

Instant Messaging and Other Communication Channels

Terms and Conditions, Privacy
Notice & Safety Tips

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1. Terms and Conditions

These terms and conditions describe what you agree to by using third-party communication channels, such as WhatsApp or WeChat, to communicate with HSBC ('we' or 'us').

- 1.1. 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.
- 1.2. We are only able to accept text on most channels. Please do not send us any images, attachments, audio files or video files unless we confirm that we can receive them.
- 1.3. We cannot guarantee that third-party communication channels are timely, secure, error or virus-free.
- 1.4. Any indicative trade details provided should not be regarded as complete or as representing the actual terms on which we may trade. Figures included in the third-party communication channels may relate to the past performance or simulated past performance (together 'past performance'). Past performance is not a reliable indicator of future performance.
- 1.5. 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.
- 1.6. You acknowledge that all information contained in messages sent by us is derived from sources believed to be reliable, but which have not been independently verified.
- 1.7. You agree that no representation or warranty (expressed or implied) is made by us nor is any responsibility of any kind accepted by us with respect to the completeness or accuracy of any information or projection in, or omission from, the information in any messages.
- 1.8. You agree that we and our affiliates may enter into transactions or make a market in instruments identical or economically related to the financial instruments mentioned in messages from us.
- 1.9. We will accept no liability whatsoever for any direct, indirect or consequential loss arising from the use of the information in any messages.
- 1.10. You agree to use the third-party communication channels we offer for the purpose described via the channel, and subject to these terms and conditions.
- 1.11. 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.
- 1.12. 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.
- 1.13. 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 guideline, etc. It is up to you to decide if you continue to find them acceptable.

- 1.14. We may suspend or terminate any third-party communication channels 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.
- 1.15. We make information about our products and services available through these instant messaging services. However, they should not be taken as an offer, solicitation, recommendation or advice. 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-Sri Lankan resident or you are located outside Sri Lanka, the products and services made available to you through our instant messaging channels may not be registered 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.
- 1.16. We may make markets in instruments or products referred to in the third-party communication channels. Accordingly, you should not regard it as an objective or independent explanation of the matters contained in such third-party communication channels. Nor should it be regarded as a research report or a document for giving investment advice.
- 1.17. These terms and conditions are governed by and will be construed in accordance with the laws of Sri Lanka. The parties agree to submit to the non-exclusive jurisdiction of the Sri Lankan courts.
- 1.18. These Terms shall be available in Sinhala and Tamil languages. In the event of any inconsistency between the English, Sinhala and the Tamil texts, the English version shall prevail.

2. Privacy Notice

- 2.1. We will collect, store, use and share your personal data in accordance with our Data Privacy Notice.
- 2.2. We may record and monitor all communications with you for the purposes set out in that notice.
- 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 <https://www.hsbc.lk/help/security-centre/cyber-security/> 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.