

# 客戶重要通知

## Important Notice to Customers



### 更改「網上銀行服務的條款及條件」通知

本行將於 2017 年 4 月修訂「網上銀行服務的條款及條件」(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網上銀行服務；
- 列明與使用網上銀行服務有關的某些保安措施；
- 訂明本行及客戶以外的任何人士均不會在合約(第三者權利)條例(香港法例第 623 章)下有權執行本條款及條件的任何條文或享有利益。現明文排除合約(第三者權利)條例(香港法例第 623 章)的適用；
- 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
N/A	不變	<b>更改條款和條件簡稱為：</b> 網上銀行服務的條款及條件(「此本條款及條件」)
N/A	不變	在閣下使用本行之網上銀行服務前，請仔細閱讀此本條款及條件。當閣下登記使用本行之網上銀行服務，即表示閣下已接納下述條款及條件，並受其約束。
1.4	不變	「電腦系統」指進入網上銀行服務所需之電腦設備、 <u>流動裝置</u> 、其他設備或裝置及所有連接或裝載其內之硬件、軟件、 <u>應用程式及數據裝置</u> 。
1.5	不變	「內容」指不論從銀行網站、 <u>銀行流動應用程式及/或網上銀行服務顯示</u> 、可聆聽到、閱讀、下載或進入到之所有信息、文件、字、文本、文件、資料、軟件、圖像、圖片、說明及其他資料。
N/A	1.12	<b>新增第 1.12 條如下，並更新其後的排序號碼：</b>

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		「銀行流動應用程式」指銀行不時指定的流動應用程式軟件。
1.13	1.14	「網上銀行服務」指銀行透過銀行網站及/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。
1.15	1.16	「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，用來使用適用的網上銀行服務。
1.19	1.20	「第三者網站」指銀行網站或銀行流動應用程式以外或連接到銀行網站或銀行流動應用程式之網頁或網站(包括但並不限於超連結、搜尋器及廣告)。
2(a)	不變	客戶須在香港於銀行持有至少一個 <u>指定戶口</u> ，銀行才向客戶提供網上銀行服務。
2(f)	不變	網上銀行服務為客戶於本條款及條件規限下提供操作其 <u>指定戶口</u> 及進行交易的額外途徑。...
2(g)	不變	銀行根據此本條款及條件的條款授予客戶使用網上銀行服務的許可權，此項許可權為個人、有限制、非專有、可撤回、不可轉讓及不可分授出。...
2(h)	不變	銀行為客戶提供的網上銀行服務僅為客戶自用及僅作於此條款和條件列出銀行不時訂明的用途，並須受此本條款和條件規限。在未經銀行允許的情況下，客戶不得代表第三方使用網上銀行服務。客戶不得直接或間接向任何第三方出售、出租或提供網上銀行服務或網上銀行服務的任何部分，惟此本條款和條件允許者除外。
3(a)	不變	客戶向銀行發出跨銀行轉賬指示，銀行將於收到有關的轉賬 <u>網上銀行指示</u> 後即時於客戶的 <u>賬戶指定戶口</u> 內扣除有關款項。如轉賬金額超過客戶指定 <u>賬戶指定戶口</u> 內的結餘，或轉賬金額超過銀行不時實施的轉賬限額，或銀行有合理理由相信執行轉賬指示會令銀行違反適用的法律、有關網上銀行指示會令銀行違反適用的法律及/或監管機構規例及/或要求，銀行有絕對酌情權不執行轉賬有關網上銀行指示並無需負上任何責任。客戶應自行檢查有關 <u>賬戶指定戶口</u> 的狀況及轉賬 <u>網上銀行指示</u> 有否被執行。
3(b)	不變	客戶應留意銀行就客戶作出轉賬指示服務而不時公佈的發出 <u>網上銀行指示</u> 截止時間。銀行將根據銀行的系統及紀錄而決定接收到有關轉賬任何 <u>網上銀行指示</u> 的時間。但截止時間及

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		銀行就執行轉賬網上銀行指示所需的時間而作出的指引純粹作參考用途，銀行將不就任何轉賬款項的延誤而承擔任何責任。
3(c)	不變	為了使用轉賬服務，客戶必須持有使用有效保安編碼器。銀行可能要求客戶持有使用有效保安編碼器，以使用進入任何其他網上銀行服務。
3(e)	不變	客戶確認轉賬至第三者賬戶附帶風險，並同意如銀行無嚴重疏忽或故意失當或欺騙，則銀行就任何延誤及 / 或款項未能轉賬及部份或全部款項未能轉賬及 / 或任何轉賬過程之錯誤對客戶及 / 或任何第三者均無法律責任。
4(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；
4(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
4(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 4(a)(viii)條至第 4(a)(xvi)條：</b>
N/A	4(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	4(a)(vix)	不使用公共或共用個人電腦或流動裝置或公共 Wi-Fi 進入網上銀行服務；
N/A	4(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	4(a)(xi)	安裝適當的防毒、個人防火牆軟件及其他保安軟件，保護客戶用以進入網上銀行服務的裝置；
N/A	4(a)(xii)	如網上銀行服務是作商業用途，宜於進行高風險交易前採用雙重監控及授權；
N/A	4(a)(xiii)	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)；
N/A	4(a)(xiv)	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；
N/A	4(a)(xv)	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

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N/A	4(a)(xvi)	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網上銀行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銀行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。
4(b)	不變	...如果客戶得到通知得知或懷疑信用卡、客戶名稱、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，或有人用信用卡、客戶名稱、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，涉及一切由他人使用信用卡、客戶名稱、私人密碼及/或保安編碼進行的交易及所引致的直接損失，可能需由客戶負責。
4(c)	不變	如銀行根據此本條款及條件的第 4(b)條所述收到通知並且有合理機會就該通知採取行動之前，任何人使用客戶信用卡、客戶名稱、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，而有關指示不可被撤銷。...
4(d)	不變	客戶的信用卡、客戶名稱、私人密碼或保安編碼器於未被客戶更改或取消(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)或未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)。
4(f)	不變	在不損害此本條款及條件的第 4(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：
4(f)(i)	不變	安全保管客戶名稱、保安編號碼器、保安編號碼、私人密碼及網上銀行服務；
4(f)(ii)	不變	確保只會以銀行所認可的方法及程序進入網上銀行服務及銀行網站；
4(f)(iii)	不變	確保沒有其他人在未授權的情況下進入網上銀行服務或指定戶口(不論以電腦系統或其他方式)，包括但不限於保安編號碼器、保安編號碼或其他進入網上銀行服務之認證；
4(f)(iv)	不變	使用任何保安編號碼器、軟件、電腦系統、用戶指引，或其他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；
4(f)(v)	不變	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)

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		會被清除；
4(f)(vi)	不變	當客戶每一次使用或進入銀行網站及/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
5(c)	不變	除此本條款及條件的第 5(a) 及 5(d)條所述之情況外，銀行將盡合理努力給予客戶任何有關網上銀行服務及/或、銀行網站及/或銀行流動應用程式的任何更改、修改、暫停、限制或終止的預先通知，但基於第 15(a)條所述之情況，客戶接受有些時候預先通知不是並不切實可行，故在該情況下，銀行不會給予客戶預先通知。
5(d)	不變	如銀行合理地認為客戶在任何時候違反此本條款及條件的任何承諾或條款或任何其他有關條款、條件及協議，銀行可於其酌情權下及不給予預先通知情況下，立即暫停或終止網上銀行服務。
7(b)	不變	透過網上銀行服務提供的任何指定戶口或任何網上銀行交易有關的資料僅供客戶參考。...
9(a)	不變	如客戶需要作出任何網上銀行指示，客戶必須(在銀行要求下)引用客戶名稱、私人密碼、保安編碼、保安編碼器及銀行就進行網上銀行交易所要求的其他資料。...
9(b)	不變	銀行將不會就任何一項網上銀行交易向客戶作出個別通知。每一項網上銀行交易將於銀行發給客戶的定期賬單中列出。
9(f)	不變	雖然銀行會合理地努力確保轉賬網上銀行指示被適時執行，但數據在網上的傳遞可能有時間的差距。網上銀行服務(包括轉帳轉賬服務)亦可能會受到干擾、硬件或軟件失靈、誤差、傳遞阻塞、因互聯網線路繁忙或者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而所影響(並可能因導致資料和指示、通訊在傳遞及/或資料的處理及/或傳遞上產生故障、延遲或差異延誤)。因此客戶的轉賬網上銀行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。
9(g)	不變	...在此情況期間，客戶應以其他方法作出轉賬指示或作出查詢，例如聯絡銀行分行或熱線。如網上銀行服務系統失靈，銀行可能取消客戶作出的轉賬任何網上銀行指示。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)通知客戶轉賬網上銀行指示已被取消。但在任何情況下，銀行不會就取消轉賬網上銀行指示、或沒有就取消轉賬

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		網上銀行指示作出通知或客戶無法收到取消轉賬指示的通知(無論是否因為客戶沒有提供有效的電郵地址及 / 或可接收短訊的手提流動電話號碼)而負上任何責任。客戶應自行檢查有關賬戶指定戶口的狀況及轉賬網上銀行指示有否被執行。
10(a)	不變	客戶承諾在使用網上銀行服務時遵守此本條款及條件，以及銀行不時規定的有關網上銀行服務的使用政策及程序。
10(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網上銀行服務或、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。...
10(d)	不變	客戶向銀行聲明及保證，客戶使用網上交易銀行服務時將符合一切適用法律、規則及法規，以及網上銀行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)。
11(a)	不變	在符合一般條款及條件及不影響此本條款及條件第 4 條的情況下，如發生未經授權的網上銀行交易，而客戶方面並無嚴重疏忽、欺詐或錯誤(如例如客戶未能妥善保管接駁網上銀行服務的設備)，則客戶將無須負責其所蒙受的任何直接損失。
11(b)	不變	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網上銀行服務及 / 或銀行根據此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、損失或、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。
13	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，所有未經授權交易(包括因使用其所失之保安編碼器(視乎情況而定)所進行的未經授權交易)而引致的直接損失，一律可能需由客戶負責。...
14(b)	不變	客戶明白及接受，任何接觸到、擁有、知道或獲准許找出查找私人密碼及可使用保安編號碼器(如有)之人士可能能夠啟用客戶的指定戶口，而銀行概不會就任何有關損失負責。
14(c)	不變	客戶明白及接受，除非銀行有嚴重疏忽或故意的過失，否則銀行不會對客戶因下列各項而引致之任何有關網上銀行服務之申索、損失或賠償而負責：
14(c)(v)	不變	因使用或不能使用網上銀行服務，或機器、網上銀行服務、

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		銀行網站、銀行流動應用程式、互聯網、電腦系統、資料處理系統或傳送網絡的任何錯誤、不足或失靈，或任何工業糾紛或任何其他在銀行、其代理人或分包商控制範圍以外之任何原因(不論是因疏忽或其他原因造成)所引致的任何利潤或機會之損失或任何其他相應或間接之損失或責任。
15(a)(ii)	不變	網上銀行服務、銀行網站及銀行流動應用程式未必能達到客戶的所有要求或期望；及
15(a)(iii)	不變	網上銀行服務、銀行網站及銀行流動應用程式的運作、操作及可靠性：
16(a)(v) (bb)	不變	客戶同意並受制於該第三者供應商之條款及細則及私隱政策(如有)，而客戶有責任明白及決定由該第三者供應商提供之條款及細則及私人私隱政策及服務及產品是否合適。
16(b)	不變	就第三者網站或由第三者供應商提供之數據或資料或服務或產品之適合性、正確性、可靠性或完整性或其他方面或其內容或性能表現，銀行概不負責，並不給予任何保證或擔保，亦不作任何擔保或陳述。...；該等數據或資料屬銀行及/或任何第三者供應商或第三者網站專有，而客戶不得向第三方轉發或披露該等數據或資料(適用法律、規則及法規規定者除外)；及客戶將僅遵照適用法律、規則及法規使用該等數據或資料。
16(c)	不變	在任何情況下，因第三者網站或第三者供應商提供之內容、產品或服務之使用、存在、暫時中斷、中斷及/或不能提供使用、或因任何有關之錯誤、遺漏、其他中斷或不穩定而引致之任何損失或賠償損害賠償(不論是直接或間接，附帶或其後導致與否)，銀行概不負責。
16(d)	不變	銀行可在銀行網站或銀行流動應用程式內提供連結到相聯公司所提供之網站。
17(a)	不變	客戶確認所有在銀行網站、銀行流動應用程式及有關軟件之內容均屬銀行及/或第三者供應商之所有，並受制於知識產權。除非特別列明或銀行或該第三者供應商(視情況而定)以書面認可外，銀行網站、銀行流動應用程式或第三者網站將不會被當作給予客戶任何權利或許可證使用任何有關或顯示在相關網站銀行網站、銀行流動應用程式或第三者網站之任何知識產權。
17(b)(iii)	不變	在沒有為未經銀行或任何第三者供應商的授權之目的，闖入、進入或使用或企圖闖入、進入或使用任何網上銀行服務、銀行網站、銀行流動應用程式、第三者網站、內容及/或任何銀行或任何第三者供應商的伺服器的任何數據區域；

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17(b)(iv)	不變	在使用銀行網站、銀行流動應用程式或任何內容時侵犯任何人士或任何一方之知識產權；
17(b)(v)	不變	在使用網上銀行服務及/或、銀行網站及/或銀行流動應用程式時，違反任何有關適用司法管轄區之任何適用法律；及/或
17(b)(vi)	不變	收集或儲存銀行網站、銀行流動應用程式或第三者網站其他用戶的個人資料。
21	不變	銀行並無採取的任何行動、延遲或遺漏均不得影響本條款及條件下其權利、權力及補救措施或影響其進一步行使或以其他方式行使任何該等權利、權力及補救措施。
N/A	22	<p><b>新增第 22 條如下，並更新其後的排序號碼：</b></p> <p><u>無第三者權利</u></p> <p>銀行及客戶以外的任何人士均不會在合約(第三者權利)條例(香港法例第 623 章)下有權執行本條款及條件的任何條文或享有利益。現明文排除合約(第三者權利)條例(香港法例第 623 章)的適用。</p>

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網上銀行服務，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網上銀行服務，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 & CONDITIONS FOR ONLINE BANKING

Please be informed that TERMS & CONDITIONS FOR ONLINE BANKING SERVICE (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 Online 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 Online Banking Services;
- to clarify that no person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions. Application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) is hereby expressly excluded;
- 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)
1.4	No Change	“Computer System” means the computer equipment, <u>mobile devices</u> , <u>other equipment or devices</u> , and all hardware, software, <u>application</u> and modem connected to or contained in it which is required to access the Online Banking Service.
1.5	No Change	“Content(s)” means all messages, files, characters, text, files, data, software, images, photographs, illustrations and other materials whatsoever that appear, can be heard, read, downloaded or accessible through the Website, <u>Mobile App</u> and/or the Online

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		Banking Services.
N/A	1.12	<b>Add the following new clause 1.12 and update subsequent numbering accordingly:</b> <u>"Mobile App" means such mobile application software as may be designated by the Bank from time to time.</u>
1.13	1.14	"Online Banking Services" means the services rendered by the Bank via the 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 the Computer System.
1.14	1.15	"Online Banking Transaction" means a transaction effected by the Bank <del>on</del> <u>in accordance with an Online Banking Instruction.</u>
1.19	1.20	"Third Party Website(s)" means web pages or websites outside or linked to the Website <u>or the Mobile App</u> (including but not limited to hyperlinks, search engines and advertisements).
2(a)	No Change	Online Banking Services are offered by the Bank to the Customer only if the Customer maintains at least one <del>account</del> <u>Designated Account</u> with the Bank in Hong Kong.
2(d)(iv)	No Change	transfer of funds from any Designated Account to any account (whether in the name of the Customer or any other person) maintained with any Hong Kong <del>Licensed Bank</del> <u>licensed bank</u> provided that such recipient account has been registered with the Bank as a permitted recipient account for such purpose in such manner and supported by such documents as the Bank may reasonably prescribe; and
2(f)	No Change	The Online Banking Services provide an additional means subject to the General Terms and Conditions for the Customer to operate its <del>accounts</del> <u>Designated Accounts</u> and conduct transactions....
2(h)	No Change	The Bank is providing the Online Banking Services to the Customer for the Customer's own use, and only for the purposes <u>prescribed by the Bank from time to time</u> , and subject to these Terms and Conditions....
3(c)	No Change	In order to use the Funds Transfer Services, the Customer must <del>maintain use</del> <u>use</u> a Security <del>Token</del> <u>Code</u> . The Bank may require the Customer to <del>maintain a</del> <u>use</u> Security <del>Token</del> <u>Code</u> in order to <del>use</del> <u>access</u> any other Online Banking Services.

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3(e)	No Change	While acknowledging that funds transfer to third party accounts involve risks, the Customer agrees that the Bank shall not be liable to the Customer and / or any third party for any delay and/or non-transfer of part or all of the Transferred Amount or any mistake made in the transfer of the Transferred Amount in the absence of <del>gross</del> negligence, wilful misconduct or fraud of the Bank.
4(a)(ii)	No Change	<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>
4(a)(vi)	No Change	not to write down or record the Username, Password or Security Code without disguising it; <del>and</del>
4(a)(vii)	No Change	<u>to change the Password on a regular basis; and not to store the Password on computers, mobile phones or place in plain sight;</u>
		<b>Add the following new clauses 4(a)(viii) – 4(a)(xvi):</b>
N/A	4(a)(viii)	<u>to act in such manner so as to avoid shoulder surfing over the Username, Password or Security Code;</u>
N/A	4(a)(vix)	<u>not to use public or shared personal computers or mobile devices or public Wi-Fi to access the Online Banking Services;</u>
N/A	4(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	4(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 Online Banking Services;</u>
N/A	4(a)(xii)	<u>in case of Online Banking Services for business purposes, to adopt proper dual controls and authorization before conducting high-risk transactions;</u>
N/A	4(a)(xiii)	<u>to safeguard against social engineering techniques for obtaining the Customer's information such as the Username, 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	4(a)(xiv)	<u>to only connect to the Website by typing the authentic website address into the browser or by book marking the genuine website for</u>

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		<u>subsequent access and not to access the Website through hyperlinks embedded in emails, internet search engines or suspicious pop-up windows;</u>
N/A	4(a)(xv)	<u>to only connect to the Mobile App downloaded from the Website or app stores designated or approved by the Bank; and</u>
N/A	4(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 Online Banking Services, and to notify the Bank as soon as practicable by calling the Bank's customer hotline posted by the Bank in the Website or Mobile App whenever unusual transactions or observations are detected.</u>
4(a)	No Change	The Customer may be held liable for the losses if he has failed to comply with <u>any of</u> the above safeguards.
4(b)	No Change	... 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, Username, Password and/or Security Code and all direct losses as a result.
4(d)	No Change	A Card, Username, Password or Security Token shall remain effective until changed <u>or cancelled</u> by the Customer <del>or cancelled by the Bank or any other issuing authority</del> (provided that the Bank has received notice of the <u>change or</u> cancellation from the Customer) <del>and the Bank has a reasonable opportunity to act upon the notice</del> <u>or cancelled by the Bank or any other issuing authority.</u>
4(f)(ii)	No Change	ensuring that the Customer only accesses the Online Banking Services <del>and the Website</del> by means and procedures approved by the Bank;
4(f)(v)	No Change	ensuring that the browser, cache memory <u>and/or app cache memory (as the case may be)</u> will be cleared as soon as the Customer signs off from or exits the Website <u>and/or Mobile App;</u>
4(f)(vi)	No Change	ensuring that the Customer <u>signs off from the Website and</u> exits the browser <u>and/or Mobile App (as the case may be)</u> immediately after each time he uses <del>or accesses</del> the Website <u>and/or Mobile App;</u> and
5(a)	No Change	The Bank may at its discretion restrict, suspend or terminate all or any <u>part of the</u> Online Banking Service upon closure of the Customer's Designated Accounts or at any time without notice or

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		reason to the Customer if the Bank has reasonable grounds for doing so.
5(c)	No Change	Save and except for the circumstances set out in Clauses 5(a) and 5(d) of these Terms and Conditions, the Bank will use its reasonable endeavour to provide prior notice to the Customer of any changes, amendments to, suspensions, restrictions or terminations of the Online Banking Services, <del>and/or</del> the Website <del>and/or</del> the Mobile App...
9(a)	No Change	Any Online Banking Instruction must be given by the Customer to the Bank by quoting the User Name, Password, Security Code, <del>Security Token</del> (if requested by the Bank) and other information required by the Bank to effect Online Banking Transactions. Online <u>Banking Instructions</u> 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.
9(b)	No Change	<del>The Bank will not send any separate advice to the Customer with respect to Online Banking Transaction.</del> A record of each Online Banking Transaction will be shown in the regular account statements provided by the Bank to the Customer.
9(g)	No Change	...In the event of system failure of the Online Banking Services, the Bank may cancel any Online Banking Instruction placed <del>online</del> by the Customer....
10(b)	No Change	The Customer undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Online Banking Services <del>or</del> , the Website, the <u>Mobile App</u> or any of the software comprised in them...
11(b)	No Change	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 Online Banking Services 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 <u>gross</u> negligence, fraud or fault on the part of the Customer.

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13	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. If a replacement Security Token is issued, the Bank may charge a fee for it.
14(b)	No Change	The Customer understands and accepts that any person who has access to, possesses, knows or is allowed to find out <del>about</del> the Password and has access to the Security Token (if any) <del>will</del> <u>may</u> be able to have access to the Designated Account(s) and the Bank shall not be responsible for any losses in relation thereto.
14(c)	No Change	The Customer understands and accepts that, unless there is <del>gross</del> negligence or wilful default of the Bank, the Bank shall not be liable for any claim, loss or damage suffered by him in relation to the Online Banking Services as a result of:
14(c)(v)	No Change	any loss of profits or opportunity or any other consequential or indirect loss or liability caused by the use of or inability to use the Online Banking Services or from any errors, inadequacies or failures of any machine, Online Banking Services, Website, <u>Mobile App</u> , internet, the Computer System, data processing system or transmission link or any industrial dispute or any other factor outside the control of the Bank or outside the control of the agents or sub-contractors of the Bank, whether caused by negligence or otherwise.
15(a)(ii)	No Change	the Online Banking Services, <u>the Website and the Mobile App</u> may not meet all the requirements or expectations of the Customer; and
15(a)(iii)	No Change	the operation, functionality and reliability of the Online Banking Services, <u>the Website and the Mobile App</u> :
16(b)	No Change	...The Bank and any such Third Party Provider(s)/Third Party Website(s) are not responsible or liable for any actions that the Customer takes or does not take based on such data or information or service or product provided by the Third Party Provider(s)/ Third Party Website(s) and the Customer will use such data, information, service or product solely for the purposes set forth in these Terms and Conditions; such data or information is proprietary to the Bank and <u>/or</u> any such Third Party Provider(s)/Third Party Website(s) and

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		the Customer will not retransmit or disclose such data or information to third parties except as required by applicable laws, rules and regulations; and the Customer's <u>Customer</u> will use such data or information solely in compliance with applicable laws, rules and regulations.
16(d)	No Change	The Bank may provide links to websites which are provided by its group companies on the Website <u>or the Mobile App</u> ...
17(a)	No Change	The Customer acknowledges that all Content(s) on the Website, <u>the Mobile App</u> and all related software(s) are proprietary to the Bank and/or Third Party Provider(s) and are subject to IP Rights. Unless otherwise expressly stated or approved in writing by the Bank or such Third Party Provider(s) (as the case may be), nothing on the Website, <u>the Mobile App</u> or Third Party Website(s) shall be implied as granting the Customer any right or licence to use any IP Rights related to or shown on the Website, <u>the Mobile App</u> or Third Party Website(s).
17(b)(iii)	No Change	break into, access or use or attempt to break into, access or use any part of the Online Banking Services, the Website, <u>the Mobile App</u> , the Third Party Website(s), the Content(s) and/or any data areas on the Bank's server(s) or those of any Third Party Provider(s) for any purposes unauthorized by the Bank or such Third Party Provider(s);
17(b)(iv)	No Change	infringe the IP Rights of any person or any party in using the Website, <u>the Mobile App</u> or any Content(s);
17(b)(v)	No Change	violate any applicable law of any applicable jurisdiction in the use of the Online Banking Services, <del>and/or</del> the Website <u>and/or the Mobile App</u> ; and/or
17(b)(vi)	No Change	collect or store personal data of or about other users of the Website, <u>the Mobile App</u> or Third Party Website(s).
18	No Change	...Any revision or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the <del>Bank's website</del> <u>Website</u> or by such other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Online Banking Services on or after the effective date of the revision or addition.
N/A	22	<b>Add the following new clause 22 and update subsequent numbering</b>

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		<p><b>accordingly:</b></p> <p><u>No Third Party Rights</u></p> <p><u>No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions. Application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) is hereby expressly excluded.</u></p>
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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 Online Banking Services on or after the effective date. If customers decline to accept the above amendments, they have the right to terminate their Online Banking Services in accordance with the existing Terms and Conditions before the effective date. Should customers wish to terminate their Online 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.