Instant Messaging communication channel: HSBC India terms and conditions, privacy notice and safety tips

1. Terms and Conditions

These terms and conditions describe what you agree to by using third-party communication channel such as 'WhatsApp'.

- 1.1 By selecting 'Subscribe', you are subscribing to third-party communication channel such as 'WhatsApp' and agrees to receive information about our products and services available through these channels.
- 1.2 The user can unsubscribe to the channel at any given point of time by sending 'STOP' keyword on WhatsApp or such other authorised number of the business account of the Bank registered with WhatsApp for the purposes of providing services, which may be changed from time to time
- 1.3 You agree to avoid sharing confidential information (e.g. personal data) with us through third-party communication channels unless we have confirmed to you that the channel is secure enough to do so.
- 1.4 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.
- 1.5 We cannot guarantee that third-party communication channels are timely, secure, error or virus-free.
- 1.6 We will not be responsible for any leaks or usage of information by any third-party communication channel, or by any errors, omissions or reasons outside of our control.
- 1.7 You agree to use the third-party communication channels we offer according to these terms and conditions.
- 1.8 You agree not to send us or our third-party service providers any offensive, defamatory, fraudulent or other unlawful information through these third-party communication channels.
- 1.9 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.
- 1.10 Your usage of third-party communication 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.
- 1.11 We may suspend or terminate any third-party communication 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 third-party communication channel.
- 1.12 We may make information about our products and services available through these instant messaging services. 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.

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.

If you are a non-Indian resident or you are located outside India, the products and services made available to you through our instant messaging 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.

1.13 These terms and conditions are governed by and will be construed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the Courts at Mumbai.

2. Privacy Notice

- 2.1 We will collect, store, use and share your personal data in accordance with our Privacy Policy.
- 2.2 We may record and monitor all communications with you for the purposes set out in our privacy policy.
- 2.3 The third-party communication channels you use to communicate with us will collect, store, use and share your personal data in accordance with their own privacy policies.
- 2.4 We may share the message contents and other information about you with the third-party communication 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 third-party communication 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 third-party communication channel for further security tips.