

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

Live Chat (“**Live Chat**”) is a service made available by Hang Seng bank Limited (“**Hang Seng**” or “**we**”) using 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. 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**”).

Through Live Chat, we aim to provide you with help and support in navigating our Website, e-Banking or Mobile app and respond to general enquiries or enquiries regarding your account, transaction or application for products and services. Subject to your consent, we may market our products and services through Live Chat.

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 any 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

If you choose to use Live Chat on an anonymous basis prior to logging into e-Banking, you are not required to provide and should avoid providing Hang Seng with any personal information (including sensitive information). On the other hand, if you use Live Chat after logging into e-Banking ("Authenticated Chat"), 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, contact information or other relevant information.

Depending on your needs, we may need to direct from Live Chat to Phonebanking Service to serve you, in which case the terms and conditions of Phonebanking Service shall apply.

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 our [Privacy Notice](#). 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. Hang Seng has in place contractual arrangements with LivePerson for the protection of personal information.

To preserve the confidentiality, 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.

3. Transcripts and records

For Live Chat quality enhancement and verification purposes, Hang Seng may retain a transcript of all communications with you via Live Chat.

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 Live Chat 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 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.

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