

HSBC Global Private Banking Chat Terms

Use of messaging service (GPB Chat)

You hereby agree as the Client, or for and on behalf of the Client, that:

- GPB Chat involves the use of Symphony, a third party platform which enables encrypted communication within the third-party messaging apps such as WeChat and WhatsApp.
- any communication made by you with HSBC Private Bank (Suisse) SA (including its branches) (the “Bank”) using GPB Chat will be construed as “Communication” as defined under the Bank’s General Terms & Conditions; and
- your Communication with the Bank using GPB Chat will be subject to:
 - ◆ these GPB Chat Terms you can find under the following link:
<https://www.privatebanking.hsbc.com/privacy-notice/>
 - ◆ the Bank’s General Terms and Conditions, the Terms and Conditions for Digital Services you can find under the following link:
[Swiss Financial Services Act and other key information - HSBC Global Private Banking](#)
 - ◆ as well as the terms and conditions applicable to the products and services you or – if you represent a Client, hold with the Bank (the “Terms”).
- Please further refer to the terms and privacy notices published by WeChat and WhatsApp for details on how they process your information.

By continuing to utilize GPB Chat you confirm that the Client requests and authorizes that the Bank accepts instructions from you made through GPB Chat.

In requesting that the Bank accepts instructions from you made through GPB Chat, you and the Client each further acknowledge the following:

- A. All instructions are to be communicated to the Bank in accordance with the Bank’s General Terms and Conditions. The Bank is not obliged to act upon any such instruction.
- B. Your instruction may not be acted upon until actually received and acknowledged by the Bank.
- C. Where the Bank receives an instruction after business hours or on a day which is not a Business Day, such instruction may only be acted upon on or after the next Business Day.
- D. Communication through a third-party messaging app can involve substantial risks including, but not limited to:
 - ◆ Potential loss of confidentiality;
 - ◆ Sending of Communication to a person not authorized to receive the same;
 - ◆ Interception and/or hacking of your Communication;
 - ◆ The manipulation of contents and/or the sender’s phone number or other details;
 - ◆ Non-original signatures in any Communication may be forged; and
 - ◆ The loss of data or damage to hardware may be caused by viruses, bugs and/or other harmful or malicious script or software.
- E. The Client is fully responsible for all loss or damage sustained or incurred in connection with the operation of any Client Account by Communication made through a third-party messaging app in lieu of the Bank receiving original signed documents and/or instructions given by any other method. The Client will indemnify, hold the Bank harmless and keep the Bank indemnified from and against all actions, claims, liabilities, costs, expenses, demands, damages and losses of any nature (including legal costs) brought or threatened against the Bank or incurred or sustained by the Bank, arising out of any action or omission taken or made by the Bank in reliance upon or in connection with any Communication made through GPB Chat except for direct and reasonably foreseeable loss or damage resulting from the fraud, gross negligence or wilful default of the Bank or of our employees acting in the ordinary course of their employment.
- F. Client Information will be shared in accordance with the General Standard Terms and Conditions and relevant privacy notices, and may include sharing with parties through which GPB Chat is provided. Such service providers may include Symphony Communication Services LLC, Tencent Holdings Limited (WeChat) and WhatsApp LLC and their related companies. Please refer to the terms published by each service provider for details on how such service providers may access and/or process your information.

If you or the Client do not agree with any of the terms set out above, please notify your Relationship Manager and do not continue to use GPB Chat.

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Important Notices

This message is intended for the addressee only and/or is made following the addressee's specific request. It is not intended to be distributed to the general public. It does not constitute a public offering or advertisement of products or services and is not an offer or solicitation to buy or sell a product.

Country specific disclosures

If you are a resident in one of the following countries: Bahrain, Brazil, Chile, China, Ecuador, Egypt, Guatemala, Hong Kong, India, Israel, Kuwait, Luxembourg, Malaysia, Mexico, Peru, Qatar, Russia, Singapore, Spain, Sweden, Thailand, Turkey, UAE, Ukraine, United Kingdom, and Venezuela, you must read the specific product and service disclosures available at:

<http://www.hsbcprivatebank.com/en/utilities/cross-border-disclosure>

When utilising GPB Chat you may receive messages from the Bank originating from the following phone numbers:

+41 (0)58 705 7173

+41 (0)58 705 7174

+41 (0)58 705 7175

+41 (0)58 705 7176

+41 (0)58 705 7177

+41 (0)58 705 7178

+41 (0)58 705 7179

+41 (0)58 705 7180

+41 (0)58 705 7181

+41 (0)58 705 7182

