

# 客戶重要通知

## Important Notice to Customers



### 更改「戶口及有關服務的條款和條件(個人戶口)」通知

本行將於 2017 年 4 月修訂「戶口及有關服務的條款和條件(個人戶口)」附件四甲部(即「電子理財服務的一般規定」)(簡稱「條款和條件」)的條文。

#### A. 條款和條件主要更新的摘要

已修訂的條款和條件旨在：

- 令條款和條件適用於本行透過流動應用程式軟件向客戶提供的電子理財服務；
- 列明與使用電子理財服務有關的某些保安措施；
- 反映本行現時實施有關向本行發出任何電子理財指示的若干常規或要求；
- 使客戶須聲明及保證，客戶使用電子理財服務時將符合一切適用法律、規則及法規、用戶手冊、政策及程序、本條款和條件及客戶與本行訂立的任何其他協議；
- 訂明客戶須賠償本行、其管理人員、僱員及本行委派的任何其他人士可能引致的一切訴訟、債務、索償、訴求、損失、損害賠償及稅務費用，除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因本行的管理人員、僱員或代理人員的疏忽或故意犯錯造成，而客戶方面並無嚴重疏忽、欺詐或錯誤；
- 使條文涵義更清晰。

新增條文及完整修訂請參閱 B 部分。

#### B. 條款和條件內新增或已修訂的條文(新加內容已劃上底線，移除內容已被劃掉)：

原有項目號碼	修訂或新增項目號碼	修訂內容
1	不變	<p><b>第 1 條新增以下定義：</b></p> <p><u>「電腦系統」指進入電子理財服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置。</u></p> <p><u>「銀行流動應用程式」指銀行不時指定的流動應用程式軟件。</u></p> <p>更改「環球迅匯服務」、「自動櫃員機服務」、「電子理財服務」、「網上銀行服務」及「私人密碼」的定義為： 「環球迅匯服務」指銀行為任何擬定進行或實際進行的環球迅</p>

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		<p>匯卡交易所提供的任何便利設施或服務。</p> <p>「自動櫃員機服務」指銀行為任何擬定進行或實際進行的自動櫃員機卡交易所提供的任何便利設施或服務。</p> <p>「電子理財服務」指銀行通過電子任何方式向其客戶提供的任何銀行服務，使客戶可透過自動櫃員機、電腦系統、電話或由其他銀行不時規定可連接銀行系統之工具裝置向銀行取得資料、發出指示及進行交易，包括但不限於自動櫃員機服務及網上銀行服務。</p> <p>「網上銀行服務」指銀行透過其網站及/或銀行流動應用程式向客戶提供的服務，客戶可使用電腦系統向銀行取得資料或數據及/或發出指示，包括但不限於透過銀行進行交易。</p> <p>「私人密碼」指銀行提供給客戶或由客戶自選之個人識別密碼/號碼，用來使用適用的電子理財服務。</p>
2(f)	不變	...例如網上銀行服務進一步受銀行於其網站不時或銀行流動應用程式發佈之“網上銀行服務條款和條件”所規限。...
3(a)(ii)	不變	設定難以猜測（例如：設定新密碼時，切勿選用如出生日期，電話號碼或客戶姓名中可認知的部份等資料）及有別於其他服務所使用的密碼；
3(a)(vi)	不變	不要不加掩飾地寫下或記錄客戶名稱、私人密碼或保安編碼；及
3(a)(vii)	不變	定時更改私人密碼，且不要將私人密碼儲存於電腦、流動電話或當眼處；
		<b>新增以下第 3(a)(viii) 條至第 3(a)(xvi) 條：</b>
N/A	3(a)(viii)	小心行事以避免客戶名稱、私人密碼或保安編碼遭窺視；
N/A	3(a)(ix)	不使用公共或共用個人電腦或流動裝置或公共 Wi-Fi 進入電子理財服務；
N/A	3(a)(x)	如銀行向客戶的流動裝置發送一次性的密碼，不要將該一次性密碼傳送至另一流動裝置；
N/A	3(a)(xi)	安裝適當的防毒、個人防火牆軟件及其他保安軟件，保護客戶用以進入電子理財服務的裝置；
N/A	3(a)(xii)	如電子理財服務是作商業用途，宜於進行高風險交易前採用雙

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		<u>重監控及授權；</u>
N/A	3(a)(xiii)	<u>採取防範社交工程技術的措施，避免遭受虛假或可疑電郵、網站或網上理財流動應用程式或偽冒銀行職員或警務人員索取客戶資料(如：客戶名稱、私人密碼或保安編碼)；</u>
N/A	3(a)(xiv)	<u>只以在瀏覽器鍵入真確的網站地址或收藏真確的網站供日後存取的方式連結至銀行網站，不要透過電郵內嵌入的超連結、互聯網搜尋器或可疑彈出視窗進入銀行網站；</u>
N/A	3(a)(xv)	<u>只連結至由銀行指定或認可的銀行網站或應用程式商店下載的銀行流動應用程式；及</u>
N/A	3(a)(xvi)	<u>即時查閱銀行向客戶發出的相關通知及賬單或通知書及最後登入電子理財服務的日期及時間的資料，並在發現不尋常交易或狀況時，在可行情況下盡快致電於銀行網站或銀行流動應用程式發佈之客戶熱線通知銀行。</u>
3(b)	不變	客戶明白及承認客戶的銀行卡、客戶名稱及/或、私人密碼及/或保安編碼有被未獲授權人士濫用或被用於未獲批准的用途的風險。如果客戶得到通知得知或懷疑銀行卡、客戶名稱及/或、私人密碼及/或保安編碼已被洩露給任何未獲授權人士或被任何未獲授權人士取得，或有人用銀行卡、客戶名稱及/或、私人密碼及/或保安編碼作出任何未獲授權的指示或交易，客戶應在合理可行情況下儘快通知銀行。若客戶未能在合理可行情況下儘快通知銀行該等事情，或在其他方面有存在欺詐或嚴重疏忽行為，一切由他人使用銀行卡、客戶名稱及/或、私人密碼及/或保安編碼進行的所有未經授權交易及所引致的直接損失，可能需由客戶負責。
3(c)	不變	在銀行如上述(b)款所述收到通知並且有合理機會就該通知採取行動前，他人使用銀行卡、客戶名稱及/或、私人密碼及/或保安編碼發出的所有指示將被銀行所依賴或執行，且不可撤回。假如所使用的銀行卡、客戶名稱及/或、私人密碼及/或保安編碼正確，銀行並無責任核證向銀行作出指示的人士的身份或授權。
3(d)	不變	客戶的銀行卡、客戶名稱或、私人密碼或保安編碼於未被客戶更改或被銀行或其他發出機構取消(以銀行已收到客戶的更改或取消通知且銀行有合理機會就通知採取行動為條件)或被銀行或其他發出機構取消之前將一直有效(以銀行已收到有關客戶的取消通知為條件)。
		<b>新增以下第 3(e) 條及第 3(f)條：</b>

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N/A	3(e)	為了協助減低有關使用電子理財服務時互聯網的相關風險，銀行可設定(及不時更改)限制及/或更改交易的限額、認可轉賬的戶口及其他電子理財服務的功能及/或設立用戶的要求。
N/A	3(f)	<p>在不損害第 3(a)條的情況下，客戶承諾秉誠行事並採取合理程度的謹慎作下列事宜：</p> <p>(i)安全保管客戶名稱、保安編碼器、保安編碼、私人密碼及電子理財服務；</p> <p>(ii)確保只會以銀行所認可的方法及程序進入電子理財服務；</p> <p>(iii)確保沒有其他人在未授權的情況下進入電子理財服務（不論以電腦系統或其他方式），包括但不限於保安編碼器、保安編碼或其他進入電子理財服務之認證；</p> <p>(iv)使用任何保安編碼器、軟件、電腦系統、用戶指引或銀行向客戶提供之任何其他設備，以便客戶可執行任何交易，及按銀行要求立即向銀行交還該等設備；</p> <p>(v)當客戶登出或離開銀行網站及/或銀行流動應用程式時，確保瀏覽器、貯藏記憶及/或應用程式貯藏記憶(視乎情況而定)會被清除；</p> <p>(vi)當客戶每一次使用銀行網站及/或銀行流動應用程式後，立即登出銀行網站及離開瀏覽器及/或登出銀行流動應用程式(視乎情況而定)；及</p> <p>(vii)遵守及作出銀行不時施行之保安措施。</p>
4	不變	在客戶結清戶口或其他情況下，銀行可暫停或終止任何電子理財服務。在客戶結清戶口時或在銀行有合理理由時，無須給予客戶事先通知或理由，銀行可酌情限制、暫停或終止電子理財服務的任何部份。...
6	不變	<p><b>更改現行第 6 條為第 6(a) 條</b></p> <p><b>新增 (b)段於第 6 條如下：</b></p> <p>透過電子理財服務提供的任何戶口或電子理財交易有關的資料僅供客戶參考。銀行有關客戶使用電子理財服務的紀錄以及與客戶戶口有關的所有買賣及交易，在並無出現相反情況下應屬定論，並對客戶構成約束力。</p>
7	不變	銀行有權以任何方式記錄銀行與客戶或任何代表客戶行事的人

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		士之間所有的電子理財指示，並按銀行認為需要的期限保存此等記錄。銀行就此提供的任何參考號碼(如有)，僅為確認及作客戶參考之用。
8(a)	不變	如客戶需要作出任何電子理財交易，客戶必須提供客戶名稱、保安編碼(如銀行要求)、私人密碼及/或其他銀行要求的資料作出適當的電子理財指示。電子理財指示必須按照銀行規定的方式發出並且銀行已實際接收，否則不應被認為已被銀行所接收。
8(b)	不變	銀行將不會就任何一項電子理財交易向客戶提出個別通知。每一項電子理財交易將於銀行發給客戶的每月賬單中列出。
8(c)	不變	任何經客戶確認的電子理財服務，即不可修改、取消或收回。未經銀行同意，任何電子理財指示一經客戶透過電子理財服務發出，即不可修改、取消或收回。銀行已真誠遵行的任何該等電子理財指示乃屬不可撤銷並對客戶具有約束力，無論任何人聲稱其為客戶發出。...
8(d)	不變	...除非銀行另作訂明，否則銀行在某一類別服務的適用截止時間及/或日期或正常營業時間之外或在非營業日收到的任何電子理財指示將被視為於下一個營業日收到。
		<b>新增以下第 8(e) 條及第 8(g)條：</b>
N/A	8(e)	客戶須為一切行動或疏忽負責，並保證遵守有關申請表及本條款及條件的規定。
N/A	8(f)	雖然銀行會合理地努力確保電子理財指示被適時執行，但數據在網上的傳遞可能有時間的差距。電子理財服務亦可能會受到干擾、硬件或軟件失靈、誤差、傳遞阻塞、因互聯網線路繁忙導致傳遞延遲或因互聯網的公開性質導致數據傳遞錯誤、市場交易量或波動、系統故障、提升或維修或其他原因所影響(並可能因而導致指示、通訊或資料的處理及/或傳遞上產生故障或延誤)。因此電子理財指示未必可以在其發出之時及時被執行甚至不能被執行，銀行並不會就轉賬金額存入到受讓方賬戶的實際時間而負任何責任。
N/A	8(g)	雖然銀行已盡力避免電子理財服務被中斷，但銀行的電子理財服務仍可能發生故障或延誤或間歇性的機件失常或運作中斷。在此情況期間，客戶應以其他方法作出指示或作出查詢，例如聯絡銀行分行或熱線。如電子理財服務系統失靈，銀行可能取消客戶作出的任何電子理財指示。銀行可能(但無責任)以任何銀行認為合適的方法(包括但不限於電郵或短訊)通知客戶電子理財指示已被取消。但在任何情況下，銀行不會就取消電

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		子理財指示、或沒有就取消電子理財指示作出通知或客戶無法收到取消電子理財指示的通知（無論是否因為客戶沒有提供有效的電郵地址及 / 或可接收短訊的流動電話號碼）而負上任何責任。客戶應自行檢查戶口的狀況及電子理財指示有否被執行。
9	不變	<b>更改標題為：</b> 「客戶的承諾、聲明及保證」
9(b)	不變	客戶承諾不干擾、修改、解讀、反向解構或以其他方式改動或擅自進入電子理財服務或、銀行網站、銀行流動應用程式的任何部分或其中之任何軟件。如果客戶違反此項承諾，銀行有權終止客戶使用電子銀行服務，不必通知客戶，並可對客戶採取法律行動。
N/A	9(d)	<b>新增 (d)段於第 9 條如下：</b> 客戶向銀行聲明及保證，客戶使用電子理財服務時將符合一切適用法律、規則及法規，以及電子理財服務適用的用戶手冊、政策及程序、本條款和條件及客戶與本銀行訂立的任何其他協議（可不時予以修訂）。
10(b)	不變	在條款和條件第 12.2 條的前提下及不影響本附表甲部第 3 條的情況下，如果因電腦罪行或系統錯誤而造成未經授權的電子理財服務交易，而且客戶方面並無嚴重疏忽、欺詐或錯誤，例如客戶未能妥善保管接駁電子理財服務的設備，則客戶將無須負責其因任何未經授權的電子理財服務所蒙受的任何直接損失。
N/A	10(c)	<b>新增 (c)段於第 10 條如下：</b> 客戶須賠償銀行、其管理人員、僱員及銀行委派的任何其他人士就有關銀行提供電子理財服務及 / 或銀行根據本條款及條件行使其權力及權利而可能引致的一切訴訟、債務、索償、訴求、損失、損害賠償及稅務費用及任何銀行因此而合理引起的合理費用及支出(包括法律費用)，除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因銀行的管理人員、僱員或代理人員的疏忽或故意犯錯造成，而客戶方面並無嚴重疏忽、欺詐或錯誤。
12	不變	...如客戶未能在合理可行情況下儘快向銀行知會該等事項，或在其他情況下有欺詐或嚴重疏忽的行為，在可能情況下，因客戶所失之保安編碼器進行的所有未經授權交易所引致的直接損失，一律可能需由客戶負責。...

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客戶可聯絡分行職員索取上述條款和條件之完整修訂本。客戶除可經分行查詢詳情，亦可致電客戶服務熱線277 95533了解。

**本行會於2017年3月中旬通知客戶上述更改條款和條件的生效日。**若客戶於生效日或之後繼續使用電子理財服務，上述更改將對客戶具有約束力。倘客戶不接受上述修訂，客戶有權於生效日前根據條款和條件中列明的有關條款終止電子理財服務，請致電客戶服務熱線通知本行以作安排。

本通知之中英文文本如有歧異，概以英文本為準。

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### Notice of Amendments to Terms and Conditions for Account and Related Services (For Individuals)

Please be informed that Part A of Schedule 4 (i.e. General Provisions Relating to Electronic Banking Services) to Terms and Conditions for Account and Related Services (For Individuals) (the “Terms and Conditions”) will be amended in April, 2017 as set out below:

#### A. Summary of the key changes to the Terms and Conditions

The Terms and Conditions are amended:

- to make the Terms and Conditions applicable to the Electronic Banking Services provided by the Bank via mobile application software as may be designated by the Bank from time to time;
- to specify certain security measures in relation to the use of Electronic Banking Services;
- to reflect certain practices or requirements currently implemented by the Bank with respect to any electronic banking instruction given to the Bank;
- to the effect that customers will represent and warrant that the use of the Electronic Banking Service will comply with all applicable laws, rules and regulations, user guides, policies and procedures, the Terms and Conditions and any other agreement;
- to clarify that customers shall indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank, unless they are caused directly by negligence or willful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of customers;
- to enhance clarity of the meaning of the provisions.

Please refer to Part B for full details of the newly added provisions and amendments.

#### B. New provisions and amendments to the Terms and Conditions (additions are underlined and deletions are crossed out):

Original Clause number	Amended or New clause number	Amendment(s)
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1	No Change	<p><b>Add new definitions to clause 1:</b></p> <p><u>“Computer System” means the computer equipment, mobile devices, other equipment or devices, and all hardware, software, application and modem connected to or contained in it which is required to access the Electronic Banking Service.</u></p> <p><u>“Mobile App” means such mobile application software as may be designated by the Bank from time to time.</u></p> <p><b>Change the definition of “Electronic Banking Service” and “Online Banking Services” to:</b></p> <p>“Electronic Banking Service” means any banking service provided by the Bank which enables its Customer to obtain information from the Bank, give instructions to the Bank and effect transactions by ATM, <del>computer</del> <u>Computer System</u>, telephone or any other device linked to the Bank’s system by any means as the Bank may from time to time prescribe, including in particular and not limited to the ATM Service and the Online Banking Services.</p> <p>“Online Banking Services” means the services rendered by the Bank via the Bank’s website <u>and/or Mobile App</u> which enable the Customer to obtain information or data from the Bank and/or give instructions to the Bank including but not limited to effecting transactions through the Bank by the use of <del>computer system</del> <u>Computer System</u>.</p>
2(f)	No Change	<p>... For instance, Online Banking Services are further subject to the “Terms and Conditions for Online Banking Services” posted <del>from time to time</del> by the Bank in its website <u>or Mobile App</u>...</p>
3(a)(ii)	No Change	<p><u>to set a Password that is difficult to guess (e.g. not to select such information as birthday, telephone number or recognizable part of the Customer’s name in selecting new password) and different from the ones for other services;</u></p>
3(a)(vi)	No Change	<p>not to write down or record the Customer ID, the Password or the Security Code without disguising it; <del>and</del></p>
3(a)(vii)	No Change	<p>to change the Password on a regular basis- <u>and not to store the</u></p>

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		Password on computers, mobile phones or place in plain sight;
		<b>Add the following new clauses 3(a)(viii) – 3(a)(xvi):</b>
N/A	3(a)(viii)	<u>to act in such manner so as to avoid shoulder surfing over the Customer ID, Password or Security Code;</u>
N/A	3(a)(ix)	<u>not to use public or shared personal computers or mobile devices or public Wi-Fi to access the Electronic Banking Service;</u>
N/A	3(a)(x)	<u>if the Bank sends a one-time password to the Customer's mobile device, not to send such one-time password from one mobile device to another mobile device;</u>
N/A	3(a)(xi)	<u>to install appropriate anti-virus, personal firewall software and other security software to protect the devices the Customer uses to access the Electronic Banking Service;</u>
N/A	3(a)(xii)	<u>in case of Electronic Banking Service for business purposes, to adopt proper dual controls and authorization before conducting high-risk transactions;</u>
N/A	3(a)(xiii)	<u>to safeguard against social engineering techniques for obtaining the Customer's information such as the Customer ID, the Password or the Security Code through fake or suspicious emails, websites or internet banking mobile applications or impersonating the Bank's staff or the police;</u>
N/A	3(a)(xiv)	<u>to only connect to the Bank's website by typing the authentic website address into the browser or by book marking the genuine website for subsequent access and not to access the Bank's website through hyperlinks embedded in emails, internet search engines or suspicious pop-up windows;</u>
N/A	3(a)(xv)	<u>to only connect to the Mobile App downloaded from the Bank's website or app stores designated or approved by the Bank; and</u>
N/A	3(a)(xvi)	<u>to promptly check the relevant notification and account statements or advice the Bank sends to the Customer and information about the date and time of the last login to Electronic Banking Service, and to notify the Bank as soon as practicable by calling the Bank's customer hotline posted by the Bank in its website or Mobile App whenever unusual transactions or observations are detected.</u>
3(b)	No Change	The Customer understands and acknowledges that there are risks of the Card, Customer ID <del>and/or</del> , the Password and/or the Security

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		Code of the Customer being abused by unauthorized persons or used for unauthorized purposes. The Customer shall notify the Bank as soon as reasonably practicable upon notice or suspicion of <u>the Card, the Customer ID and/or, the Password and/or the Security Code</u> being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Card, Customer ID <u>and/or, the Password and/or the Security Code</u> . If the Customer fails to report such incidents to the Bank as soon as reasonably practicable, or has otherwise acted fraudulently or with <u>gross</u> negligence, the Customer may be held responsible for all such transactions involving the use of the Card, Customer ID <u>and/or, the Password and/or the Security Code</u> and all direct losses as a result.
3(c)	No Change	All instructions given to the Bank by anyone using the Card, Customer ID <u>and/or, the Password and/or the Security Code</u> of the Customer prior to the Bank receiving notice as mentioned in paragraph (b) above and the Bank having a reasonable opportunity to take action in respect of such notice will be relied on or acted upon by the Bank and shall be irrevocable. The Bank shall have no duty to verify the identity or authority of the person giving an instruction to the Bank if the correct Card, Customer ID <u>and/or, Password and/or the Security Code</u> of the Customer is used.
3(d)	No Change	A Card, Customer ID, Password or Security Token shall remain effective until changed <del>by the Customer</del> or cancelled by the Bank <del>or any other issuing authority</del> <u>Customer</u> (provided that the Bank has received notice of the <u>change or cancellation from the Customer</u> ), <del>and the Bank has a reasonable opportunity to act upon the notice</del> or cancelled by the Bank or any other issuing authority.
		<b>Add the following new clauses 3(e) and 3(f):</b>
N/A	3(e)	<u>To help reduce Internet related risks relating to the use of Electronic Banking Service, the Bank may set (and may from time to time revise) limitations on and/or amend the size of transactions, approved fund transfer destinations and other features of the Electronic Banking Service and/or set user requirements.</u>
N/A	3(f)	<u>In addition and without prejudice to paragraph 3(a) above, the Customer undertakes to act in good faith and prudently and</u>

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		<p>exercise reasonable care in:</p> <p><u>(i) safeguarding the security of the Customer ID, Security Token, Security Code, Password and the Electronic Banking Service;</u></p> <p><u>(ii) ensuring that the Customer only accesses the Electronic Banking Service by means and procedures approved by the Bank;</u></p> <p><u>(iii) ensuring that no other person has unauthorized access to the Electronic Banking Service (whether by use of the Computer System or otherwise), including but not limited to the Security Token, Security Code or other authentication required to obtain such access;</u></p> <p><u>(iv) the use of any Security Token, software, Computer System, user guide or any other facilities provided by the Bank to the Customer to facilitate him in effecting any transaction(s) and in returning the same to the Bank immediately upon its request;</u></p> <p><u>(v) ensuring that the browser, cache memory and/or app cache memory (as the case may be) will be cleared as soon as the Customer signs off from or exits the Bank's website and/or Mobile App;</u></p> <p><u>(vi) ensuring that the Customer signs off from the Bank's website and exits the browser and/or Mobile App (as the case may be) immediately after each time he uses the Bank's website and/or Mobile App; and</u></p> <p><u>(vii) complying with and carrying out such security measures that the Bank may from time to time impose.</u></p>
4	No Change	<p>The Bank may <u>at its discretion restrict</u>, suspend or terminate any <u>part of</u> Electronic Banking Service upon closure of the Customer's accounts or <del>otherwise</del>, <u>at any time without notice or reason to the Customer if the Bank has reasonable ground for doing so...</u></p>
6	No Change	<p><b>Re-number the existing Clause 6 to Clause 6 (a)</b></p> <p><b>Add a new clause 6 (b):</b></p> <p><u>Information relating to any account or any Electronic Banking Transaction made available through the Electronic Banking Service are for the Customer's reference only. The Bank's records of use of the Electronic Banking Service by the Customer and all dealings and transactions relating to the Customer's accounts shall be conclusive and binding on the Customer unless and until the contrary is</u></p>

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		<u>established.</u>
7	No Change	The Bank is authorized to record by any means of all Electronic Banking Instructions between the Bank and the Customer or any person acting on the Customer's behalf, and to keep those recordings for as long as the Bank considers necessary; <u>any reference numbers, if any, provided by the Bank thereto shall be an acknowledgement and for Customer's reference only.</u>
8(a)	No Change	Any Electronic Banking Instruction must be given by the Customer to the Bank by quoting the <u>Customer ID, Security Code (if requested by the Bank), Password and other information required by the Bank to effect Electronic Banking Transactions. Electronic Banking Instructions shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and has been actually received by the Bank.</u>
8(b)	No Change	<del>The Bank will not send any separate advice to the Customer with respect to Electronic Banking Transaction.</del> A record of each Electronic Banking Transaction will be shown in the regular account statements provided by the Bank to the Customer.
8(c)	No Change	Any Electronic Banking Instruction <del>confirmed once given</del> <u>once given</u> by the Customer by using <del>an</del> <u>the</u> Electronic Banking Service may not be amended, revoked or withdrawn; <u>without the consent of the Bank. Any such Electronic Banking Instruction acted on by the Bank in good faith shall be irrevocable and binding on the Customer, whether given by any person purporting to be the Customer....</u>
8(d)	No Change	...Unless otherwise specified by the Bank, any Electronic Banking Instruction received by the Bank <u>after the cut-off time and/or date applicable to particular type of services of the Bank or outside the normal business hours of the Bank or on a non-Business Day</u> will be considered to have been received by the Bank on the next Business Day.
		<b>Add the following new clauses 8(e) – 8(g):</b>
N/A	8(e)	<u>The Customer is responsible for all his acts and omissions and shall comply with the provisions of the relevant application form and these terms and conditions.</u>
N/A	8(f)	<u>Although the Bank will use reasonable endeavours to ensure that the Electronic Banking Instruction is executed in a timely fashion,</u>

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		<p><u>there may be a time lag in transmission of data online. The Electronic Banking Service is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, the Electronic Banking Instruction may not be executed at the time when the Electronic Banking Instruction is placed or at all and the Bank shall not be responsible for the actual time when the transferred amount shall be credited into the transferee's account.</u></p>
N/A	8(g)	<p><u>Although the Bank has endeavoured to avoid interruptions to the Electronic Banking Service, the Electronic Banking Service may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer shall place its instruction or may make enquiries by alternative methods such as by contacting the Bank's branches and hotlines. In the event of system failure of the Electronic Banking Service, the Bank may cancel any Electronic Banking Instruction placed by the Customer. The Bank may (but is not obliged to) notify the Customer of such cancellation of Electronic Banking Instruction by any means that the Bank may consider appropriate (including but not limited to email message or short message via SMS) and in all the circumstances, the Bank will not assume any liability or responsibility for such cancellation of Electronic Banking Instruction or the non-notification of such cancellation of Electronic Banking Instruction, or inability on the part of the Customer to receive notification of such cancellation of Electronic Banking Instruction (whether or not due to the failure of the Customer to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever). The Customer shall conduct its own checks for the status of the account(s) and whether the Electronic Banking Instruction has been implemented.</u></p>
9	No Change	<p><b>Change the heading to:</b> "Customer's undertakings, representations and warranties"</p>
9(b)	No Change	<p>The Customer undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to</p>

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		any part of the Electronic Banking Services or the Bank's website, <u>the Mobile App</u> or any of the software comprised in them....
N/A	9(d)	<b>Add a new clause 9(d):</b> <u>The Customer represents and warrants to the Bank that his use of the Electronic Banking Service will comply with all applicable laws, rules and regulations and the user guides, policies and procedures applicable to the Electronic Banking Service and these terms and conditions and any other agreement between the Customer and the Bank, as may be amended from time to time.</u>
10(b)	No Change	Subject to Clause 12.2 of the Terms and Conditions and without prejudice to Clause 3 of Section A of this Schedule above, if there is no <u>gross</u> negligence, fraud or fault on the part of the Customer, such as failing to properly safeguard his device(s) for using the Electronic Banking Services, the Customer will not be liable for any direct loss suffered by the Customer as a result of any unauthorized Electronic Banking Transaction.
N/A	10(c)	<b>Add a new clause 10(c):</b> <u>The Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including legal fees) in connection with the Bank's provision of the Electronic Banking Service and/or the exercise of the powers and rights of the Bank under these terms and conditions, unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly by the negligence or wilful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of the Customer.</u>
12	No Change	...If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with <u>gross</u> negligence, the Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of, as the case may be, the lost Security Token by any person....

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Customers may contact our branch staff for a copy of the full version of the revised Terms and Conditions. For enquiries, please contact any of our branch staff or call Customer Service Hotline at 277 95533.

**We will notify customers of the effective date of the revised Terms and Conditions in mid-March, 2017.** The above amendments shall be binding on customers if they continue to use our Electronic Banking Services on or after the effective date. If customers decline to accept the above amendments, they have the right to terminate their Electronic Banking Services in accordance with the existing Terms and Conditions before the effective date. Should customers wish to terminate their Electronic Banking Services, please notify us through the Customer Service Hotline.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.