



## **Notice of Changes on the Terms and Conditions for HSBC Internet Banking, effective 8 June 2017 ("Effective Date")**

Please carefully read the information below to ensure you understand the changes made and how they may affect you.

### **New and amended provisions in relation to the requirements on client agreements in the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission**

#### **Terms and Conditions for HSBC Internet Banking**

- i) New Clauses 3(f)-(h) are added and the existing Clause 3(a)(iii) is revised to define your responsibility in relation to the use of the HSBC Internet Banking Services:
  3. Use of the Services
    - (a) To access the Services for the first time, you are required to:
      - (iii) provide such complete, accurate and up-to-date information as we may reasonably specify for identifying you.
    - (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.
    - (g) Any solicitation or recommendation or suitability assessment we may have made to or for you in the past in relation to any product through channels outside the Services is valid only as at the time it was made, and we cannot ensure on-going suitability of such product. If the circumstances relating to you, such product or its issuer or market conditions change, the product may no longer be suitable for you. Execution through the Services does not allow us to confirm the validity of any such prior solicitation, recommendation or suitability assessment.
    - (h) If you wish to receive a solicitation or recommendation from us, you should contact us and, where relevant, we will conduct a suitability assessment before transacting.
- ii) The existing Clause 7(a) is revised to enhance clarity of the meaning of the provisions and the existing Clause 7(c)(iii) on your confirmation and responsibilities is deleted. The existing Clause 7(c)(iv) is renumbered as Clause 7(c)(iii):
  7. Your confirmation and responsibilities
    - (a) You should provide such information as we may reasonably request from time to time for the purposes of providing the Services. By registering to use the Services, you confirm that all information provided to us at that time is complete, accurate and up-to-date. You should also ensure that all the information provided to us from time to time remains complete, accurate and up-to-date and notify us of any change in the information as soon as reasonably practicable.
- iii) New Clauses 7(d)-(e) are added to define your responsibilities in relation to Internet Banking transactions:
  7. Your confirmation and responsibilities
    - (d) By entering into any transaction through the Services, you confirm that the information you provide to us (including your financial situation, investment experience and investment objectives) is complete, accurate and up-to-date and that we will rely on your confirmation.
    - (e) Before you enter into a transaction to buy and/or sell a product through the Services, you should:
      - (i) consider your own circumstances and understand the product features, terms and risks, and you should contact us if you have any questions on the product;
      - (ii) note that we have no ongoing responsibility to ensure that a product we have solicited the sale of or recommended to you remains suitable for you;
      - (iii) note that if circumstances relating to you, such product, such product's issuer or general market conditions change, such product may no longer be suitable for you; and
      - (iv) note that we do not provide legal, tax or accounting advice on your investments, and you should therefore consider obtaining independent professional advice (including legal, tax and accounting advice) about your investments where necessary.

iv) The existing Clause 8(h) is revised to clarify that making available any information or report to you shall not, by itself, constitute solicitation of the sale or recommendation of any product and the existing Clause 8(i) is revised to enhance clarity of the meaning of the provisions:

8. Information and Information Providers

- (h) The Information and Reports are made available for reference only. They are not intended for trading or other purposes. Making available any Information or Report to you shall not, by itself, constitute solicitation of the sale or recommendation of any product. Neither we nor any Information Provider is your investment adviser and you should not consider us or any Information Provider as your investment adviser.
- (i) Neither we nor any Information Provider confirm or guarantee, whether expressly or implicitly, the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any Information or Report or that it is fit for any purpose. We and the Information Providers do not authorise our respective employees and agents to give any confirmation or guarantee relating to any Information or Report. Neither we nor any Information Provider assume any liability (whether in tort or contract or any other liability) for any Information or Report made available to you or any other person.

Please note that the above amendments set out in this Notice shall be binding on you if you continue to use or retain your HSBC Internet Banking Service on or after the Effective Date, being 8 June 2017. If you do not agree to the above amendments, you have the right to terminate your service(s) in accordance with the relevant clauses under the existing terms and conditions before the Effective Date. Should you have any queries, please contact us at our branches or call our customer service hotlines stated below:

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

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

Other customers: **(852) 2233 3000**

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

1 April 2017