



Notice of Changes to Client Terms and General Account Terms

With effect from 30 June 2024 (“**Effective Date**”), the Client Terms and General Account Terms¹ of Standard Chartered Bank (Hong Kong) Limited (the “**Bank**”) shall be revised as set out below. New contents are underlined and removed contents are marked with strikethrough lines.

Clause in Client Terms	Clause in General Account Terms	Changes to the Terms and Conditions
21 - Payments - generally	7 - Instructions	<p><i>Clause 21.18 will be added to the Client Terms and clause 7.8 will be added to the General Account Terms. Both clauses are the same except numbering “21.18” in the Client Terms be changed to “7.8” in the General Account Terms so we only set out clause 21.18 of the Client Terms below to avoid duplication.</i></p> <p><u>Alerts and Money Transfers</u></p> <p><u>21.18</u> <u>Without prejudice to the above clause relating to Scameter, these clauses apply to the Alerts and the Money Transfers as defined below. If there is any inconsistency between these clauses and the other terms and conditions, these clauses will prevail insofar as the Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which these clauses come in effect, you confirm that you have accepted and will be bound by these clauses.</u></p> <p><u>(a) In these clauses:</u></p> <p><u>“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.</u></p> <p><u>“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.</u></p> <p><u>“Money Transfer” means a transfer of money by you through the Bank via any channel or means or in any currency determined by the Bank from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by you to the Bank to make a Money Transfer.</u></p> <p><u>(b) Reason for sending Alerts</u></p> <p><u>The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.</u></p> <p><u>(c) The Bank’s role, responsibilities and restriction of liability</u></p> <p><u>The Bank:</u></p> <p><u>(i) does not control the management, operation or any other aspect of the Anti-fraud Databases;</u></p> <p><u>(ii) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and</u></p> <p><u>(iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.</u></p>

¹ Terms and Conditions for accounts effective before 25 February 2009

Clause in Client Terms	Clause in General Account Terms	Changes to the Terms and Conditions
21 - Payments - generally	7 - Instructions	<p><u>Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. The Bank's records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.</u></p> <p>(d) <u>The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to you by electronic or other means.</u></p> <p>(e) <u>The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.</u></p> <p>(f) <u>The Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents.</u></p> <p>(g) <u>In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).</u></p> <p>(h) <u>Nothing in these clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.</u></p> <p>(i) Your responsibilities <u>You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.</u></p>

The above changes shall be binding on you if you continue with the banking relationship with us and/or give payment instructions to the Bank and/or using electronic banking services of the Bank on or after the Effective Date. If you do not wish to accept the above changes, please refer to the applicable terms and conditions and let us know via our 24-hour Customer Service Hotline at 2886 8868 or branch. We may however not be able to continue providing services to you if the above changes are not accepted.

You may visit our website at [sc.com/hk](https://www.sc.com/hk) to obtain a copy of revised version of above-mentioned documents on or after the Effective Date.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall apply and prevail.

Standard Chartered Bank (Hong Kong) Limited
April 2024



關於客戶條款及一般戶口條款之更改通知

由2024年6月30日（「生效日期」）起，渣打銀行（香港）有限公司（「本行」）之客戶條款及一般戶口條款²將如下表所列出作出修訂。新增內容以底線列明，刪除之內容以劃掉方式列明。

客戶條款	一般戶口條款	條款及細則之修訂
21 – 付款 – 一般事項	7 – 指示	<p>新增客戶條款之條款21.18及一般戶口條款之條款7.8。兩條款內容皆相同，僅客戶條款之條款編號21.18於一般戶口條款之條款編號更改為7.8而已。為免重複，以下僅列出客戶條款之條款21.18。</p> <p>警示與轉帳交易</p> <p><u>21.18 在不影響以上防騙視伏器條款的情況下，此等條款適用於以下定義的警示與轉帳交易。若此等條款跟其他條款及細則出現不一致，則就警示與轉帳交易而言，均以此等條款為準。閣下在此等條款生效日期當日或之後作出任何轉帳交易，即閣下確認閣下已接受此等條款並會受此等條款約束。</u></p> <p><u>(a) 在此等條款中：</u></p> <p><u>「警示」指對一項轉帳交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。</u></p> <p><u>「防詐資料庫」包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及/或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。</u></p> <p><u>「轉帳交易」指閣下透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉帳交易的指示。</u></p> <p><u>(b) 發出警示的原因</u></p> <p><u>警示旨在幫助閣下在作出轉帳交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。</u></p> <p><u>(c) 本行的角色、責任及責任限制</u></p> <p><u>本行：</u></p> <p><u>(i) 無法控制防詐資料庫的管理、運作或其他方面；</u></p> <p><u>(ii) 單靠防詐資料庫不時提供的資料來編製警示；及</u></p> <p><u>(iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。</u></p>

² 適用於2009年2月25日之前所生效之戶口之條款及細則

客戶條款	一般戶口條款	條款及細則之修訂
21 – 付款 – 一般事項	7 – 指示	<p><u>因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也不會保證亦不能保證閣下沒有收到警示的轉帳交易不涉欺詐，或閣下收到警示的轉帳交易必屬欺詐。本行就向閣下傳送任何警示的紀錄以及閣下回覆是否進行或取消任何轉帳交易的紀錄，均具終局效力（明顯錯誤除外）。</u></p> <p>(d) <u>本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的反饋、意見、指引或建議，完全酌情決定及/或更改警示的內容、傳送警示的渠道或方式，及/或轉帳交易的貨幣(等)，而無須另行通知閣下。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。</u></p> <p>(e) <u>本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。</u></p> <p>(f) <u>本行無須負責閣下或任何其他人士有關或因警示（或其延誤或無法傳送），或有關或因處理、執行或取消警示（或因其延誤或無法傳送）所涉的轉帳交易，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致。</u></p> <p>(g) <u>在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。</u></p> <p>(h) <u>此等條款的內容均無意排除或限制任何不能合法地排除或限制的權利或責任。</u></p> <p>(i) 閣下的責任 <u>閣下有責任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及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉帳交易。閣下就進行或取消一項警示所涉的轉帳交易的決定均對閣下具約束力，且閣下應為後果負全責。</u></p>

若閣下於生效日期後繼續閣下與本行的銀行業務關係及/或向本行發出付款指示及/或使用本行電子理財服務，則上述變更將對閣下具有約束力。若閣下不希望接受上述變更，請參閱適用條款及細則並致電本行24小時客戶服務熱線2886 8868或透過分行告知本行。若上述變更未被接受，本行可能無法繼續為閣下提供相關服務。

閣下亦可造訪本行網站sc.com/hk，於生效日期或之後獲取一份上述修訂文件的副本。

中英文版本之內容如有歧義，概以英文版本為準。

渣打銀行（香港）有限公司
2024年4月