

## **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 ("Terms") govern your access to and use of Chat Services. Your use of Chat Services constitutes acceptance of these Terms.

### **1. The use of Chat Services**

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

- a pop-up chat window on screen on HSBC's public and personal internet banking websites; or
- a chat screen on our apps.

We may 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 from time to time.

You must not use or attempt to use Chat Services to:

- adversely affect the reputation of HSBC or the service provider(s);
- damage or interfere with Chat Services data, software, platform 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).

HSBC can suspend or terminate your use of Chat Services at any time if HSBC reasonably believes that you have breached these Terms.

### **2. Privacy**

You are responsible for the security of your electronic devices, logon credentials and the information that you disclose via Chat Services.

### **3. 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 is cumulative.

### **4. 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.

## **5. Governing Law and Governing version**

These Terms 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 may be enforced in the courts of any competent jurisdiction.

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