



Instant Messaging and Other Communication Channels

our terms & conditions, privacy notice and safety tips

Issued by:

HSBC Bank Australia Limited

ABN 48 006 434 162

AFSL/Australian Credit Licence 232595

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch

ABN 65 117 925 970

AFSL/Australian Credit Licence 301737

Instant Messaging and other Communication Channel: HSBC Australia terms and conditions, privacy notice and safety tips

For the purposes of these terms and conditions, references to 'HSBC Australia' means either or both of HSBC Bank Australia Limited (ABN 48 006 434 162) and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (ABN 65 117 925 970), each with registered office at Level 36, Tower 1, International Towers Sydney, 100 Barangaroo Avenue, Sydney 2000, NSW, Australia.

1. Terms & Conditions

These terms and conditions describe what you agree to by using third-party communication channels such as 'WhatsApp' and '[insert other channels to be used]' ('**channel**' or '**channels**'), to communicate with HSBC Australia ('**we**' or '**us**').

- 1.1 You agree to avoid sharing confidential information (e.g. personal data) with us through channels unless we have confirmed to you that the channel is secure enough to do so.
- 1.2 You will not send us sensitive information such as log in details, passwords or PIN numbers.
- 1.3 We are only able to accept text on most channels. Please do not send us any images, attachments, audio files or videos unless we confirm that we can receive them.
- 1.4 We cannot guarantee that channels are timely, secure, error or virus-free.
- 1.5 We will not be responsible for any leaks or usage of information by any channel, or by any errors, omissions or reasons outside of our control. HSBC Australia will not be liable to you for direct, indirect or consequential loss or for loss or corruption of data, loss of revenue or loss of profits arising from or connected with your use of the channels.
- 1.6 You agree to use the third-party communications channels we offer according to these terms and conditions.
- 1.7 You agree not to send us or our third-party service providers any offensive, defamatory, fraudulent or other unlawful information through the channels. You also agree not to use the channels to damage the reputation of HSBC Australia; damage or interfere with the data, software, or information technology systems of HSBC Australia or intentionally cause annoyance or inconvenience to HSBC Australia.
- 1.8 If you receive a message from us by mistake, you are not to copy, forward, disclose or use any part of it. Instead, you agree to delete the message and all copies of it, and to notify us immediately by replying to us.
- 1.9 Your usage of channels will be governed by separate direct agreements you have in place with them. It is your responsibility to comply with them and to check regularly for any updates to their terms and conditions, policies, service statements, business rules, announcement guidelines, etc. It is up to you to decide if you continue to find them acceptable.
- 1.10 We may suspend or terminate any channel offered to you as a means of communication with us. We may also change the scope and features of a channel at any time. Where possible, we will give you advance notice of material changes, or our plans to suspend or terminate a channel.
- 1.11 We may make information about our products and services available through the channels unless you ask us not to. However, you should not consider or treat such information as constituting an offer or a

solicitation for, or advice or recommendation that you should enter into, the purchase or sale of any security, commodity or other investment product or investment agreement, or any other contract, agreement or structure whatsoever.

1.12 We shall not be considered as communicating any invitation, inducement, offer or solicitation to engage in banking, investment or insurance activity in any jurisdiction where such communication would be against the law or regulations. You should not consider or treat our communications as such either.

1.13 If you are a non-Australian resident or you are located outside Australia, the information regarding products and services made available to you through our channels may not be registered, recognised or authorised by central bank, governmental or regulatory authority in your place of residence or location. As such, you may not be protected by the securities laws, banking laws, insurance laws or other relevant laws and regulations in your place of residence or location for such products and services.

1.14 If any provision of these terms and conditions are found to be invalid or unenforceable by a court, the remainder of the terms and conditions will continue in full force and effect.

1.15 These terms and conditions are governed by and will be construed in accordance with the laws of New South Wales.

1.16 The parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

2. Privacy Notice

2.1 We will collect, store, use and share your personal data in accordance with our [Privacy Principles](#).

2.2 We may record and monitor all communications with you for the purposes set out in our [Privacy Principles](#). We will retain this information for a period of 7 years (or such other period as considered appropriate by HSBC Australia).

2.3 The channels you use to communicate with us will collect, store, use and share your personal data in accordance with their own privacy policies and we have no responsibility for these.

2.4 We may share the message contents and other information about you with the channels you use to communicate with us, as well as other third-parties. This is for the purpose of enabling, maintaining and supporting those communication channels.

3. Safety Tips

3.1 Please make sure you download channel apps, software and updates from the official app stores. You should also keep your apps and software updated to the latest version.

3.2 Please refer to our [online security measures](#) for tips on online security, mobile security and safer online banking. You can also visit the websites of the relevant channel for further security tips.