

親愛的客戶：

客戶通知

為向客戶提供更完善及更優質的銀行服務，交通銀行(香港)有限公司（「本行」）會定期檢討各項銀行產品及服務，並就有關收費及條款作出修訂。現謹通知 閣下最新之修訂如下：

由 2024 年 6 月 30 日起，本行部分服務條款將調整如下：

1. 綜合服務總條款的修訂

本行的綜合服務總條款將修訂如下：

調整	章節
新增	乙部份：特定條款 附表四 條文 1.5, 9 附表七

新增條文如下：

附表四 有關快速支付系統的快速支付服務(轉數快)的條款

1.5 「數字人民幣」指中國人民銀行透過數字人民幣錢包發行的數碼形式的法定人民幣貨幣。

「數字人民幣充值服務」指銀行提供的下列服務：將客戶賬戶中的港幣或人民幣資金轉出，以便將該筆資金兌換為數字人民幣後，用於向客戶或客戶指定的他人所持有的數字人民幣錢包充值。

「數字人民幣錢包」指透過中華人民共和國境內相關營運機構運營的「數字人民幣」流動應用程式提供的數字錢包。

「快速支付服務(轉數快)」指銀行向客戶不時提供的服務，讓客戶使用結算公司快速支付系統及結算公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務、二維碼服務、數字人民幣充值服務及任何其他服務及設施，進行付款及資金轉賬。

9. 數字人民幣充值服務

9.1 本第 9 條適用於數字人民幣充值服務的使用。

9.2 為免生疑問，數字人民幣由中國人民銀行發行，數字人民幣錢包則由中華人民共和國境內相關營運機構提供並運營。任何情況下，銀行並不發行數字人民幣，亦不提供或運營數字人民幣錢包。對於客戶或其他任何人可能因使用數字人民幣或數字人民幣錢包，或與之相關而招致或蒙受的任何類型的損失、損害或費用，銀行概不負責，但因使用本附表所稱數字人民幣充值服務或與之相關而招致或蒙受的上述損失、損害或費用除外。

9.3 客戶承認並同意，透過銀行提供的數字人民幣充值服務向客戶的數字人民幣錢包支付的數字人民幣不受香港存款保障計劃的保障。

9.4 數字人民幣充值服務的使用及客戶責任

(a) 客戶可透過數字人民幣充值服務指示銀行將其賬戶中的港幣或人民幣資金轉出，以便將其兌換為數字人民幣，再將相應款項存入客戶或其指定的他人所持有的數字人民幣錢包。如客戶指示銀行將港幣資金轉換為數字人民幣，銀行將首先按照銀行不時公布的匯率將上述港幣資金兌換為人民幣，再將相應資金轉入受款人代理銀行（如受款人代理銀行並非銀行），此後，該筆資金將轉入受款人銀行（為免生疑問，該受款人銀行可為銀行關聯機構），待該筆資金兌換為數字人民幣後，再存入數字人民幣錢包。為免生疑問，將人民幣資

金兌換為數字人民幣並非由銀行操作，而是由受款人銀行（為免生疑問，該受款人銀行可為銀行關聯機構）進行操作。

- (b) 客戶須登記申請使用數字人民幣充值服務，並提供銀行不時要求的一切資料及文件，方可使用該項服務。客戶應按照銀行不時的要求提供準確、完整及最新的資料及文件。銀行可考慮客戶提交的資料及文件和其他相關資料，並可按其獨有的酌情權決定客戶是否有資格使用數字人民幣充值服務。
- (c) 客戶有全責任確保數字人民幣錢包相關資料、交易數額、交易貨幣及就相關的數字人民幣充值服務提供的其他資金轉賬指示為準確且完整之後，方可確認其指示。如上述資金轉賬交易指示資料中存在任何錯誤，銀行概不負責。
- (d) 客戶就數字人民幣充值服務作出相關指示，即視為授權銀行從客戶賬戶中扣除相應款項並開展外幣兌換（如適用），再將上述款項轉入受款人代理銀行（如受款人代理銀行並非銀行）和受款人銀行（為免生疑問，該受款人銀行可為銀行關聯機構），以便將該筆款項兌換並轉賬為數字人民幣後，再將其存入客戶或客戶指定的他人所持有的數字人民幣錢包。客戶進一步授權受款人銀行及受款人代理銀行（為免生疑問，可為銀行和/或銀行關聯機構）將上述款項兌換並轉賬為數字人民幣，再將其存入客戶或客戶指定的他人所持有的數字人民幣錢包。
- (e) 一旦客戶就一筆交易向銀行作出數字人民幣充值服務指示，其所作出的指示及由此產生的交易為最終、不可撤銷的，且對客戶構成約束力。在部分情況下（如輸入錯誤、系統問題或其他不可預見的情況），客戶就數字人民幣充值服務指示所作出的交易可能遭銀行拒絕或無法成功處理。在該種情況下，即使原交易貨幣為港幣，銀行退回客戶賬戶的資金將為人民幣。客戶承認並同意，若原交易貨幣為港幣，客戶可能因匯率波動而獲利或虧損。
- (f) 客戶作出數字人民幣充值服務指示前，應確保客戶賬戶資金充足。如客戶賬戶餘額不足，銀行無義務執行上述指示。
- (g) 客戶同意不將數字人民幣充值服務用於任何非法或不合法用途。
- (h) 若在數字人民幣充值服務中，受款人代理銀行和/或受款人銀行並非銀行或銀行關聯機構，則對於客戶或其他任何人可能因將人民幣資金兌換為數字人民幣，或將相應資金存入由客戶或客戶指定的他人持有的數字人民幣錢包，或與之相關而招致或蒙受的任何類型的損失、損害或費用，銀行概不負責。

9.5 交易限額

銀行有權對數字人民幣充值服務設置交易限額，並可不時按其獨有及絕對的酌情權調整上述交易限額。如客戶作出的任何指示超出適用交易限額，或銀行懷疑相關交易可能導致銀行面臨其無法接受的金融或保安風險，或相關交易可能未經授權、存在欺詐、有可疑、不合法、違反本條款或存在其他異常情況，銀行可按其獨有的酌情權延遲、暫停或拒絕處理該項指示。

9.6 保安

- (a) 客戶不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修改的任何裝置或操作系統上使用數字人民幣充值服務。該等裝置包括已被破解（越獄）或已被破解（超級用戶權限）的裝置。已被破解（越獄）或已被破解（超級用戶權限）的裝置是指未經客戶的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被破解（越獄）或已被破解（超級用戶權限）的裝置上使用數字人民幣充值服務，可能導致保安受損及欺詐交易。在已被破解（越獄）或已被破解（超級用戶權限）的裝置上使用數字人民幣充值服務，客戶須自行承擔全部風險，如客戶因此蒙受或招致任何損失或任何其他後果，銀行概不對之負責。
- (b) 客戶在使用數字人民幣或數字人民幣錢包時，應負責確保安全操作其流動裝置。對於客戶或其他任何人可能因數字人民幣或數字人民幣錢包，或與之相關而招致或蒙受的任何類型的損失、損害或費用，銀行概不負責。
- (c) 如客戶知道或懷疑有任何其他人士知悉客戶的保安資料，或曾使用或企圖使用客戶的保安資料，或如客戶的流動裝置遺失或被竊，客戶必須在合理切實可行情況下盡快通知銀行。

9.7 資料私隱

銀行可能為數字人民幣充值服務之目的向發行機構（即中國人民銀行）、營運機構或其他相關方（包括受款人代理銀行及受款人銀行，為免生疑問，可為銀行或銀行關聯機構）提供涉及客戶和轉賬交易的一切必要資料（包括但不限於客戶姓名或名稱、客戶賬號、交易貨幣、交易金額、匯率（如適用））。上述資料的接收人可位於香港或香港以外地點。客戶使用數字人民幣充值服務，即視為同意銀行為提供或協助開展數字人民幣充值服務等目的，向香港或香港以外地點的一切相關方提供上述資料（適當情況下包括個人資料）。

9.8 責任限制

客戶承認，結算公司不時對快速支付系統的變更、修改、提升或調整和/或中國人民銀行不時對數字人民幣及數字人民幣錢包的變更、修改、提升或調整均可能對數字人民幣充值服務造成相應影響。對於客戶或其他任何人可能因上述變更、修改、提升或調整，或與之相關而招致或蒙受的任何類型的損失、損害或費用，銀行概不負責。

附表七 警示與轉賬交易的條款

1. 納入甲部的一般條款

- 1.1 本「**綜合服務總條款**」之甲部份所載的一般條款（「**一般條款**」）被納入為本附表七之不可分割部分，正如一般條款全文載於本附表一樣。如一般條款與本附表七所載條款有所抵觸，當以本附表七的條款為準。
- 1.2 本附表七內的「**本條款**」指本附表七明述的條款連同本附表七所收納的一般條款。
- 1.3 本條款適用於以下第 2 條定義的警示與轉賬交易。**客戶作出任何轉賬交易，即客戶確認客戶已接受本條款並會受本條款約束。**

2. 定義及釋義

除非文義另有界定者，否則本條款中使用的詞語具有銀行「**綜合服務總條款**」中所賦予的涵義。在本條款中，下列詞語具有以下涵義：

「**警示**」指對一項轉賬交易或相關的收款人或收款人賬戶可能涉及欺詐或詐騙的警告訊息。

「**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。

「**香港**」指中華人民共和國香港特別行政區。

「**轉賬交易**」指客戶透過銀行並使用任何銀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，或於銀行任何分行的櫃位），不論收款人賬戶是否在銀行開立；如文義要求或允許，包括客戶向銀行發出進行轉賬交易的指示。

3. 發出警示的原因

警示旨在幫助客戶在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。客戶不應把警示當作替代客戶保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

4. 銀行的角色、責任及責任限制

- 4.1 銀行：
 - (a) 無法控制防詐資料庫的管理、運作或其他方面；
 - (b) 單靠防詐資料庫不時提供的資料來編制警示；及
 - (c) 不會就防詐資料庫並無提供資料的收款人、收款人賬戶或交易編制警示。

因此銀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客戶沒有收到警示的轉賬交易不涉欺詐，或客戶收到警示的轉賬交易必屬欺詐。銀行就向客戶傳送任何警示的紀錄以及客戶回覆是否進行或取消任何轉賬交易的紀

錄，均具終局效力（明顯錯誤除外）。

- 4.2 銀行可按其認為適當的方式編制及傳送警示。銀行可不時考慮銀行的需要以及相關人士就警示的編制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/或轉賬交易的貨幣(等)，而無須另行通知客戶。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。銀行可透過電子或其他方式向客戶傳送警示。
- 4.3 銀行無須負責客戶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，或銀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。
- 4.4 銀行無須負責客戶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（或其延誤或無法傳送）所涉的轉賬交易，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銀行或銀行人員、僱員或代理的疏忽或故意失責引致。
- 4.5 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），銀行、銀行的關聯公司或集團公司、銀行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士負責。
- 4.6 此等條款的内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。

5. 客戶的責任

客戶有責任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及確保收款人、收款人賬戶、交易及交易詳情屬真實確並可靠。客戶應認真考慮是否進行或取消一項警示所涉的轉賬交易。客戶就進行或取消一項警示所涉的轉賬交易的決定均對客戶具約束力，且客戶應為後果負全責。

由 2024 年 6 月 30 日(「生效日」)起，閣下可向本行任何一間分行免費索取綜合服務總條款的文本，亦可在本行網頁 www.hk.bankcomm.com 瀏覽。

本行感謝閣下一直以來的支持，並將繼續竭誠為閣下提供優質的銀行服務。本行謹通知閣下，如閣下不接納上述的任何修訂，閣下須於生效日之前根據相關的現有條款終止有關賬戶或服務。如於生效日後仍保留閣下的賬戶及/或繼續使用服務，則將被視為閣下已接納上述之所有修訂。

自動櫃員機終止強積金功能通知

由 2024 年 8 月 2 日起，本行自動櫃員機現有的強積金功能將會終止，包括「綜合賬戶結餘查詢」、「最近供款查詢」和「強積金供款」功能，其餘功能則維持不變。

閣下如有任何查詢，請於辦公時間內與本行任何分行聯絡或致電本行客戶服務熱線 223 95559。

交通銀行(香港)有限公司 謹啟

2024 年 5 月

(本函為毋須簽署之電腦編印文件)

交通銀行(香港)有限公司 (於香港註冊成立的有限公司)
香港中環畢打街 20 號
電話 +852-22395559 傳真 +852-28518600
www.hk.bankcomm.com

May 2024

Dear Customers,

Customer Notice

To provide better and more efficient banking services to customers, Bank of Communications (Hong Kong) Ltd. ("Bank") has been keeping all products and services under regular review, and necessary amendments will be made to the relevant terms and conditions. Please be informed of the following latest changes:

With effect from 30 Jun 2024, our terms and conditions for the following banking services will be adjusted as follows:

1. Amendment of General Terms and Conditions for Banking Services

The Bank's General Terms and Conditions for Banking Services will be amended as follows:

Amendment	Clause
New Clause	Part B: Specific Terms and Conditions Schedule IV Clause 1.5, 9 Schedule VII

The new clauses are as follows :

Schedule IV

- 1.5 "e-CNY" means the official Renminbi currency in digital form, issued by People's Bank of China via the e-CNY Wallet.
- "e-CNY Top Up Service" means the service provided by the Bank to transfer funds in HKD or Renminbi from the Customer's Account in order to exchange into e-CNY for the purpose of top-up of the e-CNY Wallet held by the Customer or other person(s) designated by the Customer.
- "e-CNY Wallet" means the digital wallet made available via the "e-CNY" mobile application operated by the relevant operating institutions in the People's Republic of China.
- "FPS Services" means the services provided by the Bank to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service, QR Code Service, e-CNY Top Up Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
9. e-CNY Top Up Service
- 9.1 This Clause 9 applies to the use of the e-CNY Top Up Service.
- 9.2 For the avoidance of doubt, e-CNY is issued by the People's Bank of China and the e-CNY Wallet is offered and operated by the relevant operating institution(s) in the People's Republic of China. The Bank does not issue e-CNY and does not offer or operate the e-CNY Wallet to any extent. The Bank is not liable for all and any loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-CNY or the e-CNY Wallet, save and except for the e-CNY Top Up Service hereof.
- 9.3 The Customer acknowledges and agrees that the e-CNY paid into the Customer's e-CNY Wallet, as facilitated by the Bank

via the e-CNY Top Up Service, is not protected by the Deposit Protection Scheme in Hong Kong

9.4 Using the e-CNY Top Up Service and the Customer's responsibility

- (a) The e-CNY Top Up Service allows the Customer to instruct the Bank to transfer funds in HKD or Renminbi from the Customer's Account, in order to exchange into e-CNY and deposit such funds into the e-CNY Wallet held by the Customer or other person(s) designated by the Customer. If the Customer instructs the Bank to convert any funds from HKD into e-CNY, the Bank will first transfer the funds from HKD into Renminbi based on the exchange rate quoted by the Bank from time to time, before transferring the funds to the payee agent bank (if this is not the Bank) and thereafter to the payee bank (which for the avoidance of doubt, may be the Bank's affiliate) for the exchange of such funds into e-CNY and depositing such into the e-CNY Wallet. For the avoidance of doubt, the exchange of funds from RMB into e-CNY is not conducted by the Bank but is conducted by the payee bank (which, for the avoidance of doubt, may be the Bank's affiliate).
- (b) In order to use the e-CNY Top Up Service, the Customer must register for the use of the e-CNY Top Up Service and provide all information and documents as requested by the Bank from time to time. The Customer shall provide accurate, complete and up-to-date information and documents as requested by the Bank from time to time. The Bank may consider the information and documents submitted by the Customer and other relevant information, and in its sole discretion, determine the eligibility of the Customer to the e-CNY Top Up Service.
- (c) The Customer is fully responsible for ensuring that the e-CNY Wallet information, transaction amount, transaction currency, and other funds transfer instructions made in respect of the e-CNY Top Up Service is accurate and complete before confirming such instruction. The Bank is not responsible for any error contained in such funds transfer instruction data.
- (d) By placing an instruction in respect of the e-CNY Top Up Service, the Customer authorises the Bank to debit the relevant amount from the Customer's Account, conduct foreign currency exchange (if applicable) and transfer such amount to the payee agent bank (if this is not the Bank) and the payee bank (which, for the avoidance of doubt, may be the Bank's affiliate) in order to exchange and transfer such amount into e-CNY and into the e-CNY Wallet held by the Customer or other person(s) designated by the Customer. The Customer further authorises the payee bank and the payee agent bank (which, for the avoidance of doubt, may be the Bank and/or the Bank's affiliate) to exchange and transfer such amount into e-CNY and into the e-CNY Wallet held by the Customer or other person(s) designated by the Customer.
- (e) Once the Customer places an instruction in respect of a transaction for e-CNY Top Up Service to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer. In some circumstances (for example input errors, system issues or other unforeseen circumstances), the Customer's instruction in respect of a transaction for e-CNY Top Up Service may be rejected or unsuccessful. If this happens, the Bank will return the funds back to the Customer's Account in RMB, notwithstanding the transaction may originate from HKD. The Customer acknowledges and agrees that, if the transaction originates is denominated in HKD, the Customer may be subject to gains or losses arising from exchange rate fluctuations.
- (f) The Customer shall ensure that there is sufficient funds in the Customer's Account before placing an instruction in respect of the e-CNY Top Up Service. If there is insufficient balance in the Customer's Account, the Bank is not

responsible to execute such instruction.

- (g) The Customer agrees not to use the e-CNY Top Up Service for illegal or unlawful purposes.
- (h) To the extent the Bank or the Bank's affiliate does not act as payee agent bank and/or payee bank for the purposes of the e-CNY Top Up Service, the Bank shall not be responsible for any loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the exchange of funds from RMB into e-CNY or the deposit of such funds into the e-CNY Wallet held by the Customer or other person(s) designated by the Customer.

9.5 Transaction Limit

The Bank has the right to impose transaction limits in relation to the e-CNY Top Up Service, and to adjust any transaction limit at the Bank's sole and absolute discretion at any time. The Bank may, in its sole discretion, delay, suspend or reject any instructions from the Customer that exceed any applicable transaction limit, or if the Bank suspects that a transaction would subject the Bank to unacceptable financial or security risks, or may be unauthorised, fraudulent, suspicious, unlawful, in violation of these terms and conditions, or otherwise unusual.

9.6 Security

- (a) The Customer must not use the e-CNY Top Up Service on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's mobile service provider and the phone manufacturer without their approval. The use of the e-CNY Top Up Service on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the e-CNY Top Up Service in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.
- (b) The Customer is responsible to ensure the secure and safe operation of his or her mobile devices when using the e-CNY and e-CNY Wallet. 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 the e-CNY and e-CNY Wallet.
- (c) If the Customer knows or suspects that any other person knows its security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.

9.7 Data Privacy

The Bank may provide all necessary information (including but not limited to name of the Customer, account number of the Customer, transaction currency, transaction amount, exchange rate (if applicable)) relating to the Customer and the transfer to e-CNY issuing institution (i.e. People's Bank of China), operating institution or other related parties (including, the payee agent bank and the payee bank, which for the avoidance of doubt, may be the Bank or the Bank's affiliate) for the purpose of the e-CNY Top Up Service. Such information may be received by recipients located inside or outside of Hong Kong. By using the e-CNY Top Up Service, the Customer consents to the provision of such information (including, where appropriate, personal data) by the Bank to all relevant parties inside and outside of Hong Kong for the purpose of the e-CNY Top Up Service and facilitating the e-CNY Top Up Service.

9.8 Limitation of liability

The Customer acknowledges that the e-CNY Top Up Service may be subject to amendment, modification, enhancement or adjustment made to the Faster Payment System by HKICL and/or to the e-CNY and e-CNY Wallet by the People's Bank of China from time to time. 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 such amendment, modification, enhancement or adjustment.

Schedule VII Terms and Conditions for Alerts and Money Transfers

1. Incorporation of the Common Terms of Part A

- 1.1 The Common Terms and Conditions set out above in Part A of this “**General Terms and Conditions for Banking Services**” (the “**Common Terms**”) shall be incorporated as an integral part of this Schedule VII, as if the Common Terms are written in full herein. In case of conflict between the Common Terms and the terms and conditions expressly set out in this Schedule VII, the latter shall prevail.
- 1.2 The term “**these terms and conditions**” whenever used in this Schedule VII shall mean the terms and conditions expressly set out in this Schedule VII together with the Common Terms which are incorporated herein as aforesaid.
- 1.3 These terms and conditions shall apply to the Alerts and the Money Transfers as defined in Clause 2 below. **By making any Money Transfer, the Customer confirms that the Customer has accepted and will be bound by these terms and conditions.**

2. Definitions and Interpretation

Unless otherwise defined herein, terms used in these terms and conditions shall have the meanings given to them in the Bank's “**General Terms and Conditions for Banking Services**”. In these terms and conditions, the following terms have the following meanings

“**Alert**” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

“**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.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

“**Money Transfer**” means a transfer of money by the Customer 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 the Customer to the Bank to make a Money Transfer.

3. Reason for sending Alert

The Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing the Customer's responsibility for safeguarding the Customer's own interests, money and assets from fraud or other illegal activities.

4. The Bank's role, responsibilities and restriction of liability

- 4.1 The Bank:
 - (a) does not control the management, operation or any other aspect of the Anti-fraud Databases;
 - (b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
 - (c) 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.

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 the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank's records of its delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

- 4.2 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 the Customer, 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 the Customer by electronic or other means.
- 4.3 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 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.
- 4.4 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 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.
- 4.5 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 the Customer 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).
- 4.6 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.

5. Customer's responsibilities

The Customer is responsible for taking reasonably practicable steps to safeguard the Customer's own interests, money and assets from fraud or other illegal activities. The Customer is responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. The Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. The Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.

You may obtain copies of General Terms and Conditions for Banking Services at any of our branch free of charge or by visiting our website at www.hk.bankcomm.com from 30 June 2024 onwards.

Thank you for your support over the years and we will continue to provide you quality services. If you do not wish to accept any of the above amendments, you shall terminate the relevant account(s) or service(s) in accordance with the relevant existing terms and conditions before the effective date of the amendment. Maintaining the account(s) and/or continuing to use the service(s) after the effective date of the amendment will be regarded as your acceptance of all of the above amendments.

Notice on termination of ATM machines' MPF functions

With effect from 2 August 2024, the existing MPF functions including fund balance enquiry, last contribution enquiry and contribution payment of the Bank's ATM machine will be terminated, while the other functions will remain unchanged.

Should you have any queries, please contact our branch staff or call our Customer Services Hotline at 223 95559 during office hours.

Yours faithfully,

Bank of Communications (Hong Kong) Limited

(This is a computer print-out letter that requires no signature)