



Web Chat Terms of Use

Web Chat is a facility established and maintained by LivePerson, Inc. a company incorporated in The Netherlands ("LivePerson"). These Terms of Use govern your access to and use of Web Chat and contain important information about how Hongkong and Shanghai Banking Corporation Limited- Philippine Branch ('the Bank') and LivePerson will access and use Personal Information about you for the purpose of providing this service. Your use of Web Chat constitutes acceptance of these Terms of Use.

HSBC Philippines and HSBC Savings Bank will be collectively referred to as "HSBC".

1. The use of Web Chat

HSBC Web Chat enables HSBC agents in call centres to interact with HSBC customers and other individual users through pop-up windows on screen ("Web Chat") hosted on HSBC Philippines' public website www.hsbc.com.ph ("Website")

HSBC provides this service for the purpose of interacting with you while visiting HSBC's website. We aim to provide you with help and support in navigating our Website and general information about HSBC's products and services upon your request over the Website.

Please be advised, HSBC will not provide you with specific advice, or act on any account or product specific instruction from you while using Web Chat.

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

- (a) jeopardize the reputation of HSBC or LivePerson;
- (b) damage or interfere with Web Chat data, software, website or information technology systems;
- (c) send any offensive, provocative, defamatory, fraudulent or otherwise unlawful information or communication on Web Chat; or
- (d) cause annoyance or inconvenience to HSBC or LivePerson.

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

2. Privacy

You may choose to use Web 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.

If you provide your personal information to HSBC, HSBC may collect, use, store and disclose your personal information in accordance with [HSBC's Privacy Statement](#) which can be found in the HSBC public website and HSBC's website [Terms of Use](#). For the purpose of ensuring the smooth running of the system, we may disclose the contents of the Web Chat communication (including any personal information you provide to us when using Web Chat) to our service provider LivePerson (who is located in The Netherlands and who has servers located globally such as the Australia). HSBC has in place contractual arrangements with LivePerson for the protection of personal information.

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 Web 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 Web Chat.

3. Transcripts and records

For quality and verification purposes, HSBC will retain a transcript of all communications with you via Web Chat. 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 Web Chat communication took place.

4. Warranties/limited liability

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 Web Chat 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 Web Chat.

5. Governing Law and Governing version

These Terms and Conditions are governed by and will be construed according to laws of the Philippines. You agree to submit to the non-exclusive jurisdiction of the courts of the Philippines. You further agree that these terms of use may be enforced in the courts of any competent jurisdiction.