



## Live Chat Terms of Use

Live Chat is a service made available by The Hongkong and Shanghai Banking Corporation Limited ("HSBC" or "we") using a facility established and maintained by LivePerson, Inc. ("LivePerson"). The automated chatbot service within Live Chat is maintained by Xiao Robot Technology (H.K.) Limited ("Xiao"). These Terms of Use govern your use of Live Chat. Your use of Live Chat constitutes acceptance of these Terms of Use.

### 1. The use of Live Chat

Live Chat enables an automated chatbot, as well as live HSBC agents in call centres, to interact with HSBC customers and other individual users through pop-up windows live chat on screen **on HSBC's public and personal internet banking websites [www.hsbc.com.hk](http://www.hsbc.com.hk) / [www.personal.hsbc.com.hk](http://www.personal.hsbc.com.hk) ("Website")** to provide you with help and support in navigating our Website and accessing internet banking services and respond to enquiries or requests about our products and services or your designated account, transaction or application. HSBC will not provide you with advice while using Live Chat.

You must only use Live Chat for the purposes described in these Terms of Use. You must not use or attempt to use Live Chat to:

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

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

### 2. Privacy

You may choose to use Live Chat on an anonymous basis and you are not required to provide HSBC with any personal information (including sensitive information) while using this service to enquire about functionality of or navigation around the Website. However, we may ask you to provide partial information about yourself or your account for verification purpose before we can respond to your enquiries about your account, transaction or application.

If you provide your personal information to HSBC, HSBC may collect, use, store and disclose **your personal information in accordance with HSBC's [Privacy and Security Policy](#)**. For the purpose of ensuring the smooth running of the service, we may disclose the contents of the Live Chat communication (including any personal information you provide to us when using Live Chat) to LivePerson (who is located in The Netherlands and who has servers located globally such as the UK).

To preserve the confidentiality, HSBC will not disclose or ask you to disclose any sensitive personal or account information in its full form while we interact with you via Live Chat. 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**. Please avoid disclosing any personal or account information when using Live Chat unless you are making certain enquiries about your account, transaction or application and you are being asked by HSBC to provide partial information for verification purpose.



### 3. Transcripts and records

For quality and verification purposes, HSBC and Live Person may retain a transcript of all communications with you via Live Chat.

### 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 Live Chat (unless caused solely and directly by our gross negligence or wilful default) 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 Live Chat.

Your right of recovery under these terms of use is cumulative.

### 5. 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.