

HSBC HK RM Chat Terms and Conditions

- 1. You hereby agree that:
 - HSBC HK RM Chat involves the use of a third party platform (the "Service Provider") which enables encrypted communication within the third-party messaging apps such as WeChat and WhatsApp.
 - any Communication made by you with The Hongkong and Shanghai Banking Corporation Limited (the "Bank" or "we") using HSBC HK RM Chat will be construed as "Communication" as defined under HSBC Integrated Account Terms and Conditions; and
 - your Communication with us using HSBC HK RM Chat will be subject to these HSBC HK RM Chat Terms and Conditions and the HSBC Integrated Account Terms and Conditions. Capitalized words and phrases used in these terms shall have the same meaning ascribed to them in HSBC Integrated Account Terms and Conditions unless otherwise defined.

You acknowledge that the types and scope of services that HSBC HK RM Chat can perform for you are limited and we have a right to enhance or adjust the scope of service, features and functions of HSBC HK RM Chat services from time to time without prior notice.

We make information about our products and services available through these instant messaging services. However, they should not be taken as an offer, solicitation, recommendation or advice. We shall not be considered as communicating any invitation, inducement, offer or solicitation to engage in banking, investment or insurance activity in any jurisdiction where such communication would be against the law or regulations. You should not consider or treat our communications as such either.

- 2. You must not use or attempt to use HSBC HK RM Chat services to:
 - adversely affect the reputation of HSBC or the service provider(s);
 - damage or interfere with HSBC HK RM Chat services data, software, website or information technology systems of HSBC or the service provider(s);
 - send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information; or
 - cause annoyance or inconvenience to HSBC or the service provider(s).
- 3. You acknowledge that we can terminate your use of HSBC HK RM Chat services if we reasonably believe that you have breached these Terms and Conditions. You further acknowledge the following in relation to any instruction that you may make through this HSBC HK RM Chat services:



- i. The Bank is not obliged to act upon any such instruction.
- ii. Your instruction may not be acted upon until actually received and acknowledged by the Bank.
- iii. Where the Bank receives an instruction after business hours or on a day which is not a Business Day, such instruction may only be acted upon on or after the next Business Day.
- iv. Communication through a third-party messaging app can involve substantial risks including, but not limited to:
 - potential loss of confidentiality;
 - sending of Communications to a person not authorized to receive the same:
 - interception and/or hacking of your Communication;
 - the manipulation of contents and/or the sender's phone number or other details;
 - non-original signatures in any Communication may be forged; and
 - the loss of data or damage to hardware may be caused by viruses, bugs and/or other harmful or malicious script or software.
- v. You are fully responsible for all loss or damage sustained or incurred by Communications made through a third-party messaging app in lieu of the Bank receiving original signed documents and/or instructions given by any other method.
- vi. Your information may be shared with a service provider for the purpose of enabling, maintaining and supporting those communication channels. Please refer to the terms published by each service provider for details on how such service provider may access and/or process your information.
- 4. You are responsible for the security of your electronic devices and the information that you disclose via HSBC HK RM Chat.
- 5. These Terms and Conditions 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 and Conditions may be enforced in the courts of any competent jurisdiction.

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



Important notes

If you do not agree with any of the terms and conditions set out above, please notify your Relationship Manager and do not continue to use HSBC HK RM Chat.

Remember don't include any personal or sensitive information including your account and location unless asked by us. If you have provided your personal information about yourself, your account or your location to HSBC, you authorise HSBC to collect, access, use, store and disclose your personal information in accordance with HSBC's <u>Data Privacy Notice</u>.

HSBC will retain a record of all communications with you for quality and verification purposes. Conversations may be disclosed to regulatory bodies in compliance with applicable laws.

If you are a non-Hong Kong resident or you are located outside of Hong Kong, the products and services made available to you through our instant messaging channels may not be registered or authorized by any central bank, governmental or regulatory authority in your place of residence or location. As such, you may not be protected by the securities laws, banking laws, insurance laws, or other relevant laws and regulations in your place of residence or location for such products and services.

When utilizing HSBC HK RM Chat you may receive messages from the Bank originating from the following phone numbers:

- 1. +852 2233 3083
- 2. +852 2233 3084
- 3. +852 2233 3085
- 4. +852 2233 3086
- 5. +852 2233 3087
- 6. +852 2233 3088
- 7. +852 2233 3089