



Notice of Changes on Terms and Conditions

HSBC is committed to conducting reviews and improvements in our provision of banking services. With this in mind, we will update some changes to the following account terms and conditions as set out in the Annex with effect from 26 November 2023 (the "Effective Date"):

- **General Terms and Conditions**
- **Integrated Account Terms and Conditions**
- **Super Ease Account Terms and Conditions**

Please note that these amendments shall be binding on you if you continue to use or retain the relevant account(s) on or after the Effective Date. If you decline the amendments, you have the right to terminate the account(s) before the Effective Date in accordance with the relevant clauses under the existing applicable terms and conditions.

For enquiries or should you wish to terminate any of the account(s), please contact us through "Chat with us" on HSBC Online Banking or HSBC HK App, or call one of our customer service hotlines:

- HSBC Jade customers: **(852) 2233 3033**
- HSBC Premier customers: **(852) 2233 3322**
- Other customers: **(852) 2233 3000**

You can obtain a copy of the amended terms and conditions by visiting HSBC's website or call one of our above customer service hotlines.

- Before the Effective Date, please visit:
 - General Terms & Conditions: hsbc.com.hk/content/dam/hsbc/hk/docs/accounts/terms-and-conditions-202311.pdf
 - Integrated Account Terms and Conditions: hsbc.com.hk/content/dam/hsbc/hk/docs/accounts/personal-integrated/terms-and-conditions-202311.pdf
 - Super Ease Account Terms and Conditions: hsbc.com.hk/content/dam/hsbc/hk/docs/accounts/super-ease/terms-and-conditions-202311.pdf
- On or after the Effective Date, please visit HSBC's website > Help and Support > Forms and downloads

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

September 2023

Issued by The Hongkong and Shanghai Banking Corporation Limited

Annex

A. General Terms and Conditions

1. The following new clause 1.9.3 of Part A has been added and the original clause 1.9.3 has been renumbered to 1.9.4:

"1.9.3 If (a) an Account is credited in error; or (b) an Account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed, we are entitled to reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and debit or demand immediate repayment of any loss, damage or expense incurred by us in connection therewith, as appropriate."

2. The definition of "Connected Person" in clause 1.10.1 of Part A has been clarified to include a beneficiary of a trust (key changes have been underlined):

"Connected Person means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, beneficiary, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group."

3. Clause 1.10.2 of Part A and Appendix 2 have been amended as follows (key changes have been underlined) in order to better clarify the use of Your Information and how the Data Privacy Notice and Appendix 2 may be applicable to individual, sole proprietorship, partnership, firm or any other unincorporated body and corporate:

"1.10.2 Collection, use and sharing of Your Information

This Clause 1.10.2 of Part A explains how we will use Your Information. If you are an individual, sole proprietorship, partnership, firm or any other unincorporated body, the Data Privacy Notice/Notice relating to the Personal Data (Privacy) Ordinance, (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) as applicable (the "Notice") also contains important information about how we and the HSBC Group will use Your Information (that are personal data) and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 1.10 of Part A and (if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body) the Notice.

Your Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent; or
- it is disclosed in accordance with the terms and conditions set out in this Clause 1.10 of Part A (including Appendix 2 and where applicable, the Notice).

Collection

- (a) We and other members of the HSBC Group may collect, use and share Your Information. Your Information may be requested by us or on behalf of us or the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from

publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

Use

- (b) If you are a corporation (which includes a company), we and members of the HSBC Group may use, transfer and disclose Your Information in connection with the purposes set out in this Clause 1.10 of Part A and/or Appendix 2 (collectively referred to as the "Purposes").

If you are not a corporation (for example, if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body), we and members of the HSBC Group may use, transfer and disclose Your Information (i) in connection with the purposes set out in this Clause 1.10 of Part A and/or Appendix 2 (applicable to Your Information other than Personal Data) and (ii) in connection with the purposes set out in this Clause 1.10 of Part A and/or the Notice (applicable to Personal Data) ((i) to (ii) are collectively referred to as the "Purposes").

Sharing

- (c) If you are a corporation (which includes a company), we may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients (who may also use, transfer and disclose such information for the Purposes) set out in this Clause 1.10 of Part A and/or Appendix 2.

If you are not a corporation (for example, if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body), we may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients (who may also use, transfer and disclose such information for the Purposes) set out in this Clause 1.10 of Part A, the Notice (applicable to Personal Data) and/or Appendix 2 (applicable to Your Information other than Personal Data).

Your obligations

- (d) You agree to inform us promptly and in any event, within thirty (30) days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- (e) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure, use and transfer of their information as set out in this Clause 1.10 of Part A, Appendix 2 and where applicable, the Notice (as any of Clause 1.10 of Part A, Appendix 2 or the Notice may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (f) We may store Your Information locally or overseas, including in the cloud. We apply our global data standards and policies wherever Your Information is stored. You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (e) and (f) in any respect."

Appendix 2

If you are a corporation (which includes a company), the following terms supplement Clause 1.10 of Part A and relate to the use, store, process, transfer and disclosure of Your Information. If you are not a



corporation (for example, if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body), this Appendix 2 applies only to Your Information that are non-personal data. Terms used in this Appendix 2 shall have the meanings set out in Clause 1.10 of Part A of these Terms and Conditions.

USE OF YOUR INFORMATION

The purposes for which Your Information may be used are as follows:

- (a) considering applications for, or review to continue the, Services;
- (b) approving, managing, administering or effecting Services or any transaction that you request or authorise;
- (c) meeting Compliance Obligations;
- (d) conducting Financial Crime Risk Management Activity;
- (e) collecting any amounts due from you and from those providing guarantee or security for your obligations;
- (f) conducting credit checks and obtaining or providing credit references;
- (g) enforcing or defending our or a member of the HSBC Group's rights;
- (h) meeting our internal operational requirements or that of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (i) creating and maintaining our credit and risk related models;
- (j) ensuring your ongoing credit worthiness and of those providing guarantee or security for your obligations;
- (k) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (l) determining the amount of indebtedness owed to you or owed by you or by those providing guarantee or security for your obligations;
- (m) complying with any obligations, requirements or arrangements that we or any of our branches or any member of the HSBC Group, whether compulsory or voluntary, is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
 - (iv) any agreement or treaty between Authorities;
- (n) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- (o) meeting any of our obligations or those of any member of the HSBC Group to comply with any, demand or request from Authorities;
- (p) enabling our actual or proposed assignee, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned;
- (q) maintaining our or HSBC Group's overall relationship with you; and
- (r) any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF YOUR INFORMATION

We may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and/or disclose any of Your Information to all such persons as we may consider necessary (wherever located) including:



- (a) any member of the HSBC Group;
- (b) (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers), (ii) any of HSBC Group's partners or providers of reward, co-branding or loyalty programmes;
- (c) any Authorities;
- (d) anyone acting on behalf of you, payment recipients, beneficiaries, potential payment originators, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you);
- (e) any party acquiring an interest in or assuming risk (or proposing to acquire an interest in or assume risk) in or in connection with the Services, including any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us, or any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;
- (f) (i) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references, (ii) debt collection agencies, insurers, credit card companies, securities and investment services providers; and
- (g) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group.

PROVISION OF DATA TO CREDIT REFERENCE AGENCIES (CRAs) AND DEBT COLLECTION AGENCIES

The following section may apply to you or your Connected Persons (collectively "you", "your" for the purposes of this section only):

- (A) We may provide the following data relating to you (whether in sole name or joint names with others) to a CRAs:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
 - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The CRAs will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) for sharing in the consumer credit database of the CRAs by credit providers.

- (B) You can instruct us to make a request to the relevant CRAs to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.
- (C) If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by the CRAs until the expiry of five (5) years from the date of final settlement of the amount in default.

- (D) In the event of any amount being written off due to a bankruptcy order being made against you, the CRAs may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence.
- (E) For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).”

4. For better clarity, clause 1.11.1 of Part A has been amended (key changes have been underlined) and a new clause 1.11.3 has been added as follows and the original clauses 1.11.3 and 1.11.4 have been renumbered to 1.11.4 and 1.11.5 respectively:

“1.11.1 You agree that we may use any contact information provided by you and kept on our records (including address, telephone number, email address (for business accounts only: includes the e-mail address of the account holder’s contact person on our records) and fax number) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).”

“1.11.3 Unless we otherwise specify, you will be considered as having received any notice given by us:

- (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
- (b) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post);
- (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
- (d) immediately after emailing it to the email address last notified in writing by you (if sent by email);
- (e) immediately after placing it in your online internet banking profile (if made available there); or
- (f) immediately after displaying it on our public website or at our premises (if communicated by display).”

5. Clauses 2.1.2(a) & (d) of Part A have been amended (key changes have been underlined) to set out revised terms on the request for cheque books:

“2.1.2(a) You may request for a cheque book to be issued to you when you hold a Hong Kong dollar, US dollar or Renminbi Current Account.”

“2.1.2(d) You may apply for a cheque book for your Current Account through any means accepted by us. We have the right not to issue a cheque book. We will deliver a cheque book by post to your address on our records. We are not responsible for any delay or loss caused by any means of delivery.”

6. To remind you that when giving instructions to make payments or effect transactions, you are responsible to check whether the payment recipient and the transaction are real and trustworthy. To clarify both parties’ rights and obligations in this respect, clause 2.4.9(b)(ii) of Part A has been amended as follows (key changes have been underlined) and new clauses 2.4.10(u) and (v) have been added as follows:

“2.4.9 Limitation of Liability regarding HKICL FPS

- (b) for clarity we are not liable for loss, damage or expenses of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:

(ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to, where applicable, 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.

"2.4.10 Our Rights and Responsibilities

(u) In giving instructions to make payments or effect transactions by any means accepted by us from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), 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.

(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.

7. Clause 2.5.4 of Part A has been amended (key changes have been underlined) to clarify the handling of inward remittances:

"2.5.4 The proceeds of an inward remittance of Item may not be credited to your Account on the same day we receive the remittance or Item if (a) we do not receive it before the relevant cut-off time set by us; or (b) any necessary checking is not completed. No interest (whether at a rate above or below zero) will accrue before the proceeds are actually credited to your Account."

B. Integrated Account Terms and Conditions

1. The following new clause 1.9.2 has been added and the original clause 1.9.2 has been renumbered to 1.9.3 and updated (key changes have been underlined):

"1.9.2 If (a) an Account is credited in error; or (b) an Account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed, we are entitled to reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and debit or demand immediate repayment of any loss, damage or expense incurred by us in connection therewith, as appropriate."

"1.9.3 Our rights under Clauses 1.9.1 and 1.9.2 will not be limited or reduced by your death or legal incapacity."

2. The definition of "Connected Person" in clause 1.10.1 has been clarified to include a beneficiary of a trust (key changes have been underlined).

""Connected Person" means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, beneficiary, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group."

3. Clause 1.10.2(f) has been amended (key changes have been underlined) to further clarify the existing practices that information may be stored in a cloud.

"1.10.2(f) We may store Your Information locally or overseas, including in the cloud. We apply our global data standards and policies wherever Your Information is stored. You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (e) and (f) in any respect."

4. Clause 2.2.2(c) has been amended (key changes have been underlined) to set out revised terms on the request for cheque books:

"2.2.2(c) You may apply for a cheque book for your Hong Kong dollar Current Account through any means accepted by us. We have the right not to issue a cheque book. We will deliver a cheque book by post to your address on our records. We are not responsible for any delay or loss caused by any means of delivery."

5. To remind you that when giving instructions to make payments or effect transactions, you are responsible to check whether the payment recipient and the transaction are real and trustworthy. To clarify both parties' rights and obligations in this respect, clause 2.7.9(b)(ii) has been amended as follows (key changes have been underlined) and new clause 2.7.10(v) has been added as follows:

"2.7.9 Limitation of Liability regarding HKICL FPS

(b) for clarity we are not liable for loss, damage or expenses of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:

(ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our 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."

"2.7.10 Our Rights and Responsibilities

(v) In giving instructions to make payments or effect transactions by any means accepted by us from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), 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 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."

6. Clause 2.8.4 has been amended (key changes have been underlined) to clarify the handling of inward remittances:

"2.8.4 The proceeds of an inward remittance of Item may not be credited to your Account on the same day we receive the remittance or Item if (a) we do not receive it before the relevant cut-off time set by us; or (b) any necessary checking is not completed. No interest (whether at a rate above or below zero) will accrue before the proceeds are actually credited to your Account."

C. Super Ease Account Terms and Conditions

1. Clause 2.6 has been amended (key changes have been underlined) to clarify the handling of inward remittances:

“2.6 An inward remittance (whether in Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if (a) the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time; or (b) any necessary checking is not completed. No interest will accrue on any inward remittance before the funds are actually credited to the account.”

2. To remind you that when giving instructions to make payments or effect transactions, you are responsible to check whether the payment recipient and the transaction are real and trustworthy. To clarify both parties' rights and obligations in this respect, clause 2.28(i)(ii)(2) has been amended as follows (key changes have been underlined) and new clauses 2.23(r) has been added as follows:

“2.23(r) In giving instructions to make payments or effect transactions by any means accepted by the Bank from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), the Customer agrees to take reasonably practicable steps to safeguard his own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Customer stay vigilant against frauds, scams and deceptions, the Bank may send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.”

“2.28(i) Limitation of Liability regarding HKICL FPS

(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:

(2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS 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 the Bank from the Faster Payment System or Hong Kong Police Force.”

3. The definition of “Connected Person” in clause 5.1 has been clarified to include a beneficiary of a trust (key changes have been underlined).

“Connected Person” means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, beneficiary, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to his relationship with the HSBC Group.”

4. Clause 5.2(f) has been amended (key changes have been underlined) to further clarify the existing practices that information may be stored in a cloud.

“5.2(f) The Bank may store Customer Information locally or overseas, including in the cloud. The Bank apply its global data standards and policies wherever Customer Information is stored. The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Customer Information in the manner described in these Terms and Conditions. The Customer agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (e) and (f) in any respect.”



5. The following new clause 6.2 has been added and the original clause 6.2 has been renumbered to 6.3 and updated (key changes have been underlined):

"6.2 If (a) an Account is credited in error; or (b) an Account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed, the Bank is entitled to reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and debit or demand immediate repayment of any loss, damage or expense incurred by the Bank in connection therewith, as appropriate.

"6.3 The Bank's rights under Clauses 6.1 and 6.2 shall not be affected by Customer's death or legal incapacity."

條款及細則修改通知

滙豐一直致力檢視及改善我們的銀行服務。為此，我們將對以下的戶口條款及細則作出修改（詳情見附件），並由2023年11月26日（「生效日」）起生效：

- 一般條款及細則
- 綜合理財戶口條款及細則
- 「萬用戶口」一般條款

請注意，如您在生效日期當日或之後繼續使用或保留相關戶口，則表示將受此修改約束。如您拒絕接受該等修改，您有權根據相關戶口的條款及細則現有版本中的相關條款於生效日期之前終止相關戶口。

如有查詢或有意終止您的任何相關戶口，請於滙豐網上理財或香港滙豐流動理財應用程式與我們進行「線上對話」或致電本行的客戶服務熱線：

- 滙豐尚玉客戶：(852) 2233 3033
- 滙豐卓越理財客戶：(852) 2233 3322
- 其他客戶：(852) 2233 3000

您可瀏覽以下滙豐網站或致電上述本行的客戶服務熱線索取經修改的條款及細則：

- 於生效日前可瀏覽：
 - 一般條款及細則：[hsbc.com.hk/content/dam/hsbc/hk/tc/docs/accounts/terms-and-conditions-202311.pdf](https://www.hsbc.com.hk/content/dam/hsbc/hk/tc/docs/accounts/terms-and-conditions-202311.pdf)
 - 綜合理財戶口條款及細則：[hsbc.com.hk/content/dam/hsbc/hk/tc/docs/accounts/personal-integrated/terms-and-conditions-202311.pdf](https://www.hsbc.com.hk/content/dam/hsbc/hk/tc/docs/accounts/personal-integrated/terms-and-conditions-202311.pdf)
 - 「萬用戶口」一般條款：[hsbc.com.hk/content/dam/hsbc/hk/tc/docs/accounts/super-ease/terms-and-conditions-202311.pdf](https://www.hsbc.com.hk/content/dam/hsbc/hk/tc/docs/accounts/super-ease/terms-and-conditions-202311.pdf)
- 於生效日或之後可瀏覽：滙豐網站 > 協助及支援 > 表格及文件下載

本通知及附件的英文版本與中文版本如有任何歧義，概以英文版本為準。

2023年9月

附件

甲. 一般條款及細則

1. 新增甲部分第 1.9.3 條及更新原來的第 1.9.3 條編號為第 1.9.4 條：

“1.9.3 如本行(a) 錯誤地將款項存入戶口；或(b) 因預期將會收到款項而將該等款項存入戶口，卻最終未能收到該等款項，或相關的轉賬被撤銷，則本行有權撤銷全部或部分該等匯入款項（包括任何累算利息）、對戶口作出適當的記項，並支取本行因此而蒙受的任何損失、損害或開支或要求閣下立即償還該等損失、損害或開支（按情況適用）。”

2. 修改甲部分第 1.10.1 條中「關連人士」的定義以明確包括信托的受益人（修改內容以底線顯示）：

“關連人士指閣下以外的人士或單位，而其資料（包括個人資料或稅務資料）由閣下（或閣下代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。關連人士可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、受益人、財產授予人或保障人、指定戶口持有人、指定收款人、閣下的代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。”

3. 修改甲部分第 1.10.2 條及附錄二以更清晰的條款說明有關您的資料的收集、使用及分享，以及資料私隱通知及附錄二如何適用於個人、獨資經營、合夥經營、商號、或任何其他非法人團體及法團（修改內容以底線顯示）：

“1.10.2 收集、使用及分享閣下資料

本甲部分第 1.10.2 條解釋本行如何使用閣下資料。如閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體，資料私隱通知/關於個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（簡稱「《通知》」）（如適用）亦包含有關本行及滙豐集團如何使用閣下資料中的個人資料的重要信息。閣下應一併閱讀本條款及《通知》。本行及滙豐集團成員可按本甲部分第 1.10 條及（如閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體）《通知》使用閣下資料。

閣下資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途須要披露；
- 獲資料當事人同意作出披露；或
- 按本甲部分第 1.10 條（包括本甲部分第 1.10 條所提及的附錄二及（如適用）《通知》）中所載的條款和條件作出披露。

收集

(a) 本行及其他滙豐集團成員可收集、使用及分享閣下資料。本行或本行代表或滙豐集團代表可要求提供閣下資料。閣下資料可直接從閣下、或從代表閣下的人士或其他來源（包括公開資料）收集，亦可與本行或其他滙豐集團成員可獲取的其他資料產生或組合。

使用

(b) 如閣下是法團（包括公司），本行及滙豐集團成員可按本甲部分第 1.10 條及/或附錄二所載的用途（統稱「用途」）使用、轉移及披露閣下資料。

如閣下不是法團（例如，閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體），本行及滙豐集團成員可為下列用途使用、轉移及披露閣下資料：（i）按本甲部分第 1.10 條及/或附錄二（適用於閣下資料中的非個人資料）所載的用途，及（ii）按本甲部分第 1.10 條及/或《通知》（適用於個人資料）所載的用途（（i）至（ii）統稱「用途」）。

分享

(c) 如閣下是法團（包括公司），本行可（因應用途在必要及適當時）向本甲部分第 1.10 條及/或附錄二所載的接收者轉移及披露任何閣下資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

如閣下不是法團（例如，閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體），本行可（因應用途在必要及適當時）向本甲部分第 1.10 條、《通知》（適用於個人資料）及/或附錄二（適用於閣下資料中的非個人資料）所載的接收者轉移及披露任何閣下資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

閣下的責任

(d) 不時提供予本行或滙豐集團成員的閣下資料如有任何變更，閣下同意從速（在任何情況下於三十 (30) 天內）以書面通知本行。閣下亦同意從速回覆本行或滙豐集團成員就提供閣下資料的任何要求。

(e) 閣下確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意），其已被（或會被）提供予本行或滙豐集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本甲部分第 1.10 條、附錄二及（如適用）《通知》所載處理、披露、使用及轉移。閣下須知會該等關連人士他們有權索取及改正其個人資料。

(f) 本行可能將閣下的資料儲存於本地或海外，包括雲端。無論閣下的資料儲存於何處，均受本行的環球資料標準及政策約束。閣下同意本行按本條款及細則所述的方式使用、儲存、披露、處理及轉移所有閣下資料，並須作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如閣下未能或未有在任何方面遵守 (e) 及 (f) 列出的責任，閣下同意從速以書面通知本行。

附錄二

如閣下是法團（包括公司），下列條文關於使用、儲存、處理、轉移及披露閣下資料，並補充甲部分第 1.10 條。如閣下不是法團（例如，如閣下是個人、獨資經營、合夥經營、商號事務所或任何其他非法人團體），本附錄二僅適用於閣下資料中的非個人資料。出現於本附錄二的詞語有本條款及細則甲部分第 1.10 條所載的涵義。

使用閣下資料

閣下資料可被用作下列用途：

- (a) 考慮本行服務申請或審核是否繼續提供服務；
- (b) 審批、管理、執行或提供服務或閣下要求或授權的任何交易；
- (c) 遵守合規責任；
- (d) 進行金融罪行風險管理活動；

- (e) 向閣下及為閣下債務提供擔保或抵押的人士追收任何欠款；
- (f) 進行信用檢查及獲取或提供信貸資料；
- (g) 行使或保衛本行或滙豐集團成員的權利；
- (h) 遵守本行或滙豐集團的內部營運要求（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
- (i) 設立及維持本行的信貸和風險相關準則；
- (j) 確保閣下及為閣下債務提供擔保或抵押的人士維持可靠信用；
- (k) 向閣下（及如法律許可，關連人士）促銷、設計、改善或推廣服務或相關產品及進行市場調查；
- (l) 確定本行對閣下的負債額，或閣下或為閣下債務提供擔保或抵押的人士對本行的負債額；
- (m) 遵守本行或其任何分行或任何滙豐集團成員根據以下須或預期會遵守的任何（不論強制或自願性質）責任、要求或安排：
 - (i) 任何法律或合規責任；
 - (ii) 任何權力機關提供或發出的任何守則、內部指引、指引或指導；
 - (iii) 與任何對滙豐集團整體或任何部分具司法權限的權力機關現在或將來訂立的任何合約或其他承諾；或
 - (iv) 權力機關之間的任何協議或條約；
- (n) 遵守滙豐集團為符合制裁或預防或偵測金融罪行的任何方案就於滙豐集團內分享資料及資訊或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排；
- (o) 遵守本行或任何滙豐集團成員的任何義務，以符合權力機關施加的任何責任、指令或要求；
- (p) 促使本行的實際或建議承讓人、或本行就針對閣下的權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易，並讓實際承讓人在運作被轉讓的業務或權利中使用閣下的資料；
- (q) 維持本行或滙豐集團與閣下的整體關係；及
- (r) 與任何上述相關或有連帶關係的用途。

分享及轉移閣下資料

本行因應所有或任何用途在必要及適當時可向本行認為所需的所有人士（不論所在處）轉移、分享、交換及/或披露閣下資料，包括：

- (a) 任何滙豐集團成員；
- (b) (i) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事及職員、代理人、承包商、服務供應商及專業顧問），(ii) 滙豐集團的任何合作夥伴或獎賞計劃、合作品牌計劃或年資計劃的供應商；
- (c) 任何權力機關；
- (d) 代表閣下行事的任何人士、收款人、受益人、潛在的支付發起者、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、閣下擁有證券權益的公司（如該等證券由本行或任何滙豐集團成員代閣下持有）；
- (e) 任何正在或擬獲得與服務相關的利益或承擔與服務相關的風險的一方，包括任何人士為閣下對本行的責任提供或擬提供擔保或抵押以確保閣下對本行負有的義務，或本行的任何實際或建議承讓人或本行對閣下的權利的參與人或附屬參與人或受讓人；
- (f) (i) 任何其他財務機構、資信調查公司或征信機構，以獲取或提供信貸資料，(ii) 收數公司、承保人、信用卡公司、證券及投資服務供應商；及
- (g) 涉及本行或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方。

向信貸資料服務機構及收數公司提供資料

以下部分可能適用於閣下或閣下的關連人士（僅就此部分而言統稱為「閣下」、「閣下的」）：

- (A) 本行可能向信貸資料服務機構提供以下與閣下有關於資料（不論以閣下個人名義或與他人聯名）：
- (i) 全名；
 - (ii) 就每宗按揭的身分（作為借款人、按揭人或擔保人）；
 - (iii) 香港身份證號碼或旅行證件號碼或公司註冊證明號碼；
 - (iv) 出生日期或公司成立日期；
 - (v) 通訊地址；
 - (vi) 就每宗按揭的按揭戶口號碼；
 - (vii) 就每宗按揭的信貸種類；
 - (viii) 就每宗按揭的按揭戶口狀況（例如：生效、已結束、已撇賬）；及
 - (ix) 就每宗按揭的按揭戶口結束日期（如適用）。

信貸資料服務機構會使用上述資料統計閣下（以借款人、按揭人或擔保人身分，及不論以本人或公司單名或與其他人士聯名方式）不時持有按揭的宗數，於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用。

- (B) 閣下可以指示本行向有關信貸資料服務機構要求從其資料庫刪除有關任何已經全數清還而終止的信貸戶口資料，惟該信貸在終止前緊接的五(5)年內須根據本行的紀錄未有欠賬逾期超過六十(60)日。
- (C) 在任何欠賬的情況下，除非欠賬金額在由出現欠賬日期起計六十(60)日屆滿前全數清還或撇賬（因破產令導致除外），否則閣下的戶口還款資料可以由信貸資料服務機構保留五(5)年（自欠賬全數清還當日起計）。
- (D) 若任何款項因針對閣下頒布的破產令而撇賬，則閣下的戶口還款資料可以由信貸資料服務機構保留直至下述較早發生者為止：(i)欠賬全數清還當日起計五(5)年屆滿之日，或(ii)閣下獲解除破產令之日起計五(5)年屆滿之日（閣下須提出證據通知信貸資料服務機構）；
- (E) 為上列第C及D段目的，戶口還款資料即上次到期的還款額，上次報告期間所作還款額，剩餘可用信貸額或未償還數額，及欠款資料（即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還重要欠賬的日期，即是指拖欠還款超過六十(60)日的欠賬（如有）。

4. 修改甲部分第 1.11.1 條以更清晰條款的說明及新增第 1.11.3 條。原來的第 1.11.3 條及第 1.11.4 條編號分別更新為第 1.11.4 條及第 1.11.5 條（修改內容以底線顯示）：

“1.11.1閣下同意本行可不時使用閣下提供並已在本行記錄中的任何聯絡資料（包括地址、電話號碼、電郵地址（僅適用於商業客戶：包括銀行記錄中客戶聯繫人的電郵地址）及傳真號碼）聯絡閣下（不論以信件、電話、短訊、傳真、電郵或其他方法）。”

“1.11.3除非本行另有指定，否則在下列情況下，閣下即被視為已收到本行給閣下的任何通知：

- (a) （如以專人派遞）在專人派遞或置放該通訊於閣下最後以書面通知的地址之時；
- (b) （如以郵寄方式發出）在本行向閣下地址郵寄該通訊後四十八(48)小時（如屬香港地址）或七(7)日（如屬香港境外地址）；
- (c) （如以傳真方式發出）緊隨本行向閣下最後以書面通知本行的傳真號碼傳真該通訊後；
- (d) （如以電郵方式發出）緊隨本行向閣下最後以書面通知本行的電郵地址電郵該通訊後；
- (e) （如在網上理財賬戶提供）緊隨本行把該通訊提供至閣下的網上理財賬戶後；或
- (f) （如以公開張貼作通訊方式）緊隨本行在官方網站或在本行的範圍內公開張貼該通訊後。”

5. 修改甲部分第 2.1.2(a)及(d) 條有關申請支票簿的條文（修改內容以底線顯示）：

“2.1.2(a) 當閣下持有港幣、美元或人民幣往來戶口時，閣下可要求本行向閣下發出一本支票簿。”

“2.1.2(d) 閣下可透過本行接納的方法申請往來戶口的支票簿。本行有權不發支票簿。本行會把支票簿郵寄至閣下在本行紀錄中的地址。本行無須就因任何遞送方法引致的延誤或遺失負責。”

6. 闡述在當您發出付款或交易指示時，您有責任查證收款人實屬可靠並且交易實屬真確。為說明本行與您的有關權利與責任，修改甲部分第 2.4.9(b)(ii) 條及新增第 2.4.10(u)及(v) 條（修改內容以底線顯示）：

“2.4.9 有關結算公司快速支付系統的責任限制

(b) 為求清晰，本行無須負責閣下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：

(ii) 結算公司快速支付系統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任何延誤、無法使用、中斷、故障或錯誤，包括（如適用）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。”

“2.4.10 本行於資金轉賬的權利和責任

(u) 在發出以本行不時接納的方法（例如：電子結算、電匯、跨行轉賬或結算公司快速支付系統）的付款或交易指示時，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。

(v) （只適用於個人戶口）為協助閣下對欺詐、詐騙和欺騙活動保持警惕，本行可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。”

7. 修改甲部分第 2.5.4 條闡述匯入匯款的處理（修改內容以底線顯示）：

“2.5.4 如(a)在本行設定的相關截數時間前本行未有收到匯入匯款或項目；或(b)任何所需核實程序尚未完成，該匯款或項目的收益可能不會在同日存入閣下的戶口。在收益實際存入閣下的戶口前，不會累積利息（不論利率高於或低於零）。”

乙. 綜合理財戶口條款及細則

1. 新增第 1.9.2 條及更新原來的第 1.9.2 條編號為第 1.9.3 條並作出修改（修改內容以底線顯示）：

“1.9.2 如本行(a) 錯誤地將款項存入戶口；或(b) 因預期將會收到款項而將該等款項存入戶口，卻最終未能收到該等款項，或相關的轉賬被撤銷，則本行有權撤銷全部或部分該等匯入款項（包括任何累算利息）、對戶口作出適當的記項，並支取本行因此而蒙受的任何損失、損害或開支或要求閣下立即償還該等損失、損害或開支（按情況適用）”

“1.9.3 本行在第 1.9.1 條及第 1.9.2 條下的權利不會因閣下逝世或在法律上無行為能力而受限制或被削弱。”

2. 修改第 1.10.1 條中「關連人士」的定義以明確包括信托的受益人（修改內容以底線顯示）：

“關連人士指閣下以外的人士或單位，而其資料（包括個人資料或稅務資料）由閣下（或閣下代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。關連人士可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、受益人、財產授予人或保障人、指定戶口持有人、指定收款人、代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。”

3. 修改第 1.10.2(f) 條闡述資料可能儲存在雲端的現有做法（修改內容以底線顯示）：

“1.10.2(f) 本行可能將閣下的資料儲存於本地或海外，包括雲端。無論閣下的資料儲存於何處，均受本行的環球資料標準及政策約束。閣下同意本行按本條款及細則所述的方式使用、儲存、披露、處理及轉移所有閣下資料，並須作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如閣下未能或未有在任何方面遵守 (e) 及 (f) 列出的責任，閣下同意從速以書面通知本行。”

4. 修改第 2.2.2(c) 條有關申請支票簿的條文（修改內容以底線顯示）：

“2.2.2(c) 閣下可透過本行接納的方法申請港幣往來戶口的支票簿。本行有權不發支票簿。本行會把支票簿郵寄至閣下在本行紀錄中的地址。本行無須就因任何遞送方法引致的延誤或遺失負責。”

5. 闡述在當您發出付款或交易指示時，您有責任查證收款人實屬可靠並且交易實屬真確。為說明本行與您的有關權利與責任，修改第 2.7.9(b)(ii) 條及新增第 2.7.10(v) 條（修改內容以底線顯示）：

“2.7.9 有關結算公司快速支付系統的責任限制

(b) 為求清晰，本行無須負責閣下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：

(ii) 結算公司快速支付系統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任何延誤、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。”

“2.7.10 本行於資金轉賬的權利和責任

(v) 在發出以本行不時接納的方法（例如：電子結算、電匯、跨行轉賬或結算公司快速支付系統）的付款或交易指示時，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，本行可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。”

6. 修改第 2.8.4 條闡述匯入匯款的處理（修改內容以底線顯示）：

“2.8.4 如 (a) 在本行設定的相關截數時間前本行未有收到匯入匯款或項目；或 (b) 任何所需核實程序尚未完成，該匯款或項目的收益可能不會在同日存入閣下的戶口。在收益實際存入閣下的戶口前，不會累積利息(不論利率高於或低於零)。”

丙. 「萬用戶口」一般條款

1. 修改第 2.6 條闡述匯入匯款的處理（修改內容以底線顯示）：

“2.6 如 (a) 本行未能在本行不時訂定的截數時間前收到存入戶口的匯入匯款（無論是港幣或是其他貨幣）的付款通知書；或 (b) 任何所需核實程序尚未完成，則該筆匯款或許不能即日存入有關戶口。該筆匯款未確存入有關戶口前，將不獲計算利息。”

2. 闡述在當您發出付款或交易指示時，您有責任查證收款人實屬可靠並且交易實屬真確。為說明本行與您的有關權利與責任，修改第 2.28(i)(ii)(2) 條及新增第 2.23(r) 條（修改內容以底線顯示）：

“2.23(r) 在發出以本行不時接納的方法（例如：電子結算、電匯、跨行轉賬或結算公司快速支付系統）的付款或交易指示時，客戶同意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。為協助客戶對欺詐、詐騙和欺騙活動保持警惕，本行可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。”

“2.28(i) 有關結算公司快速支付系統的責任限制

(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：

(2) 結算公司快速支付系統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任何延誤、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。”

3. 修改第 5.1 條中「關連人士」的定義以明確包括信托的受益人（修改內容以底線顯示）：

“「關連人士」指客戶以外的人士或單位，而其資料（包括個人資料或稅務資料）由客戶（或客戶代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。關連人士可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、受益人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士或單位，而該關係關乎客戶及滙豐集團的關係。”

4. 修改第 5.2(f) 條以闡述資料可能儲存在雲端的現有做法（修改內容以底線顯示）：

“5.2(f) 本行可能將閣下的資料儲存於本地或海外，包括雲端。無論閣下的資料儲存於何處，均受本行的環球資料標準及政策約束。客戶同意本行按本條款及細則所述使用、儲存、披露、處理及轉移所有客戶資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如客戶未能或未有在任何方面遵守 (e) 及 (f) 列出的責任，客戶同意從速以書面通知本行。”

5. 新增第 6.2 條及更新原來的第 6.2 條編號為第 6.3 條並作出修改（修改內容以底線顯示）：

“6.2 如本行(a) 錯誤地將款項存入戶口；或(b) 因預期將會收到款項而將該等款項存入戶口，卻最終未能收到該等款項，或相關的轉賬被撤銷，則本行有權撤銷全部或部分該等匯入款項（包括任何累算利息）、對戶口作出適當的記項，並支取本行因此而蒙受的任何損失、損害或開支或要求閣下立即償還該等損失、損害或開支（按情況適用）。”

“6.3 本行在第 6.1 條及第 6.2 條條款下的權利不會因客戶逝世或法律上無行為能力而受影響。”