



Notice of Changes on General Terms and Conditions – Commercial Banking (“General T&Cs”), effective 1 July 2024

HSBC is introducing Suspicious Proxy Alerts as part of an industry wide initiative to enhance the alert mechanism available to bank customers of associated fraud risks before conducting domestic payment transactions.

The Suspicious Proxy Alerts will be available to customers for domestic bank counter payment transactions starting on and from 1 July 2024. For certain payment transactions made via other banking channels, the Suspicious Proxy Alerts will be available at a later date.

To clarify the Bank’s role, responsibilities and liabilities with respect to the Suspicious Proxy Alerts, the General T&Cs will be amended as set out in the Annex which will be effective on and from 1 July 2024 (“Effective Date”).

Please note that:

- (a) the amendments described above shall be binding on you if you continue to use or retain any relevant account(s), products or services governed by the General T&Cs in Hong Kong on or after the Effective Date. If you decline to accept the amendments, you have the right to terminate the relevant account(s) before the Effective Date in accordance with the relevant clauses under the existing General T&Cs; and
- (b) with effect from the Effective Date, any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you in any manner or published by us which relate to any accounts, products or services governed by the General T&Cs should be read with reference to the above amendments. If there are any inconsistencies between (i) such materials or information and (ii) the updated General T&Cs, the latter will prevail.

You may obtain a copy of the amended General T&Cs by visiting **HSBC’s website > Business > Form Download Centre > Account Services Forms** or any of our branches.

If you have any queries, please contact your relationship manager or your usual HSBC representative or call our customer service hotline at 2748 8288.

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

May 2024

Issued by The Hongkong and Shanghai Banking Corporation Limited

Annex

Clause	Change
Part B2 – add new Clause 5	<p data-bbox="496 352 911 384">Part B2 – insert new clause 5</p> <p data-bbox="496 407 915 438">5 Alerts and Money Transfers</p> <p data-bbox="496 462 1422 678">5.1 The provisions of this Clause 5 of Part B2 apply to the Alerts and the Money Transfers as defined in Clause 5.2 of Part B2 below. If there is any inconsistency between the provisions of this Clause 5 of Part B2 and the other terms and conditions, the provisions of this Clause 5 of Part B2 will prevail insofar as the Alerts and Money Transfers are concerned.</p> <p data-bbox="496 701 695 732">5.2 Definitions</p> <p data-bbox="532 756 1414 905">Terms used in this Clause 5 of Part B2 shall have the meanings set out below. If any term used in this Clause 5 of Part B2 is not defined below, that term shall have the meaning set out in Appendix 1.</p> <p data-bbox="532 928 1373 993">Alert means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.</p> <p data-bbox="532 1016 1406 1232">Anti-fraud Database includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.</p> <p data-bbox="532 1255 1425 1556">Money Transfer means a transfer of money by you through us via any channels or means or in any currency determined by us from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.</p> <p data-bbox="496 1579 899 1610">5.3 Reason for sending Alerts</p> <p data-bbox="496 1619 1414 1797">The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. <u>You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.</u></p> <p data-bbox="496 1820 1224 1852">5.4 Our role, responsibilities and restriction of liability</p>

(a) We:

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

Therefore, we do not and cannot warrant (i) whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and (ii) that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

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

(c) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond our reasonable control.

(d) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any error in, or delay or unavailability of, the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or any error in, or delay or unavailability of, the Alerts), except to the

	<p>extent that such loss, damage or expense is direct and reasonably foreseeable and has been caused directly and solely from our gross negligence or wilful default.</p> <p>(e) In no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).</p> <p>(f) Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.</p> <p>5.5 Your responsibility <u>You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.</u></p>
Part A - 2.4.10(v)	<p>Remove “(Applicable to personal accounts only)” from sub-clause 2.4.10(v)</p> <p>(v) (Applicable to personal accounts only) To help you stay vigilant against frauds, scams and deceptions, we may 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.</p>