



**Notice of Amendment to Integrated Account Terms and Conditions and Account Rules**

Hang Seng Bank Limited ("the Bank") would like to notify you the below amendments to the Integrated Account Terms and Conditions and Account Rules that will take effect from 26 November 2023 ("Effective Date"). The summary of the amendments is provided below:

**A. Changes to the Integrated Account Terms and Conditions**

- 1) Revise clauses under "PART XIV BANK SERVICES RELATING TO FASTER PAYMENT SYSTEM":
  - (i) Clauses 1.01 & 1.03 of "Clause 1 Bank Services relating to Faster Payment System" shall be replaced by new clauses 1.01 & 1.03;
  - (ii) The definition of "FPS Bank Services" under Clause 1.04 shall be replaced by a new definition of "FPS Bank Services";
  - (iii) Clause 2.04 of "Clause 2 Scope of FPS Bank Services and conditions for Use" shall be replaced by new clause 2.04;
  - (iv) a new Clause 5.08(a) shall be added to "Clause 5 The Customer's responsibility", and the original clause 5.08 shall be renumbered to 5.08(b);
  - (v) Clauses 6.01, 6.02(b)(ii) & 6.03(a)(iii) of "Clause 6 The Bank's responsibility and restriction of Liability" shall be replaced by new clauses 6.01, 6.02(b)(ii) & 6.03(a)(iii); and
  - (vi) Clause 8.02(a) of "Clause 8 QR Code Services" shall be replaced by new clause 8.02(a).

The revised clauses are set out in Appendix 1.

**B. Changes to the Account Rules**

- 1) Revise clauses under "IX. BANK SERVICES RELATING TO FASTER PAYMENT SYSTEM":
  - (i) Clause 1(a) & 1(c) of "Clause 1 Bank Services relating to Faster Payment System" shall be replaced by new clauses 1(a) & 1(c);
  - (ii) The definition of "FPS Bank Services" under Clause 1(d) shall be replaced by a new definition of "FPS Bank Services";
  - (iii) Clause 2(d) "Clause 2 Scope of FPS Bank Services and conditions for Use" shall be replaced by new clause 2(d);
  - (iv) a new Clause 5(h)(i) shall be added to "Clause 5 The Customer's responsibility", and the original clause 5(h) shall be renumbered to 5(h)(ii);

- (v) Clauses 6(a), 6(b)(ii)(II) & 6(c)(i)(III) "Clause 6 The Bank's responsibility and restriction of Liability" shall be replaced by new clauses 6(a), 6(b)(ii)(II) & 6(c)(i)(III); and
- (vi) Clause 8(b)(i) "Clause 8 QR Code Services" shall be replaced by new clause of 8(b)(i).

The revised clauses are set out in Appendix 2.

Please note that the revised Integrated Account Terms and Conditions shall be binding on you if you continue to maintain any Integrated Account or any other account, and the revised Account Rules shall be binding on you if you continue to maintain any other account with us 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 Date.

From the Effective Date, any references to the Integrated Account Terms and Condition 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.

From 16 October 2023, you may obtain a copy of the revised Integrated Account Terms and Conditions and the revised Account Rules as follows:

- from the Bank's website:

For Integrated Account, please visit Hang Seng Bank Website > Personal > Banking > Banking Overview> More Banking Services > Useful Information > Terms and Conditions for Integrated Account. For Non Integrated Account, please visit Hang Seng Bank Website > Personal > Banking > Banking Overview> More Banking Services > Useful Information > Terms and Conditions for Non-Integrated Account.

- visit any branches of the Bank.

Copy of the existing Integrated Account Terms and Conditions and Account Rules are available from the above website or any branches of the Bank until 26 November 2023. Also, you may download this customer notice from the Bank's website (Hang Seng Bank Website > "Personal" > "Important notice" > "Notice of Amendment to Integrated Account Terms and Conditions and Account Rules") on or before 26 December 2023. 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).

If you have any questions or should you wish to terminate any account, product and/or service, please contact your usual representative at Hang Seng Bank Limited or our customer service hotline at 2822 0228.

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

Hang Seng Bank Limited  
Oct 2023

**Appendix 1: The revised clauses under "PART XIV Bank Services relating to Faster Payment System" in "Integrated Account Terms and Conditions"**

**1. Bank Services relating to Faster Payment System**

1.01 The Bank may provide the FPS Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL, its counterparties and any settlement bank in relation to the Faster Payment System and applicable overseas clearing and settlement system from time to time.

**1.03 The Bank may provide the FPS Bank Services at its own discretion to customers who initiate any payment or fund transfer instructions. For the avoidance of doubt, the Bank reserves the right to determine effecting any payment or fund transfer instructions by Clearing House Automated Transfer System (CHATS) or by telegraphic transfer or by HKICL FPS or by any combination of these. By confirming the instruction, the customer will be regarded as having accepted and will be bound by the provisions of this Part and/or other applicable terms and conditions.**

1.04 In this Part, the following terms have the following meanings:

"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 other overseas clearing and settlement system from time to time.

**2. Scope of FPS Bank Services and conditions for use**

2.04. All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL, its counterparties or any settlement bank from time to time. Should the payment or fund transfer processed by HKICL FPS involves cross-border payment or overseas counterparties, the payment process, clearing and settlement arrangements are also subject to the rules, laws and regulations of the relevant jurisdiction.

**5. The customer's responsibility**

**5.08. Other obligations regarding payments and funds transfers**

- (a) **In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds,**

**scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.**

- (b) **Any instruction given by the customer in relation to the FPS Bank Services will be handled by the Bank in accordance with this Part and the applicable provisions in these Terms and Conditions. The customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.**

**6. The Bank's responsibility and restriction of liability**

6.01. The Bank will process and submit the customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL, its counterparties and any settlement bank from time to time. HKICL FPS has the right to process and execute the customer's instructions and requests in such sequence or manner as HKICL considers 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 considers appropriate.

6.02. Without reducing the effect of Clause 6.01 above or the provisions of these Terms and Conditions :

- (a) 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 use of the FPS Bank Services or the processing or execution of instructions or requests given by the customer in relation to the FPS Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (b) for clarity, 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 one or more of the following:
  - (i) the customer's failure to comply with its/his/her obligations relating to the FPS Bank Services; and
  - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, HKICL, its counterparties and any settlement bank or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages

and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and

- (c) 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).

6.03 Without prejudice to any provisions of this Part or these Terms and Conditions , the Bank reserves the right not to accept or otherwise reject any instruction given by the customer in relation to the FPS Bank Services with or without giving any reason. The Bank further reserves the right to delay or not to process any instruction given by the customer in relation to the FPS Bank Services 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; or
  - (ii) there are not sufficient available funds in the relevant account for settling the relevant payment or funds transfer instructions from time to time; or
  - (iii) the processing of the relevant payment or funds transfer instructions may breach any applicable laws or regulations of any relevant jurisdiction; 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).

The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any instruction given by the customer in relation to the FPS Bank Services for any reason.

**8. QR Code Services**

- 8.02. Using the QR Code Services and the customer's responsibility
  - (a) The QR Code Services allow the customer to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL and any applicable legal or regulatory requirements of the relevant jurisdiction in order to be accepted. **The customer is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.**

**Appendix 2: The revised clauses under "IX. Bank Services relating to Faster Payment System" in "Account Rules"**

**1. Bank Services relating to Faster Payment System**

1a. The Bank may provide the FPS Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL, its counterparties and any settlement bank in relation to the Faster Payment System and applicable overseas clearing and settlement system from time to time.

**1c. The Bank may provide the FPS Bank Services at its own discretion to customers who initiate any payment or fund transfer instructions. For the avoidance of doubt, the Bank reserves the right to determine effecting any payment or fund transfer instructions by Clearing House Automated Transfer System (CHATS) or by telegraphic transfer or by HKICL FPS or by any combination of these. By confirming the instruction, the customer will be regarded as having accepted and will be bound by the provisions of this Part and/or other applicable terms and conditions.**

1d. In this Part, the following terms have the following meanings:

"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 overseas clearing and settlement system from time to time.

**2. Scope of FPS Bank Services and conditions for use**

2d. All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL, its counterparties or any settlement bank from time to time. Should the payment or fund transfer processed by HKICL FPS involves cross-border payment or overseas counterparties, the payment process, clearing and settlement arrangements are also subject to the rules, laws and regulations of the relevant jurisdiction.

**5. The customer's responsibility**

**5h. Other obligations regarding payments and funds transfers**

- (i) **In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based**

**on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.**

- (ii) **Any instruction given by the customer in relation to the FPS Bank Services will be handled by the Bank in accordance with this Part and the applicable provisions in these Terms and Conditions . The customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.**

**6. The Bank's responsibility and restriction of liability**

6a. The Bank will process and submit the customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL, its counterparties and any settlement bank from time to time. HKICL FPS has the right to process and execute the customer's instructions and requests in such sequence or manner as HKICL considers 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 considers appropriate.

6b. Without reducing the effect of Clause 6.01 above or the provisions of these Terms and Conditions :

- (i) 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 use of the FPS Bank Services or the processing or execution of instructions or requests given by the customer in relation to the FPS Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (ii) for clarity, 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 one or more of the following:
  - (I) the customer's failure to comply with its/his/her obligations relating to the FPS Bank Services; and
  - (II) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, HKICL, 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 delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or

deceptions received by us from the Faster Payment System or Hong Kong Police Force; and

- (iii) 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).

6c. Without prejudice to any provisions of this Part or these Terms and Conditions, the Bank reserves the right not to accept or otherwise reject any instruction given by the customer in relation to the FPS Bank Services with or without giving any reason. The Bank further reserves the right to delay or not to process any instruction given by the customer in relation to the FPS Bank Services with or without notice for any reason, including but not limited to:

- (i) 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; or
  - (II) there are not sufficient available funds in the relevant account for settling the relevant payment or funds transfer instructions from time to time; or
  - (III) the processing of the relevant payment or funds transfer instructions may breach any applicable laws or regulations of any relevant jurisdiction; or
- (ii) 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).

The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any instruction given by the customer in relation to the FPS Bank Services for any reason.

**8. QR Code Services**

- 8b. Using the QR Code Services and the customer's responsibility
  - (i) The QR Code Services allow the customer to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL and any applicable legal or regulatory requirements of the relevant jurisdiction in order to be accepted. **The customer is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.**



## 綜合戶口章則及戶口章則的修訂通知

恒生銀行有限公司(「本行」)謹此通知閣下，綜合戶口章則及戶口章則將於2023年11月26日(「生效日期」)起作出以下修訂。修訂的摘要如下：

### 甲. 綜合戶口章則的修訂

1 修改於「第XIV部分有關快速支付系統的銀行服務」有關的條款：

(i) 現有條款1.01及1.03將被新條款1.01及1.03取代；

(ii) 現有條款1.04詞語定義「快速支付銀行服務」將被新條款1.04詞語定義「快速支付銀行服務」取代

(iii) 現有條款2.04將被新條款2.04取代；

(iv) 新增條款5.08(i)及更新原本條款編號5.08(i)為5.08(ii)並作出修正；

(v) 現有條款6.01、6.02(b)(ii)及6.03(a)(iii)將被新條款6.01、6.02(b)(ii)及6.03(a)(iii)取代；及

(vi) 現有條款8.02將被新條款8.02取代。

經修訂的條款載於附錄1。

### 乙. 戶口章則的修訂

1 修改於「IX有關快速支付系統的銀行服務」有關的條款：

(i) 現有條款1(a)及1(c)將被新條款1(a)及1(c)取代；

(ii) 現有條款1(d)詞語定義「快速支付銀行服務」將被新條款1(d)詞語定義「快速支付銀行服務」取代

(iii) 現有條款2(d)將被新條款2(d)取代；

(iv) 新增條款5(h)(i)及更新原本條款編號5(h)(i)為5(h)(ii)並作出修正；

(v) 現有條款6(a)、6(b)(ii)(II)及6(c)(i)(iii)將被新條款6(a)、6(b)(ii)(II)及6(c)(i)(iii)取代；及

(iv) 現有條款8(b)(i)將被新條款8(b)(i)取代。

經修訂的條款載於附錄2。

請注意，如閣下於生效日期當日或之後繼續持有綜合戶口及任何其他戶口，經修訂的綜合戶口章則對閣下即具約束力。如閣下於生效日期當日或之後於本行繼續持有任何其他戶口，經修訂的戶口章則對閣下即具約束力。請同時注意，如閣下不接受載於本通知的修訂，本行可能無法繼續為閣下提供綜合戶口章則及／或戶口章則項下的服務。如閣下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戶口。

由生效日期起，閣下與本行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。

由2023年10月16日起，閣下可於以下途徑獲取經修訂的綜合戶口章則及戶口章則：

- 恒生銀行網頁

有關綜合戶口，請瀏覽恒生銀行網頁 > 個人理財 > 銀行服務 > 銀行服務概覽 > 其他銀行服務 > 有用資料 > 條款及細則-綜合戶口章則。

有關非綜合戶口，請瀏覽恒生銀行網頁 > 個人理財 > 銀行服務 > 銀行服務概覽 > 其他銀行服務 > 有用資料 > 條款及細則-非綜合戶口章則。

- 親臨恒生銀行分

現時的綜合戶口章則及戶口章則可於2023年11月26日或之前於上述網頁或於本行分行下載或索取。閣下亦可於2023年12月26日或以前於本行網頁(本行網頁>「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。有關日子後客戶未必能夠查閱或下載現時的綜合戶口章則及戶口章則及此客戶通知。

如閣下有任何疑問，或有意終止任何戶口、產品或服務，請聯絡本行職員或致電客戶服務熱線2822 0228。

本通知中英文版本如有歧義，概以英文版為準。

恒生銀行有限公司  
2023年10月

附錄1：經修訂的「綜合戶口章則」中「**第XIV**部分有關快速支付系統的銀行服務」的條款

#### 1. 有關快速支付系統的銀行服務

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進行付款及資金轉帳。快速支付系統由結算公司提供及運作。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及有關海外結算系統施加的規則、指引及程序規限。

**1.03.本行有權自行決定向發出任何付款或資金轉賬指示的客戶提供快速支付銀行服務。為避免疑慮，本行保留權利選擇以同業撥賬方式或以電匯方式或以結算公司快速支付系統或以上述任何組合方式處理所發出的付款或資金轉賬指示。客戶確認指示將被視為已經接受和受本部份條文及/或其他適用條款及細則約束。**

1.04. 在本部份，下列的詞語具下列定義：

「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、其交易對手或任何結算銀行就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行本地或海外付款及資金轉帳。

#### 2. 快速支付銀行服務的範圍及使用條款

2.04. 所有使用結算公司快速支付系統進行的付款或資金轉帳交易將按照銀行同業結算及交收安排(包括但不限於參與者及結算公司、其交易對手或任何結算銀行不時協議有關快速支付系統的安排)處理、結算及交收。如該付款或資金轉帳交易涉及海外付款或有關海外結算時，該付款的處理、結算及交收須同時受相關司法管轄區的結算規則、法律及法規所規限。

#### 5. 客戶的責任

##### 5.08.其他有關付款及資金轉帳的責任

**(i) 在發出付款或交易的指示時，閣下同意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收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助閣下對欺詐、詐騙和欺騙活動保持警惕，本行將根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。**

**(ii) 本行將按本部份及本章則下的適用條文處理客戶就快速支付銀行服務的任何指示。客戶須遵守其有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。**

#### 6. 本行的責任及責任限制

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的適用規則、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。

6.02. 在不減低上文第6.01條或本章則下的條文的影響下：

(a) 本行無須負責客戶或任何其他人士有關或因使用快速支付銀行服務，或有關或因處理或執行客戶就有關快速支付銀行服務或結算公司快速支付系統的指示或要求，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；

(b) 為求清晰，本行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

(i) 客戶未遵守有關快速支付銀行服務的責任；及

(ii) 結算公司快速支付系統、結算公司、其交易對手或任何結算銀行或快速支付系統的任何功能產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、故障或錯誤，包括本行從快速支付系統或香港警務處接收到有關懷疑欺詐、詐騙或欺騙的風險警告、訊息及指標的任何延誤或錯誤；及

(c) 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。

6.03. 在不損害本部份其他條文或本章則條文及細則下，無論有否向受影響的客戶解釋有關原因，本行有權利拒絕或不接受客戶就快速支付銀行服務所作出的指示。無論有否向受影響的客戶解釋有關原因，本行亦保留延遲或拒絕處理客戶就快速支付銀行服務所作出的指示，當中包括但不限於：

(a) 當本行認為：

(i) 有關資料並不完整、不準確或不清晰；

(ii) 相關戶口並沒有足夠資金去完成有關付款或轉帳指示；

(iii) 處理有關付款或轉帳指示會違反任何司法管轄區任何適用法例或規定；或

(b) 基於任何保安理由(包括但不限於當本行並未能完成、滿足或履行與防犯欺詐或風險管理相關或其他本行認為應該要採取的措施或程序)。

本行不會對任何人士因客戶就快速支付銀行服務發出指示但因該指示不被接受，拒絕，延遲或不被執行而招致的任何損失或損害負上任何責任。

#### 8. 二維碼服務

##### 8.02. 使用二維碼服務及客戶的責任

(a) 二維碼服務讓客戶掃描由本行或其他人士提供的二維碼，從而自動收集付款或資金轉帳資料，而無須人手輸入資料。由其他人士提供的二維碼，必須符合結算公司及相關司法管轄區適用法律及法規指定的規格及標準方能獲接納。在確認任何付款或資金轉帳指示之前，客戶須負責確保收集得來的資料是準確及完整。就該等付款或資金轉帳資料所含的任何錯誤，本行概不負責。

附錄2：經修訂的「戶口章則」中「**IX**有關快速支付系統的銀行服務」的條款

#### 1. 有關快速支付系統的銀行服務

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進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，快速支付銀行服務受結算公司、其交易對手或任何結算銀行不時就快速支付及有關海外結算系統施加的規則、指引及程序規限。

**1c. 本行有權自行決定向發出任何付款或資金轉賬指示的客戶提供快速支付銀行服務。為避免疑慮，本行保留權利選擇以同業撥賬方式或以電匯方式或以結算公司快速支付系統或以上述任何組合方式處理所發出的付款或資金轉賬指示。客戶確認指示將被視為已經接受和受本部份條文及/或其他適用條款及細則約束。**

1d. 在本部份，下列的詞語具下列定義：

「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、其交易對手或任何結算銀行就快速支付系統與海外結算系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行本地或海外付款及資金轉帳。

#### 2. 快速支付銀行服務的範圍及使用條款

2d. 所有使用結算公司快速支付系統進行的付款或資金轉帳交易將按照銀行同業結算及交收安排(包括但不限於參與者及結算公司、其交易對手或任何結算銀行不時協議有關快速支付系統的安排)處理、結算及交收。如該付款或資金轉帳交易涉及海外付款或有關海外結算時，該付款的處理、結算及交收須同時受相關司法管轄區的結算規則、法律及法規所規限。

#### 5. 客戶的責任

##### 5h. 其他有關付款及資金轉帳的責任

**(i) 在發出付款或交易的指示時，閣下同意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收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助閣下對欺詐、詐騙和欺騙活動保持警惕，本行將根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。**

6c. 在不損害本部份其他條文或本章則條文及細則下，無論有否向受影響的客戶解釋有關原因，本行有權利拒絕或不接受客戶就快速支付銀行服務所作出的指示。無論有否向受影響的客戶解釋有關原因，本行亦保留延遲或拒絕處理客戶就快速支付銀行服務所作出的指示，當中包括但不限於：

i. 當本行認為：

(I) 有關資料並不完整、不準確或不清晰；

(II) 相關戶口並沒有足夠資金去完成有關付款或轉帳指示；

(III) 處理有關付款或轉帳指示會違反任何司法管轄區任何適用法例或規定；或

ii. 基於任何保安理由(包括但不限於當本行並未能完成、滿足或履行與防犯欺詐或風險管理相關或其他本行認為應該要採取的措施或程序)。

本行不會對任何人士因客戶就快速支付銀行服務發出指示但因該指示不被接受，拒絕，延遲或不被執行而招致的任何損失或損害負上任何責任。

#### 8. 二維碼服務

##### 8b. 使用二維碼服務及客戶的責任

i. 二維碼服務讓客戶掃描由本行或其他人士提供的二維碼，從而自動收集付款或資金轉帳資料，而無須人手輸入資料。由其他人士提供的二維碼，必須符合結算公司及相關司法管轄區適用法律及法規指定的規格及標準方能獲接納。在確認任何付款或資金轉帳指示之前，客戶須負責確保收集得來的資料是準確及完整。就該等付款或資金轉帳資料所含的任何錯誤，本行概不負責。

ii. 為求清晰，本行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

(I) 客戶未遵守有關快速支付銀行服務的責任；及

(II) 結算公司快速支付系統、結算公司、其交易對手或任何結算銀行或快速支付系統的任何功能產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、故障或錯誤，包括本行從快速支付系統或香港警務處接收到有關懷疑欺詐、詐騙或欺騙的風險警告、訊息及指標的任何延誤或錯誤；及

iii. 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。