

Live Chat Terms of Use (“These Terms of Use”)

Live Chat (“**Live Chat**” or “**this Service**”) 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 Live Chat and contain important information about how Hang Seng Bank Limited (“**Hang Seng**” or “**We**”), a company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”) having its registered office at 83 Des Voeux Road Central, Hong Kong and LivePerson may access and use account and/ or personal information about you for the purpose of providing this Service. Your use of Live Chat constitutes acceptance of these Terms of Use.

1. The use of Live Chat

Live Chat enables Hang Seng Customer Contact Centre’s customer service representatives to interact with Hang Seng customers and other individual users through embedded windows live chat on screen on Hang Seng’s website <https://www.hangseng.com/business> (our “**Website**”), Hang Seng Commercial Banking and Hang Seng Business e-Banking website (“**e-Banking**”) and Hang Seng Business Banking mobile app (“**Mobile app**”).

Hang Seng provides this Service for the purpose of interacting with you while you are visiting our Website, e-Banking or Mobile app. We aim to provide you with help and support in navigating our Website, e-Banking or Mobile app, enquiring general information about and applying for Hang Seng’s products and services upon your request over our Website, e-Banking or Mobile app.

Hang Seng will merely be communicating with you via Live Chat to assist in your use of our Website, e-Banking or Mobile app and respond to certain general enquiries about designated account, transaction or application for products and services, and subject to your consent, may market our products and services. Please be advised that Hang Seng will not provide you with advice or, prior to you logging into Hang Seng Business e-Banking website or Hang Seng Business Banking mobile app (“**Authenticated Chat**”) act on an instruction from you, while using Live Chat.

During an Authenticated Chat and upon your request, Hang Seng may ask you to provide information about the customer or its account and/ or contact information in partial format and/ or other relevant information to enable our customer service representatives to respond to your enquiries and/ or instructions. All products and services mentioned by our customer service representatives when you use Live Chat are subject to the respective terms and conditions, please refer to <https://www.hangseng.com/business> for details. All information provided when you use Live Chat is for reference only. The information provided does not constitute any offer for any products or services and is not intended to provide professional investment, insurance or other advice.

You must only use Live Chat in Hong Kong 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 Hang Seng or LivePerson;
- (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 Hang Seng or LivePerson.

You acknowledge that Hang Seng can terminate your use of Live Chat if Hang Seng reasonably believes that you have breached any provision in these Terms of Use.

For Live Chat at Mobile app only

Under certain conditions, Live Chat will send notifications to your mobile device to notify you of new messages from customer service representatives. You hereby agree and acknowledge that Live Chat can send notifications once you have enabled this function for Mobile app at your device. For Android users, you are signed up for notifications by default when you download and launch Mobile app. You may turn off notifications at any time by adjusting your device setting. The following important notices also apply before your use of Live Chat’s notifications:

- a) Push Notification service is free. However, data charges (including roaming charges) imposed by your mobile service provider may apply, please consult your mobile service provider for details.
- b) For security reasons, each e-Banking customer can receive push notifications via one mobile device only.
- c) You are recommended not to share your mobile device with others as push notifications will be sent to your designated device.
- d) To receive push notifications successfully, you will need to enable “Notifications” on your mobile device and ensure a stable mobile or Wi-Fi network connection.
- e) Please note that Android users may be unable to receive push notifications due to the limited Google services in some countries or territories.
- f) Google play™ is a trademark of Google Inc. Android™ is a trademark of Google Inc.
- g) Apple, the Apple logo, and iPhone are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc.

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2. Privacy

You may choose to use Live Chat on an anonymous basis and you are not required to provide and should avoid providing Hang Seng with any personal information (including sensitive information) while using this service prior to logging into Hang Seng Business e-Banking website. However, upon logging into e-Banking or Mobile App, we may be able to identify you directly or indirectly through your log-in details. For the purpose of identifying your designated account, a particular transaction or application for products and services in the course of your enquiries or to enable our customer service representatives to respond to your enquiries and/ or instructions, our customer service representatives may also ask you to provide information about your account and/ or contact information in partial format, such as the middle six digits of your account number, and/or other relevant information.

If you provide any account and/ or personal information to Hang Seng, Hang Seng may collect, use, store and disclose your personal information in accordance with Hang Seng's [Important Message to Readers and Internet Privacy Policy Statement](#) (which incorporates Hang Seng's [Notice to Customers and Other Individuals relating to the Personal Data \(Privacy\) Ordinance](#)). For the purpose of ensuring the smooth running of the system, we may disclose the contents of the Live Chat communication (including any account and/ or personal information you provide to us when using Live Chat) to our service provider LivePerson who is located in The Netherlands and who has servers located globally such as Australia. Hang Seng has in place contractual arrangements with LivePerson for the protection of personal information.

To preserve the confidentiality, Hang Seng will not disclose or ask you to disclose any personal or account information in full format while we interact with you via Live Chat. If the disclosure of personal or account information is required to assist you with your enquiry and/ or instruction, Hang Seng will contact you via other means such as over the telephone. Please avoid disclosing any account or personal information when using Live Chat unless you are making certain enquiries about designated account, transaction or application for products and services and you are being asked to provide information for verification purpose. However, even for such purpose, you would only be requested for information in partial format.

3. Transcripts and records

For Live Chat quality enhancement and verification purposes, Hang Seng will retain a transcript of all communications with you via Live Chat. This information will be retained and stored in LivePerson's servers for 13 months and thereafter retained by Hang Seng up to a period of 7 years (or such other period as considered appropriate by Hang Seng) from the day upon which the Live Chat communication took place. If the transcript of communication contains your personal data, you may refer to the [Notice to Customers and Other Individuals relating to the Personal Data \(Privacy\) Ordinance](#) for requests for access to data or correction of data or for information regarding policies and practices and kinds of data held.

4. Warranties/limited liability

To the extent permitted by law, Hang Seng excludes all express or implied representations, conditions and warranties whether statutory or otherwise.

Hang Seng 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:

- (a) your use of Live Chat;
- (b) any indirect or consequential loss or for loss or corruption of data, loss of revenue or loss of profits, damage to software, mobile telephone or other equipment, whether in contract, tort or under statute or otherwise arising from or connected with your use of Live Chat;
- (c) any failure or delay in providing this Service for any reason (including as a result of failure or error of any computer or electronic system or equipment); or
- (d) any disclosure of confidential information.

5. Third parties' rights

No person other than you and Hang Seng (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms of Use.

6. Governing Law and Governing version

These Terms of Use are governed by and construed in accordance with the laws of 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.

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