

May 2024

### **Notice of Amendments to Conditions for Services (“CFS”)**

Please be informed that the Bank’s “Conditions for Services” have been revised and will be effective from 30 June 2024 (“Effective Date”). Part A of the amendment details enclosed sets out a summary of the amendments to “Part 1: General Provisions” of the CFS. In Part B, details of the amendments are provided for your ease of reference.

By having any account with us or by using any of our service or functionalities we provide on or after the Effective Date, you acknowledge and agree that the amendments to the CFS shall be binding on you. If you do not accept the amendments, we may not be able to continue to provide services to you. Should you have any enquiry / response regarding the amendments, please call our customer services hotline at (852) 3988 2388.

The amended version of the CFS will be available at our official website ([www.bochk.com](http://www.bochk.com)) (Home > “Conditions for Services”) and displayed in our branches from the Effective Date. Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

#### **Bank of China (Hong Kong) Limited**

Note: Customers can also download this customer notice from BOCHK website ([www.bochk.com](http://www.bochk.com)) (Home > “What’s new” > “Notice of Amendments to Conditions for Services”) on or before 30 August 2024 and customers may not be able to access or download such customer notice afterwards.



**Part A: Key Amendments**

**“Conditions for Services” Part 1: General Provisions**

<b>Summary of the new Conditions</b>		
<b>Part</b>	<b>Condition</b>	<b>Important Notes</b>
25. Alerts and Fund Transfers	25.1 (a)	To specify that by making any Fund Transfer on or after the date on which these provisions come in effect, customers confirm that they have accepted and will be bound by these provisions.
	25.1 (b)	To define the terms “Alert”, “Anti-fraud Database”, “Hong Kong” and “Fund Transfer” in the provisions under Condition 25.
	25.2	To specify that the reason for sending Alerts is to help customers stay vigilant against frauds, scams and deceptions when making Fund Transfers.
	25.3 (a)	To specify that the Bank does not control the Anti-fraud Databases and compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time. The Bank does not warrant whether the Fund Transfers are fraudulent.
	25.3 (b)	To specify that the Bank may compile and deliver the Alerts in such ways as it considers appropriate.
	25.3 (c)	To specify that the Bank is not liable for loss of any kind which customer 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 our reasonable control.
	25.3 (d)	To specify that the Bank is not liable for loss, damage or expense of any kind which customer or any other person may incur or suffer arising from or in connection with the Alerts or Fund Transfers affected by the Alerts, except to the extent that any loss incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from our gross negligence or wilful default or that of our officers, employees or agents.
	25.3 (e)	To specify that in no event will the Bank be liable to customers or any other person for any



		loss of profit or any special, indirect, incidental, consequential or punitive loss or damages.
	25.3 (f)	To specify that nothing in these provisions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.
	25.4	To specify that customers are responsible for taking reasonably practicable steps to safeguard customers' own interests, money and assets from fraud or other illegal activities. Customers should consider carefully whether to proceed with or cancel a Fund Transfer affected by an Alert.

## Part B: Amendment Details

### “Conditions for Services” Part 1: General Provisions

Introduce new Condition 25 as follows:

#### 25. Alerts and Fund Transfers

25.1 (a) The provisions under this Condition 25 apply to the Alerts and the Fund Transfers as defined below. If there is any inconsistency between these provisions and our Conditions of Services, these provisions will prevail insofar as the Alerts and Fund Transfers are concerned. **By making any Fund Transfer on or after the date on which these provisions come in effect, you confirm that you have accepted and will be bound by these provisions.**

(b) In these provisions, the following terms have the following meanings:

“Alert” means a warning message that a Fund 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.

“Fund Transfer” means a transfer of fund by you through us via any channel or means or in any currency determined by us from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automatic teller machine, cash deposit machine, and bank counter at any of our branches ], whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Fund Transfer.

#### 25.2 Reason for sending Alerts

The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Fund 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.

### 25.3 **Our role, responsibilities and restriction of liability**

(a) We:

- (i) do not control the management, operation or any other aspect of the Anti-fraud Databases;
- (ii) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (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.

Therefore, we do not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Fund Transfers for which you do not receive Alerts are not fraudulent nor that Fund Transfers for which you receive Alerts are fraudulent. Our records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Fund Transfer shall have conclusive effect save for manifest error.

(b) We may compile and deliver the Alerts in such ways as it considers appropriate. We 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 Fund Transfers, having regard to our 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. We may deliver the Alerts to you by electronic or other means.

(c) We are 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 our reasonable control.

(d) We are 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 Fund 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 our gross negligence or wilful default or that of its officers, employees or agents.

(e) In no event will we, our affiliates or group companies, our licensors, and our 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).

(f) Nothing in these provisions is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

#### 25.4 **Your responsibility**

**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 Fund Transfer affected by an Alert. Your decision to proceed with or cancel a Fund Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.**