

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 (“**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 the Customer 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 service officers or agents to interact with Hang Seng Customers acting through Customer Delegate(s) and other users through pop-up windows live chat on screen on Hang Seng’s Commercial Banking and Hang Seng Business e-Banking websites (our “**Website**”).

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

Hang Seng will be communicating with you via Live Chat to assist in your use of our Website and respond to certain general enquiries about designated account, transaction or application for 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 (“**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 to enable our customer service officers or agents to contact you regarding your enquiries and/or instructions. All products and services mentioned by our customer service officers or agents when you use the Live Chat service are subject to the respective terms and conditions, please refer to <https://www.hangseng.com/en-hk/business/> for details. All information provided when you use the Live Chat service 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 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.

2. Privacy

On Hang Seng's Commercial Banking website, 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 Hang Seng's Business e-Banking website, 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, application for products and services in the course of your general enquiries or to enable our customer service officers or agents to contact you regarding your enquiries and/or instructions, our Hang Seng customer service officers or agents may also ask you to provide information about the Customer or its account and/or contact information in partial format, such as the last three digits of your account number referred to.

If you provide any account and/or personal information to Hang Seng, Hang Seng may collect, use, store and disclose such information in accordance with Hang Seng's [Important Message to Readers](#) and [Internet Privacy Policy Statement and 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 sensitive personal or account information in its full form while we interact with you via Live Chat. If the disclosure of more detailed personal or account information is required to assist you with your enquiry, 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 general 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 the purposes of Live Chat quality enhancement and providing banking services, 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 communicate 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 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 your use of Live 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 Live Chat.

5. Governing Law and Governing version

These Terms of Use are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“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.