项与阁下透过第三方即时通讯平台通讯。任何透过第三方即时通讯平台与我们进行的通讯仅为了我们的客户和潜在客户（须经过事先的合资格评估及批准）而设。

阁下确认及同意阁下将不会透过第三方即时通讯平台就以下事项/使用以下形式与我们联络，并且不会要求我们以此方式与阁下联络：

- 上述指定事项以外的任何事项。阁下尤其不得使用第三方即时通讯平台就任何投资、交易及 / 或账户、资金转移或付款要求或账户资料更新发出指示（包括指令）；
- 任何第三方即时通讯平台的语音或视频通话功能；
- 任何第三方即时通讯平台提供的颜文字、表情符号、拟我表情、互动符号、动图、贴图及/或任何其他类似的非文字功能，且我们可能无法接收该等消息。阁下同意，我们可于必要时要求阁下通过第三方即时通讯平台以直白的文字表述进行电子通讯；或
- 任何辱骂、色情、诽谤性、攻击性或虚假的电子通讯；我们概不接受以上事项，亦没有任何义务采取任何行动。

阁下接受，通过第三方即时通讯平台与我们通信时，可能无法使用或获取第三方即时通讯平台的部分工具或功能（不论其于阁下同意该即时通讯条款时是否已经存在）。阁下确认并同意我们保留可于任何时候全权酌情启用或关闭第三方即时通讯平台特定工具或功能的权利。在不影响第 5 条规定的情况下，阁下同意我们概不就因阁下无法使用第三方即时通讯平台的任何工具或功能导致的任何亏损或损失承担任何责任（因我们的疏忽、故意违约或欺诈导致的情况除外）。

4. 我们监控及保存电子通讯副本

我们保留权利在适用法律及法规规定及 / 或准许的范围内监控透过第三方即时通讯平台与我们进行的电子通讯，并且以我们酌定的方式及地点保留有关电子通讯。阁下明白及同意，阁下透过第三方即时通讯平台与我们进行通讯，即表示阁下明确地同意记录有关电子通讯。

5. 使用第三方即时通讯平台并无责任

除因我们的疏忽、故意违约或欺诈所造成外，阁下同意，我们不会就阁下使用第三方即时通讯平台与我们通讯所产生的任何损失或损害承担任何法律责任或责任，包括但不限于有关通讯被截取、无法收到或不按此行事。阁下尤其同意我们不会就以下任何事项承担责任：

- 透过第三方即时通讯平台的任何电子通讯的内容、准确性及完整性；
- 使用第三方即时通讯平台所需或透过其提供的任何软件或应用程式的任何许可人的拥有权或使用权；
- 有关使用第三方即时通讯平台的任何故障或问题；或
- 任何其他人士不合法地或未经阁下准许取用阁下的装置或使用在我们记录中阁下的流动电话号码，透过第三方即时通讯平台与我们通讯的作为或不作为所产生的任何损失或损害。

本条的利益适用于摩根士丹利集团公司内的所有公司及其各自的关联人士、董事、高级人员、雇员及代理人。

6. 阁下的责任

阁下同意遵守上文第 3 条并就透过第三方即时通讯平台属于阁下的任何传送、指示、授权、要求或其他电子通讯负责，不论是否由阁下、阁下的获授权人士或已可取用阁下的装置或使用在我们的记录中阁下的流动电话号码，以透过第三方即时通讯平台与我们通讯的任何其他人士发出，而任何有关电子通讯将被视为由足以对阁下构成约束力的正式签署文字纪录。

阁下确认互联网并非一个安全网络，而透过互联网传送的通讯可能会被未获授权或非拟定的第三方取用。阁下确认互联网存在若干保安问题，而透过互联网传送或展示的通讯、资料及文件的私隐无法获得保证。阁下尤其承认使用流动装置透过第三方即时通讯平台与我们通讯可能导致若干特定风险，例如：(a)与流动平台相关的保安漏洞可能与个人电脑不同；(b)恶意软件或恶意应用程式可能潜在地捕捉敏感的用户资料，或误导用户提供敏感的用户资料的风险；(c)流动装置遗失或被盗取的风险；及(d)用户使用流动装置时的保安意识低于使用个人电脑的风险。阁下应及时遵守我们及 / 或有关第三方即时通讯平台供应商不时指明的任何有关保安措施。亦请参阅我们及 / 或有关第三方即时通讯平台供应商不时提供的保安意见。

阁下同意采取合理步骤安全保存阁下用以透过第三方即时通讯平台与我们通讯的装置以预防受骗。阁下尤其确认，阁下：(i)不应向未能证明其身份的人士或任何可疑的第三方即时通讯平台披露阁下的个人资料，并且不应回答要求阁下披露须一直保持秘密的任何个人资料、账户号码、密码及 / 或秘密编码的非应邀讯息或电话来电（就此而言，我们永远不会透过即时讯息、电邮或电话直接与阁下联络，以要求阁下披露阁下的密码及 / 或任何秘密编码）；(ii) 不应以公共或共用装置访问第三方即时通讯平台；(iii)仅会透过开启已下载至阁下的个人装置的应用程式接入第三方即时通讯平台，而不是点击在任何电邮提供的连结；及(iv)确保阁下的个人装置获得安全配置，并且已安装个人防火墙、定期更新阁下的防毒软件及使用最新的软件以移除阁下个人装置上的间谍软件而受到足够保护，免受软件病毒及恶意程式侵袭。

在透过第三方即时通讯平台与我们通讯时，阁下将会收到来自下列号码的即时讯息：

- 官方核实的账户名称 (WhatsApp)
 - Morgan Stanley Asia Wealth Management
- 官方核实的电话号码 (WhatsApp)
 - +852 5971 4795
 - +852 5972 4285
 - +852 6048 6903
 - +65 9723 3896
 - +65 8878 4785
 - +65 8878 3793
- 官方核实的账户名称 (WeChat)
 - 摩根士丹利亚洲财富管理

扫描二维码关注我们的公众号



倘若阁下曾经或目前收到来自任何其他电话号码或账户名称（视情况而定），看似由我们发出的任何讯息，请在合理地实际可行的情况下尽快联络阁下的摩根士丹利投资代表，并且立即中止有关通讯及关闭该第三方即时通讯平台。阁

下一经发现或相信下列情况已发生，必须在合理地实际可行的情况下尽快联络阁下的摩根士丹利投资代表，以通知我们：(aa)阁下用以透过第三方即时通讯平台与我们通讯的装置已被入侵、遗失或盗窃；(bb)阁下的账户曾进行与透过第三方即时通讯平台与我们通讯有关的未获授权交易；(cc)阁下曾收到要求提供阁下的个人资料、账户号码、密码及/或秘密编码的可疑讯息、电邮或电话来电；或(dd)任何其他曾经发生的实际或疑似保安相关事件（分别称为“**保安事件**”）。否则，可能导致阁下须就阁下未能通知我们所产生的任何损失承担责任。

除非阁下就透过第三方即时通讯平台与我们通讯存在欺诈行为或有严重疏忽（例如未能保护阁下用以透过第三方即时通讯平台与我们通讯的装置），否则阁下将无须因为就阁下与透过第三方即时通讯平台与我们通讯有关，而在阁下账户进行的未获授权交易所蒙受的任何直接损失负责，惟阁下须履行阁下于本即时通讯条款项下的义务。倘若阁下就透过第三方即时通讯平台与我们的通讯存在欺诈行为，或如阁下未能遵守阁下于本即时通讯条款项下的义务，则阁下须就阁下蒙受的所有损失承担责任。

在下列情况下，阁下可能须就阁下蒙受的所有损失承担责任：(x)阁下就透过第三方即时通讯平台与我们进行的任何通讯行事有严重疏忽（包括阁下明知而容许其他人士使用阁下的装置或流动电话号码）；(y)阁下未能在发现或相信保安事件已发生后在合理地实际可行的情况下尽快通知我们；或(z)倘若未做之事导致损失，阁下未能跟从本条载列的防护措施。

倘若阁下违反阁下在本即时通讯条款载列的任何责任，我们可以全权酌情决定终止及暂停与阁下透过第三方即时通讯平台的所有电子通讯，无须给予阁下任何事先通知或对阁下承担责任，此举不会损害我们根据本即时通讯条款、客户协议（如适用）及/或适用法律及法规可能拥有的任何其他权利或补救措施。

7. 第三方条款

阁下使用任何第三方即时通讯平台与我们交换电子通讯可能须遵守第三方的使用条款及隐私政策（“**第三方条款**”），据此阁下为独自及独立订约。阁下同意就阁下违反任何第三方条款所招致的任何损失向摩根士丹利集团公司内的所有公司及其各自的关联人士、董事、雇员及代理人作出弥偿保证。我们并不许可或担保任何第三方即时通讯平台的可用性、质素或合适性。

务请注意，任何透过第三方即时通讯平台与我们进行的电子通讯均可能会：(a)根据第三方条款，由第三方即时通讯平台供应商保留或由第三方即时通讯平台供应商向其他人士披露；及(b)与摩根士丹利集团公司内的所有公司及其各自的关联人士及服务供应商（可能位于阁下所在司法管辖区以外）分享。阁下谨此确认及同意，任何透过第三方即时通讯平台与我们进行的电子通讯（包括个人资料（如适用））均可能被转移至相对阁下所在司法管辖区，对阁下资料的保护标准较低的司法管辖区。倘若阁下代表任何其他人士给予同意，阁下向我们声明、保证及确认阁下按照其指示及明确授权行事。

8. 费用及收费

除根据客户协议（如适用）及适用于阁下账户的费用及收费及上文第2条指明的费用及收费外，我们不会就透过第三方即时通讯平台与阁下通讯征收任何其他费用及收费。

9. 隐私政策、海外资料转移及直接促销

本条的适用不影响阁下或阁下获授权代表行事的人士根据客户协议及/或阁下或阁下获授权代表行事的人士可能同意或可能被要求同意的其他文件给予我们或我们的关联主体的任何其他同意。

我们的隐私政策：

我们将收集、持有、储存、披露、处理及/或转移有关阁下及阁下获授权代表行事的人士根据我们的隐私政策可能构成个人资料（“**阁下的个人资料**”）的资料，隐私政策副本可透过此连结阅览：

www.morganstanley.com/disclaimers/emea-privacy-policy。务请阁下阅读及仔细考虑我们的隐私政策条款。阁下使用第三方即时通讯平台与摩根士丹利通讯，即表示阁下代表阁下本人及/或阁下获授权代表行事的其他每一名人士：(a)确认阁下已阅读及明白我们的隐私政策；及(b)明确地同意我们的隐私政策。

直接促销：下列资料乃根据适用于阁下的个人资料保护法律的规定提供予阁下：

- a. 我们及我们的关联主体计划透过第三方即时通讯平台使用阁下的个人资料作直接促销之用，而在若干司法管辖区，此用途可能需要阁下同意（包括表示不反对及/或明确同意）。我们需要阁下的明确同意以向我们的关联主体提供阁下的个人资料作直销用途。我们可能会收到金钱或其他财产作为向我们的关联公司提供阁下的个人资料的回报；

- b. 倘若我们或我们的关联主体相信有任何产品或服务阁下可能产生兴趣，不论是否由我们、我们的关联主体或第三方发行人或供应商（例如与我们并无关联的基金经理或保险服务供应商）发行或提供，我们或我们的关联主体可能透过第三方即时通讯平台直接与阁下联络，并且阁下同意我们或我们的关联主体可能在标准工作时间以外或当阁下在海外旅行时联络阁下；
- c. 阁下的个人资料，包括阁下的姓名、联络资料、人口统计数据、地址或电邮地址、电话号码、传真号码或流动电话号码均可由我们使用及提供予我们的关联主体，供其透过第三方即时通讯平台用于直接促销；d. 我们或我们的关联主体可以透过第三方即时通讯平台推销以下类别的服务、产品及主题（无论是由我们、我们的关联主体或第三方发行人或供应商发行或提供）：银行、贷款、信贷及相关服务、任何种类投资的一般投资和买卖服务，以及相关研究、咨询、估值、托管、清算和结算服务；及
- e. 倘若阁下不希望我们使用阁下的个人资料，或如上文所述提供阁下的个人资料予我们的关联主体透过第三方即时通讯平台用于直销，阁下可于任何时间以电邮 dataprotectionoffice@morganstanley.com，或按照我们或我们的关联主体向阁下发出的任何市场推广材料所指示通知我们。务请注意：倘若阁下不希望我们 [或我们的关联主体为该等目的与阁下联络，我们或我们的关联主体可能需要限制我们或我们的关联主体可向阁下提供的产品及服务范围，而我们或我们的关联主体或未能向阁下开立或维持若干账户。

海外资料转移：在不限制我们的私隐政策及 / 或客户协议（如适用）的一般性原则下，阁下确认及同意，向我们、我们的关联主体及服务供应商披露阁下的个人资料，包括在各情况下向及 / 或透过第三方即时通讯平台披露阁下的个人资料，可能涉及在加拿大、中国、香港、匈牙利、印度、日本、新加坡、英国、美国及摩根士丹利营运的其他国家或地区（我们的全球办事处资料：<http://www.morganstanley.com/about-us/global-offices>）对阁下的个人资料进行海外储存及其他海外转移、处理和使用。与英国、香港、新加坡或其他适用于阁下的司法管辖区相比，这些国家或地区对阁下的个人资料提供的保护标准可能较低。在有需要的情况下，我们已备有合适的资料转移机制（包括资料转移协议），以确保阁下的个人资料受到保护。阁下可以电邮 dataprotectionoffice@morganstanley.com 联络我们，以取得有关资料转移协议（如适用）的副本。阁下同意见即时通讯条款及继续透过第三方即时通讯平台与我们通讯，即表示阁下在此同意上文所载条款所述对阁下的个人资料进行海外储存及其他海外转移、处理和使用。

10. 其他重要通知

摩根士丹利并非担任市政顾问，我们透过第三方即时通讯平台发出的任何电子通讯内载列的意见或观点，不拟作为及并不构成美国多德-弗兰克华尔街改革第 975 条和消费者保护法项下的意见的涵义。

倘若阁下错误地透过第三方即时通讯平台收到我们的任何电子通讯，请销毁所有电子及纸张版本，并立即通知发送者。误传并不表示放弃保密性或特权。

摩根士丹利保留权利在适用法律及法规准许的范围内监控电子通讯。我们透过第三方即时通讯平台发出的每份电子通讯均受以下连结中的条款规限：<http://www.morganstanley.com/disclaimers>。倘若阁下无法接入此连结，请回复讯息以通知我们，我们将向阁下发送内容。阁下与摩根士丹利通讯，即表示阁下同意以上内容及与摩根士丹利人员的通话纪录。

即使我们透过第三方即时通讯平台发出的任何电子通讯、有关电子通讯随附的任何文件或阁下与我们之间的任何其他协议（包括看似凌驾于客户协议（如适用）的任何条文）载有相反的规定，任何条文（不论存在于客户协议（如适用）、本即时通讯条款、透过第三方即时通讯平台与我们进行的任何电子通讯、有关电子通讯或阁下与我们之间的任何其他协议随附的任何文件内）概不具有移除、免除、限制或豁免我们于适用法律及法规项下义务的作用（尤其是我们在构成客户协议（如适用）一部分的一般条款第 4.8A.4 条项下的义务），除非根据适用法律及法规获得准许。

我们透过第三方即时通讯平台发出的任何电子通讯内的材料未经新加坡金融管理局审阅。摩根士丹利银行亚洲有限公司新加坡分行仅获准向下列人士推销产品：

- 本身为“认可投资者”或“机构投资者”（定义见 2001 年新加坡证券及期货法）的人士；及
- 本身并非为“认可投资者”但因为与本身为“认可投资者”的一名或多名人士持有联名账户而选择作为“认可投资者”的人士，并且仅以该名人士作为该联名账户持有人的身份而非其他身份。

11. 转让及放弃

未取得我们的明确书面同意，阁下不得转让、转授、转委、分包或转移阁下于本即时通讯条款项下的权利、责任和义务至第三方。阁下拟于违反本规定的情况下进行转让或其他转移的任何文书均属无效。任何一方在执行本即时通讯条

款的任何规定或其在在本条款下的任何权利时的通融或延迟，不应解释为对该规定或对该事件或任何未来事件的发生执行该规定的权利的放弃。

12. 终止及暂停

我们可于任何时间终止或暂停使用透过第三方即时通讯平台与阁下进行电子通讯，不论有否给予事先通知。即使已经终止，本即时通讯条款就终止日期前的任何作为或不作为而言继续适用。

13. 本即时通讯条款的修订

我们可以经书面通知阁下，通过电子邮件、即时讯息或邮寄信件至阁下给予我们的地址、在我们的网站上发布，或透过第三方即时通讯平台，以不时修改本即时通讯条款。为了让阁下继续透过第三方即时通讯平台与我们通讯，阁下将被要求接受及同意该等经修订即时通讯条款。

14. 管辖法律及其他

在适用法律准许的最大范围内，(a)本即时通讯条款受香港法律管辖，并应按其诠释；(b)阁下与我们同意本即时通讯条款所产生或与此有关的任何争议，包括其存在、有效性、诠释、履行、违反或终止，或因其产生或与此有关的非合约义务的任何争议（“争议”），须由香港国际仲裁中心（“香港国际仲裁中心”）根据经不时修订的香港国际仲裁中心机构仲裁规则以仲裁方式最终解决。仲裁地点将为香港。仲裁庭须由三名仲裁员组成。仲裁语言为英语；及(c)阁下同意根据本段进行仲裁，并同意不会就任何争议在任何其他场所提起任何诉讼或法律程序。本仲裁协议受香港法律管辖。阁下确认，阁下违反或威胁违反本即时通讯条款的任何规定可能对我们造成不可弥补的受损及损害，因此，阁下亦确认任何有关违反或威胁违反可透过我们按照法律或衡平法可取得的任何其他权利及济助以外的强制性法律程序禁止。本即时通讯条款及任何透过第三方即时通讯平台进行的即时讯息通讯的任何中文翻译仅作参考之用；因此，倘若英文版本与中文翻译之间有任何差异、不一致或歧义，概以英文版本为准。

Morgan Stanley Wealth Management Australia Pty Ltd Instant Messaging Terms and Conditions

The following terms and conditions (the “**IM Terms**”) govern your use of a third-party instant messaging platform to communicate with any Morgan Stanley Company. These IM Terms apply to both you and to any other person who uses your mobile number(s) on our records to access or use the third-party instant messaging platform to communicate with us after you have accepted these IM Terms.

You understand that you will be liable for your own acts and omissions and the acts and omissions of any other person who accesses or uses the third-party instant messaging platform to communicate with us using your mobile number(s) on our records.

As used in these IM Terms, unless the context requires otherwise:

- the words “**you**”, “**your**” and “**yours**” mean you, as a client or prospective client (as the case may be) of a Morgan Stanley Company (or as an authorized person who has been authorized to act on behalf of a client or prospective client of a Morgan Stanley Company (as the case may be)).
- “**authorized person**” means: (i) any person who has a capacity over a client's or prospective client's account, as specified in the completed “Account Application Form” that the client or prospective client has submitted to us (as amended or supplemented from time to time); and (ii) any designated person, as specified in the latest “Certificate of Authority to Deal” that a client or prospective client has provided to us;
- “**Morgan Stanley Companies**” means: (i) Morgan Stanley Private Wealth Management (“PWM”), a business division of Morgan Stanley Wealth Management Australia Pty Ltd (CAN 009 145 555) (“MSWM”), a company regulated by the Australian Securities and Investments Commission (“ASIC”) in Australia, (AFSL number 240813); and (ii) Morgan Stanley & Co International plc (“MSIP”) a company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. MSIP is registered as a company in England and Wales: NO.02068222 and is a Foreign Financial Services Provider relying on ASIC Corporations (Repeal and Transitional) Instrument 2016/396. MSIP is registered as a foreign company in Australia with Australian Registered Body Number 613 032 705. Liability of members is limited; or (iii) any of their successors (and, where the context allows, any of their agents, delegates and brokers) and such other companies within the Morgan Stanley group of companies as may accede to the Customer Agreement in accordance with the Customer Agreement;
- the words “**we**”, “**our**” and “**us**” refer to the Morgan Stanley Companies;
- “**associated firms**” means all companies within the Morgan Stanley group of companies and each of their affiliates;
- a “**third-party instant messaging platform**” means WeChat, WhatsApp and any other third-party instant messaging platform which is approved by us and notified to you in writing from time to time; and
- “**Customer Agreement**” means the account agreements and other documentation that you have agreed to, or may be asked to agree to, between you and us governing the provision to you of products and services by us, other than the services covered by these IM Terms.

1. Your authorization

By agreeing to these IM Terms, you authorize us to communicate with you via a third-party instant messaging platform. You acknowledge that you may opt out of using a third-party instant messaging platform to communicate with us by contacting your Morgan Stanley financial adviser and discontinuing such communication at any time.

You acknowledge and represent that you, and each authorized person on your behalf, are/is duly authorized to communicate with us via a third-party instant messaging platform. You accept that these IM Terms govern the use of a third-party instant messaging platform to communicate with us by each authorized person.

Until we receive written notice to the contrary, we are entitled to assume that each authorized person has full and unrestricted rights and authorities to access the information made available to you via a third-party instant messaging platform and to act for you and on your behalf in the same manner and with the same effect as you might or could act (including without limitation accepting applicable terms and conditions) and we are authorized to continue to communicate with each authorized person via a third-party instant messaging platform using the mobile number(s) of the relevant authorized person on our records and treat any actions taken by each authorized person as if they were taken by you. You acknowledge and agree that all companies within the Morgan Stanley group of companies and each of their affiliates, directors, officers, employees and agents will not in any way be liable for any loss howsoever suffered by you pursuant to your authorization for us to communicate with each authorized person via a third-party instant messaging platform (unless such loss arises from our negligence, wilful default or fraud), or for any loss to you occasioned by the actions or omissions of each authorized person; and such losses will be at your own risk.

You acknowledge that any electronic communication via a third-party instant messaging platform from your mobile number(s) on our records shall be deemed by us to have been made by you, regardless of whether the communication was actually made and sent by you.

2. Electronic communications via a third-party instant messaging platform

By agreeing to these IM Terms and accessing and using a third-party instant messaging platform to communicate with us, you are agreeing to: (a) access and view electronically the documents and information sent to you by instant messages via the third-party instant messaging platform; and (b) receive electronically all of the documents and information that are made available to you via the third-party instant messaging platform (together with the instant messages sent to you via the third-party instant messaging platform, "**IM Communications**").

All IM Communications are considered "in writing" and we may not issue paper copies or other durable forms of the IM Communications to you separately, unless we are required to do so under applicable laws and regulations. Where any terms and conditions of our services, any notices of any variation of the terms and conditions of our services and any notices of any change in the level of fees and charges of our services are provided to you in the form of IM Communications, you are advised to download, print and/or save a copy of such IM Communications for your own future reference.

You accept that where a third-party instant messaging platform records the transmission and delivery of an IM Communication via the third-party instant messaging platform using your mobile number(s) then such record will be sufficient proof of delivery of the relevant IM Communication. You will not rely on anyone to prompt you to check your third-party instant messaging platform using your mobile number(s) on our records.

You understand that, to receive IM Communications and important notifications on a timely basis via a third-party instant messaging platform, you must have internet access, an account with a third-party instant messaging platform (linked to your mobile number(s) on our records), a valid phone number capable of receiving SMS (if applicable), and the ability to download and maintain such other applications as we may specify for use in connection with your receipt of IM Communications via a third-party instant messaging platform. You agree to notify us promptly by contacting your Morgan Stanley financial adviser of any change in your account with a third-party instant messaging platform, your mobile number(s) linked to any such account, and/or your ability to access the internet or to download and maintain such other applications as we may specify for use in connection with your receipt of IM Communications via a third-party instant messaging platform.

You must inform us by contacting your Morgan Stanley financial adviser as soon as reasonably practicable if you become aware, or reasonably suspect, that you are unable to communicate with us via a third-party instant messaging platform. In this case, we and/or your Morgan Stanley financial adviser will agree with you an appropriate channel for future communications.

While we do not charge for any electronic communications with us via a third-party instant messaging platform, other online subscription or access fees imposed by internet service providers or other third-parties may be applicable to your use of your mobile device and your access to the third-party instant messaging platform. We retain the right to charge a reasonable fee, which we will confirm at the time of your request, for any request to send you a hard copy of any documents that are made available to you via a third-party instant messaging platform.

Please note that electronic communications via a third-party instant messaging platform are hosted by the relevant third-party instant messaging platform provider and may not be available on the platform permanently. In addition, in the event of closure of your account(s) (if applicable), electronic communications with us via WeChat will no longer be available thereafter. As such, you are advised to retain copies of electronic communications with us via any third-party instant messaging platform for your own future reference from time to time.

You acknowledge and agree that any electronic communications via a third-party instant messaging platform may not be encrypted, secure, virus-free or successfully delivered to their intended recipient. You shall assume all risks that such communications may be intercepted, not received, delayed, corrupted or received by persons other than the intended recipient.

3. Usage scenarios

Subject to applicable laws and regulations which may restrict the usage scenarios below, you acknowledge and agree that you can only communicate with us via a third-party instant messaging platform regarding the following specified matters:

- event and meeting arrangements;
- account opening and maintenance documents;
- product offering and marketing information;
- research information; and
- status of instructions.

You accept that we may not be licensed to do business in the jurisdiction in which you are based and therefore may be prohibited/restricted, and/or may be prohibited/restricted by other applicable laws and regulations, from communicating with you via a third-party instant messaging platform regarding some or all of the above specified matters; or may only be able to communicate with you via a third-party instant messaging platform regarding some or all of the above specified matters upon your prior request. Any electronic communication with us via a third-party instant messaging platform is only intended for our clients and prospective clients who are subject to prior eligibility assessment and approval.

You acknowledge and agree that you will not communicate with us, and will not require us to communicate with you, via a third-party instant messaging platform regarding or using any of the following:

- any matters other than the above specified matters. In particular, you must not use a third-party instant messaging platform to communicate instructions (including orders) in respect of any investment, transaction and/or account, fund transfer or payment requests or update of account information;
- voice or video calling function of any third-party instant messaging platform;
- emoticons, emojis, memojis, reactions, gifs, stickers, and/or other similar non-plain text functionalities available on any third-party instant messaging platform which may not be received by us and you agree that where required, we may request that you follow up with plain written text electronic communications via the third-party instant messaging platform; or
- any abusive, obscene, defamatory, offensive or false electronic communications; and you acknowledge that none of the above shall be accepted by us and we shall have no obligation to take any action.

You accept that certain features or functionality of a third-party instant messaging platform (whether existing or not at the time you agree to these IM Terms) may not be made available or supported when you communicate with us via the third-party instant messaging platform. You acknowledge and agree that we reserve the right to switch on and off any particular feature or functionality of a third-party instant messaging platform at any time in our sole discretion. Without limiting the generality of Clause 5, other than where caused by our negligence, willful default or fraud, you agree that we do not take any liability or responsibility for any loss or damage that results from your inability to use any feature or functionality of a third-party instant messaging platform.

4. We monitor and retain copies of electronic communications

We reserve the right, to the extent required and/or permitted by applicable laws and regulations, to monitor electronic communications with us via a third-party instant messaging platform and to retain such electronic communications in a manner and at locations within our discretion. You understand and agree that, by engaging in electronic communications with us via a third-party instant messaging platform, you are expressly consenting to the recording of such electronic communications.

5. No liability for use of third-party instant messaging platform

Other than where caused by our negligence, wilful default or fraud, you agree that we do not take any liability or responsibility for any loss or damage that results from your use, or an authorized person's use, of a third-party instant messaging platform to communicate with us including but not limited to such communications having been intercepted, not received, or not acted upon. In particular, you agree that, unless we must accept liability under applicable laws or regulations, we shall not be liable for any of the following:

- the content, accuracy and completeness of any electronic communications via a third-party instant messaging platform;
- the ownership or right of use of any licensor of any software or application required for using or provided through a third-party instant messaging platform;
- any failure or problem in connection with the usage of a third-party instant messaging platform; or
- any loss or damage resulting from acts and omissions of any other person that gained access to your device or used your mobile number(s) on our records to communicate with us via a third-party instant messaging platform illegally or without your authorization.

The benefits of this Clause apply to all companies within the Morgan Stanley group of companies and each of their affiliates, directors, officers, employees and agents.

6. Your responsibilities

You agree to comply with Clause 3 above and be responsible for any transmissions, instructions, authorizations, requests or other electronic communications via a third-party instant messaging platform attributable to you, whether entered by you, your authorized persons or by any other persons that have gained access to your device or used your mobile number(s) on our records to communicate with us via a third-party instant messaging platform, and any such electronic communication shall be deemed to be a duly signed writing of yours sufficient to bind you.

You acknowledge that the internet is not a secure network and that communications transmitted over the internet may be accessed by unauthorized or unintended third parties. You acknowledge that there are security concerns with the internet and that the privacy of communications, data and documents transmitted or displayed via the internet cannot be guaranteed. In particular, you acknowledge that communicating with us via a third-party instant messaging platform using a mobile device may entail certain specific risks such as (a) security vulnerabilities associated with mobile platforms, which may be different from those of personal computers; (b) the risk of malware or malicious applications that might potentially capture sensitive user information or mislead users into providing sensitive user information; (c) the risk of loss or theft of mobile devices; and (d) the risk of a user's security awareness when using a mobile device being lower than when using a personal computer. You should observe any relevant security measures in a timely manner as may be specified by us and/or the relevant third-party instant messaging platform provider from time to time. Please also refer to the security advice provided by us and/or the relevant third-party instant messaging platform provider from time to time.

You agree to take reasonable steps and protection measures to keep your device used for communicating with us via a third-party instant messaging platform secure to prevent fraud. In particular, you acknowledge that you should: (i) not disclose your personal information to any persons failing to prove their identities or any doubtful third-party instant messaging platform and not answer unsolicited messages or phone calls asking you to disclose any personal details, account numbers and/or passwords which should be kept secret at all times (in this regard, we would never contact you directly either by instant messages, emails or phone calls to ask you to disclose your passwords); (ii) not access a third-party instant messaging platform through public or shared devices; (iii) only access a third-party instant messaging platform by opening the application previously downloaded onto your personal device, rather than clicking on a link provided in any email; and (iv) ensure that your personal device is securely configured and that it is adequately protected from software viruses and malicious programs by regularly updating your anti-virus software and using such updated software to remove spyware from your personal device.

When communicating with us via a third-party instant messaging platform, you will receive instant messages from the following:

- official verified account name (for WhatsApp)
 - Morgan Stanley Asia Wealth Management
 - official verified phone numbers (for WhatsApp):
 - +852 5971 4795
 - +852 5972 4285
 - +852 6048 6903
 - +65 9723 3896
 - +65 8878 4785
 - +65 8878 3793
 - +61 403 084 863
 - +61 403 107 273
 - +61 403 084 901
 - official verified account name (for WeChat):
 - Morgan Stanley Asia Wealth Management
- Scan QR code to follow our WeChat Official Account



You acknowledge and agree that you will be engaging with persons acting for and on behalf of the relevant Morgan Stanley Company entity that you are a client of, as opposed to Morgan Stanley Bank Asia Limited.

If you have received or receive any instant messages from any other phone numbers or account names (as the case may be) purporting to be messages from us, please inform us by contacting your Morgan Stanley financial adviser as soon as reasonably practicable and discontinue such communication and close the third-party instant messaging platform immediately.

You must also inform us by contacting your Morgan Stanley financial adviser as soon as reasonably practicable after you find or believe that: (aa) your device used for communicating with us via a third-party instant messaging platform has been compromised, lost or stolen; (bb) unusual, suspicious or unauthorized transactions have been conducted over your accounts in connection with your communication with us via a third-party instant messaging platform; (cc) you have received a suspicious message, email, or phone call requesting for your personal details, account numbers and/or passwords; or (dd) any other actual or suspected security related incident has taken place

(each a "**Security Incident**"). Failure to do so may result in you being liable for any losses arising from your failure to notify us.

Provided you comply with your obligations under these IM Terms, and you do not act fraudulently or with gross negligence in respect of your communication with us via a third-party instant messaging platform (such as failing to safeguard properly your device used for communicating with us via a third-party instant messaging platform), you will not be responsible for any direct loss you may suffer as a result of unauthorized transactions conducted on your accounts due to your communication with us via a third-party instant messaging platform governed by these IM Terms. You shall be liable for all losses suffered by you if you have acted fraudulently or with gross negligence in respect of your communication with us via a third-party instant messaging platform, or if you have failed to comply with your obligations under these IM Terms.

You may also be held liable for all losses suffered by you if: (x) you or the authorized person has acted with gross negligence in respect of any communication with us via a third-party instant messaging platform (including cases where you knowingly allow the use by others of your device or mobile number(s)); (y) you have failed to inform us as soon as reasonably practicable after you find or believe that a Security Incident has taken place; or (z) you have failed to follow the safeguards set out in this Clause if such failure has caused the losses.

If you breach any of your responsibilities as set out in these IM Terms, we may terminate and suspend all electronic communications with you via a third-party instant messaging platform in our sole discretion and without any prior notice or liability to you, without prejudice to any other rights or remedies we may have under these IM Terms, the Customer Agreement (if applicable) and/or applicable laws and regulations.

7. Third-party Terms

Your use of any third-party instant messaging platform to exchange electronic communications with us may be subject to such third party's terms of use and privacy policy ("**Third-party Terms**") under which you contract solely and independently. You agree to indemnify all companies within the Morgan Stanley group of companies and each of their affiliates, directors, employees and agents for any loss suffered as a result of your breach of any Third-party Terms. We do not endorse or guarantee the availability, quality or suitability of any third-party instant messaging platform.

Please note that any electronic communications with us via a third-party instant messaging platform may be (a) retained by the third-party instant messaging platform provider or disclosed by the third-party instant messaging platform provider to other parties in accordance with the Third-party Terms; and (b) shared with all companies within the Morgan Stanley group of companies and each of their affiliates and service providers who may be located outside the jurisdiction in which you are based. You hereby acknowledge and agree that any electronic communications with us (including personal data if applicable) via a third-party instant messaging platform may be transferred to a jurisdiction which may provide for a lower standard of protection of your information as compared to that of the jurisdiction in which you are based. If you are providing consent on behalf of any other person(s), you represent, warrant and confirm to us that you are acting on their instructions and acting under their express authorization.

8. Fees and charges

Except for the fees and charges applicable to your account(s) under the Customer Agreement (if applicable) and the fees and charges specified under Clause 2 above, we do not impose any other fees and charges for communicating with you via a third-party instant messaging platform.

9. Privacy policy, overseas transfer of data and direct marketing

This Clause applies without prejudice to any other consent given to us or our associated firms by you, or the person on whose behalf you are authorized to act, under the Customer Agreement and/or other documents that you, or the person on whose behalf you are authorized to act, may have agreed to, or may be asked to agree to.

Our Privacy Policy: We shall collect, hold, store, disclose, process and/or transfer information about you, and the person on whose behalf you are authorized to act, which may constitute personal data ("**Your Personal Information**"), in accordance with our Privacy Policy, a copy of which may be accessed via this link: www.morganstanley.com/disclaimers/emea-privacy-policy. Please read and carefully consider the terms of our Privacy Policy. By using a third-party instant messaging platform for the purposes of communicating with us, you are, on behalf of yourself and/or each other person on whose behalf you are authorized to act, (a) acknowledging that you have read and understood our Privacy Policy; and (b) expressly consenting to our Privacy Policy.

Direct marketing: The following information is provided to you in accordance with the requirements of personal data protection laws applicable to you:

- a. we and our associated firms intend to use Your Personal Information in direct marketing via a third-party instant messaging platform and, in certain jurisdictions, this purpose may require your consent (including an indication of no objection and/or express consent). We require your express consent to provide Your

Personal Information to our associated firms for use in direct marketing. We may receive money or other property in return for providing Your Personal Information to our associated firms;

- b. if there are any products or services that we or our associated firms believe may be of particular interest to you, whether issued or provided by us, our associated firms or third party issuers or providers (for example, a fund manager or insurance service provider not affiliated with us), then you may be contacted personally, either by us or our associated firms via a third-party instant messaging platform and you agree that we or our associated firms may contact you outside standard working hours or if you are travelling overseas;
- c. any of Your Personal Information, including your name, contact details, demographic data, address or email address, telephone number, facsimile number or mobile telephone number, may be used by us, and provided to our associated firms for their use, in direct marketing via a third-party instant messaging platform;
- d. the following classes of services, products and subjects (whether issued or provided by us, our associated firms or third party issuers or providers) may be marketed by us or our associated firms via a third-party instant messaging platform: banking, lending, credit and related services, general investment and dealing services in any kind of investment, together with related research, advice, valuation, custody, clearing and settlement services; and
- e. if you do not wish us to use Your Personal Information, or provide to our associated firms Your Personal Information for their use, in direct marketing via a third-party instant messaging platform as described above, you may notify us at dataprotectionoffice@morganstanley.com any time or as directed in any marketing materials we or our associated firms send to you. Please note that if you do not wish us or our associated firms to contact you for such purposes, we or our associated firms may need to limit the range of products and services which we or our associated firms can offer to you or we or our associated firms may not be able to open or maintain certain accounts for you.

Overseas transfer of data: Without limiting the generality of our Privacy Policy and/or the Customer Agreement (as applicable), you acknowledge and agree that disclosures of Your Personal Information to us, our associated firms, and service providers, including in each case to and/or via a third-party instant messaging platform, can involve overseas storage and other overseas transfer, processing and use of Your Personal Information in countries or territories such as Canada, China, Hong Kong, Hungary, India, Japan, Singapore, United Kingdom, the United States of America and other countries where Morgan Stanley operates (see our global offices at <http://www.morganstanley.com/about-us/global-offices>). Such countries or territories may provide for a lower standard of protection of Your Personal Information as compared to that of United Kingdom, Hong Kong, Singapore or other jurisdictions applicable to you. Where required, we have put in place appropriate data transfer mechanisms, including data transfer agreements, to ensure Your Personal Information is protected. You can obtain a copy of the relevant data transfer agreements (where applicable) by contacting us at dataprotectionoffice@morganstanley.com. By agreeing to these IM Terms and continuing to communicate with us via a third-party instant messaging platform, you hereby consent to overseas storage and other overseas transfer, processing and use of Your Personal Information as described in the terms set out above.

10. Other important notices

Morgan Stanley is not acting as a municipal advisor and the opinions or views contained in any electronic communication from us via a third-party instant messaging platform are not intended to be, and do not constitute, advice within the meaning of Section 975 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act.

If you have received any electronic communication from us via a third-party instant messaging platform in error, please destroy all electronic and paper copies and notify the sender immediately. Mis-transmission is not intended to waive confidentiality or privilege.

Morgan Stanley reserves the right, to the extent permitted under applicable laws and regulations, to monitor electronic communications. Each electronic communication from us via a third-party instant messaging platform is subject to the terms available at the following link: <http://www.morganstanley.com/disclaimers>. If you cannot access this link, please notify us by reply message and we will send the contents to you. By communicating with Morgan Stanley, you consent to the foregoing and to the voice recording of conversations with personnel of Morgan Stanley.

Notwithstanding anything to the contrary in any electronic communication from us via a third-party instant messaging platform, any document(s) attached to such electronic communication or any other agreement between you and us (including any provision which purports to prevail over the Customer Agreement (if applicable)), no provision (whether in the Customer Agreement (if applicable), these IM Terms, any electronic communication from us via a third-party instant messaging platform, any document(s) attached to such electronic communication or any other agreement between you and us) shall operate so as to remove, exclude, restrict or waive our obligations under applicable laws and regulations, except insofar as this is permitted under applicable laws and regulations.

11. Assignment and waiver

You may not assign, sublicense, delegate, subcontract or otherwise transfer your rights, duties and obligations under these IM Terms to a third party without our express written consent. Any instrument whereby you purport to make an assignment or other transfer in violation of this provision shall be null and void. Any forbearance or delay on the part of either party hereto in enforcing any provision of these IM Terms or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same for such occurrence or any future occurrence.

12. Termination and suspension

We may terminate or suspend use of electronic communications with you via a third-party instant messaging platform at any time, with or without prior notice. Notwithstanding termination, these IM Terms shall continue to apply with respect to any act or omission prior to the date of termination.

13. Amendment to these IM Terms

We may amend these IM Terms from time to time for a valid reason. We will provide you with at least 7 days' notice of any such amendments prior to them becoming effective, where we can, by writing to you, through email, instant message, or mailed letter to the address you have given us, posting to our website, or, where permitted by applicable laws and regulations, through a third-party instant messaging platform. If you do not agree to any such amendments then you may opt out of using this third-party instant messaging platform to communicate with us by contacting your Morgan Stanley financial adviser and discontinuing such communication at any time. By continuing to communicate with us via a third-party instant messaging platform following the date on which our amendments to these IM Terms become effective, you acknowledge that you accept and agree to such amended IM Terms.

14. Governing law and others

To the maximum extent permitted by applicable laws, (a) these IM Terms shall be governed by and construed in accordance with the laws of New South Wales, Australia; (b) you and we agree that any dispute arising out of or in connection with these IM Terms including the existence, validity, interpretation, performance, breach or termination hereof, or any dispute regarding non-contractual obligations arising out of or relating to it ("**Disputes**") shall be finally resolved by arbitration administered by the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") as amended from time to time. The seat of the arbitration shall be Sydney, New South Wales, Australia. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English; and (c) you consent to arbitration pursuant to this paragraph and agree not to bring any action or proceeding in relation to any Dispute in any other forum. This arbitration agreement shall be governed by the laws of New South Wales, Australia.

You acknowledge that any breach or threatened breach by you of any provision of these IM Terms may cause us irreparable injury and damage and, therefore, that any such breach or threatened breach may be enjoined through injunctive proceedings in addition to any other rights and remedies that may be available to us at law or in equity.