

Notice of Amendments to General Terms and Conditions for Banking Services

With effect from 30 June 2024 (“effective date”), the General Terms and Conditions for Banking Services will be updated. The relevant key changes are summarised as below:

Amendment	Clauses
Add	Part B : Specific Terms and Conditions Schedule III : Terms and Conditions for Alerts and Money Transfers

The clauses are added as follows:

Part B: Specific Terms and Conditions
<p>Schedule III Terms and Conditions for Alerts and Money Transfers</p> <p>1. <u>Incorporation of the Common Terms of Part A</u></p> <p>1.1 The Common Terms and Conditions set out above in Part A of this “General Terms and Conditions for Banking Services” (the “Common Terms” shall be incorporated as an integral part of this Schedule III, as if the Common Terms are written in full herein. In case of conflict between the Common Terms and the terms and conditions expressly set out in this Schedule III, the latter shall prevail.</p> <p>1.2 The term “these terms and conditions” whenever used in this Schedule III shall mean the terms and conditions expressly set out in this Schedule III together with the Common Terms which are incorporated herein as aforesaid.</p> <p>1.3 These terms and conditions shall apply to the Alerts and the Money Transfers as defined in Clause 2 below. By making any Money Transfer, the Customer confirms that the Customer has accepted and will be bound by these terms and conditions.</p> <p>2. <u>Definitions and Interpretation</u></p> <p>Unless otherwise defined herein, terms used in these terms and conditions shall have the meanings given to them in the Bank’s “General Terms and Conditions for Banking Services”. In these terms and conditions, the following terms have the following meanings</p> <p>“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.</p> <p>“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.</p> <p>“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.</p> <p>“Money Transfer” means a transfer of money by the Customer through the Bank via any channel or means or in any currency determined by the Bank from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.</p> <p>3. <u>Reason for sending Alert</u></p> <p>The Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing the Customer’s responsibility for safeguarding the Customer’s own interests, money and assets from fraud or other illegal activities.</p>

4. The Bank's role, responsibilities and restriction of liability

4.1 The Bank:

- (a) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (c) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank's records of its delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

4.2 The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means.

4.3 The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.

4.4 The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents.

4.5 In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

4.6 Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

5. Customer's responsibilities

The Customer is responsible for taking reasonably practicable steps to safeguard the Customer's own interests, money and assets from fraud or other illegal activities. The Customer is responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. The Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. The Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.

For enquiries, please call our Customer Services Hotline at (852)398 95559 during office hours.