

Notice of Changes on the Integrated Account Terms and Conditions, Securities Account Terms and Conditions, Unit Trusts Account Terms and Conditions, Overseas Securities Service Terms and Conditions, Terms and Conditions for Securities Margin Trading Services, Terms and Conditions for HSBC Internet Banking, effective 6 April 2019 (“Effective Date”)

Please note that with effect from the Effective Date, the following amendments will be made:

Clause 5.1.2A(a)(iv) of the **Integrated Account Terms and Conditions**, Clause 3.2.1(d) of the **Securities Account Terms and Conditions**, Clause 1.4.1(c) of the **Unit Trusts Account Terms and Conditions**, Clause 3.2.1(d) of the **Overseas Securities Service Terms and Conditions**, Clause 2.1B(a)(iv) of the **Terms and Conditions for Securities Margin Trading Services** and Clause 3(f) of the **Terms and Conditions for HSBC Internet Banking**, will be amended to state that any limitation of our obligation or duty in such clause is subject to compliance with all applicable law or regulation.

Details of the above amendments are set out below. Please carefully read the information below to ensure you understand the changes made and how they may affect you.

1) Integrated Account Terms and Conditions

Clause 5.1.2A(a)(iv) of Integrated Account Terms and Conditions is amended by adding the last sentence in the clause below:

5.1.2A Transactions entered into with us to buy or sell Products

(a)(iv) If you enter into a Transaction with us to buy and/or sell a Product without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the Product is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the Transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 5.1.2A(a)(iv) is subject to compliance with all Applicable Regulations.

2) Securities Account Terms and Conditions

Clause 3.2.1(d) of Securities Account Terms and Conditions is amended by adding the last sentence in the clause below:

3.2 Transactions entered into with us to buy or sell products

3.2.1(d) If you enter into a transaction with us to buy and/or sell a product without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the product is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 3.2.1(d) is subject to compliance with all Applicable Regulations.

3) Unit Trusts Account Terms and Conditions

Clause 1.4.1(c) of Unit Trust Account Terms and Conditions is amended by adding the last sentence in the clause below:

1.4 Transactions entered into with us to buy or sell products

1.4.1(c) If you enter into a transaction with us to buy and/or sell a unit trust without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the unit trust is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 1.4.1(c) is subject to compliance with all Applicable Regulations.

4) Overseas Securities Service Terms and Conditions

Clause 3.2.1(d) of Overseas Securities Service Terms and Conditions is amended by adding the last sentence in the clause below:

3.2 Transactions entered into with us to buy or sell products

3.2.1(d) If you enter into a transaction with us to buy and/or sell a product without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the product is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 3.2.1(d) is subject to compliance with all Applicable Regulations.

5) Terms and Conditions for Securities Margin Trading Services

Clause 2.1B(a)(iv) of Terms and Conditions for Securities Margin Trading Services is amended by adding the last sentence in the clause below:

2.1B Transactions entered into with us to buy or sell products

(a)(iv) If you enter into a Transaction with us to buy and/or sell a product without or inconsistent with any solicitation or recommendation from us, we will not have any obligation or duty to assess whether or ensure that the product is suitable for you. You acknowledge and agree that it is your sole responsibility to assess and to satisfy yourself that the Transaction is appropriate for you. Any limitation of our obligation or duty in this Clause 2.1B(a)(iv) is subject to compliance with all Applicable Regulations.

6) Terms and Conditions for HSBC Internet Banking

Clause 3(f) of Terms and Conditions for HSBC Internet Banking is amended by adding the last sentence in the clause below:

3. Use of the Services

(f) You understand that the Services involve no solicitation of the sale or recommendation of, or advice on, any product from us. All transactions that you enter into through the Services are conducted on an execution-only basis and based on your own judgment. We do not have any duty to assess or ensure suitability of the products or the transactions that you enter into. Any limitation of our obligation or duty in this Clause 3(f) is subject to compliance with all Applicable Regulations.

Please note that the amendments above shall be binding on you if you continue to use or retain your Integrated Account(s), Securities Account(s), Unit Trusts Account(s), Overseas Securities Service(s), Securities Margin Trading Service(s) and HSBC Internet Banking Service on or after the Effective Date. If you decline to accept the amendments, you have the right to terminate the account(s) or service(s) before the Effective Date in accordance with the relevant clauses under the existing terms and conditions. If you have any queries, or should you wish to terminate any of the account(s) or service(s), please contact us at our branches or call our customer service hotlines during the service hours stated below:

HSBC Premier customers: **(852) 2233 3322** (24 hours)

HSBC Advance customers: **(852) 2748 8333** (24 hours)

Other customers: **(852) 2233 3000** (Monday to Saturday, 9.00 am – 5.30 pm, except public holidays)

You can obtain copies of the amended terms and conditions by visiting HSBC's website at <https://www.hsbc.com.hk/help/forms/> or any of our branches. If there is any discrepancy or inconsistencies between the English and Chinese versions of this notice, the English version shall apply and prevail.

February 2019



綜合理財戶口條款及細則、證券戶口條款及細則、單位信託基金戶口條款及細則、海外證券服務條款及細則、證券孖展買賣服務條款及細則及滙豐網上理財條款及細則的修改通知，由2019年4月6日起生效（「生效日期」）

請注意，由生效日起，將作出以下修改。

修改綜合理財戶口條款及細則第5.1.2A(a)(iv) 條文、證券戶口條款及細則的條文3.2.1(d)、單位信託基金戶口條款及細則的條文1.4.1(c)、海外證券服務條款及細則的條文3.2.1(d)、證券孖展買賣服務條款及細則的條文2.1B(a)(iv)、滙豐網上理財條款及細則的條文3(f)，以闡明有關我們所列明的本行的義務或責任將會受制於所有適用的法律或法規。

以下為有關修改的詳情。請仔細閱讀以下資料以確保您明白相關修改及對您的影響。

1) 綜合理財戶口條款及細則

綜合理財戶口條款及細則的條文5.1.2A(a)(iv) 修改如下，以新增最後一句條文：

5.1.2A 與本行進行的購買或出售產品交易

(a)(iv) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及/ 或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第5.1.2A(a)(iv) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

2) 證券戶口條款及細則

證券戶口條款及細則的條文3.2.1(d) 修改如下，以新增最後一句條文：

3.2 與本行進行的購買或出售產品交易

3.2.1(d) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及/ 或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第3.2.1(d) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

3) 單位信託基金戶口條款及細則

單位信託基金戶口條款及細則的條文1.4.1(c) 修改如下，以新增最後一句條文：

1.4 與本行進行的購買或出售產品交易

1.4.1(c) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及/ 或出售單位信託基金的交易，本行將沒有任何義務或責任評估該單位信託基金是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第1.4.1(c) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

4) 海外證券服務條款及細則

海外證券服務條款及細則的條文3.2.1(d) 修改如下，以新增最後一句條文：



3.2 與本行進行的購買或出售產品交易

3.2.1(d) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及/ 或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第 3.2.1(d) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

5) 證券孖展買賣服務條款及細則

證券孖展買賣服務條款及細則的條文2.1B (a) (iv) 修改如下，以新增最後一句條文:

2.1B 與本行進行的購買或出售產品交易

(a)(iv) 如閣下在沒有本行的任何招攬或建議或與之不一致的情況下與本行進行購買及/ 或出售產品的交易，本行將沒有任何義務或責任評估該產品是否適合閣下或確保其適合閣下。閣下知悉及同意，閣下應自行負責評估及自行信納交易為適合閣下。於本第 2.1B(a)(iv) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

6) 滙豐網上理財服務條款及細則

滙豐網上理財服務條款及細則的條文3(f) 修改如下，以新增最後一句條文:

3 使用服務

(f) 閣下明白服務並不涉及本行就任何產品作出招攬銷售或建議或提供意見。閣下透過服務進行的所有交易均按只限執行的基準及基於閣下的個人判斷進行。本行並無任何責任評估或確保產品或閣下所進行交易的合適性。於本第3(f) 條中所列明的本行的義務或責任的限制將會受制於所有適用法規。

請注意，如您在生效日期當日或之後繼續使用或保留您的綜合理財戶口、證券戶口、單位信託基金戶口、海外證券服務、證券孖展買賣服務及滙豐網上理財服務，則表示將受上述修改約束。如您拒絕接受該等修改，您有權根據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。如您有任何疑問，或有意終止您的任何相關戶口，請前往分行或於以下服務時間致電客戶服務熱線與本行聯絡：

滙豐卓越理財客戶：(852) 2233 3322 (二十四小時)

滙豐運籌理財客戶：(852) 2748 8333 (二十四小時)

其他客戶：(852) 2233 3000 (星期一至星期六，上午九時至下午五時三十分，公眾假期除外)

您可瀏覽以下滙豐網站或前往本行任何分行索取經修改的條款及細則：

<https://www.hsbc.com.hk/zh-hk/help/forms/>。

本通知的英文版本與中文版本如有任何歧義，概以英文版本為準。

2019年2月

