



Chat With Us Terms of Use

Chat With Us is a service provided by The Hongkong and Shanghai Banking Corporation Limited ("HSBC" or "We") and we may engage service provider(s) ("Service Provider(s)") in providing this service. These Terms of Use govern your access to and use of Chat With Us and contain important information about how we will access and use Personal Information about you for the purpose of providing this service. Your use of Chat With Us constitutes acceptance of these Terms of Use, as amended from time to time.

1. The use of Chat With Us

Chat With Us enables an automated chat as well as live HSBC agents in call centres to interact with HSBC customers and other individual users through a chat screen on the HSBC HK Mobile Banking app.

HSBC provides this service for the purpose of interacting with you while visiting HSBC HK Mobile Banking app. We aim to provide you with help and support in navigating the HSBC HK Mobile Banking app, internet banking services and general information about HSBC's products and services upon your request over the HSBC HK Mobile Banking app. We will send you notifications (Chat Notifications) when our customer service officers have responded to your queries. Please note that Chat Notification and Push Notification Alerts Service are separate services.

We have a right to enhance or adjust the scope of service, features and functions of Chat With Us from time to time without prior notice. We have the right to vary these Terms of Use from time to time by giving notice.

HSBC will not provide you with any advice, solicitation or recommendation via Chat With Us. HSBC will merely be communicating with you via Chat With Us to assist in your use of the HSBC HK Mobile Banking app and respond to certain general enquiries or requests about designated account, transaction or application.

You must only use Chat With Us for the purposes permitted by HSBC. You must not use or attempt to use Chat With Us to:

- (a) adversely affect the reputation of HSBC or the Service Provider(s);
- (b) damage or interfere with Chat With Us data, software, website or information technology systems of HSBC or the Service Provider(s);
- (c) send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information ; or
- (d) cause annoyance or inconvenience to HSBC or the Service Provider(s).

You acknowledge that HSBC can terminate your use of Chat With Us if HSBC reasonably believes that you have breached these Terms of Use.

2. Privacy

You are not required to provide HSBC with any personal information (including sensitive information) to HSBC while using this service to enquire about functionality of or navigation around the HSBC HK Mobile Banking app. However, we may ask you to provide partial information about yourself or your account for verification purpose if you make certain general enquiries or requests about designated account, transaction or application. If our system detects that you have provided sensitive personal data such as your full account number or identification number via Chat With Us, we will perform appropriate masking to protect your personal data. If the disclosure of more detailed personal or account information is required to assist you with your enquiry, HSBC will contact you via other means, such as over the telephone or via HSBC's Internet Banking secure message.



If you provide your personal information about yourself or your account to HSBC, HSBC may collect, use, store and disclose your personal information in accordance with HSBC's [Privacy Policy](#) and HSBC's website [Terms of Use](#). For the purpose of ensuring the smooth running of the system, we may disclose the contents of the Chat With Us communication (including any personal information you provide to us when using Chat With Us) to the Service Provider(s) who may be located and have servers within or outside Hong Kong. HSBC has in place contractual arrangements with the Service Provider(s) for the protection of personal information but HSBC cannot guarantee the security of information and does not assume liability on the use of data by the Service Providers.

3. Records

For quality and verification purposes, HSBC will retain a record of all communications with you via Chat With Us for a period of 7 years (or such other period as considered appropriate by HSBC) from the day upon which Chat With Us communication took place.

4. Warranties/limited liability

To the extent permitted by law, HSBC excludes all implied representations, conditions and warranties whether statutory or otherwise.

HSBC will not be liable to you or any other party for any actions, proceedings, claims, losses or damages suffered by you arising from or connected with your use of Chat With Us or indirect or consequential loss or for loss or corruption of data, loss of revenue or loss of profits, whether in contract, tort or under statute or otherwise arising from or connected with your use of Chat With Us.

Your right of recovery under these Terms of Use is cumulative.

5. Third party rights

No person other than you and HSBC will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms of Use.

6. Governing Law and Governing version

These Terms of Use are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). You agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong. You further agree that these Terms of Use may be enforced in the courts of any competent jurisdiction.

The English version of these Terms of Use shall prevail whenever there is a discrepancy between the English version and the Chinese version.