

# Instant Messaging and Other Communication Channels

Our terms & conditions, privacy notice and safety tips

# **Instant Messaging and other Communications 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, such as WhatsApp or LINE, to communicate with HSBC Bank Taiwan Limited ('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 videos 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 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 purposes 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 guidelines, 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-Taiwan resident or you are located outside Taiwan, 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. 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.
- 1.18. These terms and conditions are governed by and will be construed in accordance with the laws of Taiwan. The parties agree to submit to the non-exclusive jurisdiction of the Taipei District Court in the first instance.
- 1.19. The Chinese version of these terms and conditions is for reference only. In the event of any discrepancies between the English and Chinese versions, the English version shall prevail.

## 2. Privacy Notice

- 2.1. We will collect, process and use your personal data in accordance with our [Letter of Advice on Collecting, Processing and Using Personal Data](#) ('Data Privacy Notice').
- 2.2. We may record and monitor all communications with you for the purposes set out in Data Privacy Notice.
- 2.3. The third-party communication channels you use to communicate with us will collect, process and use 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 the 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.com.tw/en-tw/help/security-centre/> for tips on online security and safer online banking. You can also visit the websites of the relevant third-party communication channel for further security tips.

## 即時通訊及其他通訊管道：約定條款、個資告知和安全建議

### 1. 約定條款

此約定條款描述了您同意使用第三方通訊管道與滙豐(台灣)商業銀行股份有限公司（「本行」）通訊，如：WhatsApp 或 LINE。

- 1.1. 您同意避免透過第三方通訊管道與本行分享機密資訊（如：個人資料），除非本行已確認並告知您於該管道分享資料足夠安全。
- 1.2. 本行只能於大多管道中接受文字訊息。除非本行確認可以收到，否則請不要向本行發送任何圖片、附件、音訊檔案或影片。
- 1.3. 本行未能保證第三方通訊管道是及時的、安全的、無錯誤或無病毒的。
- 1.4. 任何資訊所提供的指示性交易細節不應視為完整或代表本行可能進行交易的實際條款。包含在第三方通訊管道中的資料可能與過去或模擬的過去表現（統稱「過去表現」）有關。過去表現不是未來表現的準確指標。
- 1.5. 對於任何第三方通訊管道或由超出本行控制範圍的任何失誤、省略或原因導致的任何資料洩露或使用，本行不承擔責任。
- 1.6. 您確認本行所發出的資訊內容來自被認為是可靠的管道，但這些資訊來源尚未經過獨立驗證。
- 1.7. 您同意，本行不對於任何消息中的資訊完整性、準確性，預測或遺漏，作出任何說明及保證（無論是直接或間接），也不會承擔任何形式的責任。
- 1.8. 您同意，本行及本行的關係企業可以與本行發出訊息中所提及的金融工具相同，或經濟相關的工具上進行交易或製造交易市場。
- 1.9. 對於因使用任何訊息中的資料而蒙受的任何直接、間接或衍生性損失，本行概不承擔任何法律責任。
- 1.10. 您同意根據管道描述的目的及遵守這些約定條款，使用本行提供的第三方通訊管道。
- 1.11. 您同意將不會透過此第三方通訊管道，向本行或本行的第三方服務供應商傳送任何攻擊性的、煽動性的、誹謗性的、欺詐性的資訊或其他非法資訊。
- 1.12. 如您誤收到本行的訊息，您不可複製、轉發、洩露或使用該訊息的任何一部分。您同意刪除該訊息及其所有副本，並即時回覆以通知本行。
- 1.13. 您使用第三方通訊管道的服務，受到您與該平台簽訂協議的拘束。您需遵守該協議並定期檢查相關更新。更新內容包括約定條款、政策、服務聲明、業務規則、公告指南等。您可以自行決定是否繼續接受以上項目。
- 1.14. 本行可能暫停或終止與任何第三方通訊管道的合作，該管道用於本行與您的通訊。本行也可能隨時更改本行於第三方管道上的業務範圍及功能。本行會盡可能提前通知您有關該平台的資料變更、與其合作的暫停或終止。

- 1.15. 本行透過此等即時通訊服務提供產品及服務的資料。但該等通訊及相關資料不應被視為要約、招攬、推介或建議。本行不應被視為正在發送任何邀請、勸誘、要約或招攬，並以此於任何可能將該等通訊視為違反法律法規行為的司法管轄區，參與銀行、投資或保險活動。您也不應將您與本行的通訊視為以上行為。
- 如您非台灣居民或本人不在台灣，您居住地或所在地的中央銀行、政府部門或監管機構可能不會註冊或授權您透過本行即時通訊管道獲取的產品及服務。因此，您的該等產品及服務可能未能受到您居住地或所在地的證券法、銀行法、保險法或其他有關法律法規的保護。
- 1.16. 本行可能就第三方通訊管道所提供的工具或產品製造交易市場。因此，您不應將其視為對此類第三方通訊管道所載事項的客觀或獨立解釋。也不應將其視為研究報告或投資建議文件。
- 1.17. 除您與本行外，其他人不可執行或享有該合約條款中任何規定帶來的權益。
- 1.18. 本約定條款準據法為台灣法律，並將按該等法律解釋。約定條款中任何一方都同意以台灣台北法院為第一審管轄法院，但法律有專屬管轄之特別規定者，不在此限。
- 1.19. 本約定條款的中文版僅供參考。中英版本如有任何歧義，以英文版為準。

## 2. 個資告知

- 2.1. 本行將根據「[蒐集、處理及利用個人資料告知書](#)」蒐集、處理及利用您的個人資料。
- 2.2. 基於該告知書所列之目的，本行可能記錄並監控與您的所有溝通。
- 2.3. 您與本行溝通所使用的第三方通訊管道將根據其自身的個資保護政策蒐集、處理及利用您的個人資料。
- 2.4. 本行可能將訊息內容和您的其他資料揭露給您與本行溝通所使用的第三方通訊管道及其他第三方。這是為了啟用、維護和支援這些通訊管道。

## 3. 安全建議

- 3.1. 請確保您從官方的應用程式商店下載第三方通訊管道應用程式、軟體和更新。您亦應持續更新您的應用程式和軟體至最新版本。
- 3.2. 請參考本行的 <https://www.hsbc.com.tw/help/security-centre/> 以了解關於網路安全及更安全的線上理財的建議。您亦可瀏覽相關第三方通訊管道的網頁，以了解更多安全建議。