

20 July 2018

**Notice of Amendments to the “Smart Account Service Terms and Conditions”
and “Terms and Conditions for Small Value Transfer Service”**

Please be informed that the Bank’s “Smart Account Service Terms and Conditions” and “Terms and Conditions for Small Value Transfer Service” (together, “the Terms and Conditions”) have been amended and they will both be effective from 22 July 2018* (“Effective Date”).

“Smart Account Service Terms and Conditions” - Summary of Key

Amendments

Part 1 : The Service

Section	Amendments
1	For clarity’s sake and actual operational needs, Condition 1(b) shall be amended as follows: “The Smart Account is subject to a daily transaction limit set by us, Bank of China (Hong Kong) Limited, from time to time. We may also set the maximum balance cap on the Smart Account. Please refer to the FAQ for the latest daily transaction limit and maximum balance cap. FAQ is available at our Mobile Banking and BOCHK website: http://www.bochk.com/en/more/ebanking/mobile/faq.html . Subject to the transaction limits as specified by us from time to time, you may also set your own maximum daily transaction limit through your Mobile Banking or other channels as specified by us from time to time. By setting the daily transaction limit, you may regulate the maximum outflow of funds from your Smart Account.”.

Part 3 : Making payment

Section	Amendments
2	In view of the newly added functions, Condition 3(b)(iii) shall be amended as follows: “The payment amount will first be deducted from the remaining balance in your Smart Account. You can reload your Smart Account via Mobile Banking anytime for the payment. In case that there is insufficient balance in your Smart Account, we will proceed to top up your

	<p>Smart Account for payment purposes according to your selection of one of the below ways to top up :</p> <p>A. Direct Pay: We will deduct the shortfall from your Master Account directly and then top up the same to your Smart Account in order to settle the payment in full.</p> <p>B. Automatic Top Up: Based on your selection of the daily top up amount (HK\$100 – HK\$5,000), such amount shall be automatically topped up to your Smart Account from your Master Account for payment purposes. Please note that your Smart Account can only be automatically topped up once per day. In cases where the balance is insufficient for payment purposes, and if your Smart Account has already been automatically topped up once, further automatic top up cannot be processed within the same day.</p> <p>C. Top Up via Mobile Banking only: The payment amount will be deducted from the remaining balance in your Smart Account only. In case that there is insufficient balance in your Smart Account, the payment will not be proceeded and you have to reload your Smart Account with sufficient amount via Mobile Banking to settle the payment in full.”.</p>
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Part 4 : Transaction Notification and Transaction History

Section	Amendments
3	For clarity’s sake, Condition 4(a) shall be amended as follows: “We may send a push notification or message to your phone number and email address to notify you after a payment has been effected through the Service. You are responsible to check such notification or message. You are considered as having received such notification or message immediately after we transmit it. You should enquire with us if you have not received a notification or message within the usual expected timeframe.”.
4	For clarity’s sake, Condition 4(c) shall be amended as follows: “You shall be liable for any and all amounts reloaded to the Smart Account. You agree and undertake to examine and verify the correctness of each transaction record sent by us to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of you or any other person (“Errors”). You shall

	notify us, in writing, within 90 days of the issuance of the said record of any such Errors shown in the said record.”.
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Part 6 : Fee and charges

Section	Amendments
5	For clarity’s sake, Condition 6(a) shall be amended as follows: “We have and hereby expressly reserve the right to charge or vary the fees relating to the use of the Service. We will give you prior notice of new fees or any variation of fees.”.

Part 12 : Governing Terms

Section	Amendments
6	For clarity’s sake, Condition 12(iii) shall be revised as follows: “in the event of discrepancy between the English and the Chinese versions of these Conditions for Services, the English version shall prevail.”.

“Terms and Conditions for Small Value Transfer Service” - Summary of Key Amendments

Part 3 : Fund transfer

Section	Amendments
7	In view of the newly added functions of adding Smart Account as a Registered Bank Account for fund transfer, Condition 3.1 shall be amended as follows: “The customer can transfer money from the Registered Bank Account to any HKD savings account, HKD current account or Smart Account (which is a sub-account service under which you may open a sub-account under your existing HKD savings or HKD current account) with the Bank through this service by inputting the mobile number of the payee which matches the record of the Bank (as such number will be used by the Bank to identify the payee for the purpose of this service) or the payee’s bank account number. The customer is solely responsible for the completeness and accuracy of the information of the payee(s) provided thereby. The customer’s instruction to transfer money would only be executed when there is sufficient fund in the Registered Bank Account and the Registered Bank Account is not under irregular status, including but not limited to suspension.”.

Please note that your continuous use of Smart Account Service and Small Value Transfer on or after the Effective Date constitutes your agreement and acceptance of the amendments on the Terms and Conditions which shall be binding on you. If you do not accept the amendments, please give us notice to terminate use of the respective services within 30 days from the date of this notice. The Bank may not be able to continue to serve you if you do not accept the amendments on the Terms and Conditions. Should you have any enquiry/response, please contact our staff or call our Personal Customer Service Hotline at (852) 3988 2388.

The amended version of the “Smart Account Service Terms and Conditions” will be available on “Lifestyle” after login Mobile Banking > “Payment” > “Smart Account” on or after the Effective Date. The amended version of the “Terms and Conditions for Small Value Transfer Service” will be available on “Profile” after login Mobile Banking > “Settings” > “Set up Small Value Transfer” on or after 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