

Notice of Amendment to Integrated Account Terms and Conditions

We would like to notify you of amendments to the Integrated Accoun Terms and Conditions and Account Rules. Please read the following carefully to help you understand what has been revised and what it means

Why are we changing these terms?

We hope that the newly revised terms will make it easier for you to understand the Autosweeping Service provided by the Integrated Account We have also revised our remittance terms, Bank Services relating to Faster Payment System and added the Alerts & Money Transfers terms in Integrated Account Terms and Conditions and Account Rules for clearer

resulting sum into the Debit Account without notice.

and requests in such sequence or manner as HKICL consider

appropriate. The Bank has no control over the operation of HKICL FPS

nor the timing on which the customer's instructions or requests are

executed by HKICL FPS. Where the Bank receives status update

notifications involving any of the customer's Proxy ID (or related

records) or eDDA setup or any other matter relating to HKICL FPS

from or through HKICL FPS from time to time, the Bank will notify the

customer accordingly by such means and at such time as the Bank

HKICL FPS, its counterparties or any settlement bank or any

functionality of the Faster Payment System, or arising from any

circumstances beyond the Bank's reasonable control, including any

about suspected frauds, scams or deceptions received by us from the

delay or error relating to the risk warnings, messages and indicator

PART XVI TERMS AND CONDITIONS FOR ALERTS AND MONEY

This Part applies to the Alerts and the Money Transfers as defined in

Clause 2 below. This Part supplements any other applicable

agreements or terms and conditions governing any Money Transfer. If

there is any inconsistency between this Part and the provisions of

other Parts of these Terms and Conditions, the provisions of this Part

will prevail insofar as the Alerts and Money Transfers are concerned

By making any Money Transfer on or after the date on which

this Part comes in effect, the Customer confirms that the

Customer has accepted and will be bound by the provisions of

"Alert" means a warning message that a Money Transfer or the

"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

"Hong Kong" means the Hong Kong Special Administrative Region of

"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

Bank, whether the payee account is maintained with the Bank or not;

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

(a) does not control the management, operation or any other aspect

(b) compiles the Alerts solely based on the information available

from the Anti-fraud Databases from time to time; and

the Customer to the Bank to make a Money Transfer.

and assets from fraud or other illegal activities.

of the Anti-fraud Databases;

The Bank's role, responsibilities and restriction of liability

machine, cash deposit machine, and bank counter at any branch of the

and if the context requires or permits, includes an instruction given by

relevant payee or payee account may involve fraud or scam.

designated entities or organisations

the People's Republic of China.

Reason for sending Alerts

4. The Bank:

Faster Payment System or Hong Kong Police Force; and

6.02b. (ii) any delay, unavailability, disruption, failure, error of or caused by

considers appropriate

Alerts and Money Transfers

In this Part:

What had been modified?

hand	es to the Integrated Account Terms and Conditions:		5	ALERTS AND MONEY TRA	
zi idi ig	es to the integrated Account Terms and Conditions.	Related	Changes to the Account Rules:		
Item	Summary of Revised Clause(s)	Clause(s)/ Appendix	Item	Summary of Revised Cl	
1	The following Clauses of "Part II TERMS AND CONDITIONS FOR ACCOUNTS AND RELATED SERVICES" under Section 4: Autosweeping Service: • Clause 4.01–Amend the definition of "Fixed Sum". • A new Clause 4.02–Add this clause to explain we may determine the Fixed Sum from time to time in our absolute discretion for the purposes of providing the Autosweeping Service and we may, but are not obliged to, notify the Customer before effecting any transfer. • The existing Clauses 4.02–4.05 to be renumbered as Clauses 4.03–4.06 respectively. • Clause 4.03 (renumbered)–Amend by adding that we also reserve the right to suspend or terminate the Autosweeping Service at any time without prior notice. • Clause 4.06 (renumbered)–Amend by adding that we are not responsible for any consequences arising out of any failure to provide the Autosweeping Service.	Clauses 4.01 to 4.06	1	The following Clauses of " Clause 1-Add the scope this Part applies to. The existing Clauses 1-Clauses 2-16 respective Clause 9 (renumbered) effecting the transfer be suitable. Clause 10 (renumbered required for remittance (EU) and European Ecolor Clause 14 (renumbered the remittance is reject the remit amount back Bank's then prevailing erate effected on the del resulting sum into the E	
2	The definition of "Prescribed Sum" under "APPENDIX A' is amended.	APPENDIX A: "Prescribed Sum"		The following Clauses of " to Faster Payment System Clause 1a-Amend to co settlement system in us Service. Clause 1d-Amend the of Services". Clause 2a-Amend to co settlement service in fa transfers. Clause 5h-Add a news obligations regarding pa Clause 6a-Amend the a the bank to process and	
3	The following Clauses of "Part XII TERMS AND CONDITIONS FOR REMITTANCE SERVICES": Clause 1-Add the scope of remittance services which this Part applies to. The existing Clauses 1-15 to be renumbered to Clauses 2-16 respectively. Clause 9 (renumbered)-Amend that we will determine effecting the transfer by means that we deemed suitable. Clause 10 (renumbered)-Amend the information required for remittances of euro to European Union	Clauses 1 to 16			
	 (EU) and European Economic Area (EEA). Clause 14 (renumbered)—Amend by adding that when the remittance is rejected or returned, we may convert the remit amount back to the debit currency at the Bank's then prevailing exchange rate or the exchange rate effected on the debit date and deposit the 		3	and Money Transfers".	

ummary of Revised Clause(s e following Clauses of "Part XIV Bank Services relat Faster Payment System": Clause 1.01-Amend to cover applicable clearing and ettlement system in using the Faster Payment Clause 1.04-Amend the definition of "FPS Bank Clause 2.01-Amend to cover applicable clearing and 1.01, 1.04 settlement service in facilitating the FPS payment and | 2.01, 5.08 Clause 5.08-Add a new sub-clause (iii) on other obligations regarding payments and funds transfers Clause 6.01–Amend the applicable terms and rules fo the bank to process and submit the FPS instruction Clause 6.02b (ii)—Change "and" to "or" before "any Add a new part-"Part XVI TERMS AND CONDITIONS FOR New

Item	Summary of Revised Clause(s)	Related Clause(s	
1	The following Clauses of "Part IV Remittance Services": Clause 1-Add the scope of remittance services which this Part applies to. The existing Clauses 1-15 to be renumbered to Clauses 2-16 respectively. Clause 9 (renumbered)-Amend that we will determine effecting the transfer by means that we deemed suitable. Clause 10 (renumbered)-Amend the information required for remittances of euro to European Union (EU) and European Economic Area (EEA). Clause 14 (renumbered)-Amend by adding that when the remittance is rejected or returned, we may convert the remit amount back to the debit currency at the Bank's then prevailing exchange rate or the exchange rate effected on the debit date and deposit the resulting sum into the Debit Account without notice.	Clauses 1 to 16	
2	The following Clauses of "Part IX Bank Services relating to Faster Payment System": Clause 1a-Amend to cover applicable clearing and settlement system in using the Faster Payment Service. Clause 1d-Amend the definition of "FPS Bank Services". Clause 2a-Amend to cover applicable clearing and settlement service in facilitating the FPS payment and transfers. Clause 5h-Add a new sub-clause (iii) on other obligations regarding payments and funds transfers. Clause 6a-Amend the applicable terms and rules for the bank to process and submit the FPS instruction.	Clauses 1 1d, 2a, 5h 6a	
3	Add a new part-"Part X Terms and Conditions For Alerts and Money Transfers".	New clauses	

(c) would not compile any Alert relating to a payee, a payee account

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

ransfers for which the Customer receives Alerts are fraudulent. Th

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

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

agencies or other governmental bodies, or regulatory authorities or

industry associations of Hong Kong. The Bank may deliver the Alerts

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

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 o

in connection with the Alerts (or any delay or unavailability of the

Transfers affected by the Alerts (or by any delay or unavailability of

directly and solely from the Bank's gross negligence or wilful default

the Alerts), except to the extent that any loss, damage or expense

incurred or suffered is direct and reasonably foreseeable, and arising

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

Nothing in this Part is intended to exclude or restrict any right or

liability to the extent of which it may not be lawfully excluded or

steps to safeguard the Customer's own interests, money and

assets from fraud or other illegal activities. The Customer i

responsible to check and ensure that the pavee, the pave

account, the transaction and the transaction details are real

and trustworthy in each case. The Customer should conside

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

10. The Customer is responsible for taking reasonably practicable

mages (whether or not they were foreseeable or likely to occur).

Relevant persons may include but not limited to law enforcemen

to the Customer by electronic or other means.

or that of its officers, employees or agents.

reasonable control.

The Customer's responsibilities

for the consequences.

ransfer shall have conclusive effect save for manifest error.

ustomer does not receive Alerts are not fraudulent nor that Money

Anti-fraud Databases.

or a transaction if no information about it is available from the

How to read the full text of the revised clauses?

Any other important information?

The full text of revised clauses of Integrated Account Terms and Conditions and Account Rules are set out in Appendix 1 and Appendix 2 respectively.

When will the new amendments take effect?

The new revised Integrated Account Terms and Conditions and Account Rules will take effect on 19 May 2024 ("Effective Date").

Please note that the revised Integrated Account Terms and Conditions shall be binding on you if you continue to maintain any Integrated Account, and the revised Account Rules shall be binding on you if you continue to maintain any non-Integrated Account on or after the Effective Date. Please also note that we may not be able to continue providing the services. contemplated under the Integrated Account Terms and Conditions and/or Account Rules to you if you do not accept the changes set out in this Notice. If you do not accept the changes, you have the right to terminate your account(s) in accordance with the relevant clauses under the Integrated Account Terms and Conditions and Account Rules before the Effective

From the Effective Date, any references to the Integrated Account Terms and Conditions and Account Rules in any other terms and conditions agreements or documents entered into between us shall be deemed to be references to the revised Integrated Account Terms and Conditions and Account Rules

Where can I find the revised and existing Integrated Account Terms $\,$ and Conditions and Account Rules?

From the Effective Date, you may obtain a copy of the revised Integrated Account Terms and Conditions and Account Rules from our website (Hang Seng Bank Website > "Personal" > "Banking" > "More Banking Services" "Useful Information" > "Terms and Conditions for Integrated Account") or (Hang Seng Bank Website > "Personal" > "Banking" > "More Banking Integrated Account") or any branches of the Bank. Copy of the existing Integrated Account Terms and Conditions and Account Rules is availab from the above website or any branches of the Bank until 28 June 2024 Also, you may download this customer notice from the Bank's website (Hang Seng Bank Website > "Personal" > "Important notice" > "Notice of nendment to Integrated Account Terms and Conditions and Account Rules") on or before 28 June 2024. You may not be able to access or download the existing Integrated Account Terms and Conditions and Account Rules and this customer notice after the relevant date(s). Want to know more?

If you have any questions about these changes or should you wish to minate any account, product and/or service, please enquire with our staft through "Live Chat" in Hang Seng Personal Mobile App or Hang Seng Personal e-Banking or visit any branch in Hong Kong for enquiry. Hang Seng Bank Limited

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

Appendix 1: The revised clauses in "Integrated Account Terms and PART II TERMS AND CONDITIONS FOR ACCOUNTS AND RELATED

SERVICES Autosweeping Service

(b) such additional sum as prescribed by the Bank from time to time in its 4.01 The Bank shall determine the Debit Balance at the Cut-off Time. absolute discretion for the purposes of providing the Autosweeping

on every Business Day. If the Debit Balance does not exceed a maximum amount prescribed by the Bank ("Fixed Sum") and:-(a) at the Transfer Time on the next Business Day, the amount of available cleared funds in the Savings Account reaches or exceeds the Prescribed Sum, then the Bank shall (at the Transfer Time on the next Business Day) transfer the

Prescribed Sum from the Savings Account to the Current

- (b) at the Transfer Time on the next Business Day, the amount of available cleared funds in the Savings Account reaches or exceeds the Debit Balance but does not reach or exceed the Prescribed Sum, then the Bank shall (at the Transfer time on the next Business Day) transfer an amount equivalent to the Debit Balance from the Savings Account to the Current Account
- 4.02 The Bank may determine the Fixed Sum from time to time in its absolute discretion for the purposes of providing the Autosweeping Service. The Bank may, but is not obliged to, notify the Customer before effecting any transfer.
- 4.01 of this Part are not fulfilled, the Bank shall not effect the transfer pursuant to Clause 4.01 of this Part. The Bank also reserves the right to suspend or terminate the Autosweeping Service at any time without prior notice. 4.04 Notwithstanding the automatic transfer effected by the Bank pursuant to Clause 4.01 of this Part, interest shall accrue on the

4.03 For the avoidance of doubt, if the conditions set out in Clause

- Debit Balance from the date the Current Account was overdrawn to the date of full repayment thereof at the same rate(s) as applicable to the OD Protection and/or any unauthorised overdraft (as the case may be). 4.05 The Customer acknowledges and agrees that it is his duty from time to time to monitor and maintain sufficient available
- cleared funds in the Savings Account to enable all applicable Instructions, obligations and liabilities on the Savings Account owed to the Bank or any third party (including any autopay or direct debit authorisation) to be met and/or discharged taking account of any automatic transfers which may be effected by the Bank from time to time pursuant to the Autosweeping 4.06 The Bank shall not assume any liability or responsibility to the
- tomer or any third party for checking or matching a obligations and liabili omer owed to the Bank or any third party on the Savin ount, or for the consequences arising out of or in connect e provision of the Autosweeping Service or any failure vide the Autosweeping Service including any loss or dama ffered by the Customer or any third party resulting from or insufficiency of funds in the Savings Account to meet a discharge any applicable Instructions, obligations or liabilities on the Savings Account.

- require; and time without notice)
- If the remittance is in Renminbi or within the ambit of any of the Bank's agreement with the clearing bank or domestic agent bank in relation to any Renminbi services, the Customer represents, warrants, undertakes and/or agrees that:
- or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing o settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, HKSAR and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") (including without limitation any requirements relating to the purposes and eligibility of such remittance);

rescribed Sum" means a sum equivalent to the aggregate of:-

(a) such sum for the purpose of repaying the Debit Balance in full, ncluding any accrued interest or fees; and

PART XII TERMS AND CONDITIONS FOR REMITTANCE SERVICES These terms and conditions shall apply to all remittance services including mainland/overseas transfer and local transfer of foreign

currency not supported by Faster Payment System.

- The Bank shall not be liable for any loss or damage due to omission or elay in sending any message relating to this transfer or in paymen or in giving advice of payment; loss of items or any message or signals transit or transmission or otherwise, mutilation, error, omission terruption or delay in transmission or delivery of any item, message signals, letter, telegram or cable, or the actions of omission of o spondents, sub-agent, other agency or any other party involved e Clearing House Automated Transfer System (if applicable), or eclared or undeclared war; censor-ship; blockade; insurrection; mmotion; or any law, decree, regulation, control, restriction her act of a domestic or of foreign government or other group o oups exercising governmental powers, whether de jure or de fact r breakdown or mal-function in or of any computer, mechanical o tronic instruments, apparatus or device, or any act or event
- The Customer shall be solely responsible for the accuracy and completeness of all information (including any beneficiary accouninformation) provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or ncompleteness of any information provided by the Customer.
- The Bank is at liberty to send any message in relation to this application in explicit language, code, cipher or any form of electronic transmission signals and the Bank is not to be liable for any losses caused by or any errors, neglects, or defaults of any correspondents, ıb-agent, or other agency
- The Customer shall have no right to cancel, amend or revoke this application or any terms thereof without the written consent of the
- The Bank is entitled to reimbursement from the Customer for the expenses incurred by the Bank, its correspondents and agents. Additional overseas charges (including charges levied by the beneficiary bank and/or correspondent banks) may be imposed by some overseas banks. These charges may be deducted from the remit amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remit amount in full, regardless of the payment instructions provided.
- The Bank is entitled to receive and retain any benefit in whatever form from a party or parties through whom transaction(s) is/are effected in connection with this application. 8. (a) Without prejudicing any of the rights of the Bank under this Part
- or these Terms and Conditions, the Customer (and, where applicable, for and on behalf of each of the directors, authorized persons, officers, representatives and members (or partners in the case of a partnership) of the Customer (collectively "the relevant individuals")) agrees and acknowledges that the Customer's data, the personal data of the relevant individuals and all other details and information relating to this application, this transfer and any transactions or dealings between the Customer or the relevant individuals with the Bank may be

considers necessary or appropriate, disclosed, transferred whether within or outside Hong Kong) or exchanged by th Bank to or with any members of the HSBC group, any third party service providers, any correspondent or agent banks or third party financial institutions, any payees or authorities for the purpose of or in connection with this application, thi transfer or the provision of remittance services to the Customer; or for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to Customers and other individuals from time to time.

used, held or processed by the Bank or, where the Bank

- (b) Without prejudice to Clause 8(a) above, in processing a remittance or payment instruction, the Bank may be required by Applicable Regulations concerning anti-money laundering an anti-terrorist financing activities to disclose personal data or other information about the Customer or the relevan individuals (as defined in Clause 8(a) above). This may include the originating account number, the name, address or date of birth of the Customer or the relevant individuals, personal or corporate identity document number and other unique references. The Customer expressly authorises (i) the Bank to make the required disclosure to any correspondent o beneficiary bank, the payee or any authority as the Bank may consider appropriate, and (ii) each correspondent or beneficiary bank to make the required disclosure to any othe correspondent or beneficiary bank, the payee or any authorit as that correspondent or beneficiary bank considers
- (c) The Customer shall ensure that the relevant individuals have consented to the Bank processing their information as set out in
- (d) In this Clause 8, "Applicable Regulation" means any law regulation or court order, or any rule, direction, guideline, code notice or restriction (whether or not having the force of law) issued by any authority or industry or self-regulatory body whether in or outside the Hong Kong Special Administrative Region, to which the Bank or the Customer or the relevan individuals are subject or with which the Bank or the Customer or the relevant individuals are expected to comply from time to
- The Bank reserves the right to determine effecting the transfer by means that the bank deemed suitable.
- 10. For remittances of euro to European Union (EU) and European Economic Area (EEA), the Banks may request the Customer to provide the beneficiary bank's SWIFT code (BIC) AND the beneficiary's account number in International Bank Account Number (IBAN) format. If this information is not given or is invalid or incorrect, the telegraphic transfer is liable to be rejected, returned and/or delayed, usually with charges imposed. The Bank accepts no responsibility fo any loss or damage suffered by any person arising out of such rejection, return and/or delay.
- If the remittance is in Renminbi or within the ambit of any of the Bank's agreement with the clearing bank or domestic agent bank in relation to any Renminbi services, the Customer represents, warrants, undertakes and/or agrees that:
- a) the remittance fully complies with any law, regulation or order or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation HKSAR and the People's Republic of China) applicable from

b) notwithstanding any other clauses stated in these terms and conditions for remittance services or otherwise, (i) the Bank reserves the right to introduce additional terms and conditions applicable to remittance services in order to comply with any Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons; and (ii) the Bank shall have the right to efuse or at any time decline any remittance or revert any remittance of any sum that has been effected from the account stated in this application from which the remit amount is debited without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any

time to time (collectively the "Applicable Regulations"

purposes and eligibility of such remittance);

(including without limitation any requirements relating to the

- c) it shall provide the Bank with any documents as the Bank may require; and
- Renminbi is subject to exchange rate risk. Fluctuation in the exchange rate of Renminbi may result in losses in the event that Renminbi is subsequently converted into another currency (including Hong Kong Dollars). Exchange controls imposed b the relevant authorities may also adversely affect the applicable exchange rate. Renminbi is currently not freely convertible and conversion of Renminbi through banks in Hong Kong, like other Renminbi services provided by banks in Hong Kong, are subject to certain policy, regulatory requirement and/or restrictions (which are subject to changes from time to time without notice). Applications received by the Bank by the relevant cutoff times as
- stipulated by the Bank from time to time (the "Cut-off Times") may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks. The remit amount will normally (provided that it is processed by the Bank on the same day) reach the correspondent bank on the debit date as provided in this application (the "Value Date") if this application is received by the Bank before the Cut-off Times. If this application is received by the Bank after the Cut-off Times, the Value Date of the remit amount will normally be the next business day. The Cut-off Times will vary depending on a number of factors including the currency for the remitted sum to be denominated as requested by the Customer, the geographical location of the destination of the remittance and/or the funding arrangement requirements of th settlement banks. The Bank reserves the right to vary the Cut-of Times at any time without prior notice. In case of any disputes, the decision of the Bank shall be final. The Cut-off Times of different remit currencies can be found at the Bank's website. The Bank will debit the remit amount from the account designated by
- the Customer and agreed by the Bank ("Debit Account") on the debit date provided in this application, provided that all relevant information for this application has been received by the Bank before the Cut-off Times of the relevant business date. If all relevant information for this application has only been received by the Bank after the Cut-off Times of the relevant business date, the Bank will debit the remit amount from the Debit Account on the next business day of the Bank. Due to any limitation that the debit account has to be dehited before the value date, the Bank will not be responsible for any interest expense or loss as a result. If the debit currency is different from the remit currency, the Bank
- shall effect a currency exchange transaction at the Bank's prevailing exchange rate at or about the time the remittance application is processed by the Bank on the debit date, unless a currency exchange

rate has been pre-arranged and agreed between the Customer and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate. If thereafter the remittance is rejected or returned, the Bank reserves the right to convert the remit amount back to the debit currency at the Bank's then prevailing exchange rate or effected or the exchange rate effected on the debit date and deposit the resulting sum into the Debit Account without notice.

Without prejudice to any provisions in these terms and conditions for emittance services, the Bank reserves the right not to accept or otherwise reject any remittance application with or without giving any reason. The Bank further reserves the right to delay or not to process any remittance application with or without notice for any reason, including but not limited to:

(a) if the Bank is of the opinion that: (i) the relevant information is not complete or has not been

- accurately or properly provided or is not sufficiently clear; (ii) there are not sufficient available funds in the Debit Account; or
- (iii) the processing of the remittance application may breach any applicable laws or regulations; or

(b) for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied).

<u>he Bank shall not be liable for any loss or damage incurred or</u> uffered by any person caused by any non-acceptance, rejectio

elay or non-processing of any remittance application for any reason This application is subject to the charges and at the rates published by the Bank from time to time. For the latest service charges of the Bank, please refer to the Bank's fee and charges table, which can be

PART XIV BANK SERVICES RELATING TO FASTER PAYMENT

1.01 The Bank may provide the FPS Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System (which is provided and operated by HKICL) and applicable clearing and settlement systems. The FPS Bank Services are therefore subject to the terms, rules, guidelines and procedure mposed by or agreed with HKICL, its counterparties and an ettlement bank in relation to the Faster Payment System and applicable clearing and settlement systems from time to time 1.04 In this Part, the following terms have the following meanings:

"Addressing Service" means a service provided by HKICL as part of

HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS. "customer" means each Customer to whom the Bank provides EPS

Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to the Bank in connection with the use of the FPS Bank Services. "Default Account" means the account maintained by the customer with the Bank or any other Participant and set as the default account

extent specified or permitted by the rules, quidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS. "eDDA" means a direct debit authorisation set up by electronic means

for receiving payment or funds using HKICL FPS or (if and to the 6.01 The Bank will process and submit the customer's instructions and requests to HKICL FPS in accordance with the applicable terms, rules, guidelines and procedures imposed by or agreed with HKICL, its nterparties and any settlement bank from time to time. HKICI

FPS has the right to process and execute the customer's instructions

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, omments, 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

- 6. 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
- 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 Mone Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense ncurred or suffered is direct and reasonably foreseeable, and arising
- 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

10. The customer is responsible for taking reasonably practicable steps to safeguard the customer's own interests, money and

Appendix 2: The revised clauses in "Account Rules" PART IV REMITTANCE SERVICES

- These terms and conditions shall apply to all remittance services including mainland/overseas transfer and local transfer of foreign currency not supported by Faster Payment System.
- The Bank shall not be liable for any loss or damage due to omission or delay in sending any message relating to this transfer or in paymen or in giving advice of payment; loss of items or any message or signal transit or transmission or otherwise, mutilation, error, omis terruption or delay in transmission or delivery of any item, messag signals, letter, telegram or cable, or the actions of omission of or correspondents, sub-agent, other agency or any other party involve in The Clearing House Automated Transfer System (if applicable), clared or undeclared war; censor-ship; blockade; insurrection nmotion; or any law, decree, regulation, control, restriction her act of a domestic or of foreign government or other group groups exercising governmental powers, whether de jure or de fact or breakdown or mal-function in or of any computer, mechanical (lectronic instruments, apparatus or device, or any act or even
- The Customer shall be solely responsible for the accuracy and completeness of all information (including any beneficiary account information) provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the Customer.
- The Bank is at liberty to send any message in relation to this application in explicit language, code, cipher or any form of electronic transmission signals and the Bank is not to be liable for any losses caused by or any errors, neglects, or defaults of any correspondents sub-agent, or other agency.
- The Customer shall have no right to cancel, amend or revoke th application or any terms thereof without the written consent of the The Bank is entitled to reimbursement from the Customer for the
- xpenses incurred by the Bank, its correspondents and agents. Additional overseas charges (including charges levied by the beneficiary bank and/or correspondent banks) may be imposed by some overseas banks. These charges may be deducted from the remit amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remit amount in full rdless of the payment instructions provided.
- The Bank is entitled to receive and retain any benefit in whatever form from a party or parties through whom transaction(s) is/are effected in connection with this application.
- (a) Without prejudicing any of the rights of the Bank under this Part or these Terms and Conditions, the Customer (and, where applicable, for and on behalf of each of the directors, authorized persons, officers, representatives and members (or partners in the case of a partnership) of the Customer (collectively "the relevant individuals")) agrees and acknowledges that the Customer's data, the personal data of the relevant individuals and all other details and information relating to this application this transfer and any transactions or dealings between the Customer or the relevant individuals with the Bank may be used, held or processed by the Bank or, where the Bank considers necessary or appropriate, disclosed, transferred (whether within or outside Hong Kong) or exchanged by the Bank to or with any members of the HSBC group, any third party service providers, any correspondent or agent banks or third party financial institutions, any payees or authorities for the purpose of or in connection with this application, this

transfer or the provision of remittance services to the Customer; or for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to Customers and other individuals from time to time. (b) Without prejudice to Clause 8(a) above, in processing a

- remittance or payment instruction, the Bank may be required by Applicable Regulations concerning anti-money laundering and anti-terrorist financing activities to disclose personal data or other information about the Customer or the relevant individuals (as defined in Clause 8(a) above). This may include the originating account number, the name, address or date of birth of the Customer or the relevant individuals, personal or corporate identity document number and other unique references. The Customer expressly authorises (i) the Bank to make the required disclosure to any correspondent or beneficiary bank, the payee or any authority as the Bank may consider appropriate, and (ii) each correspondent or beneficiary bank to make the required disclosure to any other correspondent or beneficiary bank, the payee or any authority as that correspondent or beneficiary bank considers
- appropriate. The Customer shall ensure that the relevant individuals have consented to the Bank processing their information as set out in this Clause 8.
- (d) In this Clause 8, "Applicable Regulation" means any law regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any authority or industry or self-regulatory body whether in or outside the Hong Kong Special Administrative Region, to which the Bank or the Customer or the relevant individuals are subject or with which the Bank or the Custo or the relevant individuals are expected to comply from time to
- The Bank reserves the right to determine effecting the transfer by means that the bank deemed suitable.
- For remittances of euro to European Union (EU) and European Economic Area (FEA), the Banks may request the Customer to provide the beneficiary bank's SWIFT code (BIC) AND the beneficiary's account number in International Bank Account Number (IBAN) format. If this information is not given or is invalid or incorrect, the telegraphic transfer is liable to be rejected, returned and/or delayed usually with charges imposed. The Bank accepts no responsibility fo any loss or damage suffered by any person arising out of such rejection, return and/or delay.
- (a) the remittance fully complies with any law, regulation or order
- (b) notwithstanding any other clauses stated in these terms and
- conditions for remittance services or otherwise. (i) the Bank

reserves the right to introduce additional terms and conditions applicable to remittance services in order to comply with any Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons; and (ii) the Bank shall have the right to refuse or at any time decline any remittance or revert any remittance of any sum that has been effected from the account stated in this application from which the remit amount is

debited without prior notice (except as may be otherwise

required in the Applicable Regulations) and without giving any

- (c) it shall provide the Bank with any documents as the Bank may
- (d) Renminbi is subject to exchange rate risk. Fluctuation in the exchange rate of Renminbi may result in losses in the event that Renminbi is subsequently converted into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. Renminbi is currently not freely convertible and conversion of Renminbi through banks in Hong Kong, like other Renminbi services provided by banks in Hong Kong, are subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to
- Applications received by the Bank by the relevant cutoff times as stipulated by the Bank from time to time (the "Cut-off Times") may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks. The remit amount will normally (provided that it is processed by the Bank on the same day) reach the correspondent bank on the debit date as provided in this application (the "Value Date") if this application is received by the Bank before the Cut-off Times. If this application is received by the Bank after the Cut-off Times, the Value Date of the remit amount will normally be the next business day. The Cut-off Times will vary depending on a number of factors including the currency for the remitted sum to be denominated as requested by the Customer, the geographical location of the destination of the remittance and/or the funding arrangement requirements of the settlement banks. The Bank reserves the right to vary the Cut-off Fimes at any time without prior notice. In case of any disputes, the decision of the Bank shall be final. The Cut-off Times of different
- The Bank will debit the remit amount from the account designated by the Customer and agreed by the Bank ("Debit Account") on the debit date provided in this application, provided that all relevant information for this application has been received by the Bank before the Cut-off Times of the relevant business date. If all relevant information for this application has only been received by the Bank after the Cut-off Times of the relevant business date, the Bank will debit the remit amount from the Debit Account on the next business day of the Bank. Due to any limitation that the debit account has to be debited before the value date, the Bank will not be responsible for any interest expense or loss as a result. 4. If the debit currency is different from the remit currency, the Bank

remit currencies can be found at the Bank's website.

shall effect a currency exchange transaction at the Bank's prevailing exchange rate at or about the time the remittance application is processed by the Bank on the debit date, unless a currency exchange rate has been pre-arranged and agreed between the Customer and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate. If thereafter the remittance is rejected or returned, the Bank reserves the right to

convert the remit amount back to the debit currency at the Bank' then prevailing exchange rate or effected or the exchange rat effected on the debit date and deposit the resulting sum into the Debit Account without notice. . Without prejudice to any provisions in these terms and conditions for

- remittance services, the Bank reserves the right not to accept or otherwise reject any remittance application with or without giving any reason. The Bank further reserves the right to delay or not to proces any remittance application with or without notice for any reason, including but not limited to:
 - (a) if the Bank is of the opinion that: (i) the relevant information is not complete or has not been

completed, fulfilled or satisfied).

found at the Bank's website

- accurately or properly provided or is not sufficiently clear; (ii) there are not sufficient available funds in the Debit Account: or
- (iii) the processing of the remittance application may breach any applicable laws or regulations; or (b) for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank

which the Bank deems appropriate to adopt cannot be

he Bank shall not be liable for any loss or damage incurred or fered by any person caused by any non-acceptance, rejectio delay or non-processing of any remittance application for any reason This application is subject to the charges and at the rates published b the Bank from time to time. For the latest service charges of the

Bank, please refer to the Bank's fee and charges table, which can be

PART IX BANK SERVICES RELATING TO FASTER PAYMENT SYSTEM The Bank may provide the FPS Bank Services to customers to

System (which is provided and operated by HKICL) and applicable clearing and settlement systems. The FPS Bank Services are therefore subject to the terms, rules, guidelines and procedures imposed by or agreed with HKICL, its counterparties and any settlement bank in relation to the Faster Payment System and applicable plantage and extrapolate transfer the part of licable clearing and settlement systems from time to time. 1d. In this Part, the following terms have the following meanings:

"Addressing Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefine Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to the Bank in connection with the use of the FPS Bank Services. "Default Account" means the account maintained by the customer with the Bank or any other Participant and set as the default account

"customer" means each Customer to whom the Bank provides FPS

for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, quidelines and procedure of HKICL) for debiting payment or funds using HKICL FPS. "eDDA" means a direct debit authorisation set up by electronic means usina HKICL FPS.

"FPS Bank Services" means the services (including the QR Code Services) provided by the Bank to customers from time to time to

facilitate local or cross-border payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL, its counterparties or any settlement bank in connection with the Faster Payment System and applicable clearing and settlement systems from time to time.

"FPS Identifier" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant. "HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns. "HKICL FPS" or "Faster Payment System" means the Faster Payment

System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii exchanging and processing instructions relating to the eDDA Service and the Addressing Service.

"Hong Kong" means the Hong Kong Special Administrative Region of $\,$ the People's Republic of China. "Participant" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICI

as a participant of HKICL FPS from time to time. "Proxy ID" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including without limitation the mobil phone number or email address of the customer, or the FPS Identifier. "OR Code Services" means the OR code and the associated payment and funds transfer services provided by the Bank to customers from time to time.

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the customer is subject or is expected to comply with from time to time.

2a. The Bank may provide the FPS Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System and applicable clearing and settlemen systems from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Bank Services and the conditions and procedures for using the FPS Bank Services. In order to use the FPS Bank Services, the customer has to accept and follow these conditions and procedures.

(iii) For any payment or fund transfer processed by HKICL FPS that involve cross-border payment or oversea counterparties, the customer has to comply with such request made by the Bank from time to time arising from applicable payment process, clearing and settlemen 6a. The Bank will process and submit the customer's instructions and

requests to HKICL FPS in accordance with the applicable terms rules, guidelines and procedures imposed by or agreed with HKICL, its counterparties and any settlement bank from time to time. HKICL "eDDA Service" means a service provided by HKICL as part of HKICL FPS has the right to process and execute the customer's instructions FPS to facilitate customers of Participants to set up direct debit and requests in such sequence or manner as HKICL consider appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update

notifications involving any of the customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the customer accordingly by such means and at such time as the Bank

PART X TERMS AND CONDITIONS FOR ALERTS AND MONEY

This Part applies to the Alerts and the Money Transfers as defined in Clause 2 below. This Part supplements any other applicable agreements or terms and conditions governing any Money Transfer. If there is any inconsistency between this Part and the other provisions in these Rules, the provisions in this Part will prevail insofar as the Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which this Part comes in effect, the customer confirms that the customer has accepted and will be bound by the provisions of this Part.

In this Part:

using HKICL FPS.

considers appropriate.

Alerts and Money Transfers

"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.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China. "Money Transfer" means a transfer of money by the customer through

the Bank via any channel or means or in any currency determined 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. Reason for sending Alerts

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

Anti-fraud Databases.

- (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

information available from any Anti-fraud Database is complete, true accurate and up-to-date, and that the Money Transfers for which the sustomer does not receive Alerts are not fraudulent nor that Money ransfers 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.

Therefore, the Bank does not and cannot warrant whether the

or a transaction if no information about it is available from the

FPS to facilitate customers of Participants to set up direct debit "FPS Bank Services" means the services (including the QR Code Services) provided by the Bank to customers from time to time to facilitate local or cross-border payments and funds transfers using

"eDDA Service" means a service provided by HKICL as part of HKICL

HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL, its counterparties or an settlement bank in connection with the Faster Payment System and applicable clearing and settlement systems from time to time.

"HKICL FPS" or "Faster Payment System" means the Faster Payment

System and related facilities and services provided, managed and

licensed stored value facility, or any other person accepted by HKICL

"Regulatory Requirement" means any law, regulation or court order, or

any rule, direction, quideline, code, notice or restriction (whether or

not having the force of law) issued by any regulatory authority

governmental agency (including tax authority), clearing or settlemen

bank or exchange, or industry or self-regulatory body, whether in o

outside Hong Kong, to which HKICL, the Bank or any other Participant

and procedures for using the FPS Bank Services. In order to use the

FPS Bank Services, the customer has to accept and follow these

"FPS Identifier" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant. "HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns.

operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to the eDDA Service and the Addressing Service.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China. "Participant" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator,

as a participant of HKICL FPS from time to time.

"Proxy ID" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including without limitation the mobile phone number or email address of the customer, or the FPS Identifier "QR Code Services" means the QR code and the associated paymen and funds transfer services provided by the Bank to customers from

or the respective affiliates or group companies, or the customer is subject or is expected to comply with from time to time. 2.01 The Bank may provide the FPS Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System and applicable clearing and settlemen systems from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Bank Services and the conditions

5.08 (iii) For any payment or fund transfer processed by HKICL FPS that involve cross-border payment or overseas counterparties, the customer has to comply with sucl request made by the Bank from time to time arising from applicable payment process, clearing and settlemen

conditions and procedures.

5. The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to

to the customer by electronic or other means. reasonable control.

directly and solely from the Bank's gross negligence or wilful default or that of its officers, employees or agents.

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).

The customer's responsibilities

assets from fraud or other illegal activities. The customer is responsible to check and ensure that the payee, the payer account, the transaction and the transaction details are rea and trustworthy in each case. The customer should consider carefully whether to proceed with or cancel a Money Transfe affected by an Alert. The customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding or the customer and the customer shall be solely responsible fo

Member HSBC Group

有關綜合戶口章則及戶口章則修訂通知

我們特此通知你關於綜合戶口章則及戶口章則的修改內容。請細 閱以下內容,以助你了解所修訂內容以及其對你的意義

我們為什麼要修改這些條款?

我們希望新修訂的條款能夠讓你更加容易地理解有關綜合戶口提 供的自動撥數服務,同時我們亦修訂綜合戶口章則及戶口章則內 有關匯款服務、有關快速支付系統的銀行服務及新增警示與轉賬 交易的條款以提供更清晰的指引。

修改了哪些內容?

綜合戶口章則的修訂

項目	條款之修訂摘要	相關條款 及附錄
	第Ⅱ部份「戶口及相關服務章則」內第4章節:自動撥數 服務項下條款,包括:	
1	・ 第4.01項條款-修訂「固定數額」的定義。	條款4.01 至4.06
	 新條款第4.02項-新增此條款説明我們有權為提供 「自動撥數服務」而不時全權指定「固定數額」,以及 我們或會(但非必須)在執行任何轉賬前通知你。 	
	• 現有條款第4.02項至第4.05項分別被重新編號為第 4.03至第4.06項。	
	 第4.03項條款(已重新編號)-新增修訂我們有權利 隨時暫停或終止「自動撥數服務」而毋須給予你任何 通知。 	
	 第4.06項條款(已重新編號)-新增修訂我們不須為你負上因我們未能提供「自動撥數服務」而引起或有關的後果負責。 	
2	修訂附錄A內「指定數額」的定義。	附錄A:「指 定數額」
	第XII部份「匯款服務章則」的條款,包括:	
	• 第1項條款-新增適用於該章則內匯款服務的範疇。	
	• 現有條款第1項至第15項分別被重新編號為2項至第 16項。	
	 第9項條款(已重新編號)-修訂我們將以認為合適方 處理匯款申請。 	
3	• 第10項條款(已重新編號)-修訂選取歐盟國家及歐	條款1至16

系統有權按其認為適當的次序或方法處理及執行客戶的指示 及要求。本行無法控制結算公司快速支付系統的運作或其執 行客戶的指示或要求的時間。當本行從結算公司快速支付系 統或透過結算公司快速支付系統不時收到涉及客戶任何的識 別代號(或相關紀錄)或電子直接付款授權設置或其他有關快 速支付系統事項的狀況更新通知,本行會以其認為適當的方 式及時間通知客戶。

洲經濟特區為目的地之歐元匯款申請所需提供的資

第14項條款(已重新編號)-新增修訂當匯款的指示

被拒絕或退回,我們將保留權利按照當時之通行於

換率或成交時之匯率把匯款兑回支賬貨幣,並將所

第XVI部份「警示與轉賬交易」

警示與轉賬交易

. 本部份條款適用於以下第2條定義的警示與轉賬交易。此部份 補充任何其他規管轉賬交易的適用協議或條款及細則。若此 部份跟本章則其他部份的條款及細則出現不一致,則就警示 與轉賬交易而言,均以此部份的條款為準。 客戶在此部份生 效日期當日或之後作出任何轉賬交易,即客戶確認客戶已接 受此部份並會受此等條款約束。

「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。

「香港」指中華人民共和國香港特別行政區。

「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。

發出警示的原因

3. 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。

本行的角色、責任及責任限制

4. 本行:

(a) 無法控制防詐資料庫的管理、運作或其他方面;

- (b) 單靠防詐資料庫不時提供的資料來編製警示;及
- (c) 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。

怎樣參閱經修訂的條款全文? 項目條款之修訂摘要

及附錄

新增條款

相關條款

第1.01項條款-修訂本行向客戶提供快速支付銀行

服務及相關結算系統。

統提交客戶的指示及要求。

第Ⅳ部份「匯款服務」的條款,包括:

新增第XVI部份「警示與轉賬交易」的條款。

責任的條款。

戶口章則的修訂:

項目條款之修訂摘要

| 第XIV部份「有關快速支付系統的銀行服務」的條款,包 |

第5.08項條款(iii) - 新增其他有關付款及資金轉賬的

第6.01項條款-修訂本行會按結算公司、其交易對手

及任何結算銀行不時施加或與其同意的適用條款

規則、指引及程序,處理及向結算公司快速支付系

第1項條款-新增適用於該章則內匯款服務的範疇。

現有條款第1項至第15項分別被重新編號為2項至第

第9項條款(已重新編號)-修訂我們將以認為合適方

洲經濟特區為目的地之歐元匯款申請所需提供的資

第14項條款(已重新編號)-新增修訂當匯款的指示

被拒絕或退回,我們將保留權利按照當時之通行

換率或成交時之匯率把匯款兑回支賬貨幣,並將所

第1a.項條款-修訂本行向客戶提供快速支付銀行服

第1d.項條款-修訂「快速支付銀行服務」的定義。

第5h.項條款(iii)-新增其他有關付款及資金轉賬的

第6a.項條款-修訂本行會按結算公司、其交易對手

及任何結算銀行不時施加或與其同意的適用條款、

規則、指引及程序,處理及向結算公司快速支付系

務讓客戶使用快速支付及相關結算系統進行付款及

第2a.項條款-修訂本行向客戶提供快速支付銀行服 條款1a,1d

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

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

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

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日完全由於本行或本行人員、僱員

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

9. 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

10. 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。

8. 在任何情況下,就任何收益損失或任何特別、間接、附帶、相

6. 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

7. 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

5. 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

| 第IX部份「有關快速支付系統的銀行服務」的條款,包含

得款項存入支賬戶口而無須作出通知。

資金轉賬的範疇。

務及相關結算系統。

統提交客戶的指示及要求。

或其他方式向客戶傳送警示。

或代理的嚴重疏忽或故意失責引致。

失、損害或開支。

人士負責。

客戶的責任

制的權利或責任。

新增第X部份「警示與轉賬交易」的條款。

責任的條款。

第10項條款(已重新編號)-修訂選取歐盟國家及歐 條款1至16

服務讓客戶使用快速支付及相關結算系統進行付款 (「生效日期」)。 及資金轉賬的範疇。 還有什麼重要資訊? 第1.04項條款-修訂「快速支付銀行服務」的定義。 第2.01項條款-修訂本行向客戶提供快速支付銀行 1.04, 2.01

新修訂會在何時生效?

請注意,如你於生效日期當日或之後繼續持有綜合戶口,經修訂的 綜合戶口章則對你即具約束力。如你於生效日期當日或之後繼續 持有任何非綜合戶口,經修訂的戶口章則對你即具約束力。請同時 注意,如你不接受載於本通知的修訂,我們可能無法繼續為你提供 綜合戶口章則及/或戶口章則項下的服務。如你不接受載於本通知 的修訂,請於上列生效日期之前,根據綜合戶口章則及戶口章則的 有關條文終止此戶口。由生效日期起,你與我們之間訂立的任何其 他條款及細則、合約或文件中對綜合戶口章則及戶口章則的任何 提述,應被視為分別對經修訂的綜合戶口章則及戶口章則的提述。

在哪裡可以找到新的及現時的綜合戶口章則及戶口章則?

經修訂的綜合戶口章則及戶口章則條款全文分別載於附錄1及附錄2。

新修訂的綜合戶口章則及戶口章則條款將於2024年5月19日起生效

你可於生效日期起於我們網頁(恒生網頁>「個人理財」>「銀行服務」 >「其他銀行服務」>「有用資料」>「條款及細則-綜合戶口章則」)或 (恒生網頁 > 「個人理財」 > 「銀行服務」 > 「其他銀行服務」 > 「有用資料」 >「條款及細則-非綜合戶口章則」)下載經修訂的綜合戶口章則及 戶口章則,你亦可於我們分行索取已修訂的版本。而現時的綜合戶 口章則及戶口章則可於2024年6月28日或之前可透過前述網頁路徑 下載或於我們分行索取。你亦可於2024年6月28日或之前於我們網 頁(恒生網頁 >「個人理財」>「重要通告」>「綜合戶口章則及戶口章 則的修訂通知」)下載此客戶通知。有關日子後你未必能夠查閲或 下載現時的綜合戶口章則、戶口章則及此客戶通知。

如你對這些變動有任何疑問,或有意終止任何戶口、產品或服務 請透過恒生個人Mobile App或恒生個人e-Banking的「在線通訊」功能 與我們聯絡或親臨香港任何一間分行查詢。

恒生銀行有限公司

本通知中英文版本如有歧義,概以英文版為准。

附錄2:經修訂的「戶口章則」

第Ⅳ部份「匯款服務」

- . 本服務章則適用於所有滙款服務,包括內地/海外轉賬及不適 用於快速支付系統之本地外幣轉賬。
- 2. 「本行」對於因下列情形而引致之任何損失或損害概不負責, 包括:遺漏或延誤寄發是次滙款之訊息、付款或通知付款 在寄發或傳送途中遺漏文件、任何訊息或訊號,又或訊息 訊號、書函、電報或其他文件在寄發或傳送途中所發生之錯 誤、殘缺、遺漏、中斷或延誤;參與Clearing House Automated Transfer System(如適用)之同業機構、分銷代理人、其他代理 人或其他人士之疏忽行為;戰爭、檢查、封鎖、叛變或騷亂 本地或外地政府或其行政機構所施行之一切法律、規令、修 例、管制或任何電腦、機械或電子儀器之損毀或故障及其他 [本行]難以控制之事故。
- 客戶須對其所提供的全部資料(包括收款人帳戶資料)之準確 性及完整性負全責,本行無責任檢查或覆核該等資料,本行 並不對因客戶提供的資料的任何錯誤、遺漏或不完整而引起 之任何損失或索償負任何責任。
- . 「本行」有權用顯白言語、暗碼、密碼或任何形式之電子傳送 訊號發出與此筆滙款申請有關之任何信息;對於任何代理行 分代理或其他代理人造成的任何損失或任何錯誤、疏忽或過 失所引致之任何損失,「本行」概不負責。 5. 如無「本行」之書面同意,「客戶」不得取消或修改是項申請或
- 其內之條款。
- 6. 「本行」有權要求客戶償還由「本行」、同業機構及代理所牽涉 之一切費用。部份海外銀行可能會徵收額外海外交易手續費 (包括收款銀行及代理銀行的收費);不論「客戶」的手續費付 款指示為何,有關代理行可能會按代理行的慣例從滙款金額 中扣除手續費。因此,收款人有機會收不到滙出滙款的全數
- 7. 「本行」可以收取及保留任何人士因此筆滙款申請而給予「本 行」之任何利益。
- . (一)在不影響本行于本部分或本章則的任何權利下,客戶(及 倘於適用時,代表客戶之每名董事、獲授權人、職員、代 表及成員(或如屬合夥組織,則指合夥人)(統稱「有關個 別人士」)同意及確認,本行可將客戶之資料、有關個別 人士之個人資料及所有其他有關此匯款申請、此撥賬及 客戶或有關個別人士與本行的任何交易或往來有關之其 他細節及資料就以下用途予以使用、持有或處理,或在 本行認為有須要或合適之情況下向或與滙豐集團的任何 成員、任何第三者服務供應商、任何往來或代理銀行或 任何第三者金融機構、任何收款人或監管機構披露、轉 移(不論在香港以內或以外)或交換:

(i) 為此匯款申請、此撥賬或為向客戶提供匯款服務或 與之有關的目的;或

附錄1:經修訂的「綜合戶口章則」

4.01「本行」將於每個「營業日」的「截數時間」決定「負結餘」

如「負結餘」並不超過「本行」指定之最高限額(「固定數

(一) 「儲蓄存款戶口」內的可用已清算資金於下一個「營

業日」的「轉賬時間」達到或超過「指定數額」,則「本

行」將(於下一個「營業日」的「轉賬時間」)由「儲蓄存

款戶口」轉賬「指定數額」至「往來存款戶口」;或

業日」的「轉賬時間」達到或超過「負結餘」,但並不

達到或超過「指定數額」,則「本行」將(於下一個「營

業日」的「轉賬時間」)由「儲蓄存款戶口」轉賬與「負

(二)「儲蓄存款戶口」內的可用已清算資金於下一個「營

結餘」相等的數額至「往來存款戶口」。

4.02「本行」有權為提供「自動撥數服務」而不時全權指定固定

數額。「本行」或會(但非必須)在執行任何轉賬前通知「客

4.03 為避免疑問,若任何一個於本部份第4.01項條文列出的

4.04 儘管自動轉賬已根據本部份第4.01項條文進行,「負結餘」

4.05「客戶」知悉及同意,考慮到「本行」根據「自動撥數服務」

而不時進行的任何自動撥款,「客戶」須負責不時監控及

維持充足的可用已清算資金於「儲蓄存款戶口」,以使所

有向「本行」或第三者負有有關「儲蓄存款戶口」的「指

示」、責任及債務(包括任何自動轉賬或直接支賬的授權)

向「本行」或第三者負有有關「儲蓄存款戶口」的「指示」

責任及債務負責,或對因「自動撥數服務」之提供或未能

提供「自動撥數服務」而引起或有關的後果負責,包括因

「儲蓄存款戶口」資金缺乏或不足以達成及/或履行任何

有關「儲蓄存款戶口」的「指示」、責任或債務而對「客戶

或第三者招致的任何損失或損害。

4.06 [本行]概不須為「客戶」或第三者核對或配合任何「客戶」

服務」而毋須給予任何通知。

日起計算,直至全數清還日止。

得以達成及/或履行。

情況未有出現,「本行」將不會根據本部份第4.01項條文

進行轉賬。「本行」保留權利隨時暫停或終止「自動撥數

產生的利息將會以適用於「透支保障」及/或任何未經授

權透支(視情況而定)的利息由「往來存款戶口」被透支當

第Ⅱ部份「戶口及相關服務章則」

4. 自動撥數服務

- (二)在不違反上述第8(一)條的情況下,本行在辦理匯款或付 款指示時,本行可能需要按照適用法規要求,就打擊洗 黑錢和恐怖分子籌資活動披露有關客戶或有關個別人士 (定義請見上述第8(一)條)的個人或其他資料。這可能包 括扣款賬戶號碼,客戶或有關個別人士之姓名、地址 出生日期或個人或公司身份證明號碼及其他獨有的資 料。客戶明確授權:(i)本行向本行認為有需要的任何 相關代理銀行、受款銀行、收款人或任何監管機構作出 披露;及(ii)各代理銀行或受款銀行向其認為有需要的 任何其他代理銀行、受款銀 行、收款人或任何監管機構 作出其認為適當的披露。
- (三)客戶須確保有關個別人士已同意本行按照本條處理其資
- (四) 在本條中,「適用法規」指本行或客戶受制於或應不時遵 自律監管機構所發 出的任何規則、指令、指引、守則 通知或限制(不論是否具法律效力)。
- 9. 「本行」保留權利選擇以「本行」認為合適方以同業撥賬方式(如 與銀行)或以電滙方式處理滙款申請。
- 10. 所有選取歐盟國家及歐洲經濟特區為目的地之歐元滙款申 承擔任何責任。
- 承諾及/或同意:
- (一) 該筆滙款須完全合符不時適用於世界任何地方(包括但

(ii) 根據本行不時給予客戶或其他個別人士的結單、通 函、通知、章則及條款內所載之使 用及披露個人資 料政策中所述的目的,並可提供予當中述及的人

- 守的任何香港或外地的法律、法規或法庭命令,或由任 何香港特別行政區以內或以外的權力機關、業界機構或
- 收款銀行為香港特別行政區本地同業即時結算系統之直接參
- 請,「本行」或要求除需要提供SWIFT代碼(BIC)外,並亦需提 供符合正確IBAN格式的「收款人戶口號碼」。若「客戶」沒有提 供有關資料,或資料無效或不正確,則該筆滙款有可能被拒 收、退回及/或延遲,並通常附帶額外費用。「本行」毋須就任 何人因該等被拒收、退回及/或延遲引致的任何損失或損害
- 11. 如滙款貨幣為人民幣或滙款屬「本行」與清算行或境內代理銀 行有關人民幣服務之任何協議之範圍內,客戶申述、保證、
 - 不限於香港特別行政區及中國內地)之監管機關、政府 機構、清算或結算行或交易機構或專業機構所發佈之任 何法律、規定、法令、規則、指示、指引、守則、通知、 限制,或類似規定(不論是否具有法律效力)(統稱「適用 規定」),(包括但不限於有關滙款之目的及合資格的任

(二)儘管在本滙款服務章則或其他地方中另有所述,i)「本 行」保留權利隨時為符合適用規定而增補適用於滙款服 務之額外條款及章則而不作另行通知(適用規定另有要 求除外)及給予任何理由及ii)「本行」有權拒絕或隨時不 受理列於本滙款申請指令上指定用作扣除滙款金額戶口 之滙款或還原已作之滙款交易而不作另行通知(適用規 定另有要求除外)及給予任何理由:

「指定數額」指「本行」絕對有權就提供「自動撥數服務」於不時規定

(一) 全數清還「負結餘」的數額,包括任何應計利息或費用;及

(二)由「本行」為提供「自動撥數服務」而不時全權指定之額外數額

1. 本服務章則適用於所有滙款服務,包括內地/海外轉賬及不適

「本行」對於因下列情形而引致之任何損失或損害概不負責。

包括:遺漏或延誤寄發是次滙款之訊息、付款或通知付款;

在寄發或傳送途中遺漏文件、任何訊息或訊號,又或訊息、

訊號、書函、電報或其他文件在寄發或傳送途中所發生之銷

誤、殘缺、遺漏、中斷或延誤;參與Clearing House Automated

Transfer System (如適用)之同業機構、分銷代理人、其他代理

人或其他人士之疏忽行為;戰爭、檢查、封鎖、叛變或騷亂;

本地或外地政府或其行政機構所施行之一切法律、規令、修

例、管制或任何電腦、機械或電子儀器之損毀或故障及其他

客戶須對其所提供的全部資料(包括收款人帳戶資料)之準確

性及完整性負全責,本行無責任檢查或覆核該等資料,本行

並不對因客戶提供的資料的任何錯誤、遺漏或不完整而引起

4. 「本行」有權用顯白言語、暗碼、密碼或任何形式之電子傳送

5. 如無「本行」之書面同意,「客戶」不得取消或修改是項申請或

訊號發出與此筆滙款申請有關之任何信息;對於任何代理行

分代理或其他代理人造成的任何損失或任何錯誤、疏忽或過

「本行」有權要求客戶償還由「本行」、同業機構及代理所牽涉

之一切費用。部份海外銀行可能會徵收額外海外交易手續費

款指示為何,有關代理行可能會按代理行的慣例從滙款金額

中扣除手續費。因此,收款人有機會收不到滙出滙款的全數

7. 「本行」可以收取及保留任何人士因此筆滙款申請而給予「本

8. (一)在不影響本行于本部分或本章則的任何權利下,客戶(及

倘於適用時,代表客戶之每名董事、獲授權人、職員、代

表及成員(或如屬合夥組織,則指合夥人)(統稱「有關個

別人士」)同意及確認,本行可將客戶之資料、有關個別

人士之個人資料及所有其他有關此匯款申請、此撥 賬及

客戶或有關個別人士與本行的任何交易或往來有關之其

他細節及資料就以下用途予以使用、持有或處理,或在

(包括收款銀行及代理銀行的收費);不論「客戶」的手續費付

用於快速支付系統之本地外幣轉賬。

「本行」難以控制之事故。

之任何損失或索償負任何責任

其內之條款。

金額。

失所引致之任何損失,「本行」概不負責。

第XⅡ部份「滙款服務章則」

- (三) 「客戶」需向「本行」提供「本行」要求之任何文件;及 (四)「客戶」明白人民幣乃受制於滙率風險。「客戶」於兑換/
- 民幣至其他貨幣(包括港幣)時將可能 受滙率波動而引致損失。有關當局所實施的外滙管制亦可能 對適用滙率造成不利的影響。人民幣現時並非自由兑換之貨 幣,而透過香港銀行進行的人民幣兑換,如其他由香港銀行 提供的人民幣服務一樣,均須受制於若干政策、監管要求及 /或限制(有關政策、監管要求或限制將不時更改而毋須另行
- 12. 於「本行」不時指定之相應截數時間(「截數時間」)前收到的滙 款申請,有可能不能在當日處理。同時,「本行」只會在有關服 務能夠提供的情況下,包括(但不限於)有關國家/目的地銀 行及有關貨幣的結算系統能提供服務,方能處理有關申請。 倘本滙款申請指令於截數時間前送達「本行」,滙款金額通常 (如「本行」對有關申請進行即日處理)於本滙款申請指令上之 支賬日期(「滙款生效日」)到達代理銀行。如本滙款申請指令 於截數時間後送達「本行」,滙款生效日通常將為下一「本行」 工作日(「工作日」)。有關截數時間會因應不同因素而定,例 如「客戶」要求之滙款金額所屬之滙款貨幣、滙款目的地所在 地區及/或結算銀行所要求的資金安排。「本行」保留隨時修 訂截數時間的權利,而毋須另行通知,如有任何爭議,「本行」 之決定均屬最終決定。各滙款貨幣之截數時間已詳載於「本 行」網頁供參考。

需就引致的任何利息支出或損失承擔責任。

14. 除「客戶」與「本行」就此滙款申請已預先安排及同意某一貨幣

幣,並將所得款項存入支賬戶口而無須作出通知。

兑換率,否則,如支賬貨幣與滙款貨幣不相同,「本行」將於支

賬日期處理滙款申請指令之時,按成交時之通行兑換率進行

貨幣兑換。如匯款的指示其後被拒絕或退回,「本行」保留權

利按照當時之通行兑換率或成交時之匯率把滙款兑回支賬貨

- 13. 倘滙款申請於有關工作日之截數時間前送達「本行」,「本行」 將根據申請指令上之支賬日期,從「客戶」指定及「本行」同意 設置該賬戶為預設賬戶,以使用結算公司快速支付系統收取 之支賬戶口支取所需之滙款金額。惟如本滙款申請指令於有 關工作日之截數時間後送達「本行」,「本行」將於支賬日期之 並在指明或許可的範圍內)支取付款或資金。 下一「本行」工作日,於支賬戶口支取滙款金額。倘因任何限 制以致支賬戶口需於滙款生效日前支取滙款金額,「本行」毋
 - 式設置的直接付款授權。

「電子直接付款授權服務」指由結算公司提供作為結算公司快

「快速支付銀行服務」指本行向客戶不時提供的服務(包括二

(三) 「客戶」需向「本行」提供「本行」要求之任何文件;及

- 括扣款賬戶號碼,客戶或有關個別人士之姓名、地址、 出生日期或個人或公司身份證明號碼及其他獨有的資 料。客戶明確授權:(i)本行向本行認為有需要的任何 相關代理銀行、受款銀行、收款人或任何監管機構作出 披露;及(ii)各代理銀行或受款銀行向其認為有需要的 任何其他代理銀行、受款銀行、收款人或任何監管機構
- (三)客戶須確保有關個別人士已同意本行按照本條處理其資

本行認為有須要或合適之情況下向或與滙豐集團的任何

成員、任何第三者服務供應商、任何往來或代理銀行或

任何第三者金融機構、任何收款人或監管機構披露、轉

(i) 為此匯款申請、此撥賬或為向客戶提供匯款服務或

(ii) 根據本行不時給予客戶或其他個別人士的結單、通

(二)在不違反上述第8(一)條的情況下,本行在辦理匯款或付

款指示時,本行可能需要按照適用法規要求,就打擊洗

黑錢和恐怖分子籌資活動披露有關客戶或有關個別人士

(定義請見上述第8(一)條)的個人或其他資料。這可能包

函、通知、章則及條款內所載之使 用及披露個人資

料政策中所述的目的,並可提供予當中述及的人

移(不論在香港以內或以外)或交換:

與之有關的目的;或

作出其認為適當的披露。

- (四) 在本條中,「適用法規」指本行或客戶受制於或應不時遵 守的任何香港或外地的法律、法規或法庭命令,或由任 何香港特別行政區以內或以外的權力機關、業界機構或 自律監管機構所發 出的任何規則、指令、指引、守則 通知或限制(不論是否具法律效力)。
- 9. 「本行」保留權利選擇以「本行」認為合適方以同業撥賬方式(如 收款銀行為香港特別行政區本地同業即時結算系統之直接參 與銀行)或以電滙方式處理滙款申請
- 10. 所有選取歐盟國家及歐洲經濟特區為目的地之歐元滙款申 請,「本行」或要求除需要提供SWIFT代碼(BIC)外,並亦需提 供符合正確IBAN格式的「收款人戶口號碼」。若「客戶」沒有提 供有關資料,或資料無效或不正確,則該筆滙款有可能被拒 收、退回及/或延遲,並通常附帶額外費用。「本行」毋須就任 何人因該等被拒收、退回及/或延遲引致的任何損失或損害 承擔任何責任。
- 如滙款貨幣為人民幣或滙款屬「本行」與清算行或境內代理銀 行有關人民幣服務之任何協議之範圍 內,客戶申述、保證
- (一) 該筆滙款須完全合符不時適用於世界任何地方(包括但 不限於香港特別行政區及中國內地)之監管機關、政府
- 15. 在不影響本匯款服務章則的任何規定下,「本行」保留權利不 不時提供的賬戶綁定服務、電子直接付款授權服務及任何其 接受或拒絕處理任何匯款申請而給予或不給予任何理由。「本 他服務及設施,進行本地或[跨境]付款及資金轉賬。 行」保留權利在任何情況下延遲或不處理任何匯款申請而給 「快速支付系統識別碼」指由結算公司快速支付系統產生的並

 - (i) 有關資料不完整或未能正確及清楚地提供: (ii) 支賬戶口結餘不足;或

(iii)處理有關匯款申請而可能引致觸犯任何適用的法

- 律或規令;或 [本行]不負責任何人士因「本行」基於任何理由而不接受、拒 絕、延遲或不處理任何匯款申請而引致或蒙受之任何損失或
- 16. 本滙款申請之費用按「本行」不時公佈的費率徵收。有關「本行」 最趨時之服務收費,請參閱「本行」網頁之收費簡介表。

第IX部份「有關快速支付系統的銀行服務」

予或不給予通知,(包括但不限於)

(一)如「本行」意見認為:

- 1a. 本行向客戶提供快速支付銀行服務讓客戶使用快速支付系統 (由結算公司提供和運作)及有關結算系統進行付款及資金轉 賬。因此,快速支付銀行服務受結算公司、其交易對手及任 何結算銀行不時就快速支付系統及有關結算系統施加或與其 同意的條款、規則、指引及程序規限 1d. 在本部份,下列的詞語具下列定義:
- 「賬戶綁定服務」指由結算公司提供作為結算公司快速支付系 統一部份的服務,讓參與者的客戶使用預設的識別代號(而非 賬戶號碼)識別一項付款或資金轉賬指示的接收地,或其他有 關結算公司快速支付系統的通訊的接收地。 「客戶」指本行提供快速支付銀行服務的每位客戶,及如文義
- 允許,包括任何獲客戶授權向本行發出有關使用快速支付銀 行服務的指示或要求的人士。 「預設賬戶」指客戶於本行或任何其他參與者維持的賬戶,並
- 付款或資金,或(如結算公司的規則、指引及程序指明或許可 [電子直接付款授權]指使用結算公司快速支付系統以電子方
- 速支付系統一部份的服務,讓參與者的客戶設置直接付款授
- 維碼服務),讓客戶使用結算公司快速支付系統及結算公司、 其交易對手或任何結算銀行就快速支付系統與有關結算系統

- 機構、清算或結算行或交易機構或專業機構所發佈之任 何法律、規定、法令、規則、指示、指引、守則、通知 限制,或類似規定(不論是否具有法律效力)(統稱「適用 規定」),(包括但不限於有關滙款之目的及合資格的任
- (二)儘管在本滙款服務章則或其他地方中另有所述,i)[本 行」保留權利隨時為符合適用規定而增補適用於滙款服 務之額外條款及章則而不作另行通知(適用規定另有要 求除外)及給予任何理由及ii)「本行」有權拒絕或隨時不 受理列於本滙款申請指令上指定用作扣除滙款金額戶口 之滙款或還原已作之滙款交易而不作另行通知(適用規

定另有要求除外)及給予任何理由;

- (四) 「客戶」明白人民幣乃受制於滙率風險。「客戶」於兑換人 民幣至其他貨幣(包括港幣)時將可能受滙率波動而引致 損失。有關當局所實施的外滙管制亦可能對適用滙率造 成不利的影響。人民幣現時並非自由兑換之貨幣,而透 過香港銀行進行的人民幣兑換,如其他由香港銀行提供 的人民幣服務一樣,均須受制於若干政策、監管要求及 /或限制(有關政策、監管要求或限制將不時更改而毋 須另行通知)。 12. 於「本行」不時指定之相應截數時間(「截數時間」)前收到的滙
- 款申請,有可能不能在當日處理。同時,「本行」只會在有關服 務能夠提供的情況下,包括(但不限於)有關國家/目的地銀 行及有關貨幣的結算系統能提供服務,方能處理有關申請。 倘本滙款申請指令於截數時間前送達「本行」,滙款金額通常 (如「本行」對有關申請進行即日處理)於本滙款申請指令上之 支賬日期(「滙款生效日」)到達代理銀行。如本滙款申請指令 於截數時間後送達「本行」,滙款生效日通常將為下一「本行」 工作日(「工作日」)。有關截數時間會因應不同因素而定,例 如「客戶」要求之滙款金額所屬之滙款貨幣、滙款目的地所在 地區及/或結算銀行所要求的資金安排。「本行」保留隨時修 訂截數時間的權利,而毋須另行通知,如有任何爭議,「本行」 之決定均屬最終決定。各滙款貨幣之截數時間已詳載於「本 行」網頁供參考。 13. 倘滙款申請於有關工作日之截數時間前送達「本行」,「本行」
- 將根據申請指令上之支賬日期,從「客戶」指定及「本行」同意 之支賬戶口支取所需之滙款金額。惟如本滙款申請指令於有 關工作日之截數時間後送達「本行」,「本行」將於支賬日期之 下一「本行」工作日,於支賬戶口支取滙款金額。倘因任何限 制以致支賬戶口需於滙款生效日前支取滙款金額,「本行」毋 需就引致的任何利息支出或損失承擔責任。 14. 除「客戶」與「本行」就此滙款申請已預先安排及同意某一貨幣
- 兑換率,否則,如支賬貨幣與滙款貨幣不相同,「本行」將於支 賬日期處理滙款申請指令之時,按成交時之通行兑換率進行
- 統或透過結算公司快速支付系統不時收到涉及客戶任何的識 別代號(或相關紀錄)或電子直接付款授權設置或其他有關快 速支付系統事項的狀況更新通知,本行會以其認為適當的方

1. 本部份條款適用於以下第2條定義的警示與轉賬交易。此部份

補充任何其他規管轉賬交易的適用協議或條款及細則。若此

部份跟本章則其他部份的條款及細則出現不一致,則就警示

與轉賬交易而言,均以此部份的條款為準。客戶在此部份生

效日期當日或之後作出任何轉賬交易,即客戶確認客戶已接

「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

「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

「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

3. 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

資金及資產免受欺詐或其他非法活動損害的責任。

(a) 無法控制防詐資料庫的管理、運作或其他方面;

(b) 單靠防詐資料庫不時提供的資料來編製警示;及

(c) 不會就防詐資料庫並無提供資料的收款人、收款人戶口

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

騙及欺騙。客戶不應把警示當作替代客戶保障自身的利益

騙資料庫(包括但不限於防騙視伏器),不論其是否可供一般

- 與參與者的客戶賬戶關聯的獨有隨機號碼。 「結算公司」指香港銀行同業結算有限公司及其繼承人及受讓
- 「結算公司快速支付系統」或「快速支付系統」指由結算公司不 時提供、管理及運作的快速支付系統及其相關設施及服務, 用作(i)處理直接付款及存款、資金轉賬及其他付款交易;及(ii) 就電子直接付款授權服務及賬戶綁定服務交換及處理指示。
- 「香港」指中華人民共和國香港特別行政區。
- 「參與者」指結算公司快速支付系統的參與者,該參與者可為 銀行或其他金融機構、零售支付系統營運者、儲值支付工具 持牌人或任何其他結算公司不時接納為結算公司快速支付系 統參與者的人士。

「識別代號」指結算公司接納用作賬戶綁定服務登記的識別資

- 料,以識別參與者的客戶賬戶,包括但不限於客戶的流動電 話號碼或電郵地址,或快速支付系統識別碼。 「二維碼服務」指由本行不時向客戶提供的二維碼及相關聯的
- 付款及資金轉賬服務。 「監管規定」指結算公司、本行、任何其他參與者、彼等各自的
- 聯繫公司或集團公司或客戶不時受規限或被期望遵守的任何 法律、規例或法庭判令,或由任何監管機構、政府機關(包括 税務機關)、結算或交收銀行、交易所、業界或自律監管團體 (不論於香港境內或境外)發出的任何規則、指示、指引、守 則、通知或限制(不論是否具有法律效力)。
- 統及結算公司就快速支付系統及有關結算系統不時提供的賬 戶綁定服務、電子直接付款授權服務及任何其他服務及設施 進行付款及資金轉賬。本行有權不時制定或更改快速支付銀 行服務的範圍及使用快速支付銀行服務的條款及程序。客戶 須接受及遵守此等條款及程序方可使用快速支付銀行服務。

2a. 本行向客戶提供快速支付銀行服務,讓客戶使用快速支付系

- 5h. (iii) 就結算公司快速支付系統處理的任何涉及[跨境支付或海 外交易對手]的付款或資金轉賬而言,客戶必須遵守本行 不時就適用的付款流程、[清算及交收/結算]安排提出的 <u>要求。</u>
- 6a. 本行會按結算公司、其交易對手及任何結算銀行不時施加或 與其同意的適用條款、規則、指引及程序,處理及向結算公 司快速支付系統提交客戶的指示及要求。結算公司快速支付 系統有權按其認為適當的次序或方法處理及執行客戶的指示 及要求。本行無法控制結算公司快速支付系統的運作或其執 行客戶的指示或要求的時間。當本行從結算公司快速支付系

貨幣兑換。如匯款的指示其後被拒絕或退回,「本行」保留權 利按照當時之通行兑換率或成交時之匯率把滙款兑回支賬貨 幣,並將所得款項存入支賬戶口而無須作出通知。 15. 在不影響本匯款服務章則的任何規定下,「本行」保留權利不

(i) 有關資料不完整或未能正確及清楚地提供;

(iii) 處理有關匯款申請而可能引致觸犯任何適用的法

[本行]不負責任何人士因[本行]基於任何理由而不接受、拒

絕、延遲或不處理任何匯款申請而引致或蒙受之任何損失或

L6. 本滙款申請之費用按「本行」不時公佈的費率徵收。有關「本行」

最趨時之服務收費,請參閱「本行」網頁之收費簡介表。

1.01. 本行向客戶提供快速支付銀行服務讓客戶使用快速支付系統

(由結算公司提供和運作)及有關結算系統進行付款及資金轉

<u>賬。因此,快速支付銀行服務受結算公司、其交易對手及任</u>

何結算銀行不時就快速支付系統及有關結算系統施加或與其

「賬戶綁定服務」指由結算公司提供作為結算公司快速支付系

統一部份的服務,讓參與者的客戶使用預設的識別代號(而非

賬戶號碼)識別一項付款或資金轉賬指示的接收地,或其他有

[客戶]指本行提供快速支付銀行服務的每位客戶,及如文義

允許,包括任何獲客戶授權向本行發出有關使用快速支付銀

「預設賬戶」指客戶於本行或任何其他參與者維持的賬戶,並

設置該賬戶為預設賬戶,以使用結算公司快速支付系統收取

付款或資金,或(如結算公司的規則、指引及程序指明或許可

「電子直接付款授權」指使用結算公司快速支付系統以電子方

「電子直接付款授權服務」指由結算公司提供作為結算公司快

速支付系統一部份的服務,讓參與者的客戶設置直接付款授

予或不給予通知,(包括但不限於)

(ii) 支賬戶口結餘不足;或

律或規令;或

第XIV部份「有關快速支付系統的銀行服務」

同意的條款、規則、指引及程序規限。

關結算公司快速支付系統的通訊的接收地。

並在指明或許可的範圍內)支取付款或資金。

1.04. 在本部份,下列的詞語具下列定義:

行服務的指示或要求的人士。

式設置的直接付款授權。

式及時間通知客戶。

第X部份「警示與轉賬交易」

2. 在本部份中:

受此部份並會受此等條款約束。

涉及欺詐或詐騙的警告訊息。

公眾人士或指定實體或組織使用。

本行發出進行轉賬交易的指示。

本行的角色、責任及責任限制

或交易編製警示。

4. 本行:

[香港]指中華人民共和國香港特別行政區。

(一)如「本行」意見認為:

- 其交易對手或任何結算銀行就快速支付系統與有關結算系統 不時提供的賬戶綁定服務、電子直接付款授權服務及任何其 他服務及設施,進行本地或[跨境]付款及資金轉賬。 接受或拒絕處理任何匯款申請而給予或不給予任何理由。「本 行」保留權利在任何情況下延遲或不處理任何匯款申請而給 「快速支付系統識別碼」指由結算公司快速支付系統產生的並
 - 與參與者的客戶賬戶關聯的獨有隨機號碼。
 - 「結算公司」指香港銀行同業結算有限公司及其繼承人及受讓

「快速支付銀行服務」指本行向客戶不時提供的服務(包括二

維碼服務),讓客戶使用結算公司快速支付系統及結算公司

- 「結算公司快速支付系統」或「快速支付系統」指由結算公司不 時提供、管理及運作的快速支付系統及其相關設施及服務。 用作(i)處理直接付款及存款、資金轉賬及其他付款交易;及(ii) 就電子直接付款授權服務及賬戶綁定服務交換及處理指示。
- 「香港」指中華人民共和國香港特別行政區。
- 「參與者」指結算公司快速支付系統的參與者,該參與者可為 銀行或其他金融機構、零售支付系統營運者、儲值支付工具 持牌人或任何其他結算公司不時接納為結算公司快速支付系 統參與者的人士。
- 料,以識別參與者的客戶賬戶,包括但不限於客戶的流動電 話號碼或電郵地址,或快速支付系統識別碼。 「二維碼服務」指由本行不時向客戶提供的二維碼及相關聯的

「識別代號」指結算公司接納用作賬戶綁定服務登記的識別資

- 付款及資金轉賬服務。 「監管規定」指結算公司、本行、任何其他參與者、彼等各自的
- 聯繫公司或集團公司或客戶不時受規限或被期望遵守的任何 法律、規例或法庭判令,或由任何監管機構、政府機關(包括 税務機關)、結算或交收銀行、交易所、業界或自律監管團體 (不論於香港境內或境外)發出的任何規則、指示、指引、守 則、通知或限制(不論是否具有法律效力)。
- 2.01. 本行向客戶提供快速支付銀行服務,讓客戶使用快速支付系 統及結算公司就快速支付系統及有關結算系統不時提供的賬 戶綁定服務、電子直接付款授權服務及任何其他服務及設施 進行付款及資金轉賬。本行有權不時制定或更改快速支付銀 行服務的範圍及使用快速支付銀行服務的條款及程序。客戶 須接受及遵守此等條款及程序方可使用快速支付銀行服務。
- 5.08.(iii) 就結算公司快速支付系統處理的任何涉及[跨境支付或 海外交易對手]的付款或資金轉賬而言,客戶必須遵守本 行不時就適用的付款流程、[清算及交收/結算]安排提出
- 6.01. 本行會按結算公司、其交易對手及任何結算銀行不時施加或 與其同意的適用條款、規則、指引及程序,處理及向結算公 司快速支付系統提交客戶的指示及要求。結算公司快速支付
- 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
- 5. 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。
- 6. 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。
- 7. 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 或代理的嚴重疏忽或故意失責引致。
- 8. 在任何情况下,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。
- 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。

客戶的責任

10. 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。

滙豐集團成員