

HSBC SG Chat Terms

Use of messaging service ("HSBC SG Chat")

1. About HSBC SG Chat

- 1.1 HSBC SG Chat is a messaging service offered by HSBC Bank (Singapore) Limited (the "**Bank**") to Premier customers. It enables Premier customers to communicate with, send information and instructions to the Bank and receive information and documents from the Bank (through their designated relationship managers (the "**RMs**") or authorised personnel of the Bank), via a messaging application of their choice. HSBC SG Chat involves the use of Symphony, a third party platform which enables encrypted communication within third-party messaging applications such as WeChat and WhatsApp.
- 1.2 These HSBC SG Chat Terms ("**these Terms**") apply in connection with your use of HSBC SG Chat. Please read these Terms carefully and ensure you understand them before accepting them and using HSBC SG Chat.
- 1.3 These Terms are in addition 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. Such other terms and conditions include, without limitation, the Terms and Conditions Governing Personal Deposit Accounts, the Premier Terms and Conditions (where applicable) and the Investment Terms (where applicable). You are advised to re-read such terms and conditions in conjunction with these Terms before using HSBC SG Chat.
- 1.4 If you do not agree with any of these Terms, please notify your relationship manager and do not continue to use HSBC SG Chat.

2. HSBC SG Chat

- 2.1 To use HSBC SG Chat, you must:
 - (a) be a Premier customer with the Bank;
 - (b) complete all requirements to register for HSBC SG Chat as communicated to you by the Bank; and
 - (c) provide such information as requested from time to time by the Bank for identity verification purposes.
- 2.2 HSBC SG Chat communications will be between yourself and such HSBC representative as necessary. HSBC SG Chat will not involve group chats with more than one customer at a time.
- 2.3 The Bank reserves the right to determine and vary, in its sole discretion, the scope, features, functions, and operation of HSBC SG Chat at any time without prior notice. The Bank also reserves the right to suspend, terminate, withdraw or cancel HSBC SG Chat, for any reason at any time without prior notice.
- 2.4 The Bank may not provide HSBC SG Chat to you where:
 - (a) it has reason to suspect, or becomes aware, that the messaging application account you register with for HSBC SG Chat (such account, the "**Messaging Account**") is invalid or not under your control;
 - (b) you fail to satisfy identity verification requirements;
 - (c) you are no longer a Premier customer;
 - (d) you have terminated your use of HSBC SG Chat in accordance with the HSBC SG Chat deregistration procedures; or
 - (e) it considers, for any reason in its sole discretion, that it should not provide HSBC SG Chat to you.
- 2.5 For the avoidance of doubt, you remain responsible for performing or discharging all obligations and liabilities created or accrued before suspension or termination of HSBC SG Chat.

3. Your responsibilities

- 3.1 By using HSBC SG Chat, you agree:
 - (a) to communicate with the Bank, and/or receive push notifications, via the Messaging Account;
 - (b) that the information you provide to the Bank (including the information you provide for the purpose of registration and verification and any information uploaded in any HSBC SG Chat communication) will be used or disclosed in accordance with the Bank's Data Privacy Policy;

- (c) at our request, to execute such documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of HSBC SG Chat to you;
 - (d) to bear all fees, charges or expenses that may be imposed by your service providers or any third parties in relation to your use of the Messaging Account for the purposes of HSBC SG Chat; and
 - (e) that the Bank may, from time to time, impose charges or fees (if any) in order to cover any increased costs incurred by the Bank in relation to any changes made to HSBC SG Chat services provided to you. To the extent possible, the Bank will endeavour to notify you prior to such charges or fees being levied.
- 3.2 You must take all reasonable precautions to keep your mobile device and security information safe and prevent fraudulent use.
- 3.3 You'll follow any guidance and security measures we recommend which are based on best practices from Cybersecurity Agency of Singapore and Singapore Police Force. These include:
- (a) following any authentication instructions from us;
 - (b) not letting anyone else use your security details including your username or password;
 - (c) never writing down or otherwise recording your security details in a way that can be understood by someone else;
 - (d) not choosing security details that may be easy to guess;
 - (e) taking care to ensure that no one hears or sees your security details when you use them;
 - (f) not disclosing your security details to anyone;
 - (g) changing your security details immediately and telling us as soon as possible if you know, or even suspect, that someone else knows your security details, or if we ask you to;
 - (h) keeping your security details and mobile device safe;
 - (i) not download or installing any malware or other software that could compromise the security of your mobile device;
 - (j) complying with all reasonable instructions we issue regarding keeping your security details safe;
 - (k) not leaving your mobile device unattended or letting anyone else use your mobile device;
 - (l) logging out of a chat session once you've finished;
 - (m) undertaking reasonable and adequate precautions to scan for computer viruses or other destructive properties;
 - (n) checking the information you provide when you're using HSBC SG Chat carefully to make sure it's correct;
 - (o) only downloading our app and its updates from official supplying app store and not from any unofficial sources; and
 - (p) checking your records of transactions and statements and tell us straight away if there are any unauthorised transactions or discrepancies.
- 3.4 You must not use HSBC SG Chat on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. Using HSBC SG Chat on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of HSBC SG Chat on a jail broken or rooted device is entirely at your own risk and we won't be liable for any losses or any other consequences suffered or incurred by you as a result.
- 3.5 After initial registration we'll never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive a request from someone (even if they're using our name and logo and appear to be genuine) then it's likely to be fraudulent. You must not supply your security details. You should report any such requests to us immediately.

3.6 You must:

- (a) tell us straight away if:
 - (i) you change your mobile number;
 - (ii) your phone is lost or stolen;
 - (iii) your security details become known to someone else or you suspect they are known; or
 - (iv) someone has unauthorised possession, control or use of your mobile device.
- (b) tell us as soon as possible if you become aware that your account is being used for, or in connection, with illegal purpose or activity.
- (c) ensure information kept on your mobile device remains secure; and
- (d) follow any other reasonable instructions we give you.

You must give us information that we reasonably request so we can provide you with HSBC SG Chat service. If you don't, we may not be able to provide such service to you. You need to ensure any information you give us is correct and up to date.

- 3.7 If you don't follow our guidance above about how to stay safe online, you may be liable for any consequences of a security breach. We'll always verify the identity of the person giving us instructions. If you let someone use your device or your security details, we'll assume they're you and act on their instructions as if it were you. This includes allowing someone to register their biometric data on your device. Please be aware that you may be responsible for unauthorised transactions in some circumstances. This includes if you acted fraudulently or you were grossly negligent.

4. Communications from the Bank through HSBC SG Chat

- 4.1 HSBC SG Chat is intended to facilitate communication between yourself and your relationship manager. You agree and accept that:

- (a) information provided by the Bank via HSBC SG Chat 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;
- (b) making available information about products or services through HSBC SG Chat does not constitute an offer, solicitation, or recommendation of any such products or services;
- (c) providing information via HSBC SG Chat shall not be considered as communicating (and you shall not consider or treat any of the following as such):
 - (i) any invitation or inducement to engage in any banking, investment, or insurance activity; or
 - (ii) 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;
- (d) if you are resident or located outside Singapore, products or services made available to you through HSBC SG Chat may not be registered or authorized by any central bank, governmental or regulatory authority in your place of residence or location. 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. You undertake to comply with all applicable laws and regulations in relation to your use of HSBC SG Chat, especially with respect to such products or services;
- (e) the Bank does not represent that any products or services made available to you through HSBC SG Chat are suitable for you or any particular person; and
- (f) any information provided through HSBC SG Chat 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.

- 4.2 You acknowledge that information in any communication from the Bank is for your reference only and that the Bank does not make any representations or warranties regarding the authenticity, accuracy, completeness, legality or validity of any communication it sends. It is your sole responsibility to verify any information received via HSBC SG Chat. Any exchange rate, interest rate, dealing rate or other price or information quoted by the Bank through HSBC SG Chat is for reference only and is not binding, unless the rate is confirmed by the Bank for a transaction. A rate, price or information confirmed by the Bank and accepted by you for a transaction

through HSBC SG Chat will be binding on you, even if the Bank may have quoted a different rate, price or information previously by any means.

- 4.3 We may from time to time request that you participate in surveys to provide feedback about your experience with the Bank, including your experience with your relationship manager and the services you have received. Your participation in such surveys is optional. We may also from time to time send investment research (known as insights) or marketing messages if you agree to receiving such messages through HSBC SG Chat. However, we are not recommending any product mentioned in such messages to you. You may opt out of receiving such messages at any time.
- 4.4 You understand that there may be a time lag in transmitting communications. The Bank cannot guarantee that we will respond timely to any communication and will not be liable for any failure to respond timely.
- 4.5 Any communication sent by the Bank to your Messaging Account shall be deemed to be delivered to you at the time the communication is sent by the Bank.

5. Security

- 5.1 You acknowledge and agree that communicating via third party messaging applications can involve substantial risks including, but not limited to:
 - (a) potential loss of confidentiality;
 - (b) sending of communications to a person not authorized to receive the same;
 - (c) interception and/or hacking of communications;
 - (d) the manipulation of contents and/or the sender's phone number or other details;
 - (e) the fact that non-original signatures in communications may be forged; and
 - (f) the potential loss of data or damage to hardware caused by viruses, bugs and/or other harmful or malicious script or software.
- 5.2 You shall:
 - (a) be responsible for the security of the device(s) you use to access HSBC SG Chat and your Messaging Account;
 - (b) shall take reasonable precautions to prevent, and shall not allow or enable, any unauthorised access to or use of HSBC SG Chat via your Messaging Account;
 - (c) not disclose to any person the credentials you use for using HSBC SG Chat.
- 5.3 You are fully responsible for the following:
 - (a) any loss, theft, or unauthorised disclosure or use of any credentials you use for HSBC SG Chat;
 - (b) any loss, theft or unauthorised use or control of the device(s) you use to access HSBC SG Chat;
 - (c) any unauthorised access to or use of HSBC SG Chat (including any information shared through HSBC SG Chat) via your Messaging Account;
 - (d) notifying the Bank and terminating your HSBC SG Chat in accordance with the HSBC SG Chat deregistration procedures as soon as reasonably practicable if you become aware of or suspect any of the foregoing has occurred; and
 - (e) any loss or damage sustained or incurred in connection with any of the foregoing.

6. Communications in HSBC SG Chat

- 6.1 By using HSBC SG Chat, you confirm that you request and authorize the Bank to accept instructions you send in HSBC SG Chat. You acknowledge and agree that:
 - (a) your instruction may not be acted upon until actually received and acknowledged by the Bank;
 - (b) the Bank is not obliged to act upon any such instruction;
 - (c) the Bank is entitled to delay in acting or decline to act upon an instruction including, without limitation, where the Bank receives an instruction after business hours or on a day which is not a business day in Singapore. Such instruction may only be acted upon on or after the next business day in Singapore;

- (d) the Bank may, under circumstances determined by us, require you to verify an instruction received from you via HSBC SG Chat before acting or declining to act on it. Such circumstances include but are not limited to circumstances where the Bank has reason to suspect that your Messaging Account is no longer under your control;
 - (e) you will be bound by instructions issued in your HSBC SG Chat communications with the Bank as understood and executed by the Bank in good faith even if (i) an instruction was not given or authorised by you (except where you have notified the Bank that your Messaging Account is no longer under your control) or (ii) an instruction is incorrect, false, or unclear;
- 6.2 Although the Bank uses reliable technology, it cannot guarantee the security of HSBC SG Chat communications. The Bank also cannot guarantee that no third party will gain access to the contents of communications or conduct decryption. The Bank will not be responsible for any loss or damage sustained or incurred in connection with loss or leakage of information (a) by, or on the platform of, third parties or (b) caused by force majeure or events beyond its control.
- 6.3 When utilising HSBC SG Chat, you may receive messages from the Bank originating from the following phone numbers: +65 66580966, +65 66580979, +65 66580961, +65 66580963, and +65 66580923. The Bank is not responsible for any message which claims to be from the Bank but are not sent from these phone numbers. Please disregard and do not respond to such messages.

7. Third party service providers

- 7.1 In order to use HSBC SG Chat, you may also be required to enter into separate agreements with other third parties such as the provider of the messaging application of your Messaging Account, the operating system provider of the device(s) you use to access HSBC SG Chat, and your mobile service carrier, for the use of their services and accept their privacy policies. By using HSBC SG Chat, you are deemed to have read and accepted the relevant terms and conditions, security standards and privacy policies of such service providers. It is your sole responsibility to check from time to time for updates of their terms and conditions, software, policies, service statements, business rules, announcements and guidelines, etc., and comply with them and take action to use their software and services safely. The Bank is not responsible for the activities, products and services of such third parties. You will be solely liable for any breaches of any terms and conditions of such third parties.
- 7.2 The Bank engages and relies on third party services such as messaging platforms / systems and cloud services to provide HSBC SG Chat. You acknowledge that these third parties are not agents or representatives of the Bank, and there is no partnership or joint venture between any third party and the Bank. The Bank may switch service providers without informing you in advance.
- 7.3 In order to provide you with HSBC SG Chat and related services, or for such other purposes as set out in the Bank's Data Privacy Policy, the Bank may need to share information with third parties including service providers such as Symphony Communication Services, LLC, Tencent Holdings Ltd. (for WeChat), Meta Platforms, Inc. (for WhatsApp), InMoment Ltd (for conducting surveys) and their related companies. Please refer to the terms of use and privacy policies published by each service provider for details on how such service providers may access and/or process your information.
- 7.4 Messaging Accounts on WhatsApp have "Report" and "Block" features. Please take note of the following in relation to each feature.
- (a) **Report:** This feature allows you to report your chat contact (which, in HSBC SG Chat, will be the Bank) to Meta Platforms, Inc. ("Meta"). As part of Meta's standard follow-up on reported contacts, Meta will extract the last 5 messages sent in the relevant chat. Meta extracts the messages at its own discretion and the Bank is not informed when this will be done and does not know the specific messages that Meta extracts. Please note that Meta will be able to view the full contents of the extracted messages, including any information you may have sent in the affected messages. If you prefer to avoid this, you may choose to terminate your use of HSBC SG Chat instead, or update your preferences on the types of messages you receive through HSBC SG Chat.
 - (b) **Block:** This feature allows you to block your chat contact in WhatsApp (which, in HSBC SG Chat, will be the Bank). The Bank will not be notified if you block us. Blocking the Bank means that the Bank will be able to send communications to your Messaging Account but you will not receive them. Under these Terms, the time the communication is sent by the Bank a communication sent by the Bank to you through HSBC SG Chat will be regarded as having been validly delivered to you at the time it is sent even if you block the Bank.

8. Limitation of liability

8.1 The Bank is not liable for any loss or damage sustained or incurred in connection with:

- (a) any interruption, suspension, termination, delay, loss, mutilation or other failure in providing HSBC SG Chat howsoever caused;
- (b) any mechanical failure, power failure, malfunction, or installation in connection with HSBC SG Chat;
- (c) any losses caused by our service provider(s) or any third parties in connection with HSBC SG Chat; or unless the above is caused solely and directly by our gross negligence or wilful default.

8.2 The Bank is not liable for any losses or damages caused to your data, software, device(s) you use to access HSBC SG Chat or other equipment as a result of your use of HSBC SG Chat unless such loss or damage is caused solely and directly by our gross negligence or wilful default.

8.3 The Bank is not liable for any loss or damage sustained or incurred in connection with your failure to receive, or to receive in complete or accurate form, any communication from us, if we can show that the relevant communication had been sent out by us.

8.4 The Bank is not liable for any loss of profit or interest, indirect or consequential loss arising from or in connection with our provision of, or failure or delay in providing, HSBC SG Chat.

9. Variation of Terms

9.1 We live in a rapidly changing world. Sometimes this means we need to update these Terms. These updates include amendments to:

- (a) fees and charges (if any);
- (b) eligibility criteria applicable to the use of HSBC SG Chat;
- (c) the platform or third-party messaging application(s) through which we communicate with you via HSBC SG Chat; and
- (d) any other features of HSBC SG Chat.

9.2 We may amend or supplement these Terms, if it is reasonably necessary to:

- (a) reflect changes to our operational costs, business operations or systems and processes, or our arrangements with third parties;
- (b) give effect to:
 - (i) applicable law, rule, regulation; or
 - (ii) a change, recommendation, order, requirement, notice, direction, code, circular or guidance issued by any regulatory, supervisory, governmental, statutory authority, stock exchange, self-regulatory, or resolution body having jurisdiction over us or a court of competent jurisdiction;
- (c) reflect changes to industry or market conditions or practice;
- (d) align with standards or expectations including in respect of:
 - (i) banking and financial services practices;
 - (ii) environmental, social and governance practices;
 - (iii) consumer and investor protection practices;
 - (iv) cyber, digital, technology (including financial technology (FinTech)) practices e.g., those relating to crypto-assets, digital assets, virtual assets, asset tokenisation and artificial intelligence (including generative artificial intelligence and machine learning);
 - (v) operational resilience and data management practices; or
 - (vi) taxation and transfer pricing practices; or
- (e) otherwise protect our legitimate interests.

9.3 To the extent reasonably practicable, we'll give you reasonable notice of any changes to our Terms before such Terms take effect.

9.4 We can choose how to give this notice to you. This may include:

- (a) contacting you directly (through mail, email, post or via mobile); and

(b) using any other method we think is reasonably appropriate.

9.5 If you don't agree with a change, you can inform us that you'll like to terminate your use of HSBC SG Chat to communicate with us and deregister by contacting your RM in accordance with the HSBC SG Chat deregistration procedures.

10. Assignment

10.1 The Bank may at any time assign or transfer any or all of its 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 the Bank's prior written agreement.

11. Severability and inconsistency

11.1 If any provision of these Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the validity or enforceability in that jurisdiction, or any other jurisdiction, of any other provision of these Terms. If these Terms contradict other applicable terms and conditions, these Terms will (in relation to your use of HSBC SG Chat) prevail to the extent that there is a contradiction.

12. Third Party Rights

12.1 No person other than you and the Bank will have any right under the Contracts (Rights of Third Parties) Act to enforce or enjoy the benefit of any provision of these Terms.

13. Governing Law and Jurisdiction

13.1 These Terms are governed by and will be construed in accordance with the laws of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.