



HSBC Chat Terms of Use

HSBC Chat allows you to interact with HSBC service consultants and automated chat bots through:

- pop-up chat windows on screen hosted on HSBC’s public website, www.hsbc.com.au (“Website”) and HSBC Australia internet banking service (“Online Banking”); and
- the HSBC Australia mobile banking application (“Mobile Banking app”).

We refer to these services as “Web Chat” and “Mobile Chat” respectively and together as the “Services”. 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 apply to your use of Web Chat and Mobile Chat from when you accept them at the start of the Web or Mobile Chat session and stop applying at the end of that chat session. You will need to accept them every time you use a Service

The Terms of Use may be updated by us from time to time.

2. Purpose and use of the Services?

HSBC provides the Services for the purpose of allowing you to interact with us while you are visiting our Website, or using Online Banking or the Mobile Banking app. You can use the Services to:

- obtain help and support in navigating our Website, Online Banking services and Mobile Banking app;

- receive factual information about HSBC’s products and services upon request; and
- in some circumstances, receive assistance to complete instructions you give to us in relation to other products and services where you have authenticated your identity via the applicable channel(s) (i.e. by successfully logging on through Online Banking or the Mobile Banking app) – if the instruction is in relation to a HSBC product you hold then the applicable product terms will also apply.

The specific functionality of the Services may change from time to time.

If you permit us to do so in your Mobile Banking app settings, we may send you push-notifications through the Mobile Banking app when our service consultants have responded to your queries.

HSBC does 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.

3. Prohibited uses and when we can restrict your use of the Service

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) damage 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) intentionally cause annoyance or inconvenience to HSBC or LivePerson.

HSBC can terminate your use of the Services (for example, we may end your Web Chat or Mobile Chat session) or restrict your ability to access the Services in future if HSBC reasonably believes that it is reasonably necessary to protect you, HSBC or another party (including LivePerson).

4. When we may update these Terms of Use and how we will notify you

We change our Services from time to time and may update these Terms of Use. As you accept these Terms of Use each time you use a Service, you should read them afresh each time we prompt you to accept them. If we consider the update to be material, we will let you know.

5. 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 centre 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.

6. Transcripts and records

For quality assurance and verification purposes, you agree to HSBC and LivePerson retaining a transcript of all communications with you via the Services. We will retain this information for a period of 7 years (or such other period as considered appropriate by HSBC) from the day you used the Services.

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 at least the last 13 months by following the steps outlined in the chat window. You can contact us to obtain to seek to older chat histories.

7. Liability

HSBC will not be liable to you for indirect or consequential loss or for loss or corruption of data, loss of revenue or loss of profits arising from or connected with your use of the Services except where the loss arises from any mistake, fraud, negligence or wilful misconduct by HSBC or LivePerson, or their officers employees, contractors or agents.

8. 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.

9. Severance

If any provision of these Terms of Use is found to be invalid or unenforceable by a court, the remainder of the Terms of Use which will continue in full force and effect.

Issued by
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