



## **Notice of Changes on Bank Tariff Guide and Terms and Conditions**

HSBC is committed to providing better service and hence review our services and offerings regularly. In this regard, we will update the Bank Tariff Guide for HSBC Wealth and Personal Banking customers, General Terms and Conditions, Integrated Account Terms and Conditions, Super Ease Account Terms and Conditions and ATM Card Terms and Conditions as set out in the Annex 1 and Annex 2 respectively with effect from 1 June 2024 (the "Effective Date"):

- Annex 1 – **Bank Tariff Guide for HSBC Wealth and Personal Banking Customers**
- Annex 2 – **General Terms and Conditions**
- Annex 2 – **Integrated Account Terms and Conditions**
- Annex 2 – **Super Ease Account Terms and Conditions**
- Annex 2 – **ATM Card Terms and Conditions**

Please note that these amendments to the terms and conditions as set out in Annex 2 shall be binding on you if you continue to use or retain the relevant account(s) on or after the Effective Date. If you decline the amendments, you have the right to terminate the account(s) or ATM Card before the Effective Date in accordance with the relevant clauses under the existing applicable terms and conditions.

For enquiries or should you wish to terminate any of the account(s), please contact us through "Chat with us" on HSBC HK App or HSBC Online Banking, or call one of our customer service hotlines:

- HSBC Global Private Banking customers: **(852) 2233 3033**
- HSBC Premier Elite customers: **(852) 2233 3033**
- HSBC Premier customers: **(852) 2233 3322**
- Other customers: **(852) 2233 3000**

You can obtain a copy of the current and amended Bank Tariff Guide and terms and conditions by visiting HSBC HK website following instructions below or contact the Bank:

- General Terms and Conditions, Super Ease Account Terms and Conditions and Bank Tariff Guide: HSBC HK website > Help and Support > Forms and downloads > Other accounts (Please note that the amended Bank Tariff Guide for HSBC Wealth and Personal Banking customers will be available from 1 May 2024)
- Integrated Account Terms and Conditions: HSBC HK website > Help and Support > Forms and downloads > Personal Integrated Account
- ATM Card Terms and Conditions: HSBC HK website > Help and Support > Forms and downloads > Ways to bank > Express Banking

April 2024

Issued by The Hongkong and Shanghai Banking Corporation Limited

**Annex 1**

**The Bank Tariff Guide for HSBC Wealth and Personal Banking Customers will be amended to reflect the changes in bank tariff (with changes underlined):**

Items	Current				On or after Effective Date			
	HSBC Global Private Banking/ HSBC Premier Elite	HSBC Premier	HSBC One	Personal Integrated Account/ Personal Customer	HSBC Global Private Banking/ HSBC Premier Elite	HSBC Premier	HSBC One	Personal Integrated Account/ Personal Customer
<b>Section A1. General Services – all accounts</b>								
<b>Cashier's order</b>								
• Issue/repurchase a cashier's order <sup>1</sup> (This charge will be waived if the repurchase of cashier's order follows the cheque clearing process)	Waived	HK\$40	HK\$60	HK\$75	Waived	<u>HK\$45</u>	<u>HK\$65</u>	<u>HK\$80</u>
• Loss of a cashier's order	HK\$60 plus HK\$331 collected on behalf of Hong Kong Interbank Clearing Limited on circulars issued				<u>HK\$80</u> plus HK\$331 collected on behalf of Hong Kong Interbank Clearing Limited on circulars issued			
• Additional fee for handling instructions not using Banks standard form (where accepted by the Bank)	HK\$150				<u>HK\$165</u>			
<b>Coins paid-in (must be pre-sorted, per customer per day)</b>								
• 500 coins or more	Waived	1% of the full amount paid-in (minimum HK\$25)	2% of the full amount paid-in (minimum HK\$50)		Waived	1% of the full amount paid-in (minimum <u>HK\$30</u> )	Others: 2% of the full amount paid-in ( <u>minimum HK\$55</u> )	
<b>Bulk cash deposit – Hong Kong dollar notes (per customer per day)</b>								
• Over 200 pieces of notes	0.25% of the full amount deposited (minimum HK\$50)				0.25% of the full amount deposited ( <u>minimum HK\$55</u> )			
<b>Bulk cheque deposit (per customer per day)</b>	Up to 30 cheques: Waived				Up to <u>15</u> cheques: Waived			
	Over 30 cheques: HK\$1 per additional cheque <sup>2</sup>				Over <u>15</u> cheques: HK\$1 per additional cheque <sup>2</sup>			
<b>Gift cheque (per cheque)</b>								
• Via HSBC branches <sup>1</sup>	Waived		HK\$8	HK\$10	Waived		<u>HK\$10</u>	<u>HK\$12</u>
<b>Special clearing arrangement (mark good)</b>								
• To issue a special clearing memo to general customers for delivery to the cheque's/draft's issuing bank	HK\$60 plus other bank charges				<u>HK\$65</u> plus other bank charges			
• Direct delivery of a cheque, draft, etc. to the drawee bank for clearing	Minimum HK\$200 plus other bank charges				Minimum <u>HK\$220</u> plus other bank charges			
<b>Special payment requests</b>								
• To any account with HSBC not using Bank's standard form (where accepted by the Bank)	HK\$150 per transaction				<u>HK\$165</u> per transaction			
• To a third party account with HSBC using Bank's standard form not submitted at HSBC branches	HK\$150 per transaction				<u>HK\$165</u> per transaction			

Note:

- The following group of customers will be exempted from the fee: aged below 18 or 65 and above, Senior Citizen Card holders, recipients of Government's Comprehensive Social Security Allowance, recipients of Government's Disability Allowance and the physically disabled or visually impaired.
- Waived if the cheques are deposited through cheque deposit machines or other non branch counter channels.

Items	Current				On or after Effective Date			
	HSBC Global Private Banking/ HSBC Premier Elite	HSBC Premier	HSBC One	Personal Integrated Account/ Personal Customer	HSBC Global Private Banking/ HSBC Premier Elite	HSBC Premier	HSBC One	Personal Integrated Account/ Personal Customer
<b>Section B. Deposit account/ services</b>								
<b>Stop payment order</b>								
To stop payment order, or to cancel each stop payment order, issued by the account holder								
• Paper cheque (Each or a series of stop/ cancel stop payment)	Hong Kong dollar Current Renminbi Current US dollar Current HK\$150				Hong Kong dollar Current Renminbi Current US dollar Current HK\$165			
• eCheque (each stop via HSBC branches)	Hong Kong dollar Current Renminbi Current US dollar Current HK\$150				Hong Kong dollar Current Renminbi Current US dollar Current HK\$165			
<b>Returned cheque<sup>3</sup></b>								
• Each cheque returned due to insufficient funds <sup>4</sup> / exceeding RMB cheque limit <sup>5</sup>	Hong Kong dollar Current: HK\$150 Renminbi Current: RMB200 US dollar Current: HK\$150				Hong Kong dollar Current: <u>HK\$165</u> Renminbi Current: <u>RMB220</u> US dollar Current: <u>HK\$165</u>			
• Each cheque returned for other reasons <sup>6</sup>	Hong Kong dollar Current: HK\$50 Renminbi Current: RMB50 US dollar Current: HK\$50				Hong Kong dollar Current: <u>HK\$75</u> Renminbi Current: <u>RMB75</u> US dollar Current: <u>HK\$75</u>			
<b>Cheque-book delivery (per cheque-book)</b>								
• By registered mail	Hong Kong dollar Current Renminbi Current US dollar Current Waived	Hong Kong dollar Current Renminbi Current US dollar Current HK\$25	Hong Kong dollar Current Renminbi Current US dollar Current Waived	Hong Kong dollar Current Renminbi Current US dollar Current Waived	Hong Kong dollar Current Renminbi Current US dollar Current HK\$30			
<b>Section C1. Payment services – autoPay services</b>								
To setup or amend each autoPay instruction <sup>7</sup> • Via paper form	HK\$30 <sup>9</sup>				<u>HK\$50<sup>9</sup></u>			
Each autoPay instruction returned as a result of insufficient funds <sup>10</sup>	HK\$150				<u>HK\$165</u>			

<sup>3</sup> Applicable to all types of cheques including paper cheque and e-Cheque.

<sup>4</sup> If you issue a cheque which, if honoured by us, would either cause your account to go overdrawn or over an existing overdraft limit, **we will treat this as your ad-hoc request for an unauthorised overdraft**. We may agree to your request and provide you with an overdraft. The amount of the unauthorised overdraft will be subject to our prevailing interest rate calculated on a daily basis. We will also charge a handling charge for the unauthorised overdraft on each occasion. Alternatively, we may refuse your request, return the cheque to you and impose a return charge for considering and refusing your request on each occasion. The level of interest and charges here are not applicable to integrated accounts with Wealth Portfolio Lending (WPL) facility. Please refer to the WPL Key Facts Statement for relevant details.

<sup>5</sup> This charge is made for the amount of a single cheque issued and presented in Guangdong Province (including Shenzhen) exceeds RMB80,000.

<sup>6</sup> If you issue a cheque which contains an error or if your cheque is not issued in accordance with our requirements, **we will treat this as your informal request for special service**. We may refuse your request, return the cheque to you and charge, without prior notice, a handling fee for considering your request on each occasion.

<sup>7</sup> "autoPay instruction" is also named as "direct debit authorization". autoPay instruction and direct debit authorization are used interchangeably in customer communication including account statement, bank forms/advices, internet banking platform etc.

<sup>8</sup> Not applicable to the autoPay instruction setup / amendment when the beneficiary is HSBC.

<sup>9</sup> Waived for senior citizens aged 65 and above / Senior Citizen Card holders.

<sup>10</sup> If you instruct us to make a payment from your account by autoPay, which if executed by us, would either cause your account to go overdrawn or over an existing overdraft limit, **we will treat this as your ad-hoc request for an unauthorised overdraft**. We may agree to your request and provide you with an overdraft. The amount of the unauthorised overdraft will be subject to our prevailing interest rate calculated on a daily basis. We will also charge a handling charge for the unauthorised overdraft on each occasion. Alternatively, we may refuse your request and your instruction, and impose a handling charge for considering and refusing your request on each occasion. The level of interest and charges here are not applicable to integrated accounts with Wealth Portfolio Lending (WPL) facility. Please refer to the WPL Key Facts Statement for relevant details. This item is not applicable to real-time top-up to electronic wallet of licensed stored value facility.

Items	Current				On or after Effective Date			
	HSBC Global Private Banking/ HSBC Premier Elite	HSBC Premier	HSBC One	Personal Integrated Account/ Personal Customer	HSBC Global Private Banking/ HSBC Premier Elite	HSBC Premier	HSBC One	Personal Integrated Account/ Personal Customer
<b>Section C2. Payment services – remittances – Inward Payments</b>								
Each clean bill (demand draft/ clean cheque) returned unpaid for any reason <sup>11</sup>	HK\$150				HK\$165			
<b>Section C2. Payment services – remittances – Outward Payments</b>								
<b>Global payments debited from an account with HSBC<sup>12,13</sup></b>								
Each transfer								
• Via HSBC Online Banking/ Mobile Banking - Other telegraphic transfers	HK\$50				HK\$65			
• Via HSBC branches (telegraphic transfer)	HK\$120	HK\$200	HK\$220	HK\$240	HK\$125	HK\$200	HK\$225	HK\$250
• Additional fee for handling instruction not using Banks standard form or instructions submitted by facsimile (where accepted by the Bank)	HK\$150				HK\$165			
• Flat fee (to cover the first payment charges imposed by overseas HSBC banks/ branches) - Via HSBC Online Banking/ Mobile Banking	Waived		HK\$50		Waived		HK\$100	
Each amendment/ enquiry/ cancellation/ returned (telegraphic transfer)	HK\$250 plus any additional charges levied by the overseas bank				HK\$275 plus any additional charges levied by the overseas bank			
<b>Section C4. Payment services – Interbank fund transfers</b>								
<b>Payment through Real Time Gross Settlement (RTGS)<sup>14,15</sup></b>								
Each real time outward RTGS payment to the credit of an account held with other local banks <sup>16</sup>								
• Via HSBC branches	HK\$100 <sup>17</sup>	HK\$160 <sup>17</sup>	HK\$180 <sup>17</sup>	HK\$200 <sup>17</sup>	HK\$125 <sup>17</sup>	HK\$200 <sup>17</sup>	HK\$225 <sup>17</sup>	HK\$250 <sup>17</sup>
• Additional fee for handling instructions not using Bank's standard form or instructions submitted by facsimile (where accepted by the Bank)	HK\$150				HK\$165			
• Each real time outward RTGS payment amendment / enquiry / cancellation <sup>18</sup> / returned	HK\$250 plus any additional charges levied by the beneficiary bank				HK\$275 plus any additional charges levied by the beneficiary bank			

11 Plus correspondent bank and/or overseas bank charges (if applicable).

12 Execution of a standing instruction for telegraphic transfer is charged based on tariff applied to a single telegraphic transfer instruction via HSBC Online Banking or HSBC Mobile Banking.

13 If you instruct us to make a payment from your account, which if executed by us, would either cause your account to go overdrawn or over an existing overdraft limit, we will reject your instruction.

14 Funds transferred through RTGS will normally be credited to the beneficiary's account on the transfer date.

15 If you instruct us to make a payment from your account by RTGS, which if executed by us, would either cause your account to go overdrawn or over an existing overdraft limit, we will reject your instruction.

16 Execution of a standing instruction for RTGS payment is charged based on tariff applied to a single RTGS payment instruction via HSBC Online Banking or HSBC Mobile Banking.

17 For payments to a beneficiary bank which the Bank cannot effect as RTGS payment, we will transfer via telegraphic transfer and the corresponding tariff will apply.

18 Our handling charge of HK\$275 will be waived.

## Annex 2

### A. General Terms and Conditions

1. To remind you that when giving instructions to make payments or effect transactions, you are responsible to check whether the payment recipient and the transaction are real and trustworthy. To clarify both parties' rights and obligations in this respect, the following new Clause 2 of Part B1 has been added as follows:

#### **"2. Alerts and Money Transfers**

2.1 The provisions of this Clause 2 of Part B1 apply to the Alerts and the Money Transfers as defined in Clause 2.2 of Part B1 below. If there is any inconsistency between the provisions of this Clause 2 of Part B1 and the other terms and conditions, the provisions of this Clause 2 of Part B1 will prevail insofar as the Alerts and Money Transfers are concerned.

#### 2.2 Definitions

Terms used in this Clause 2 of Part B1 shall have the meanings set out below. If any term used in this Clause 2 of Part B1 is not defined below, that term shall have the meaning set out in Appendix 1.

**Alert** means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

**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.

**Money Transfer** means a transfer of money by you through us via any channels or means or in any currency determined by us from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.

#### 2.3 Reason for sending Alerts

The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

#### 2.4 Our role, responsibilities and restriction of liability

(a) We:

- (i) do not control the management, operation or any other aspect of the Anti-fraud Databases;
- (ii) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (iii) 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, we do 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 you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

- (b) We may compile and deliver the Alerts in such ways as we consider appropriate. We shall have sole discretion to determine and/or vary, from time to time and without further notice to you, 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 our 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. We may deliver the Alerts to you by electronic or other means.

- (c) We are not liable for loss, damage or expense of any kind which you 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 our reasonable control.
- (d) We are not liable for loss, damage or expense of any kind which you 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 our negligence or wilful default or that of our officers, employees or agents.
- (e) In no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you 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).
- (f) 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.

## 2.5 Your responsibility

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

## **B. Integrated Account Terms and Conditions**

1. To remind you that when giving instructions to make payments or effect transactions, you are responsible to check whether the payment recipient and the transaction are real and trustworthy. To clarify both parties' rights and obligations in this respect, the following new Clause 2.7.11 has been added as follows:

### “2.7.11 Alerts and Money Transfers

(a) The provisions of this Clause 2.7.11 apply to the Alerts and the Money Transfers as defined in Clause 2.7.11(b) below. If there is any inconsistency between the provisions of this Clause 2.7.11 and the other terms and conditions, the provisions of this Clause 2.7.11 will prevail insofar as the Alerts and Money Transfers are concerned.

#### (b) Definitions

Terms used in this Clause 2.7.11 shall have the meanings set out below. If any term used in this Clause 2.7.11 is not defined below, that term shall have the meaning set out in Appendix 1.

**Alert** means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

**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.

**Money Transfer** means a transfer of money by you through us via any channels or means or in any currency determined by us from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.

#### (c) Reason for sending Alerts

The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

(d) Our role, responsibilities and restriction of liability

(i) We:

- (1) do not control the management, operation or any other aspect of the Anti-fraud Databases;
- (2) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (3) 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, we do 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 you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

(ii) We may compile and deliver the Alerts in such ways as we consider appropriate. We shall have sole discretion to determine and/or vary, from time to time and without further notice to you, 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 our 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. We may deliver the Alerts to you by electronic or other means.

(iii) We are not liable for loss, damage or expense of any kind which you 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 our reasonable control.

(iv) We are not liable for loss, damage or expense of any kind which you 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 our negligence or wilful default or that of our officers, employees or agents.

(v) In no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you 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).

(vi) 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.

(e) Your responsibility

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

2. We have added a new definition of "Authentication Factors" to Appendix I as follows:

"**Authentication Factors** include, but are not limited to PINs, soft tokens and in-app/SMS confirmations."

3. All references to "PIN" in Clauses 2.4.3 and 2.5.2 will be replaced by "Authentication Factors".

4. In a recent review of our contractual rights for our secured credit products and services, we identified that we do not rely on the power of attorney in Clause 4.3.1(a)(iv). We have therefore deleted this clause and made consequential changes (e.g. renumbering clauses and changing cross-references) to other clauses in the terms and conditions.

### C. Super Ease Account Terms and Conditions

1. To remind you that when giving instructions to make payments or effect transactions, you are responsible to check whether the payment recipient and the transaction are real and trustworthy. To clarify both parties' rights and obligations in this respect, the following new Clause 2.29 has been added as follows:

#### **"2.29 Alerts and Money Transfers"**

(a) The provisions of this Clause 2.29 apply to the Alerts and the Money Transfers as defined in Clause 2.29(b) below. If there is any inconsistency between the provisions of this Clause 2.29 and the other terms and conditions, the provisions of this Clause 2.29 will prevail insofar as the Alerts and Money Transfers are concerned.

#### (b) Definitions

Terms used in this Clause 2.29 shall have the meanings set out below. If any term used in this Clause 2.29 is not defined below, that term shall have the meaning set out in Appendix I.

"Alert" means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

"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.

"Money Transfer" means a transfer of money by the Customer through the Bank via any channels or means or in any currency determined by the Bank from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branches 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.

#### (c) Reason for sending Alerts

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.

#### (d) The Bank's role, responsibilities and restriction of liability

##### (i) The Bank:

- (1) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (2) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (3) 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.

(ii) 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.



(iii) 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.

(iv) 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.

(v) 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).

(vi) 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.

(e) 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."

2. The definition of "Hong Kong" in Appendix I has been amended (key changes have been underlined):

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China."

3. We have added a new definition of "Authentication Factors" as follows:

"**Authentication Factors** include, but are not limited to PINs, soft tokens and in-app/SMS confirmations."

4. All references to "PIN" in Clauses 8.4 will be replaced by "Authentication Factors".

#### **D. ATM Card Terms and Conditions**

1. We have amended the definition of "Account" as follows (key changes have been underlined):

"**Account** means any account we allow you to access by the use of the ATM Card or Authentication Factors."

2. We have added a new definition of "Authentication Factors" as follows:

"**Authentication Factors** include, but are not limited to PINs, soft tokens and in-app/SMS confirmations."

3. The definition of "PIN" is replaced by the following definition:

"**PIN** means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give instructions, make a transaction using your ATM Card or use any related services. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential."

4. All references to "PIN" in Clauses 3 and 4 will be replaced by "Authentication Factors".

## 銀行服務收費簡介及條款及細則修改通知

滙豐一直致力提供更好的服務，而不時檢視本行的服務及產品。為此，我們將更新滙豐財富管理及個人銀行業務服務收費簡介、一般條款及細則、綜合理財戶口條款及細則、「萬用戶口」一般條款及自動櫃員機卡條款及細則（詳情見附件一及附件二），並由 2024 年 6 月 1 日（「生效日」）起生效：

- 附件一：滙豐財富管理及個人銀行業務服務收費簡介
- 附件二：一般條款及細則
- 附件二：綜合理財戶口條款及細則
- 附件二：「萬用戶口」一般條款
- 附件二：自動櫃員機卡條款及細則

請注意，如您在生效日當日或之後繼續使用或保留相關戶口，則表示將受此條款及細則（見附件二）之修改約束。如您拒絕接受該等修改，您有權根據相關戶口的條款及細則現有版本中的相關條款於生效日之前終止相關戶口或自動櫃員機卡。

如有查詢或有意終止您的任何相關戶口，請於香港滙豐流動理財應用程式或滙豐網上理財與我們進行「線上對話」或致電本行的客戶服務熱線：

- 滙豐環球私人銀行客戶：(852) 2233 3033
- 滙豐卓越理財尊尚客戶：(852) 2233 3033
- 滙豐卓越理財客戶：(852) 2233 3322
- 其他客戶：(852) 2233 3000

您可跟隨以下指示前往滙豐銀行香港網頁或與我們聯絡以索取現行及經修改的銀行服務費簡介及條款及細則：

- 一般條款及細則、「萬用戶口」一般條款和銀行服務費簡介：滙豐銀行香港網頁 > 協助及支援 > 表格及文件下載 > 其他戶口（請留意，經修改的滙豐財富管理及個人銀行業務服務收費將於 2024 年 5 月 1 日起可供瀏覽）
- 綜合理財戶口條款及細則：滙豐銀行香港網頁 > 協助及支援 > 表格及文件下載 > 個人綜合理財戶口
- 自動櫃員機卡條款及細則：滙豐銀行香港網頁 > 協助及支援 > 表格及文件下載 > 多樣化理財方法 > 理財易中心

2024 年 4 月

由香港上海滙豐銀行有限公司刊發

**附件1**
**財富管理及個人銀行業務服務費用簡介將會被修改以反映銀行服務費用的更改（更改以底線標示）：**

項目	現時				生效日或之後			
	滙豐環球私人銀行/滙豐卓越理財尊尚	滙豐卓越理財	滙豐 One	個人綜合理財戶口/個人客戶	滙豐環球私人銀行/滙豐卓越理財尊尚	滙豐卓越理財	滙豐 One	個人綜合理財戶口/個人客戶
<b>A1. 一般服務 – 所有戶口</b>								
<b>本票</b>								
• 發出/購回本票 <sup>1</sup> （若購回本票按一般支票結算程序處理，有關費用將獲豁免）	豁免	每張40港元	每張60港元	每張75港元	豁免	每張45港元	每張65港元	每張80港元
• 報失本票	每張 60 港元 （另加 331 港元由香港銀行同業結算有限公司發出報失本票通告的代收費用）				每張80港元 （另加331港元由香港銀行同業結算有限公司發出報失本票通告的代收費用）			
• 處理非使用本行指定表格作付款指示的額外費用（如獲本行接納）	每次 150 港元				每次165港元			
<b>輔幣存款（必須預先分類，每客戶每日）</b>								
• 500 個輔幣或以上	豁免	存款額的1% （最低收費25港元）	存款額的2% （最低收費50港元）		豁免	存款額的1% （最低收費30港元）	存款額的2% （最低收費55港元）	
<b>大量現金存款 – 港元現鈔（每客戶每日）</b>								
• 200 張現鈔以上	存款額的 0.25% （最低收費 50 港元）				存款額的 0.25% （最低收費 55 港元）			
<b>大量支票存款（每客戶每日）</b>	30 張支票或以下：豁免				15 張支票或以下：豁免			
	30 張支票以上：每張額外支票收取 1 港元 <sup>2</sup>				15 張支票以上：每張額外支票收取 1 港元 <sup>2</sup>			
<b>禮券（每張）</b> 透過滙豐分行 <sup>1</sup>	豁免	每張8港元	每張10港元		豁免	每張10港元	每張12港元	
<b>特別兌現安排</b>								
• 發出特別兌現通知書予一般客戶，以便送交支票/本票的出票銀行	每張60港元（另加其他銀行收費）				每張65港元（另加其他銀行收費）			
• 將支票及匯票等直接送交付款銀行結算	最低收費每張200港元（另加其他銀行收費）				最低收費每張220港元（另加其他銀行收費）			
<b>特別付款指示</b>								
• 使用非本行指定表格要求付款予任何滙豐戶口（如獲本行接納）	每項交易150港元				每項交易165港元			
• 非透過分行遞交本行指定表格要求付款予滙豐第三者戶口的指示	每項交易150港元				每項交易165港元			

註：

- 18 歲以下或年滿 65 歲或以上之人士、長者卡持有者、綜合社會保障援助受助人、政府傷殘津貼受助人、身體傷殘或視覺有障礙之人士可獲豁免收費。
- 使用「入票易」機或其他非分行櫃位渠道存入支票，則可豁免手續費。

項目	現時				生效日或之後			
	滙豐環球私人銀行/滙豐卓越理財尊尚	滙豐卓越理財	滙豐 One	個人綜合理財戶口/個人客戶	滙豐環球私人銀行/滙豐卓越理財尊尚	滙豐卓越理財	滙豐 One	個人綜合理財戶口/個人客戶
<b>B. 存款戶口/服務</b>								
<b>停止付款指示</b>								
由戶口持有人發出或取消停止支付 (每次)								
• 紙張支票 (停止支付/取消停止支付一張支票或數張順序的支票)	港元往來戶口 人民幣往來戶口 美元往來戶口 <b>150港元</b>				港元往來戶口 人民幣往來戶口 美元往來戶口 <b>165港元</b>			
• 電子支票 (停止支付一張支票, 透過滙豐分行)	港元往來戶口 人民幣往來戶口 美元往來戶口 <b>150港元</b>				港元往來戶口 人民幣往來戶口 美元往來戶口 <b>165港元</b>			
<b>退票<sup>3</sup></b>								
• 因款項不足而遭退票 <sup>4</sup> /金額高於人民幣支票限額 <sup>5</sup>	港元往來戶口: 150港元 人民幣往來戶口: 200人民幣 美元往來戶口: 150港元				港元往來戶口: 165港元 人民幣往來戶口: 220人民幣 美元往來戶口: 165港元			
• 因其他理由而被退票 <sup>6</sup>	港元往來戶口: 50港元 人民幣往來戶口: 50人民幣 美元往來戶口: 50港元				港元往來戶口: 75港元 人民幣往來戶口: 75人民幣 美元往來戶口: 75港元			
<b>寄遞支票簿 (每本)</b>								
• 掛號	港元往來戶口 人民幣往來戶口 美元往來戶口 豁免	港元往來戶口 人民幣往來戶口 美元往來戶口 25港元	港元往來戶口 人民幣往來戶口 美元往來戶口 豁免	港元往來戶口 人民幣往來戶口 美元往來戶口 30港元				
<b>C1. 支付服務 - 自動轉賬服務</b>								
設立或更改自動轉賬付款指示 <sup>7</sup>	30港元 <sup>8,9</sup>				50港元 <sup>8,9</sup>			
• 透過紙張表格								
因戶口款項不足而退回自動轉賬付款指示 <sup>10</sup>	每次150港元				每次165港元			

3 此處泛指各類支票, 含紙張支票及電子支票

4 若您發出支票, 而當我們執行該指示時, 將會令您的戶口出現透支情況或超出現有透支限額, **我們將視為您臨時作出的未經授權透支要求**。我們可能同意您的要求並向您提供透支服務。未經授權透支金額的利息, 按本行的當行利率每日累算。我們亦會就每次未經授權透支收取手續費。或者, 我們可能拒絕您的要求及指示, 並安排退票, 並就每次考慮及拒絕您的要求收取手續費。上述利息及手續費並不適用於設有滙財組合貸款的綜合戶口。請參閱滙財組合貸款的產品資料概要以了解相關利息及手續費詳情。

5 此項收費適用於簽發並在廣東省 (包括深圳) 兌付, 每張金額高於人民幣 80,000 元的支票。

6 若您發出的支票包含錯誤資料或未能符合本行要求, **本行將視為您已臨時作出特別服務要求**。本行可能拒絕您的要求及安排退票, 為考慮您的要求及安排退票, 本行可能 (在不另行通知的情況下) 收取手續費。

7 「自動轉賬付款指示」即「直接付款授權書」。本行將於客戶通訊, 包括戶口結單, 銀行表格或通知書, 個人網上理財等使用任一名稱。

8 此項收費不適用於設立或更改以滙豐銀行為收款人的自動轉賬付款指示。

9 65 歲或以上的長者/長者卡持有者可享豁免收費。

10 若您指示我們於您的戶口設立自動轉賬付款指示, 而當我們執行該指示時, 將會令您的戶口出現透支情況或超出現有透支限額, **我們將視該指示為您臨時作出的未經授權透支要求**。我們可能同意您的要求並向您提供透支服務。未經授權透支金額的利息, 按本行的當行利率每日累算。我們亦會就每次未經授權透支收取手續費。或者, 我們可能拒絕您的要求及指示, 並就每次考慮及拒絕您的要求收取手續費。上述利息及手續費並不適用於設有滙財組合貸款的綜合戶口。請參閱滙財組合貸款的產品資料概要以了解相關利息及手續費詳情。此項目不適用於即時充值交易至儲值支付工具營運商的電子錢包。

項目	現時				生效日或之後			
	滙豐環球私人銀行/滙豐卓越理財尊尚	滙豐卓越理財	滙豐 One	個人綜合理財戶口/個人客戶	滙豐環球私人銀行/滙豐卓越理財尊尚	滙豐卓越理財	滙豐 One	個人綜合理財戶口/個人客戶
<b>C2. 支付服務 - 匯款 - 匯入匯款</b>								
無論任何原因退回票據 (匯票/支票) <sup>11</sup>	每張150港元				每張 <u>165</u> 港元			
<b>C2. 支付服務 - 匯款 匯出匯款</b>								
從滙豐戶口扣款支付的環球付款 <sup>12, 13</sup>								
每次轉賬								
• 透過滙豐網上理財及滙豐流動理財 - 其他電匯	每次50港元				每次 <u>65</u> 港元			
• 透過滙豐分行 (電匯服務)	每次120港元	每次200港元	每次220港元	每次240港元	每次 <u>125</u> 港元	每次200港元	每次 <u>225</u> 港元	每次 <u>250</u> 港元
• 處理非使用本行指定表格作付款指示或處理經圖文傳真遞交指示 (如獲本行接納) 的額外費用	每次150港元				每次 <u>165</u> 港元			
• 電匯手續費 (代替海外滙豐集團成員/分行收取的匯款手續費) - 透過滙豐網上理財及滙豐流動理財	豁免		每次50港元		豁免		每次 <u>100</u> 港元	
每次修改/查詢/取消/退回 (電匯服務)	每次250港元, 另加海外銀行徵收的費用				每次 <u>275</u> 港元, 另加海外銀行徵收的費用			
<b>C4. 支付服務 - 跨行轉賬</b>								
經「即時支付結算系統」付款 <sup>14, 15</sup>								
即時付款予本地其他銀行的戶口 <sup>16</sup>								
• 透過滙豐分行	每次100港元 <sup>17</sup>	每次160港元 <sup>17</sup>	每次180港元 <sup>17</sup>	每次200港元 <sup>17</sup>	每次 <u>125</u> 港元 <sup>17</sup>	每次 <u>200</u> 港元 <sup>17</sup>	每次 <u>225</u> 港元 <sup>17</sup>	每次 <u>250</u> 港元 <sup>17</sup>
• 處理非使用本行指定表格作付款指示或處理經圖文傳真遞交指示 (如獲本行接納) 的額外費用	每次150港元				每次 <u>165</u> 港元			
• 修改/查詢/取消 <sup>18</sup> /退回即時付款	每次250港元, 另加受款銀行徵收的費用				每次 <u>275</u> 港元, 另加受款銀行徵收的費用			

11 另附加受託銀行及/或海外銀行所收取之服務費 (如適用者)。

12 執行電匯的常行指示會以透過網上理財或流動理財遞交的單一電匯費用收費。

13 若您指示我們於您的戶口設立付款指示, 而當我們執行該指示時, 將會令您的戶口出現透支情況或超出現有透支限額, 我們會拒絕您的指示。

14 經「即時支付結算系統」轉賬到本地銀行的款項, 在一般情況下將會於轉賬當日存入受款戶口。

15 若您指示我們於您的戶口設立「即時支付結算系統」付款指示, 而當我們執行該指示時, 將會令您的戶口出現透支情況或超出現有透支限額, 我們會拒絕您的指示。

16 執行即時付款的常行指示以透過滙豐網上理財/滙豐流動理財遞交的單一即時付款的費用收費。

17 若該筆轉賬不可透過「即時支付結算系統」付款予受款銀行, 本行會按照匯出電匯收取手續費。

18 豁免 275 港元的本行手續費。

## 附件二

### 甲. 一般條款及細則

1. 闡述在當您發出付款或交易指示時，您有責任查證收款人及交易實屬真確並可靠。為說明本行與您的有關權利與責任，新增乙（一）部分第2條：

#### **“2. 警示與轉賬交易**

2.1 本乙（一）部分第2條的條文適用於以下本乙（一）部分第2.2條定義的警示與轉賬交易。若本乙（一）部分第2條的條文跟其他條款及細則出現不一致，則就警示與轉賬交易而言，均以本乙（一）部分第2條的條文為準。

#### 2.2 定義

本乙（一）部分第2條中使用的詞語有下列涵義。本乙（一）部分第2條中使用的詞語如未在以下定義，該詞語的涵義則載於附錄一。

**警示**指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。

**防詐資料庫**包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及／或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

**轉賬交易**指閣下透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉賬交易的指示。

#### 2.3 發出警示的原因

警示旨在幫助閣下在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

#### 2.4 本行的角色、責任及責任限制

##### (a) 本行：

(i) 無法控制防詐資料庫的管理、運作或其他方面；

(ii) 單靠防詐資料庫不時提供的資料來編製警示；及

(iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也不會保證亦不能保證閣下沒有收到警示的轉賬交易不涉欺詐，或閣下收到警示的轉賬交易必屬欺詐。本行就向閣下傳送任何警示的紀錄以及閣下回覆是否進行或取消任何轉賬交易的紀錄，均具終局效力（明顯錯誤除外）。

(b) 本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的反饋、意見、指引或建議，完全酌情決定及／或更改警示的內容、傳送警示的渠道或方式，及／或轉賬交易的貨幣（等），而無須另行通知閣下。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。

(c) 本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。

(d) 本行無須負責閣下或任何其他人士有關或因警示（或其延誤或無法傳送），或有關或因處理、執行或取消警示（或因其延誤或無法傳送）所涉的轉賬交易，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致。

(e) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。

(f) 此等條款的內容均無意排除或限制任何不能合法地排除或限制的權利或責任。

#### 2.5 閣下的責任

閣下有責任採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉賬交易。閣下就進行或取消一項警示所涉的轉賬交易的決定均對閣下具約束力，且閣下應為後果負全責。”

### 乙. 綜合理財戶口條款及細則

1. 闡述在當您發出付款或交易指示時，您有責任查證收款人及交易實屬真確並可靠。為說明本行與您的有關權利與責任，新增第2.7.11條：

#### “2.7.11 警示與轉賬交易

(a) 本第 2.7.11 條的條文適用於以下第 2.7.11 (b) 條定義的警示與轉賬交易。若本第 2.7.11 條的條文跟其他條款及細則出現不一致，則就警示與轉賬交易而言，均以本第 2.7.11 條的條文為準。

#### (b) 定義

本第 2.7.11 條中使用的詞語有下列涵義。本第 2.7.11 條中使用的詞語如未在以下定義，該詞語的涵義則載於附錄一。

**警示**指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。

**防詐資料庫**包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及／或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

**轉賬交易**指閣下透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉賬交易的指示。

#### (c) 發出警示的原因

警示旨在幫助閣下在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

#### (d) 本行的角色、責任及責任限制

##### (i) 本行：

- (1) 無法控制防詐資料庫的管理、運作或其他方面；
- (2) 單靠防詐資料庫不時提供的資料來編製警示；及
- (3) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也不會保證亦不能保證閣下沒有收到警示的轉賬交易不涉欺詐，或閣下收到警示的轉賬交易必屬欺詐。本行就向閣下傳送任何警示的紀錄以及閣下回覆是否進行或取消任何轉賬交易的紀錄，均具終局效力（明顯錯誤除外）。

(ii) 本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的回饋、意見、指引或建議，完全酌情決定及／或更改警示的內容、傳送警示的渠道或方式，及／或轉賬交易的貨幣（等），而無須另行通知閣下。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。

(iii) 本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。

(iv) 本行無須負責閣下或任何其他人士有關或因警示（或其延誤或無法傳送），或有關或因處理、執行或取消警示（或因其延誤或無法傳送）所涉的轉賬交易，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致。

(v) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。

(vi) 此等條款的内容均無意排除或限制任何不能合法地排除或限制的權利或責任。

#### (e) 閣下的責任

閣下有責任採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情屬真實確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉賬交易。閣下就進行或取消一項警示所涉的轉賬交易的決定均對閣下具約束力，且閣下應為後果負全責。”

2. 在附錄 I 中我們增加了以下「認證因素」之定義：

“**認證因素**包括但不限於私人密碼、軟令牌及透過應用程式／短訊確認。”

3. 所有在第 2.4.3 及 2.5.2 條中「私人密碼」的題述將由「認證因素」所取代。

4. 我們早前審查本行擔保信貸產品和服務的合約權利時，發現本行並不受第 4.3.1 (a)(iv)條中所述的授權書條文所限。因此，我們刪除了該條款，並對條款及細則中的其他條款作出相應的改動（包括重新編號並更改引用）。

### 丙. 「萬用戶口」一般條款

1. 闡述在當您發出付款或交易指示時，您有責任查證收款人及交易實屬真確並可靠。為說明本行與您的有關權利與責任，新增第 2.29 條：

**“2.29 警示與轉賬交易**

(a) 本第 2.29 條的條文適用於以下第 2.29 (b) 條定義的警示與轉賬交易。若本第 2.29 條的條文跟其他條款及細則出現不一致，則就警示與轉賬交易而言，均以本第 2.29 條的條文為準。

**(b) 定義**

本第 2.29 條中使用的詞語有下列涵義。本第 2.29 條中使用的詞語如未在以下定義，該詞語的涵義則載於附錄 I。

「**警示**」指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。

「**防詐資料庫**」包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及／或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

「**轉賬交易**」指客戶透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括客戶向本行發出進行轉賬交易的指示。

**(c) 發出警示的原因**

警示旨在幫助客戶在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。客戶不應把警示當作替代客戶保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

**(d) 本行的角色、責任及責任限制**

**(i) 本行：**

- (1) 無法控制防詐資料庫的管理、運作或其他方面；
- (2) 單靠防詐資料庫不時提供的資料來編製警示；及
- (3) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也不會保證亦不能保證客戶沒有收到警示的轉賬交易不涉欺詐，或客戶收到警示的轉賬交易必屬欺詐。本行就向客戶傳送任何警示的紀錄以及客戶回覆是否進行或取消任何轉賬交易的紀錄，均具終局效力（明顯錯誤除外）。

(ii) 本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的回饋、意見、指引或建議，完全酌情決定及／或更改警示的內容、傳送警示的渠道或方式，及／或轉賬交易的貨幣（等），而無須另行通知客戶。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向客戶傳送警示。

(iii) 本行無須負責客戶或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。

(iv) 本行無須負責客戶或任何其他人士有關或因警示（或其延誤或無法傳送），或有關或因處理、執行或取消警示（或因其延誤或無法傳送）所涉的轉賬交易，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致。

(v) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士負責。

(vi) 此等條款的内容均無意排除或限制任何不能合法地排除或限制的權利或責任。

**(e) 客戶的責任**

客戶有責任採取合理可行的步驟以保障客戶自身的利益、資金及資產免受欺詐或其他非法活動的損害。客戶每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。客戶應認真考慮是否進行或取消一項警示所涉的轉賬交易。客戶就進行或取消一項警示所涉的轉賬交易的決定均對客戶具約束力，且客戶應為後果負全責。”

2. 修正附錄 I 中「香港」的定義（修改內容以底線顯示）：

“「香港」指中華人民共和國香港特別行政區。”

3. 我們在附錄 I 增加了以下「認證因素」之定義：

“**認證因素**包括但不限於私人密碼、軟令牌及透過應用程式／短訊確認。”

4. 所有在第 8.4 條中「私人密碼」的題述將由「認證因素」所取代。



#### 丁. 自動櫃員機卡一般條款

1. 修改了「戶口」的定義（修改內容以底線顯示）：

“戶口指本行容許閣下使用自動櫃員機卡或認證因素存取的任何戶口。”

2. 我們增加了以下「認證因素」之定義：

“**認證因素**包括但不限於私人密碼、軟令牌及透過應用程式／短訊確認。”

3. 「私人密碼」之定義由以下定義所取代：

“**私人密碼**指當閣下查閱資料、發出指示、使用閣下的自動櫃員機卡進行交易或使用任何相關服務時，本行用作識別閣下身份的個人識別號碼、任何編碼或號碼或閣下的聲紋或其他生物識別憑據。私人密碼可以由本行或閣下指定，或由本行指定或批准的保安裝置產生，或透過本行收集和分析閣下的聲音或其他生物識別憑據產生。”

4. 所有在第 3 及 4 條中「私人密碼」的題述將由「認證因素」所取代。