



## HSBC Chat Terms of Use

HSBC Web Chat and Mobile Chat (together the “Services”) are provided by HSBC Bank Australia Limited, ABN 48 006 434 162 (“HSBC”, “We”, “Our”) through a platform established and maintained by our service provider, LivePerson, Inc. a company incorporated in The Netherlands (“LivePerson”).

### 1. What terms apply to me?

These HSBC Chat Terms of Use govern your access to and use of the Services and contain important information about how HSBC and LivePerson will access and use personal information about you, should you choose to provide it (the “Terms of Use”). The Terms of Use shall apply when you accept them at the start of the Services’ respective chat journeys and you will need to accept them every time you use the Services. The Terms of Use may be varied by us in accordance with clause 3 below.

If you are an existing HSBC customer, then in addition to these Terms of Use, the HSBC Personal Banking Booklet and HSBC Online Banking Terms will also apply to you.

### 2. Use of the Services

The Services enable HSBC service consultants and automated chat bots to interact with HSBC customers and other individual users through pop-up chat windows on screen hosted on HSBC’s public website, [www.hsbc.com.au](http://www.hsbc.com.au) (“Website”), HSBC Australia online banking (“Online Banking”) and the HSBC Australia mobile banking application (“Mobile Banking app”).

HSBC provides the Services for the purpose of interacting with you while visiting our Website, or using Online Banking or the Mobile Banking app. We aim to provide you with help and support in navigating our Website, Online Banking services and Mobile Banking app, as well as provide you with general information about HSBC’s products and services upon your request and in limited circumstances may be able to assist you to complete instructions where you have been authenticated via these channels. If you permit us, we will send you push-notifications through the Mobile Banking app when our service consultants have responded to your queries.

Please be advised, HSBC will not provide you with advice relating to any of our products or services, nor offer, issue or invite you to apply for any products or services while using the Services.

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

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

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

### **3. When we may vary these Terms of Use**

We have the right to vary these Terms of Use at any time at our sole discretion. We will provide you with reasonable prior notice of such changes where required by law, in a manner we reasonably consider appropriate, including posting notice(s) on our Website, Online Banking and/or our Mobile Banking app, or sending such notice via emails or electronic messages.

In such circumstances, you'll need to expressly accept the new Terms of Use at the start of your use of the Services. As a result, we recommend that you read the Terms of Use every time you use the Services as the most recent version you accepted will apply to you.

The reasons for variation may be due to changes to our operation, business, technology or facilities we use, changes in law or regulations, new industry guidelines or codes of practices, or to facilitate corrections if any. We are not able to state all reasons why a variation may be needed in future, but if we vary any of the terms, we will make sure that it is reasonable.

### 4. Privacy

We may ask you to provide information about yourself or your account for verification purposes prior to using the Services. If our system detects that you have provided personal data, such as your full account number or passport number, via the Services, we will perform appropriate masking within the transcripts of the chats to protect your personal data. If the disclosure of more detailed personal or account information is required to assist you with your query, HSBC will request that you either login and authenticate yourself within the relevant Service or alternatively contact our contact center for further assistance.

You may choose to use the Services on an anonymous basis (i.e. unauthenticated basis) and you are not required to provide HSBC with any personal information (including sensitive information) to HSBC while using the Services. If you choose to provide your personal information to HSBC, HSBC will collect, store, use and share your personal information in accordance with HSBC's Privacy Policy and HSBC's Website Terms both of which can be found at the following locations:

Privacy Policy:

<https://www.hsbc.com.au/content/dam/hsbc/au/docs/pdf/privacy-policy.pdf>

Website Terms:

<https://www.hsbc.com.au/site-terms/>

In addition to the organisations or third parties to which HSBC may share your personal information listed in our Privacy Policy, HSBC may share any information you provide while using the Services with LivePerson, who's designated server for the Services is located in Australia. HSBC has in place contractual arrangements with LivePerson for the protection of such information, which includes ensuring any personal information you choose to share during your use of the Services is encrypted before it is shared with LivePerson.

### 5. Transcripts and records

For quality assurance and verification purposes, HSBC will retain a transcript of all communications with you via the Services. This information will be retained by HSBC for a period of 7 years (or such other period as considered appropriate by HSBC) from the day upon which the Services are used.

If you choose to provide HSBC with personal information when using the Services on an anonymous basis (i.e. unauthenticated basis), you are able to read and print a copy of the transcript by following the appropriate steps in the chat window. If you access the Services on an authenticated basis (i.e. by successfully logging on through Online Banking or the Mobile Banking app) you may read and retrieve a copy of the chat history yourself for the last 13 months (or such other period as made available by HSBC) by following the appropriate steps in the chat window.

### **6. 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 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 the Services. To the extent permitted by law, HSBC limits its entire liability to you under these Terms of Use to \$1.00. Your right of recovery under these Terms of Use is cumulative.

### **7. Governing Law**

These Terms of Use are governed by and are to be construed in accordance with the laws of New South Wales, Australia. You agree to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use. If any provision of these Terms of Use is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the Terms of Use which will continue in full force and effect.

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