

# HSBC Life SG Chat Terms

## Use of messaging service (“HSBC Life SG Chat”)

### 1. About HSBC Life SG Chat

1.1 HSBC Life SG Chat is a messaging service offered by HSBC Life (Singapore) Pte. Ltd. (the “Insurer”). It enables policyholders and prospective customers to communicate with their financial planner via WhatsApp. HSBC Life SG Chat involves the use of Symphony, a third party platform which enables encrypted communication within the third-party messaging application WhatsApp.

1.2 These HSBC Life SG Chat Terms (“these Terms”) apply in connection with your use of HSBC Life SG Chat. Please read these Terms carefully and ensure you understand them before accepting them and using HSBC Life SG Chat.

1.3 These Terms are in addition and supplemental to, but do not replace, any other terms and conditions applicable to you or services provided by us to you from time to time. You are advised to re-read such terms and conditions in conjunction with these Terms before using HSBC Life SG Chat.

1.4 If you do not agree with any of these Terms, please notify your financial planner and do not continue to use HSBC Life SG Chat.

### 2. HSBC Life SG Chat

2.1 HSBC Life SG Chat communications will be between yourself and such HSBC representative as necessary. HSBC Life SG Chat will not involve group chats with more than one customer at a time.

2.2 The Insurer reserves the right to determine and vary, in its sole discretion, the scope, features, functions, and operation of HSBC Life SG Chat at any time without prior notice. The Insurer also reserves the right to suspend, terminate, withdraw or cancel HSBC Life SG Chat, for any reason at any time without prior notice.

2.3 The Insurer may not provide HSBC Life SG Chat to you where: (a) it has reason to suspect, or becomes aware, that the messaging application account you register with for HSBC Life SG Chat (such account, the “Messaging Account”) is invalid or not under your control; (b) you fail to satisfy identity verification requirements; (c) you have terminated your use of HSBC Life SG Chat in accordance with the HSBC Life SG Chat deregistration procedures; or (d) it considers, for any reason in its sole discretion, that it should not provide HSBC Life SG Chat to you.

2.4 For the avoidance of doubt, you remain responsible for performing or discharging all obligations and liabilities created or accrued before suspension or termination of HSBC Life SG Chat.

### 3. Your responsibilities

3.1 By using HSBC Life SG Chat, you agree: (a) to communicate with the Insurer, and/or receive push notifications, via the Messaging Account; (b) that the information you provide to the Insurer (including the information you provide for the purpose of registration and verification and any information uploaded in any HSBC Life SG Chat communication) will be used or disclosed in accordance with the Insurer’s Data Privacy Policy; (c) at our request, to execute such documents, provide such information and perform such acts as the Insurer may consider necessary or expedient in connection with the provision of HSBC Life SG Chat to you; (d) that the Insurer may impose charges or fees as required, and notified to you, from time to time in order to cover any increased costs incurred by the Insurer in providing HSBC Life SG Chat to you; (e) to bear all fees, charges or expenses that may be imposed by your service providers or any third parties in relation to your use of the Messaging Account for the purposes of HSBC Life SG Chat.

3.2 If you wish to opt out from the SG Chat, please reach out to your financial planner for a proper off-boarding process instead of using the “report” or the “block” function for WhatsApp.”

### 4. Communications from the Insurer through HSBC Life SG Chat

4.1 HSBC Life SG Chat is intended to facilitate communication between yourself and your financial planner. You agree and accept that: (a) information provided by the Insurer via HSBC Life SG Chat is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation; (b) making available information about products or services through HSBC Life SG Chat does not constitute an offer, solicitation, or recommendation of any such products or services; (c) providing information via HSBC Life SG Chat shall not be considered as communicating (and you shall not consider or treat any of the following as such): (i) any invitation or inducement to engage in any banking, investment, or insurance activity; or

(ii) any offer or solicitation to buy or sell any securities or other instruments, or to buy insurance in any jurisdiction where such communication would be contrary to law or regulation; (d) if you are resident or located outside Singapore, products or services made available to you through HSBC Life SG Chat may not be registered or authorized by any central bank, governmental or regulatory authority in your place of residence or location. You may not be protected by the securities laws, banking laws, insurance laws or other relevant laws and regulations of your place of residence or location with respect to such products or services. You undertake to comply with all applicable laws and regulations in relation to your use of HSBC Life SG Chat, especially with respect to such products or services; (e) the Insurer does not represent that any products or services made available to you through HSBC Life SG Chat are suitable for you or any particular person; and (f) any information provided through HSBC Life SG Chat does not constitute and should not be considered as investment, financial, tax or professional advice. You should obtain your own independent investment, financial, tax and professional advice as appropriate.

4.2 You acknowledge that information in any communication from the Insurer is for your reference only and that the Insurer does not make any representations or warranties regarding the authenticity, accuracy, completeness, legality or validity of any communication it sends. It is your sole responsibility to verify any information received via HSBC Life SG Chat.

4.3 We may from time to time request that you participate in surveys to provide feedback about your experience with the Insurer, including your experience with your financial planner and the services you have received. Your participation in such surveys is optional. We may also from time to time send marketing messages if you agree to receiving such messages through HSBC Life SG Chat. However, we are not recommending any product mentioned in such messages to you. You may opt out of receiving such messages at any time.

4.4 You understand that there may be a time lag in transmitting communications. The Insurer cannot guarantee that we will respond timely to any communication and will not be liable for any failure to respond timely.

4.5 Any communication sent by the Insurer to your Messaging Account shall be deemed to be delivered to you at the time the communication is sent by the Insurer.

## **5. Security**

5.1 You acknowledge and agree that communicating via third party messaging applications can involve substantial risks including, but not limited to: (a) potential loss of confidentiality; (b) sending of communications to a person not authorized to receive the same; (c) interception and/or hacking of communications; (d) the manipulation of contents and/or the sender's phone number or other details; (e) the fact that non-original signatures in communications may be forged; and (f) the potential loss of data or damage to hardware caused by viruses, bugs and/or other harmful or malicious script or software.

5.2 You shall: (a) be responsible for the security of the device(s) you use to access HSBC Life SG Chat and your Messaging Account; (b) shall take reasonable precautions to prevent, and shall not allow or enable, any unauthorised access to or use of HSBC Life SG Chat via your Messaging Account; (c) not disclose to any person the credentials you use for using HSBC Life SG Chat.

5.3 You are fully responsible for the following: (a) any loss, theft, or unauthorised disclosure or use of any credentials you use for HSBC Life SG Chat; (b) any loss, theft or unauthorised use or control of the device(s) you use to access HSBC Life SG Chat; (c) any unauthorised access to or use of HSBC Life SG Chat via your Messaging Account; (d) notifying the Insurer and terminating your HSBC Life SG Chat in accordance with the HSBC Life SG Chat deregistration procedures as soon as reasonably practicable if you become aware of or suspect any of the foregoing has occurred; and (e) any loss or damage sustained or incurred in connection with any of the foregoing.

## **6. Communications in HSBC Life SG Chat**

6.1 By using HSBC Life SG Chat, you confirm that you request and authorize the Insurer to accept instructions you send in HSBC Life SG Chat. You acknowledge and agree that: (a) your instruction may not be acted upon until actually received and acknowledged by the Insurer; (b) the Insurer is not obliged to act upon any such instruction; (c) the Insurer is entitled to delay in acting or decline to act upon an instruction including, without limitation, where the Insurer receives an instruction after business hours or on a day which is not a business day in Singapore. Such instruction may only be acted upon on or after the next business day in Singapore; (d) the Insurer may, under circumstances determined by us, require you to verify an instruction received from you via HSBC Life SG Chat before acting or declining to act on it. Such circumstances include but are not limited to circumstances where the Insurer has reason to suspect that your Messaging Account is no longer under your control; (e) you will be bound by instructions issued in your HSBC Life SG Chat communications with the Insurer as understood and executed by the Insurer in good faith even if (i) an instruction was not given or authorised by

you (except where you have notified the Insurer that your Messaging Account is no longer under your control) or (ii) an instruction is incorrect, false, or unclear;

6.2 Although the Insurer uses reliable technology, it cannot guarantee the security of HSBC Life SG Chat communications. The Insurer also cannot guarantee that no third party will gain access to the contents of communications or conduct decryption. The Insurer will not be responsible for any loss or damage sustained or incurred in connection with loss or leakage of information (a) by, or on the platform of, third parties or (b) caused by force majeure or events beyond its control.

6.3 When utilising HSBC Life SG Chat, you may receive messages from the Insurer originating from the following phone numbers: +65 66584162, +65 66584163, +65 66588367, +65 66584164, +65 66584161, +65 66588368, +65 66588369, +65 66588370, +65 66588326, and +65 66588328. The Insurer is not responsible for any message which claims to be from the Insurer but are not sent from these phone numbers. Please disregard and do not respond to such messages.

## **7. Third party service providers**

7.1 In order to use HSBC Life SG Chat, you may also be required to enter into separate agreements with other third parties such as the provider of the messaging application of your Messaging Account, the operating system provider of the device(s) you use to access HSBC Life SG Chat, and your mobile service carrier, for the use of their services and accept their privacy policies. By using HSBC Life SG Chat, you are deemed to have read and accepted the relevant terms and conditions, security standards and privacy policies of such service providers. It is your sole responsibility to check from time to time for updates of their terms and conditions, software, policies, service statements, business rules, announcements and guidelines, etc., and comply with them and take action to use their software and services safely. The Insurer is not responsible for the activities, products and services of such third parties. You will be solely liable for any breaches of any terms and conditions of such third parties.

7.2 The Insurer engages and relies on third party services such as messaging platforms / systems and cloud services to provide HSBC Life SG Chat. You acknowledge that these third parties are not agents or representatives of the Insurer, and there is no partnership or joint venture between any third party and the Insurer. The Insurer may switch service providers without informing you in advance.

7.3 In order to provide you with HSBC Life SG Chat and related services, or for such other purposes as set out in the Insurer's Data Privacy Policy, the Insurer may need to share information with third parties including service providers such as Symphony Communication Services, LLC, Meta Platforms, Inc. (WhatsApp) and their related companies. Please refer to the terms of use and privacy policies published by each service provider for details on how such service providers may access and/or process your information.

7.4 Messaging Accounts on WhatsApp have "Report" and "Block" features. Please take note of the following in relation to each feature. (a) Report: This feature allows you to report your chat contact (which, in HSBC Life SG Chat, will be the Insurer) to Meta Platforms, Inc. ("Meta"). As part of Meta's standard follow-up on reported contacts, Meta will extract the last 5 messages sent in the relevant chat. Meta extracts the messages at its own discretion and the Insurer is not informed when this will be done and does not know the specific messages that Meta extracts. Please note that Meta will be able to view the full contents of the extracted messages, including any information you may have sent in the affected messages. If you prefer to avoid this, you may choose to terminate your use of HSBC Life SG Chat instead, or update your preferences on the types of messages you receive through HSBC Life SG Chat. (b) Block: This feature allows you to block your chat contact in WhatsApp (which, in HSBC Life SG Chat, will be the Insurer). The Insurer will not be notified if you block us. Blocking the Insurer means that the Insurer will be able to send communications to your Messaging Account but you will not receive them. Under these Terms, the time the communication is sent by the Insurer a communication sent by the Insurer to you through HSBC Life SG Chat will be regarded as having been validly delivered to you at the time it is sent even if you block the Insurer.

## **8. Limitation of liability**

8.1 The Insurer is not liable for any loss or damage sustained or incurred in connection with: (a) any interruption, suspension, termination, delay, loss, mutilation or other failure in providing HSBC Life SG Chat howsoever caused; (b) any mechanical failure, power failure, malfunction, or installation in connection with HSBC Life SG Chat; (c) any losses caused by our service provider(s) or any third parties in connection with HSBC Life SG Chat; or unless the above is caused solely and directly by our gross negligence or wilful default.

8.2 The Insurer is not liable for any losses or damages caused to your data, software, device(s) you use to access HSBC Life SG Chat or other equipment as a result of your use of HSBC Life SG Chat unless such loss or damage is caused solely and directly by our gross negligence or wilful default.

8.3 The Insurer is not liable for any loss or damage sustained or incurred in connection with your failure to receive, or to receive in complete or accurate form, any communication from us, if we can show that the relevant communication had been sent out by us.

8.4 The Insurer is not liable for any loss of profit or interest, indirect or consequential loss arising from or in connection with our provision of, or failure or delay in providing, HSBC Life SG Chat.

## **9. Variation of Terms**

9.1 These Terms may be changed from time to time due to service enhancements or changes to laws, regulations, codes of practice, our business, internal policies, industry practice, technology, services or facilities. The Insurer will inform you in advance of such variation. You will be bound by variations to these Terms if you do not terminate your use of HSBC Life SG Chat before the date on which that variation takes effect. You are responsible for keeping yourself updated of these Terms throughout your use of HSBC Life SG Chat.

## **10. Assignment**

10.1 The Insurer may at any time assign or transfer any or all of its rights and obligations hereunder to any person without your agreement. You are not allowed to assign or transfer any of your rights or obligations hereunder to any person unless with the Insurer's prior written agreement.

## **11. Severability and inconsistency**

11.1 If any provision of these Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the validity or enforceability in that jurisdiction, or any other jurisdiction, of any other provision of these Terms. If these Terms contradict other applicable terms and conditions, these Terms will (in relation to your use of HSBC Life SG Chat) prevail to the extent that there is a contradiction.

## **12. Third Party Rights**

12.1 No person other than you and the Insurer will have any right under the Contracts (Rights of Third Parties) Act to enforce or enjoy the benefit of any provision of these Terms.

## **13. Governing Law and Jurisdiction**

13.1 These Terms are governed by and will be construed in accordance with the laws of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.