



Chat Services Terms of Use

Chat Services is a service provided by The Hongkong and Shanghai Banking Corporation Limited ("HSBC" or "we"). These Terms of Use govern your access to and use of chat services 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 services constitutes acceptance of these Terms of Use, as amended from time to time.

1. The use of Chat Services

This service enables chatbot, an automated virtual assistant as well as live HSBC staff to interact with HSBC customers and other individual users through:

- a pop-up chat window on screen on HSBC's public and personal internet banking websites www.hsbc.com.hk / www.personal.hsbc.com.hk ("Website")
- a chat screen on the HSBC HK Mobile Banking app

The chatbot is powered by big data analytics and artificial intelligence technology which add convenience for customers to get instant support on enquires. The accuracy, relevance, adequacy and quality of the interaction may vary while such technology is constantly evolving.

HSBC provides this service for the purpose of interacting with you while visiting our Website and HSBC HK Mobile Banking app. We aim to provide you with help and support in navigating our Website and HSBC HK Mobile Banking app, using our internet banking services and responding to your request for general information about HSBC's products and services, and other assistance in relation to your account, application and transactions.

You acknowledge that the types and scope of banking services that the chatbot can perform for you are limited and the chatbot will not provide you with any advice, solicitation or recommendation.

If you are using the Chat Services on HSBC HK Mobile Banking app, we will send you notifications (Chat Notifications) when we reach out or respond to you. 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 services from time to time without prior notice. We have the right to vary these Terms of Use from time to time by giving notice.

You must only use chat services for the purposes permitted by HSBC. You must not use or attempt to use chat services to:

- (a) adversely affect the reputation of HSBC or the service provider(s);



(b) damage or interfere with chat services 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 services 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) while using this service to enquire about functionality or navigation around our Website and HSBC HK Mobile Banking app. However, while we are responding to your enquiries or processing about your account, transaction or application, you may be asked to provide personal or account information and location. If our system detects that you have provided a full identification number via chat services, we will perform appropriate masking to protect your personal data. Please do not disclose any of your personal or account information and location unless you have been 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 [Privacy Policy](#), website [Terms of Use](#) and [Online and Mobile Banking Terms](#). For the purpose of ensuring the smooth running of the system, we may disclose the contents of the chat communication (including any personal information you provide to us when using chat services) to the service provider(s) engaged by us for providing this service 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 our service provider(s).

You are responsible for the security of your electronic devices, logon credentials and the confidentiality of your information. Refer to HSBC's [Cyber security and fraud hub](#) to learn about how to protect your personal data and devices.

3. **Records**

For quality and verification purposes, HSBC will retain a record of all communications with you.

HSBC may analyze the records, including processing of big data analytics and artificial intelligence to improve the chatbot accuracy and performance, for the purpose of providing banking services.



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 services 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 services.

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.