

HSBC Continental Europe, Luxembourg  
Instant Messaging and Other Communication  
Channels: our terms & conditions, privacy notice and safety tips

**HSBC Continental Europe, Luxembourg**  
**Instant Messaging and other Communication Channels:**  
**our terms and conditions, privacy notice and safety tips**

## **1. Terms & Conditions**

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

1.1 Conversations on third-party communication channels may contain confidential information protected by Luxembourg professional secrecy (art. 41 of the Luxembourg law on Financial Sector of the 5 April 1993 (the "Luxembourg Banking Act")) and data protection laws (the "Luxembourg Confidentiality Laws"). They may be recorded or monitored by HSBC and may be disclosed by HSBC to its affiliates and/or third parties for purposes arising out of or connected with the provision of this service, pursuant to any law or regulation or to any court or arbitral tribunal, any governmental, regulatory or taxing authority or any stock exchange or in connection with any legal (including any arbitral) proceedings anywhere in the world.

You understand and accept by using the third-party communication channels that we will communicate client identifying information protected by the Luxembourg Confidentiality Laws that may potentially allow for the identification of the client relationship between you and/or the company you represent and HSBC by other entities which may or may not be part of the HSBC Group, including service providers which rely on cloud technology. This communication of personal data is made to the extent it is necessary, desirable or incidental to the use of these third-party communication channels

For this purpose and by using the third-party communication channels, you and on behalf of the company you represent expressly waive, to the extent necessary, and release the HSBC and its representatives from, any obligations of confidentiality under Luxembourg or any other applicable law(s) which might otherwise preclude the disclosure of such information (including, but not limited to, the Luxembourg Confidentiality Laws set forth in Article 41 of the Luxembourg Banking Act).

If and to the extent that the Client uses these third-party communication channels, you understand and expressly accept that, client identifying information, which may potentially allow for the identification of you and/or the company you represent may be transferred to, or rendered accessible in, jurisdictions which have not been recognized as offering an adequate level of data protection from a Luxembourg data protection perspective.

Any such data transferred outside of Luxembourg will be subject to local data protection and confidentiality laws and regulations and may therefore be subject to disclosure in accordance with the applicable foreign laws and regulations, which may, in particular, require or permit the disclosure of such data to foreign courts or authorities. Disclosure by you to any third party of any conversations or content on third-party communication channels we offer, in whole or in part, or any disclosure of their contents, without the prior written consent of HSBC, is prohibited unless such disclosure is to your professional advisors or is required pursuant to any law or regulation or to any court or arbitral tribunal, any governmental, regulatory or taxing authority or any stock exchange or in connection with any legal (including any arbitral) proceedings anywhere in the world.

Any statements made by HSBC users on third-party communication channels reflect the individual opinions or judgment of the author(s) and do not necessarily reflect the opinions of HSBC. Any information provided to you by HSBC via a third-party communication channel is believed to be reliable, but we do not guarantee its accuracy or completeness. You should determine on your own whether you agree with the content.

HSBC or its affiliates may hold positions or act as market-maker in any financial products or instruments mentioned in conversations on third-party communication channels. The use of third-party communication channels is intended for professional clients and eligible counterparties, not for "retail clients".

- 1.2 We are only able to accept text on most channels. Please do not send us any attachments, audio files or videos, as we are unable to receive them, unless and until we advise you otherwise.
- 1.3 We cannot guarantee that third-party communication channels are timely, secure, error or virus-free.
- 1.4 We will not be responsible or liable for any leaks or usage of information by any third-party communication channel, or by any errors, omissions or reasons outside of our control.
- 1.5 You agree to use the third-party communication channels we offer for the purposes described via the channel, and according to these terms and conditions.
- 1.6 You agree not to send us or our third-party service providers any discriminatory, offensive, defamatory, fraudulent or other unlawful information through these third-party communication channels.
- 1.7 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 that you will delete the message promptly on request and all copies of it, and to notify us of the deletion immediately by replying to us.

1.8 Your usage of third-party communication channels may be governed by separate direct agreements you have in place with the provider of such channels. It is your responsibility to comply with any such agreements 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. These terms and conditions are in addition to, and supplement, any other terms and conditions between us and you, including, without limitation, any applicable terms of business and terms of dealing, and any applicable laws or regulations.

1.9 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. You must inform your HSBC contact or relationship manager immediately of any unauthorised access to any third-party communication channels using your authentication details which you know of, or if you suspect someone else knows your authentication details. You are wholly responsible for the use of any third-party communication channels by any person using your authentication details. We reserve the right to suspend access to any third-party communication channels in the event that we suspect that an unauthorised person is attempting to access any third-party communication channels using your authentication details or access credentials.

1.10 We make information about our products and services available through these third party communication channels. 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. You are fully responsible for all loss or damage sustained or incurred in connection with the operation of any account by communications made through a third-party communication channel in lieu of us receiving original signed documents and/or instructions given by any other method. We shall be under no obligation to check the authenticity or reasonableness (including consistency with your transaction history or historic behavior) of any instructions or the authority of the person or persons giving them.

1.11 Unless permitted under the specific terms and conditions of the underlying transaction documentation, we shall have no obligation to accept, act or rely upon, and treat as valid or accurate any instruction, enquiry or request for the performance of contractual rights and obligations given or purporting to be given by you using third-party communication channels, and such instruction may not be acted upon until actually received and acknowledged by us.

1.12 Besides you and us, no other person will have any right to enforce or enjoy the benefit of any provisions under these terms and conditions. Our rights to terminate or change these terms and conditions are not subject to the consent of any other person.

1.13 These terms and conditions are governed by and will be construed in accordance with the laws of the Grand-Duchy of Luxembourg. The parties agree to submit to the exclusive jurisdiction of the competent courts of the Grand-Duchy of Luxembourg.

## 2. **Privacy Notice**

2.1 We will collect, store, use and share your personal data in accordance with our HSBC Professional Client [Privacy Notice](#). Please direct any questions to Luxembourg HSBC Data Privacy Office [dataprotection@hsbc.fr](mailto:dataprotection@hsbc.fr).

2.2 We will 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 with our affiliates or other third parties. This is for the purpose of enabling, maintaining, and supporting those communication channels.

2.5 Chat history will be retained on the Cloud for 1 year and Symphony holds the encryption key. This is considered to be unstructured data as CID may not be present in every chat log. The data will then be purged from the Cloud at the end of the year, and retained in HSBC Infrastructure for archiving purposes for 10 years

### 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.

