

HSBC HK WeChat Binding Terms and Conditions

HSBC HK WeChat Binding Terms and Conditions

These HSBC HK WeChat Binding Terms and Conditions (“**these Terms and Conditions**”) shall apply in connection with the use of HSBC HK WeChat Binding.

These Terms and Conditions are in addition to and supplemental to, but do not replace, any other terms and conditions applicable to you or services provided by us to you from time to time. You are advised to re-read such terms and conditions in conjunction with these Terms and Conditions before using or continuing to use HSBC HK WeChat Binding.

Important to Note

The information provided by us through HSBC HK WeChat Binding is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation.

Making available information about products or services through HSBC HK WeChat Binding does not constitute an offer, solicitation or recommendation of any products or services provided by us. HSBC HK WeChat Binding shall not be considered as communicating (and you should not consider or treat them as such):

- (a) any invitation or inducement to engage in banking, investment or insurance activity: or
- (b) any offer or solicitation to buy or sell any securities or other instruments or to buy insurance

in any jurisdiction where such communication would be contrary to law or regulation.

If you are resident or located outside Hong Kong, products or services made available to you through HSBC HK WeChat Binding may not be registered or authorized by any central bank, governmental or regulatory authority in your place of residence or location. Accordingly, you may not be protected by the securities laws, banking laws, insurance laws or other relevant laws and regulations of your place of residence or location with respect to such products or services.

We do not represent that any products or services made available to you through HSBC HK WeChat Binding are suitable for you or any particular person. You acknowledge that any information provided through HSBC HK WeChat Binding does not constitute and should not be considered as investment, financial, tax or professional advice. You should obtain your own independent investment, financial, tax and professional advice as appropriate.

By performing Binding, you shall be deemed to have accepted and will be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions:

“**Binding**” means completing the procedures specified by HSBC to bind your Designated WeChat Account with your Personal Internet Banking profile to enable you to use HSBC HK WeChat Binding, and “**Bind**” and “**Bound**” shall be construed accordingly;

“Designated WeChat Account” means the personal WeChat account used by you to perform Binding in order to use HSBC HK WeChat Binding;

“Electronic Device” means your device (including mobile telephone and computer) for receiving communication via HSBC HK WeChat Binding;

“Electronic Message” means any message sent or received by you via HSBC HK WeChat Binding;

“Enquiry Service” means the enquiry service provided by HSBC HK WeChat Binding;

“HSBC HK WeChat Binding” means the service provided by us through WeChat in accordance with these Terms and Conditions;

“HSBC HK WeChat Official Account” means the WeChat account we use to provide HSBC HK WeChat Binding;

“Notification Service” means the notification service provided by us under HSBC HK WeChat Binding;

“Tencent” means Tencent International Service Pte. Limited and its affiliated entities or any of them;

“Unbinding” means the termination of the linkage between your Designated WeChat Account and your Personal Internet Banking profile by following the Unbinding procedures specified by us, and “Unbind” and “Unbound” shall be construed accordingly;

“We” means The Hongkong and Shanghai Banking Corporation Limited including its successors and assigns, and **“our”** shall be construed accordingly;

“WeChat” means the WeChat platform (on which HSBC HK WeChat Binding is operated) and related services made available by Tencent from time to time; and

“You” means any of our customers of age 18 or above who have performed Binding for the purpose of using HSBC HK WeChat Binding, and **“your”** shall be construed accordingly.

1.2 Unless contrary indication appears:

- (a) any reference to these Terms and Conditions to words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and
- (b) any reference to these Terms and Conditions to **“including”** or **“includes”** means including or includes without limitation.

2. HSBC HK WeChat Binding

2.1 Without affecting Clause 8 below, we have the right to determine and change from time to time the scope, features, functions and operation of HSBC HK WeChat Binding to be made available (including the types of enquiries, communication and transaction instructions for which we will provide HSBC HK WeChat Binding) and we may cancel, withdraw, suspend, vary, expand, or

reduce HSBC HK WeChat Binding (including its scope, features, functions and operations) at any time without giving notice or reason.

- 2.2 Before you can use HSBC HK WeChat Binding, you will need to follow our instructions to perform Binding and we may ask you to provide information from time to time to verify your identity before we allow you to use or continue to use HSBC HK WeChat Binding.
- 2.3 By performing Binding or by using HSBC HK WeChat Binding, you agree:
- (a) to receive information or push notifications from us in your Designated WeChat Account until Unbinding occurs;
 - (b) to accept the responsibilities and risks associated with the use of HSBC HK WeChat Binding (particularly those outlined in Clauses 4 and 7 below);
 - (c) not to use the services provided by Tencent in a way which is prohibited or not authorised under its applicable terms and conditions; and
 - (d) that the information you provide to us (including the information you provide for the purpose of Binding and verification and any information uploaded in any communication via HSBC HK WeChat Binding) will be used or shared in accordance with our Notice relating to the Personal Data (Privacy) Ordinance that is applicable to you from time to time.
- 2.4 We may not provide HSBC HK WeChat Binding where, in our opinion, the Designated WeChat Account is invalid or Unbound or if we have suspicion or knowledge that the Designated WeChat Account is not under your control.
- 2.5 You should perform Unbinding if the Designated WeChat Account changes, is suspended or terminated or is no longer under your control. After Unbinding, if you wish to perform Binding again, please contact us. We may need you to go through the whole Binding process again.
- 2.6 You represent and warrant that the Designated WeChat Account is under your control and confirm that all information provided to us is complete, accurate and up-to-date. You should notify us of any change in the information as soon as reasonably practicable.
- 2.7 Without prejudice to Clause 2.1 above, we may suspend or terminate any or all of HSBC HK WeChat Binding for any reason without notice, including without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by any telecommunications companies concerned or by third party service providers. We will not (unless caused solely and directly by the Bank's gross negligence or wilful default) assume any liabilities or responsibilities to any person for any such suspension or termination.
- 2.8 You can terminate the use of HSBC HK WeChat Binding at any time by performing Unbinding.
- 2.9 Even after termination of HSBC HK WeChat Binding, you remain responsible for performing and discharging your obligations and liabilities created or accrued before suspension or termination. This Clause 2, Clauses 5, and 7 to 13 of these Terms and Conditions shall continue to apply even after termination of HSBC HK WeChat Binding by us or by you.

Electronic Messages

- 2.10 While the Designated WeChat Account is Bound, we may provide you with Enquiry Service in relation to account balance, Notification Service and any other services as we may decide to provide from time to time.
- 2.11 Any Electronic Message sent by us via the HSBC HK WeChat Official Account to the Designated WeChat Account shall be deemed to be delivered to you at the time when the Electronic Message was sent by us.
- 2.12 Unless we otherwise agree or provide, any Electronic Message sent by us to you is one-way communication and you should not reply to such Electronic Message. If you receive any Electronic Message which purports to request for any reply or any account or security details such as passwords, you should report to us immediately.
- 2.13 You acknowledge that any information in any Electronic Message is for your reference only and we do not make any representations or warranties regarding the authenticity, accuracy, completeness, legality or validity of any Electronic Message. It is your sole responsibility to verify any information received under HSBC HK WeChat Binding. Any exchange rate, interest rate, dealing rate or other price or information quoted by us through HSBC HK WeChat Binding is for reference only and is not binding, unless the rate is confirmed by us for a transaction. A rate, price or information confirmed by us and accepted by you for a transaction through HSBC HK WeChat Binding will be binding on you, even if we may have quoted a different rate, price or information previously by any means.
- 2.14 You understand that there may be a time lag in transmitting an Electronic Message via HSBC HK WeChat Binding. We will not be liable for our failure to respond timely (except for our gross negligence or wilful default).
- 2.15 You acknowledge that all Electronic Messages will be displayed in such language(s) which we may provide from time to time at our absolute discretion.

3. Security

- 3.1 You agree that HSBC HK WeChat Binding is for your sole and exclusive use and you shall not allow any other person to access or use HSBC HK WeChat Binding. You shall not disclose to any other person the username, passwords and other credentials you use for using HSBC HK WeChat Binding.
- 3.2 You are responsible for the security of the Electronic Device and the relevant Designated WeChat Account and must take all reasonable precautions to prevent any other person from accessing or using HSBC HK WeChat Binding.
- 3.3 You are fully responsible for the following:
- (a) any loss, theft, disclosure or unauthorised use of any username, password or credentials you use to register for HSBC HK WeChat Binding;
 - (b) any loss, theft or unauthorised use or control of the Electronic Device; and
 - (c) any unauthorised use of HSBC HK WeChat Binding.

You should notify us as soon as reasonably practicable if you become aware of or suspect any of the events in (a) to (c) above has occurred.

- 3.4 You shall ensure that the Electronic Device is not tampered with (e.g. rooted, hacked, jail-broken, etc.) You should consider installing security applications to protect the Electronic Device from being hacked. You should install the latest version of WeChat application and operating system of the Electronic Device once available from the developers so as to limit the chance of vulnerability due to bugs found in older versions.
- 3.5 All communications through HSBC HK WeChat Binding will be via the HSBC HK WeChat Official Account. If you receive an Electronic Message under HSBC HK WeChat Binding but not from the HSBC HK WeChat Official Account, please do not respond to it. We bear no liability or responsibility for such messages.

4. Tencent and other third parties

- 4.1 In order to use HSBC HK WeChat Binding, you are required to enter into separate agreements with other third parties, such as Tencent, your mobile device operating system provider and mobile service carrier, for the use of their services and accept their privacy policies. By using WeChat services or HSBC HK WeChat Binding, you are deemed to have read and accepted the relevant terms and conditions and privacy policies of Tencent and those service providers. It is your sole responsibility to check from time to time if there are any updates of their terms and conditions, policies, service statements, business rules and announcement guidelines, etc. and comply with them. We are not responsible for the activities, products and services of Tencent and other third parties. You will be solely liable for your breach of any terms and conditions of Tencent or other third parties.
- 4.2 We engage and rely on third parties services to provide HSBC HK WeChat Binding, such as the WeChat platform (provided by Tencent). You acknowledge that these third parties are neither our agencies nor representing us. There is no partnership or joint venture between any of them and us. We may switch to use other support services or change the provider without giving notice to you.
- 4.3 We use such encryption technologies as we think appropriate to protect your information from being disclosed to unauthorised parties. However, there may be circumstances where we may need to share the Electronic Messages or our activities under HSBC HK WeChat Binding with other parties (including our service providers) located within or outside Hong Kong for maintenance or other reasons, in which case we will have processes in place to ensure your personal data privacy is protected.
- 4.4 By using HSBC HK WeChat Binding, you agree that we may share with Tencent the contents of the Electronic Messages and information about you or your accounts for the purposes of HSBC HK WeChat Binding. Tencent has wide powers to use your personal information and information communicated across the WeChat platform under its WeChat privacy policy. Tencent may combine such data with other information about you collected via other channels for purposes such as conducting WeChat user analysis or marketing. Tencent's WeChat privacy policy allows Tencent to share such data with third parties such as government bodies, its group companies and providers of third party support services without the need to seek your prior consent. Tencent or their partners or other third parties may also capture information about you or your use of WeChat services through the use of cookies, web beacons and similar technologies.
- 4.5 Even though we use reliable technology to protect your data, we cannot guarantee the security of the communication. We also cannot guarantee that third parties will not gain access to the contents of the Electronic Messages or conduct decryption. We will not be responsible for loss or leakage of information by, or on the platform of, other third parties or loss or leakage caused by force majeure or events beyond our control.

5. Other Acknowledgements, Warranties and Undertaking

- 5.1 You shall, at our request, execute such documents, provide such information and perform such acts as we may consider necessary or expedient in connection with the provision of HSBC HK WeChat Binding to you.
- 5.2 You undertake to comply with all applicable laws, rules and regulations in using HSBC HK WeChat Binding.

6. Fees

- 6.1 We reserve the right to revise any existing charging structure and/or make additional charges from time to time by notice to you in relation to the provision of HSBC HK WeChat Binding.
- 6.2 You shall bear any fees, charges or expenses which may be imposed by your service providers or any third parties in relation to the relevant Designated WeChat Account or the Electronic Device (including data usage) in connection with the use of HSBC HK WeChat Binding.

7. Restriction of Liabilities

- 7.1 If we can show that an Electronic Message was sent out by us, we have no liability to you if you suffer losses due to such Electronic Message not being received accurately or at all.
- 7.2 HSBC HK WeChat Binding is based on the WeChat services provided by Tencent on an “as they are” basis. We make no express or implied warranty for the services provided by Tencent, including the applicability and continuity of such services.
- 7.3 We will not be liable for any losses or consequences resulting from your non-compliance of these Terms and Conditions.
- 7.4 We do not assume any liability or responsibility (unless the following is caused solely and directly by our gross negligence or wilful default) to you or any other person for the consequences arising from or in connection with:
- (a) any interruption, suspension, delay, loss, mutilation or other failure in providing HSBC HK WeChat Binding howsoever caused;
 - (b) any mechanical failure, power failure, malfunction, or installation in connection with HSBC HK WeChat Binding; or
 - (c) any losses caused by service providers or any third parties in connection with HSBC HK WeChat Binding.
- 7.5 We will not be responsible for any losses or damages caused to your data, software, Electronic Device, telecommunications equipment or other equipment as a result of yours use of HSBC HK WeChat Binding unless such loss or damage is caused solely and directly by our gross negligence or wilful default.
- 7.6 We shall not be liable for any losses or consequences if Tencent or any service provider or other third party decrypts the Electronic Messages or any losses or consequences in connection with the use of such contents by any such party.
- 7.7 We will not be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with our providing, or failure or delay in providing HSBC HK WeChat Binding.

8. Variation of Terms

These Terms and Conditions may, at our sole discretion, be changed from time to time upon giving you prior notice by way of display in our premises or in our statement to you or by such other method as we may decide.

9. Assignment

We may at any time assign or transfer any or all of our rights and obligations hereunder to any person without your agreement. You are not allowed to assign or transfer any of your rights or obligations hereunder to any person unless with our prior written agreement.

10. Severability and inconsistency

10.1 If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect

- (a) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
- (b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

10.2 If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to your use of HSBC HK WeChat Binding) prevail to the extent that there is a contradiction.

11. Third Party Rights

No person other than you and us will have any right under the Contracts (Rights of Third Party) Ordinance to enforce or enjoy the benefit of any provision of these Terms and Conditions.

12. Governing Law and Jurisdictions

These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

13. Chinese version

The Chinese version of these Terms and Conditions is for reference purpose only. In case of discrepancies between the English and Chinese versions, the English version shall prevail unless otherwise provided herein.