

To: Personal Account Holders

Notice of Changes on the General Terms and Conditions, Terms and Conditions/Account Rules of Deposit Accounts, Safe Deposit Locker, ATM Card and Forex/RMB Switching Service, Super Ease Account and University Student Account effective 1 July 2016 ("effective date") (ATM Card Terms and Conditions effective 1 Aug 2016)

I. Plain Language Documents

HSBC is committed to promoting changes and improvements in our provision of banking services to protect your interests and to enhance your understanding of the banking services we provide to you. With these objectives in mind, we have updated a number of our existing terms and conditions and account rules (each, an "Existing Document") in plain language ("Plain Language Documents"). A separate set of Chinese version is also available. If there is any discrepancy between the English and Chinese versions, the English version shall prevail. Please refer to the Annex for further information about the Existing Documents and the Plain Language Documents.

A summary of the key features of the Plain Language Documents is set out under **Part A**, and the main provisions which are new or have been amended in the Plain Language Documents are set out under **Part B**. In particular, please note that provisions in the plain language General Terms and Conditions and Account Rules (with the exception of the Account Rules for Hong Kong Dollar Statement Savings Account for Children and the Renminbi Current Account Rules) have been re-arranged and separated into 3 parts, namely Part A, B1 and B2. **Only Parts A and B1 apply to you as personal account holders.**

Provisions of the Plain Language Documents and the Existing Documents are materially the same in substance and save for the matters set out in **Part B**, your rights and obligations with respect to us will not be adversely affected.

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

A. Summary of the key features of the Plain Language Documents on a collective basis (a Plain Language Document may carry some or all of the key features)

- Provisions in a Plain Language Document are re-written in a way and re-arranged in an order intended to make them easier to read and understand. More descriptive section or clause headings are used in some cases.
- Provisions addressing the same or related matters are consolidated and simplified to remove overlaps.
- Revisions are made to enhance clarity of the meaning of the provisions.
- There are certain practices or requirements currently implemented by us with respect to our provision of services, accounts or products which may be applicable to you but are not expressly specified in an Existing Document. Provisions reflecting these practices or requirements are consolidated in a Plain Language Document to make them easier to read and understand.

B. New or amended provisions in the Plain Language Documents

1. General Terms and Conditions, Account Rules and Conditions of Lease of Safe Deposit Locker

- a revised provision in each of the Plain Language Documents below, clarifying that we may vary, suspend or withdraw any services (including not accepting a deposit) at any time:
 - General Terms and Conditions (Clause 1.2(b) of Part A)
 - Time Deposits — General Terms and Conditions (Clause 1(f) of Part A)
 - Hong Kong Dollar Savings Account Rules (Clause 5(b) of Part A)
 - Hong Kong Dollar Statement Savings Account Rules (Clause 5(b) of Part A)
 - Account Rules for Hong Kong Dollar Statement Savings Account for Children (Clause 5(b))
 - CombiNations Savings Account Rules (Clause 5(b) of Part A)
 - CombiNations Statement Savings Account Rules (Clause 5(b) of Part A)
 - US Dollar Savings Account Rules (Clause 5(b) of Part A)
 - Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account and Renminbi Savings Account (for Designated Business Customer)) (Clause 5(b) of Part A)

- a new provision in Clause 1.3.5 of Part A of the General Terms and Conditions to the effect that (i) we have the right (A) not to act on any instruction if such instruction is not given to us in such form or means accepted by us from time to time and (B) to accept or refuse any instruction or to prescribe any condition for accepting an instruction without giving any reason, and (ii) we are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result;
- a revised provision in each of the Plain Language Documents below, clarifying that (i) where the applicable regulatory requirements do not require us to provide statements for an Account, we may provide Account Statement at our discretion if we consider appropriate whether or not you have opted not to receive Account Statement; and (ii) subject to the above, if the Account comes with Account Statements, we will provide you with Account Statements monthly, unless you request otherwise:
 - General Terms and Conditions (Clause 1.5.1 of Part A)
 - Hong Kong Dollar Statement Savings Account Rules (Clause 4(a) of Part A)
 - Account Rules for Hong Kong Dollar Statement Savings Account for Children (Clause 4(a))
 - CombiNations Statement Savings Account Rules (Clause 4(a) of Part A)
 - Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account and Renminbi Savings Account (for Designated Business Customer)) (Clause 4(a) of Part A)
 - Renminbi Current Account Rules (Clause 4(a))

- a new provision in Clause 1.6.1(f) of Part A of the General Terms and Conditions to the effect that any notice under the General Terms and Conditions to all of the joint account holders will be considered as effective notification to all of the joint account holders;
- a new provision in Clause 1.6.1(g) of Part A of the General Terms and Conditions authorising us to disclose, without further consent, to any joint account holder of an Account (i) any information about the Account relating to any period before or after the Account is maintained in joint names and (ii) any personal data or other information relating to or provided by any of the joint account holders;
- a revised termination provision in Clause 1.8.1(b) of Part A of the General Terms and Conditions clarifying that we may terminate with or without giving you notice or reason (i) all or any part of the Services, or (ii) an Account;

- a revised provision in Clause 1.9.2(a) of Part A of the General Terms and Conditions clarifying that we are entitled to debit any amount payable by you to us (including any fees, expenses or interest) from any Account, irrespective of whether there are sufficient available funds, overdraft or other facilities in such Account;
- a new provision in Clause 1.11.3 of Part A of the General Terms and Conditions allowing us not to act on any communication from you if such communication is not given to us in such form or means accepted by us and we are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result;
- a new provision in Clause 1.12 of Part A of the General Terms and Conditions to the effect that (i) we will give you notice of a variation that is applicable to you by way of display at our premises or in any other manner we consider appropriate; and (ii) we have no obligation to notify you of any variation that is not applicable to you;

- the indemnity provisions in Clauses 1.14.1, 3.1.3(d) and (e) and 3.2.3 of Part A of the General Terms and Conditions have been aligned to cover (i) us and our agents, nominees, officers and employees and the officers and employees of our agents or nominees, (ii) restrict our liability for negligence (or gross negligence, as applicable) or willful default to direct and foreseeable losses arising solely and directly from it and (iii) provide that the indemnity will remain in effect after termination of the services, accounts of the General Terms and Conditions;

- a revised provision in each of the Plain Language Documents below, allowing us to charge fees for closing a deposit account within such period after the account opening date as specified by us from time to time:
 - General Terms and Conditions (Clause 1.15.1 of Part A)
 - Time Deposits — General Terms and Conditions (Clause 1(c) of Part A)
 - Hong Kong Dollar Savings Account Rules (Clause 2(a)(i) of Part A)
 - Hong Kong Dollar Statement Savings Account Rules (Clause 2(a)(i) of Part A)
 - Account Rules for Hong Kong Dollar Statement Savings Account for Children (Clause 2(a)(i))
 - CombiNations Savings Account Rules (Clause 2(a)(i) of Part A)
 - CombiNations Statement Savings Account Rules (Clause 2(a)(i) of Part A)
 - US Dollar Savings Account Rules (Clause 2(a)(i) of Part A)
 - Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account and Renminbi Savings Account (for Designated Business Customer)) (Clause 2(a)(i) of Part A)
 - Renminbi Current Account Rules (Clause 2(a)(i))

- Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account) and Renminbi Savings Account (for Designated Business Customer)) (Clause 2(a)(i) of Part A)
- Renminbi Current Account Rules (Clause 2(a)(i))
- a revised provision in Clause 1.15.4 of Part A of the General Terms and Conditions allowing us (i) to accept from any manager, stockbroker, underwriter or any other person (whether or not a member of the HSBC Group) any rebate or payment of brokerage, commission, fee, incentive, discount or other benefits arising out of or in connection with the provision of the Services, including any amount payable to us in respect of a transaction involving the purchase or sale of any securities or other assets for you; and (ii) to retain such amounts for our own account and benefit absolutely;

- (applicable to Savings Accounts and Hong Kong dollar, US dollar or Renminbi Current Accounts only) a new provision in Clause 1.15.8 of Part A of the General Terms and Conditions to the effect that if you give us instruction to pay or withdraw from your Account (i) where there are insufficient funds in your Account and (ii) which, if executed by us, would cause your Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and may (i) refuse your request and that instruction and impose a service charge for considering and refusing your request, or (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis and we may charge an arrangement fee for the overdraft or the increase;
- a new provision in Clause 2.4.1(p) of Part A of the General Terms and Conditions to the effect that whilst we will endeavour to communicate to the beneficiary bank any payment condition you specify in a TT or RTGS instruction, we have no obligation to check or verify the satisfaction of such condition before effecting payment. You irrevocably authorise us to effect payment at your own risk;
- a new provision in Clause 2.4.1(q) of Part A of the General Terms and Conditions to the effect that we are unable to verify beneficiary account information and the verification procedures adopted by the beneficiary bank may vary in different countries. You should ensure that the beneficiary account information provided to us is correct and complete;
- a new provision in Clause 2.4.1(r) of Part A of the General Terms and Conditions to the effect that whilst we will endeavour to communicate to the correspondent or beneficiary bank any message to the beneficiary or beneficiary bank you specify in a TT or RTGS instruction, whether the correspondent or beneficiary bank will communicate or act on such message is beyond our control. We are not liable for any loss arising from or in connection with the correspondent or beneficiary bank's failure to communicate or act on such message;

- revised provision in Clauses 1.16.1, 1.16.2 and 1.16.3 of Part A of the General Terms and Conditions to the effect that the provisions below are extended to apply to personal accounts:
 - you will notify us of any change of your directors, shareholders, partners, controllers, legal status or constitutional documents;
 - where you or any of your shareholders (whether direct or indirect, legal or beneficial) are a company incorporated in a jurisdiction that permits the issuance of bearer shares, you confirm and agree that (A) neither you nor any such shareholder has issued any bearer shares and (B) if you or any of your shareholders issue or convert any of your or such shareholder's shares to bearer form, you or your shareholder will notify us promptly; and
 - where you are a company incorporated in Hong Kong or registered as a non-Hong Kong company in Hong Kong, we have the right to conduct search on you at the Companies Registry. If there is any discrepancy between any search result and any information provided by you, we have the right to take necessary action. Such action may include (A) not opening an Account for you, or (B) if you have already opened an Account with us, requiring rectification of such discrepancy or limiting the use of, suspending or terminating the Account or any Services;

- a revised provision in each of the Plain English Documents below, to the effect that (i) before carrying out a currency conversion transaction, we may require you to provide information or documentation to prove that such transaction is in compliance with all Applicable Regulations, and (ii) we have the right to refuse to carry out a currency conversion transaction if we are not satisfied with the information or documentation provided by you:
 - General Terms and Conditions (Clause 1.17.2 of Part A)
 - Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account and Renminbi Savings Account (for Designated Business Customer)) (Clause 5(h) of Part A)
 - Renminbi Current Account Rules (Clause 5(o))

- a new provision in Clause 1.17.4 of Part A of the General Terms and Conditions allowing us to collect, store and analyse recordings of your voice to generate a "voice print" that is unique to you. We may use such voice print to identify you when you call us;
- a new provision in Clause 1.17.9 of Part A of the General Terms and Conditions clarifying that the remuneration for sales staff is determined based on the staff's overall performance with reference to a wide range of factors and is not determined solely on financial performance of the staff;

- a revised provision in Clause 1.17.13 of Part A of the General Terms and Conditions to the effect that (i) you represent and confirm that neither (1) you, (2) any of your subsidiaries nor (3) any of your directors, officers, employees, agents or affiliates or that of any of your subsidiaries is an individual or entity ("Person") that is, or is owned or controlled by Persons that are the subject of any Sanctions, or located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, and (ii) you agree that you will not use the funds in any account or any financing provided by us, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person (1) to fund any activities or business of or with

any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (2) in any other manner that would result in a violation of Sanctions by any Person;

- a revised provision in Clause 2.1.3 of Part A of the General Terms and Conditions to the effect that if you issue a cheque (i) where there are insufficient funds in your Current Account and (ii) which, if honoured by us, would cause your Current Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and may (i) refuse your request, return that cheque and impose a service charge for considering and refusing your request, or (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis and we may charge an arrangement fee for the overdraft or the increase;

- a new provision in Clause 2.4.1(p) of Part A of the General Terms and Conditions to the effect that whilst we will endeavour to communicate to the beneficiary bank any payment condition you specify in a TT or RTGS instruction, we have no obligation to check or verify the satisfaction of such condition before effecting payment. You irrevocably authorise us to effect payment at your own risk;
- a new provision in Clause 2.4.1(q) of Part A of the General Terms and Conditions to the effect that we are unable to verify beneficiary account information and the verification procedures adopted by the beneficiary bank may vary in different countries. You should ensure that the beneficiary account information provided to us is correct and complete;
- a new provision in Clause 2.4.1(r) of Part A of the General Terms and Conditions to the effect that whilst we will endeavour to communicate to the correspondent or beneficiary bank any message to the beneficiary or beneficiary bank you specify in a TT or RTGS instruction, whether the correspondent or beneficiary bank will communicate or act on such message is beyond our control. We are not liable for any loss arising from or in connection with the correspondent or beneficiary bank's failure to communicate or act on such message;
- a revised provision in each of the Plain Language Documents below, allowing us to close an account if it has a zero balance for a period of time as set by us from time to time or remains inactive for a period of time as set by us from time to time:
 - General Terms and Conditions (Clause 2.9 of Part A)
 - Time Deposits — General Terms and Conditions (Clause 5 of Part A)
 - Hong Kong Dollar Savings Account Rules (Clause 6(c) of Part A)
 - Hong Kong Dollar Statement Savings Account Rules (Clause 6(c)) of Part A
 - Account Rules for Hong Kong Dollar Statement Savings Account for Children (Clause 6(c))
 - CombiNations Savings Account Rules (Clause 6(c) of Part A)
 - CombiNations Statement Savings Account Rules (Clause 6(c) of Part A)
 - US Dollar Savings Account Rules (Clause 6(c) of Part A)
 - Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account and Renminbi Savings Account (for Designated Business Customer)) (Clause 6(c) of Part A)
 - Renminbi Current Account Rules (Clause 6(c))

- new provisions in Clauses 3.1.1(b) and 3.1.2(a) of Part A of the General Terms and Conditions providing that in relation to the Phone Banking service, you have to confirm that each Debit Accountholder (i) has authorised such customer to debit the Debit Account and accepted the provisions of Clause 3.1 of Part A of the General Terms and Conditions and (ii) has agreed to be bound by the Telephone Instructions;
- where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on any deposit account governed by the General Terms and Conditions and/or the relevant Plain Language Document that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit any of the accounts maintained by you with us for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant account. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify;

- new provisions in each of the Plain Language Documents below, to the effect that:
 - where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on any deposit account governed by the General Terms and Conditions and/or the relevant Plain Language Document that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit any of the accounts maintained by you with us for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant account. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify;
 - negative interest (if any) on the relevant account accrues on a daily basis on the credit balance in the relevant account at the interest rate specified by us at our discretion;

- a revised provision in Clause 3(e) of Part A of the Time Deposits — General Terms and Conditions allowing us the right unilaterally to cease to act on an automatic renewal instruction at any time after having accepted the instruction without giving reason;
- a new provision in Clause 1(a) — (e) of Part B1 of the Time Deposits — General Terms and Conditions to the effect that:
 - where negative interest rate applies to any currency, we have the right to impose negative interest on principal amounts of any time deposit that are denominated in such currency. Where negative interest becomes payable by you to us, we are entitled on a Business Day to deduct from the principal amount of such time deposit or to debit any other accounts maintained by you with us for the amount of negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant account. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify;
 - negative interest (if any) accrues on a daily basis on the principal amount at the interest rate specified by us at our discretion up to the day prior to its maturity date and is payable on the maturity date;
 - notwithstanding Clause 1(c)(i) of Part B1 of the Time Deposits — General Terms and Conditions, negative interest (if any) accrued on a time deposit for a term of eighteen (18) months or more is payable by you at the end of each calendar half-year, and we have the right to set or vary without prior notice from time to time any minimum amount or term of deposit to which Clause 1(c)(i) of Part B1 of the Time Deposits — General Terms and Conditions applies and the date of paying negative interest;
 - negative interest (if any) accrues on a time deposit that is a call deposit on a daily basis at our prevailing interest rate at the end of each day except that interest for the day on which the call deposit is made with us accrues at the interest rate set out in the deposit confirmation; and
 - without limiting or reducing our rights under Clause 3(a) of Part A of the Time Deposits — General Terms and Conditions, if we repay any part of a time deposit before its maturity date at your request, you are not required to pay to us the interest on the time deposit;

- a new provision allowing us to close an account if it has a zero balance for a period as set by us from time to time or remains inactive for a period as set by us from time to time:
 - Super Ease Account Terms and Conditions (Clauses 2.12 and 13.5)
 - University Student Account Terms and Conditions (Clauses 14 and 15)

- negative interest (if any) is payable by you to us and will become a debit entry to the relevant account at the end of (A) each calendar month or (B) each calendar half-year (or at such other interval as we may set from time to time);
- where the relevant account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure; and
- we have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the relevant account falls below the minimum set by us;
 - General Terms and Conditions (Clauses 1.1 to 1.4 of Part B1)
 - Hong Kong Dollar Savings Account Rules (Clauses 1(a) — (d) of Part B1)
 - Hong Kong Dollar Statement Savings Account Rules (Clauses 1(a) — (d) of Part B1)
 - Account Rules for Hong Kong Dollar Statement Savings Account for Children (Clauses 2(d), 3(a) — (c))
 - CombiNations Savings Account Rules (Clauses 1(a) — (d) of Part B1)
 - CombiNations Statement Savings Account Rules (Clauses 1(a) — (d) of Part B1)
 - US Dollar Savings Account Rules (Clauses 1(a) — (d) of Part B1)
 - Renminbi Savings Account Rules (For Personal Renminbi Savings Account, Renminbi Trade Settlement Savings Account and Renminbi Savings Account (for Designated Business Customer)) (Clauses 1(a) — (d) of Part B1)

- a revised limitation of liability provision in each of the Plain Language Documents below clarifying that our liability is restricted to direct and reasonably foreseeable losses arising solely and directly from our negligence or willful default:
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.1)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.1)
- a revised indemnity provision in each of the Plain Language Documents below clarifying that (A) the indemnity covers (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees and (B) our liability for negligence or willful default is restricted to direct and reasonably foreseeable losses arising solely and directly from it.
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.2)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.2)

- a revised indemnity provision in each of the Plain Language Documents below clarifying that (A) the indemnity covers (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees and (B) our liability for negligence or willful default is restricted to direct and reasonably foreseeable losses arising solely and directly from it.
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.2)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.2)

- a revised indemnity provision in each of the Plain Language Documents below clarifying that (A) the indemnity covers (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees and (B) our liability for negligence or willful default is restricted to direct and reasonably foreseeable losses arising solely and directly from it.
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.2)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.2)

- negative interest (if any) accrues on a daily basis on the principal amount at the interest rate specified by us at our discretion up to the day prior to its maturity date and is payable on the maturity date;
- notwithstanding Clause 1(c)(i) of Part B1 of the Time Deposits — General Terms and Conditions, negative interest (if any) accrued on a time deposit for a term of eighteen (18) months or more is payable by you at the end of each calendar half-year, and we have the right to set or vary without prior notice from time to time any minimum amount or term of deposit to which Clause 1(c)(i) of Part B1 of the Time Deposits — General Terms and Conditions applies and the date of paying negative interest;
- negative interest (if any) accrues on a time deposit that is a call deposit on a daily basis at our prevailing interest rate at the end of each day except that interest for the day on which the call deposit is made with us accrues at the interest rate set out in the deposit confirmation; and
- without limiting or reducing our rights under Clause 3(a) of Part A of the Time Deposits — General Terms and Conditions, if we repay any part of a time deposit before its maturity date at your request, you are not required to pay to us the interest on the time deposit;

- a new provision allowing us to close an account if it has a zero balance for a period as set by us from time to time or remains inactive for a period as set by us from time to time:
 - Super Ease Account Terms and Conditions (Clause 2.24)
 - University Student Account Terms and Conditions (Clause 25)
- a new provision allowing us to charge fees for closing a deposit account within such period after the account opening date as specified by us from time to time:
 - Super Ease Account Terms and Conditions (Clause 2.27)
 - University Student Account Terms and Conditions (Clause 23)

- (applicable to personal account holders who entered into the Conditions of Lease of Safe Deposit Locker (Individual/Joint Lessees) on or after 18 December 2004 only) a revised provision in each of the Plain Language Documents below, restricting our liability for negligence or willful default to loss and damage arising solely (in addition to directly) from such negligence or willful default:
 - Conditions of Lease of Safe Deposit Locker (Individual) (Clause 19)
 - Conditions of Lease of Safe Deposit Locker (Joint Lessees) (Clause 2.27)

requiring you to give us notice in writing of at least one month or such other period as specified by us from time to time before the expiration of the current term if you do not intend to renew the Lease:

- Conditions of Lease of Safe Deposit Locker (Individual) (Clause 22)
 - Conditions of Lease of Safe Deposit Locker (Joint Lessees) (Clause 25)
- (dd) (applicable to personal account holders who entered into the Conditions of Lease of Safe Deposit Locker (Individual/Joint Lessees) on or after 18 December 2004 only) a revised provision in Clause 7 of the Conditions of Lease of Safe Deposit Locker (Individual) to the effect that you agree to indemnify us for any claim which may be made against us for permitting access to the Safe Deposit Locker in accordance with Clause 7(a) to (c), to bring it in line with the corresponding indemnity provision in Clause 9 of the Conditions of Lease of Safe Deposit Locker (Joint Lessees)

2. Terms and Conditions for Forex/RMB Switching Service (For HK Dollar Statement Savings Account, CombiNations Statement Savings Account and Renminbi (RMB) Savings Account)

- A revised limitation of liability provision in each of the Plain Language Documents below clarifying that our liability is restricted to direct and reasonably foreseeable losses arising solely and directly from our negligence or willful default:
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.1)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.1)
- A revised indemnity provision in each of the Plain Language Documents below clarifying that (A) the indemnity covers (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees and (B) our liability for negligence or willful default is restricted to direct and reasonably foreseeable losses arising solely and directly from it.
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.2)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.2)

- a revised indemnity provision in each of the Plain Language Documents below clarifying that (A) the indemnity covers (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees and (B) our liability for negligence or willful default is restricted to direct and reasonably foreseeable losses arising solely and directly from it.
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account, CombiNations Statement Savings Account and RMB Savings Account) (Clause 5.2)
 - Terms and Conditions for Forex/RMB Switching Service (For HKD Statement Savings Account and Instructions set up on or before 26 March 2011) (Clause 5.2)

II. Summary of changes on Super Ease Account Terms and Conditions and University Student Account Terms and Conditions

With effect from the effective date, various amendments will be introduced to the Super Ease Account Terms and Conditions and the University Student Account Terms and Conditions as set out below:

- A new provision added to Clause 2.1 of the Super Ease Account Terms and Conditions to the effect that (i) we have the right (A) not to act on any instruction if such instruction is not given to us in such form or means accepted by us from time to time and (B) to accept or refuse any instruction or to prescribe any condition for accepting an instruction without giving any reason, and (ii) we are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result.
- A new provision allowing us to impose negative interest on credit balances on any deposit account that are denominated in a currency to which a negative interest rate applies, and to debit any account for the purpose of settling such negative interest. At the same time, interest may be varied by us from time to time at our discretion and will be calculated on a daily basis, (unless otherwise specified by us) at our prevailing Hong Kong Dollar Savings Account rate.
 - Super Ease Account Terms and Conditions (Clauses 2.12 and 13.5)
 - University Student Account Terms and Conditions (Clauses 14 and 15)

- A new provision allowing us to close an account if it has a zero balance for a period as set by us from time to time or remains inactive for a period as set by us from time to time:
 - Super Ease Account Terms and Conditions (Clause 2.24)
 - University Student Account Terms and Conditions (Clause 25)
- A new provision allowing us to charge fees for closing a deposit account within such period after the account opening date as specified by us from time to time:
 - Super Ease Account Terms and Conditions (Clause 2.27)
 - University Student Account Terms and Conditions (Clause 23)

- (applicable to personal account holders who entered into the Conditions of Lease of Safe Deposit Locker (Individual/Joint Lessees) on or after 18 December 2004 only) a revised provision in each of the Plain Language Documents below, restricting our liability for negligence or willful default to loss and damage arising solely (in addition to directly) from such negligence or willful default:
 - Conditions of Lease of Safe Deposit Locker (Individual) (Clause 19)
 - Conditions of Lease of Safe Deposit Locker (Joint Lessees) (Clause 2.27)

- A revised provision clarifying that we may vary, suspend or withdraw any services (including not accepting a deposit) relating to a deposit account at any time. We also have the right to suspend an account if you fail to settle any fees, charges or negative interest imposed by us.
 - Super Ease Account Terms and Conditions (Clauses 2.20 and 13.6)
 - University Student Account Terms and Conditions (Clause 24)
- A revised provision clarifying that we do not have to process any stop payment instruction received by us even if your account has not been debited when we receive the instruction. We may at our discretion process a stop payment instruction using commercially reasonable efforts. In that case, we will notify you whether we have successfully executed the stop payment instruction as soon as reasonably practicable.
 - Super Ease Account Terms and Conditions (Clauses 2.23(o))

- A new provision to the effect that if you give us instruction to pay or withdraw from your account (i) where there are insufficient funds in your account and (ii) which, if executed by us, would cause your account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and may (i) refuse your request and that instruction and impose a service charge for considering and refusing your request, or (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis and we may charge an arrangement fee for the overdraft or the increase.
 - Super Ease Account Terms and Conditions (Clauses 2.16)
- a new provision in Clause 15.2 of Super Ease Account Terms and Conditions allowing us to collect, store and analyse recordings of your voice to generate a "voice print" that is unique to you. We may use such voice print to identify you when you call us.
 - University Student Account Terms and Conditions (Clause 26)

- A revised provision clarifying that no other person other than you and us will have any right to enforce the provision of the terms and conditions.
 - University Student Account Terms and Conditions (Clause 26)

Please note that:

- with respect to the amendments that give us the right to impose negative interest (set out in Section I, Part B, paragraph 1(y) and (aa); and under Section II, paragraph (b) above), we are currently not exercising this right. In the event we decide to impose negative interest, we will issue a separate prior notice;
- the above amendments shall be binding on you if you continue to use or retain the relevant account(s), product(s) and/or service(s) on or after 1 July 2016, and for ATM cards on or after 1 August 2016. You have the right to terminate the account(s), product(s) or service(s) before the respective effective dates in accordance with the relevant clauses under the relevant existing terms and conditions if you decline to accept the amendments. If you wish to terminate any of the account(s), product(s) or service(s), or should you have any queries, please contact us at our branches or call our customer service hotline for Personal Banking customers: (852) 2233 3000;
- with effect from the above respective effective dates, any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you in any manner or published by us which relate to any accounts, products or services governed by the Plain Language Documents, the revised Super Ease Account Terms and Conditions or the revised University Student Account Terms and Conditions should be read with reference to the above amendments. If there are any inconsistencies between (i) such materials or information and (ii) the revised terms and conditions, the latter will prevail; and
- the "General Terms and Conditions" was formerly known as the "General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)". Any reference to the "General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)" in any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you or published by us in any manner should be regarded as a reference to the "General Terms and Conditions" as amended from time to time.

- the "General Terms and Conditions" was formerly known as the "General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)". Any reference to the "General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)" in any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you or published by us in any manner should be regarded as a reference to the "General Terms and Conditions" as amended from time to time.

You can obtain copies of the amended terms and conditions by visiting HSBC website at <https://www.hsbc.com.hk/personal/form-centre.html> or any of our branches.

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

29 April 2016

Annex

A. Existing Documents

- General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)
- Time Deposits — General Terms



致個人戶持有人

一般條款及細則、存款戶口規則、保管箱租賃契約、自動櫃員機卡及外幣／人民幣轉存服務條款及細則、「萬用戶口」一般條款及「大學生」理財戶口章則條款的修改通知，由2016年7月1日起生效（自動櫃員機卡條款及細則由2016年8月1日起生效）

I. 淺白版本

滙豐一直致力改進及提升本行的銀行服務，以保障你的權益，及希望你更容易了解我們可以為你提供的銀行服務。為此，本行已將若干現有條款及細則以及戶口規則的內容及條文（各簡稱**現有版本**）更新為淺白版本（簡稱**淺白版本**）。所有淺白版本皆有中文及英文版本。如淺白版本中英文版有歧義，概以英文本為準。本通知附件載有現有版本及淺白版本的進一步資料供你參閱。

本通知A部分為淺白版本主要特點的摘要，而B部分則列出淺白版本內新增或經修訂的主要條文。請特別注意，一般條款及細則以及戶口規則（港幣結算兒童儲蓄戶口規則及人民幣往來戶口規則除外）的淺白版本內的條文已被重新編排並分為三部份，分別是甲部分、乙（一）部分和乙（二）部分。**作為個人戶口持有人，只有甲部分和乙（一）部分適用於你。**

淺白版本及現有版本的内容及條文除了B部分所述的事項外大致上相同，而在此基礎上，你的權責相對於本行將不會受到負面影響。

請仔細閱讀以下列出的內容，以確保你了解所有的變更，以及可能對你造成的影響。

A. 淺白版本主要特點的摘要（各淺白版本可能具有若干或所有主要特點）

- 重寫及重新編排淺白版本的條文，旨在使你更容易閱讀及明白。在若干情況下，淺白版本的某些部分或條款使用了更具描述性的標題。
- 合併及簡化相同或相關事宜的條文，以刪除重複的部分。
- 修訂條款文使其涵蓋更清晰。
- 現時實施有關提供服務、戶口或產品的若干常規或要求，可能適用於你，但在現有版本中未有明文指定。反映該等常規或要求的條文現已合併入淺白版本內，使該等條文更容易閱讀及明白。

B. 淺白版本內新增或已修訂的主要條文

1. 一般條款及細則、存款戶口規則及保管箱租賃契約

- 於下列各淺白版本中已修訂的條文，補充交待本行可隨時更改、暫停或撤銷任何服務（包括不接受存款）：
 - 一般條款及細則（甲部分第1.2(b)條）
 - 定期存款 — 一般條款及細則（甲部分第1(f)條）
 - 港幣儲蓄存款戶口規則（甲部分第5(b)條）
 - 港幣結單儲蓄戶口規則（甲部分第5(b)條）
 - 港幣結單兒童儲蓄戶口規則（第5(b)條）
 - 「外幣通」儲蓄存款戶口規則（甲部分第5(b)條）
 - 「外幣通」結單儲蓄戶口規則（甲部分第5(b)條）
 - 美元儲蓄存款戶口規則（甲部分第5(b)條）
 - 人民幣儲蓄戶口規則[適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（甲部分第5(b)條）

- 人民幣往來戶口規則（第5(c)條）

- 一般條款及細則甲部分第1.3.5條中新增條文，致使(i)本行有權(A)（如任何指示不是以本行不時接受的形式或方式向本行作出）不執行該指示，(B)接受或拒絕任何指示或在接受指示時附加任何條款而無須給予任何理由，(ii)而本行無須對你因而招致或蒙受的任何種類的任何損失、成本或損害負責；

- 於下列各淺白版本中已修訂的條文，補充交待(i)如適用監管要求並無要求本行就戶口提供條文，本行可酌情在本行認為適當的情況下提供戶口結單，不論你是否已選擇不接受戶口結單；及(ii)在受限於上述的前提下，如戶口提供戶口結單，除非你另有要求，否則本行會每月向你提供結單：

- 一般條款及細則（甲部分第1.5.1條）
- 港幣結單儲蓄戶口規則（甲部分第4(a)條）
- 港幣結單兒童儲蓄戶口規則（第4(a)條）
- 「外幣通」結單儲蓄戶口規則（甲部分第4(a)條）
- 人民幣儲蓄戶口規則適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（甲部分第4(a)條）
- 人民幣往來戶口規則（第4(a)條）

- 一般條款及細則甲部分第1.6.1(f)條中新增條文，致使在一般條款及細則下向任何聯名戶口持有人發出的任何通知即被視為向聯名戶口持有人全體發出的有效通知；

- 一般條款及細則甲部分第1.6.1(g)條中新增條文，授權本行無須得到進一步同意，亦可向戶口的任何聯名戶口持有人披露(ii)任何以聯名方式維持戶口之前或之後任何期間關於戶口的資料；及(iii)任何有關任何聯名戶口持有人的個人資料或其他資料，或由任何聯名戶口持有人提供的個人資料或其他資料；

- 一般條款及細則甲部分第1.8.1(b)條中已修訂的終止條文，補充交待本行可給予或不給予你通知或理由而(i)終止全部或任何部分服務，或(ii)終止戶口；

- 一般條款及細則甲部分第1.9.2(a)條中已修訂的條文，補充交待本行有權就你應向本行繳付的任何金額（包括任何費用、開支或利息），從任何戶口支賬，不論相關戶口是否有充足可用資金、可用透支或其他信貸；

- 一般條款及細則甲部分第1.11.3條中新增條文，如任何通訊不是以本行接受的形式或方式向本行作出，容許本行不按該通訊作出行動，而本行無須對你因而招致或蒙受的任何種類的任何損失、成本或損害負責；

- 一般條款及細則甲部分第1.12條中新增條文，致使(i)本行將在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知你適用於你的更改；及(ii)本行無責任就不適用於你的任何更改通知你；

- 調整一般條款及細則甲部分第1.14.1、3.1.3(d)及(e)及3.2.3條的彌償條文，使其一致涵蓋(i)本行、本行的代理及代名人及本行的職員及僱員及本行的代理或代名人的職員及僱員，(ii)限制直接及純因疏忽（或嚴重疏忽，按情況適用）或故意失責所引致的直接及合理可預見的損失；及(iii)訂明在服務、戶口或一般條款及細則終止後彌償仍繼續有效；

- 於下列各淺白版本中已修訂的條文，在存款戶口在開立日期後於本行不時指定的期間內被結束戶口的情況下，容許本行徵收費用：

- 一般條款及細則（甲部分第1.15.1條）
- 定期存款 — 一般條款及細則（甲部分第1(c)條）
- 港幣儲蓄存款戶口規則（甲部分第2(a)(i)條）
- 港幣結單儲蓄戶口規則（甲部分第2(a)(i)條）
- 美元儲蓄存款戶口規則（甲部分第2(a)(i)條）
- 人民幣儲蓄戶口規則[適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（甲部分第2(a)(i)條）

- 「外幣通」儲蓄存款戶口規則（甲部分第2(a)(i)條）
- 「外幣通」結單儲蓄戶口規則（甲部分第2(a)(i)條）
- 美元儲蓄存款戶口規則（甲部分第2(a)(i)條）
- 人民幣儲蓄戶口規則適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（甲部分第2(a)(i)條）
- 人民幣往來戶口規則（第2(a)(i)條）

- 一般條款及細則甲部分第1.15.4條中已修訂的條文，容許本行(i)接受就因或有關係提供服務而由任何經理人、證券經紀、包銷商或其他人士（不論是否滙豐集團成員）支付予本行的任何回扣、經紀佣金、佣金、費用、獎勵費、折扣或其他利益，包括涉及及代你購入或出售任何證券或其他資產的支付及支付予本行的任何金額；及(ii)為本行自身的絕對利益保留該等款項；

- （只適用於儲蓄戶口及港幣、美元或人民幣往來戶口）*一般條款及細則甲部分第1.15.8條中新增條文，致使如你向本行發出指示從你的戶口進行付款或提款(i)而你的戶口中並無足夠資金及(ii)如本行執行該指示，會導致你的戶口透支或超過現有透支限額，本行將視此為你從未經授權透支服務的非正式要求，而本行可(ii)拒絕你的要求及該指示並就考慮及拒絕你的要求徵收服務費；或(iii)同意的要求並向你提供透支服務或增加你的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費；

- 一般條款及細則甲部分第1.16.1、1.16.2及1.16.3條中已修訂的條文，致使下列條文會延展至適用於個人戶口：

- 你會就其董事、股東、合夥人、控制人、法律身份或章程文件的任何更改通知本行；
- 當你或你的任何股東（不論直接、間接、法律或實益股東）是於容許發行不記名股份的司法管轄區成立的公司，你確認及同意(A)你及該等股東均沒有發行任何不記名股份及(B)若你或任何你的股東發行不記名股份或其任何股份轉為不記名股份，你或該股東會立即通知本行；及
- 當你是於香港成立的公司或於香港註冊的非香港公司，本行有權在公司註冊處就你進行查冊。如任何查冊結果與你提供的任何資料有任何差異，本行有權採取所需行動。該等行動可包括(A)拒絕為你開立戶口，或(B)如你已在本行開立戶口，要求更正該等差異或限制使用、暫停或終止該戶口或任何服務；

- 於下列各淺白版本中已修訂的條文，致使(i)本行在執行貨幣折算交易前，有權要求你提供資料或文件以證明有關貨幣折算交易符合所有適用法規，及(ii)如你未能提供令本行滿意的資料或文件，本行有權拒絕執行貨幣折算交易：

- 一般條款及細則（甲部分第1.17.2條）
- 人民幣儲蓄戶口規則[適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（甲部分第5(h)條）
- 人民幣往來戶口規則（第5(o)條）

- 一般條款及細則甲部分第1.17.4條中新增條文，容許本行收集、儲存及分析你的話音紀錄，建立你獨有的「聲紋檔案」。當你致電本行時，本行可以此聲紋檔案識別你的身份；

- 一般條款及細則甲部分第1.17.9條中新增條文，補充交待銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定；

- 一般條款及細則甲部分第1.17.13條中已修訂的條文，致使(i)你表述及確認(1)你、(2)你任何子公司或(3)你任何董事、職員、僱員、代理或附屬公司或你任何子公司的董事、職員、僱員、代理或附屬公司均不是任何制裁的對象（不論個人或實體〔該人士〕），或位於、組織於或居住於制裁對象或其政府是制裁對象的國家或地區，亦不是由該人士所擁

有或控制，及(ii)你同意不會使用任何戶口內的資金或本行提供的任何融資，或將該等資金貸出、出資或以其他方式向任何子公司、聯營企業合夥人或其他該人士提供該等資金(1)為任何該人士的任何活動或業務或與該人士進行的任何活動或業務提供資金，或為在任何國家或地區內的任何活動或業務提供資金，而於提供該等資金時該人士、國家或地區或其政府是制裁對象或(2)以任何其他形式導致任何該人士違反制裁；

- 一般條款及細則甲部分第2.1.3條中已修訂的條文，致使如你簽發支票(i)而你的往來戶口中並無足夠資金及(ii)如本行兌現支票，會導致你的往來戶口透支或超過現有透支限額，本行將視此為你從未經授權透支服務的非正式要求，而本行可(i)拒絕你的要求，退回該支票並就考慮及拒絕你的要求徵收服務費；或(ii)同意的要求並向你提供透支服務或增加你的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算，而本行可就透支服務或增加限額徵收手續費；

- 一般條款及細則甲部分第2.4.1(p)條中新增條文，致使本行雖會盡力通知收款銀行你就電匯或跨行轉賬指示所指定的任何付款條件，但本行無責任在進行付款前核對或核實是否已經符合該條件。你不可撤銷地授權本行進行付款並由你自行承擔風險；

- 一般條款及細則甲部分第2.4.1(q)條中新增條文，指本行無法查證收款戶口的資料，而收款銀行採用的查證程序在不同國家可能有所不同。你應確保向本行提供的收款戶口資料屬正確及完整；

- 一般條款及細則甲部分第2.4.1(r)條中新增條文，致使本行雖會盡力通知代理銀行或收款銀行任何你於電匯或跨行轉賬指示中致所指定收款人或收款銀行的訊息，但至於代理銀行或收款銀行會否傳達該訊息或就該訊息採取行動，本行就此無控制權。本行概不負責就代理銀行或收款銀行未有傳達該訊息或就該訊息採取行動所引致或與之有關的任何損失；

- 於下列各淺白版本中已修訂的條文，容許本行結束在本行不時設定的期間內戶口結餘為零或無進支紀錄的戶口：

- 一般條款及細則（甲部分第2.9條）
- 定期存款 — 一般條款及細則（甲部分第5條）
- 港幣儲蓄存款戶口規則（甲部分第6(c)條）
- 港幣結單儲蓄戶口規則（甲部分第6(c)條）
- 港幣結單兒童儲蓄戶口規則（第6(c)條）
- 「外幣通」儲蓄存款戶口規則（甲部分第6(c)條）
- 「外幣通」結單儲蓄戶口規則（甲部分第6(c)條）
- 美元儲蓄存款戶口規則（甲部分第6(c)條）
- 人民幣儲蓄戶口規則[適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（甲部分第6(c)條）
- 人民幣往來戶口規則（第6(c)條）

- 一般條款及細則甲部分第3.1.1(b)及3.1.2(a)條中新增條文，規定就電話理財服務你須確認各支賬戶口持有人(i)已授權你從該支賬戶口支賬及接受一般條款及細則甲部分第3.1條的條文，並(ii)同意受該等電話指示約束；

- 於下列各淺白版本中新增條文，致使：

- 如負利息適用於任何貨幣，就受一般條款及細則及／或受相關淺白版本規管的該貨幣的任何戶口內的結餘，本行有權徵收負利息。如該利息應由你向本行繳付，本行有權從你在本行維持的任何戶口支賬以結算該負利息，不論相關戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，你有責任應本行要求連同任何費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所有欠款；

- 相關戶口的負利息（如有）以每日為基準在相關戶口內的結餘按本行不時酌情指定的利率累算；

- 負利息（如有）應由你向本行支付並會(A)每個月或(B)每半年結束後（或按本行可不時設定的其他時段）成為相關戶口的支賬的記項；

- 如在計息期內本行或你因任何原因結束相關戶口，負利息（如有）會累算至在結束戶口前的最後一個曆日；

- 本行有權不時設定或更改任何可累算負利息的最低結餘金額，而無須事先通知。如相關戶口內的結餘低於本行設定的最低結餘金額，相關戶口將不會累算該利息；

- 一般條款及細則（乙（一）部分第1.1至1.4條）
- 港幣儲蓄存款戶口規則（乙（一）部分第1(a)至(d)條）
- 港幣結單儲蓄戶口規則（乙（一）部分第1(a)至(d)條）
- 港幣結單兒童儲蓄戶口規則（第2(d)、3(a)至(c)條）
- 「外幣通」儲蓄存款戶口規則（乙（一）部分第1(a)至(d)條）
- 「外幣通」結單儲蓄戶口規則（乙（一）部分第1(a)至(d)條）
- 美元儲蓄存款戶口規則（乙（一）部分第1(a)至(d)條）
- 人民幣儲蓄戶口規則[適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]（乙（一）部分第1(a)至(d)條）

- 定期存款 — 一般條款及細則甲部分第3(e)條中已修訂的條文，容許本行即使已接受自動續存指示，亦有權隨時單方面停止執行該指示，而無須給予理由；

- 定期存款 — 一般條款及細則乙（一）部分第1(a)至(e)條中新增條文，致使：

- 如負利息適用於任何貨幣，本行有權就該貨幣的任何定期存款本金金額徵收負利息。如負利息應由你向本行繳付，本行有權在營業日從該定期存款的本金金額扣減或從你於本行維持的任何其他戶口支取負利息金額，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，你有責任應本行要求連同任何累算費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所欠金額；

- 相關戶口的負利息（如有）以每日為基準在本本金額按本行不時酌情指定的利率累算至定期存款到期日的前一日為止，並會在到期日支付；

- 儘管定期存款 — 一般條款及細則乙（一）部分第1(c)(ii)條的規定，存款期十八(18)個月或以上的定期存款會每半年結束後由你支付一次累算負利息（如有）。本行有權不時設定或更改定期存款—一般條款及細則乙（一）部分第1(c)(iii)條適用的最低存款金額或存款期，及支付負利息的日期；

- 通知存款的負利息（如有）按每日完結時本行當時的利率每日累算，但新造通知存款當日的利息則按截至存款單上的利率累算；及

- 在不限制或削弱本行於定期存款—一般條款及細則甲部分第3(a)條下權利的情况下，如本行按你的要求在定期存款到期日前向你支付任何部分存款，你無須就定期存款向本行支付利息。

- （只適用於在2004年12月18日或之後已訂立保管箱租賃契約（個人／聯名承租人）的個人戶口持有人）*於下列各淺白版本中已修訂的條文把本行的責任限制修訂為直接及純因本行的疏忽或故意失責引致的損失及損害：

- 保管箱租賃契約（個人）（第19條）
- 保管箱租賃契約（聯名承租人）（第22條）

- （只適用於在2004年12月18日或之後已訂立保管箱租賃契約（個人／聯名承租人）的個人戶口持有人）*於下列各淺白版本中已修訂的條文，要求你如無意為租約續期，須在當前租期到期前給予本行最少一個月或本行不時指定其他時段的書面通知：

- 保管箱租賃契約（個人）（第22條）
- 保管箱租賃契約（聯名承租人）（第25條）

- （只適用於在2004年12月18日或之後已訂立保管箱租賃契約（個人／聯名承租人）的個人戶口持有人）*保管箱租賃契約（個人）第7條中已修訂的條文，就本行按第7(a)至(c)條容許使用保管箱而引致對本行提出的任何索償，你同意對本行作出彌償，以和保管箱租賃契約（聯名承租人）第9條中的相應彌償條文一致

2. 外幣／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口）

- 於下列各淺白版本中已修訂的責任限制條文，補充交待本行只會就直接及純粹因其疏忽或故意失責所引致的直接及合理可預見的損失負責：

- 外幣／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口）（第5.1條）

- 外幣／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口及指示設立於2011年3月26日或之前）（第5.1條）

- 於下列各淺白版本中已修訂的彌償條文，補充交待(A) 彌償涵蓋(i)本行、(ii)本行的代理及代名人、(iii)本行的職員及僱員及本行的代理或代名人的職員及僱員，及(B)本行只會就直接及純粹因其疏忽或故意失責所引致的直接及合理可預見的損失負責：

- 外幣／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口）（第5.2條）
- 外幣／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口及指示設立於2011年3月26日或之前）（第5.2條）

II. 「萬用戶口」一般條款及「大學生」理財戶口章則條款的修改條文

由生效日起，「萬用戶口」一般條款及「大學生」理財戶口章則條款將會被修改，修改條文如下：

- 「萬用戶口」一般條款第2.1條中新增條文，致使(i)本行有權(A)（如任何指示不是以本行不時接受的形式或方式向本行作出）不執行該指示，(B)接受或拒絕任何指示或在接受指示時附加任何條款而無須給予任何理由，(ii)而本行無須對你因而招致或蒙受的任何種類的任何損失、成本或損害負責；

- 下列已新增條文容許本行於存款戶口內的結餘徵收負利息（如負利息適用於該戶口貨幣），並從任何戶口支賬以結算該負利息。本行亦有權不時自行決定更改利率，（除非本行另行指定）利息將按照本行當行的港元儲蓄戶口息率按戶口的結餘額每日計算：

- 「萬用戶口」一般條款第2.12及13.5條
- 「大學生」理財戶口章則條款第14及15條

- 下列已新增條文容許本行結束在本行不時設定的期間內戶口結餘為零或無進支紀錄的戶口：

- 「萬用戶口」一般條款第2.24條
- 「大學生」理財戶口章則條款第25條

- 如存款戶口在開立日期後於本行不時指定的期間內被結束戶口，下列已新增的條文容許本行徵收費用：

- 「萬用戶口」一般條款第2.27條

- 「大學生」理財戶口章則條款第23條

- 下列已修訂條款更清楚地說明本行可隨時更改、暫停或撤銷任何服務（包括不接受存款）。如你未繳付任何應付的收費或負利息，本行將保留權利暫停戶口：

- 「萬用戶口」一般條款第2.20及13.6條
- 「大學生」理財戶口章則條款第24條

- 下列已修訂條更清楚說明即使在收到任何止付指示時你的戶口仍未被支賬，本行亦可無須處理本行收到的止付指示。本行可酌情在合理的商業情況下處理止付指示。在該情況下，本行會在合理可行的情況下盡快通知你本行是否已成功執行止付指示：

- 「萬用戶口」一般條款第2.23(o)條

- 下列已新增條文致使如你向本行發出指示從你的戶口進行付款或提款(i)而你的戶口中並無足夠資金及(ii)如本行執行該指示，會導致你的戶口透支或超過現有透支限額，本行將視此為你從未經授權透支服務的非正式要求，而本行可(ii)拒絕你的要求及該指示並就考慮及拒絕你的要求徵收服務費；或(iii)同意的要求並向你提供透支服務或增加你的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費；

- 「萬用戶口」一般條款第2.16條

- 「萬用戶口」一般條款第15.2條中新增條文，容許本行收集、儲存及分析你的話音紀錄，建立你獨有的「聲紋檔案」。當你致電本行時，本行可以此聲紋檔案識別你的身份；

- 下列已新增條文說明除戶口持有人外，並無其他人士有權強制執行一般條款或章則條款的條文：

- 「大學生」理財戶口章則條款第26條

請注意：

- 關於本行有權徵收負利息的修訂（在上述I部份B1(y)及(aa)段及II部份(b)段列出），本行現時沒有行使這項權力。如果本行決定徵收負利息，本行會另外發出事先通知；

- 如你在2016年7月1日或之後繼續使用或保留相關戶口、產品或服務，或在2016年8月1日或之後繼續使用或保留自動櫃員機卡，則你將受以上修改條款約束。如你拒絕接受以上的修改條款，你有權在相關生效日之前根據所屬的原有條款或規則中列明的有關條款終止有關戶口、產品或服務。如希望終止戶口、產品或服務，或有任何疑問，請前往分行或致電以下個人理財客戶服務熱線與本行聯絡：(852) 2233 3000；

- 在上述相關生效日起，你在參閱本行發行或以任何其他方式向你提供有關於淺白版本、「萬用戶口」一般條款或「大學生」理財戶口章則條款之修訂版本所覆蓋之相關戶口、產品或服務之任何材料或資料（包括表格、資料概要、產品資料、客戶通訊、市場及推廣材料中所載資料）時，需同時參考以上修訂。如(i)該等材料或資料與(ii)以上修訂版本有任何不一致，概以修訂版本為準；及

- 「一般條款及細則」前稱為「一般條款及細則（個人獨立戶口、聯名戶口及商業戶口持有人適用）」。在本行以任何形式向你提供或由本行公布的任何材料或資料中（包括表格、資料概要、產品資料、客戶通訊、市場及推廣材料），任何「一般條款及細則（個人獨立戶口、聯名戶口及商業戶口持有人適用）」的提述應作為對「一般條款及細則」(可經不時修改)的提述。

你亦可瀏覽以下滙豐網站或前往分行以索取以上條款及細則之修訂版本：https://www.hsbc.com.hk/zh-hk/personal/form-centre.html 。

本通知中英文版本如有歧義，概以英文本為準。

2016年4月29日

附件

A. 現有版本：

- 一般條款及細則（個人獨立戶口、聯名戶口及商業戶口持有人適用）
- 定期存款 — 一般條款
- 港元儲蓄存款規則
- 港元結單儲蓄戶口規則
- 港元結單兒童儲蓄戶口規則
- 「外幣通」儲蓄存款規則
- 「外幣通」結單儲蓄戶口規則
- 美元儲蓄存款規則
- 人民幣儲蓄戶口規則[適用於「私人」人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]
- 人民幣往來戶口規則
- 電匯（匯入）申請章則條款
- 保管箱租賃契約（個人戶口）
- 保管箱租賃契約（聯名戶口）
- 自動櫃員機卡章則條款
- 外幣／人民幣轉存服務條款（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口）
- 外幣轉存服務／人民幣轉存服務條款（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口及指示設立於2011年3月26日或之前）

B. 淺白版本：

- 一般條款及細則
- 定期存款 — 一般條款及細則
- 港幣儲蓄存款戶口規則
- 港幣結單儲蓄戶口規則
- 港幣結單兒童儲蓄戶口規則
- 外幣通儲蓄存款戶口規則
- 外幣通結單儲蓄戶口規則
- 美元儲蓄存款戶口規則
- 人民幣儲蓄戶口規則[適用於個人人民幣儲蓄戶口、人民幣貿易結算儲蓄戶口及人民幣儲蓄戶口（指定商戶適用）]
- 人民幣往來戶口規則
- 電匯（匯入）申請條款及細則
- 保管箱租賃契約（個人）
- 保管箱租賃契約（聯名承租人）
- 自動櫃員機卡條款及細則
- 外幣轉存服務／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、「外幣通」結單儲蓄戶口及人民幣儲蓄戶口）
- 外幣轉存服務／人民幣轉存服務條款及細則（用於港元結單儲蓄戶口、外幣通結單儲蓄戶口及人民幣儲蓄戶口及指示設立於2011年3月26日或之前）



由香港上海滙豐銀行有限公司刊發