

1 October 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 1 December 2024 (“Effective Date”). Part A of the amendment details enclosed sets out a summary of the amendments to “Part 2: Banking Services” 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 31 December 2024 and customers may not be able to access or download such customer notice afterwards.



**Part A: Key Amendments**

**“Conditions for Services” Part 2: Banking Services**

<b>Summary of the new Conditions</b>	
<b>Part</b>	<b>Important Notes</b>
14. Terms and Conditions regarding Giving Instructions by Phone and/or other digital Channels	To specify that giving instructions by phone and/or other digital channels, customers confirm that they have accepted and will be bound by these provisions.



**Part B: Amendment Details**

**“Conditions for Services” Part 2: Banking Services**

Introduce new Condition 14 as follows:

**14. Terms and Conditions regarding Giving Instructions by Phone and/or other digital Channels**

- 14.1. The type of same name account transfer of same currency, foreign exchange, time deposit, loans, credit card, investment and insurance instructions that can be provided to the Bank by telephone and/or other digital Channels (if applicable) shall be subject to such restrictions, conditions or confirmation procedures as may be imposed by the Bank from time to time for same name account transfer of same currency, foreign exchange, time deposit, loans, credit card, different investment and insurance products.
- 14.2. The Bank may, and the customer(s) hereby authorize(s) the Bank to record these telephone and/or other digital Channels communications by writing and/or tape recording and/or any other means, and the Bank may deem such recordings as conclusive and binding evidence of the same as against the customer(s). The Bank shall be entitled to keep such recordings for as long as it considers necessary.
- 14.3. All instructions given or purportedly given by the customer(s) and/or any other person(s) authorized (if applicable) to operate his/their account(s) on his/their behalf with respect to same name account transfer of same currency, foreign exchange, time deposit, loans, credit card, investment and insurance transactions by telephone and/or other digital Channels are binding on the customer(s).
- 14.4. Where there are more than one account holder(s)/ authorized signatory(ies) (if applicable) signing jointly, the Bank may, in its discretion, accept and act on telephone and/or other digital Channels instructions given by any one of such account holder(s) singly or any one of such authorized signatory(ies) (if applicable) singly, and are binding on all other customer(s) in all respects notwithstanding the signing arrangement specified by the customer(s) to the Bank.
- 14.5. The Bank has authentication measures in place to authenticate instructions given or purportedly given by the customer(s) or on his/their behalf (if applicable) by telephone and/or other digital Channels or to verify the identity of any person giving such instructions. Nevertheless, the Bank shall not be responsible for any losses, damages, costs or expenses which the customer(s) may suffer or incur as a result as the Bank shall be entitled to rely and act on such instructions which the Bank in good faith and after adopting the authentication measures believes to be



genuine. The customer(s) understand(s) and fully accept(s) the risks in giving instructions by telephone and/or other digital Channels including the risk of any instruction being unauthorized or given by an unauthorized person.

- 14.6. The Bank may, in its discretion, refuse to act upon any instructions given or purportedly given by the customer(s) or on his/their behalf (if applicable) by telephone and/or other digital Channels without any reason and without being responsible for any loss or damage suffered by the customer(s) thereby arising and may require his/their confirmation before acting on such instructions.
- 14.7. Unless caused by the negligence or wilful misconduct of the Bank, the Bank shall not be liable for any losses, damages, costs or expenses that the customer(s) may suffer or incur resulting from the exercise of such discretion by the Bank by reason of any cause beyond the Bank's control, including (without limitation) any breakdown or failure of transmission or recording facilities or whatsoever reason, or breakdown of or delay or error in transmission for any other reason.
- 14.8. The customer(s) shall keep the Bank indemnified on demand against all actions, proceedings, claims, losses, damages, costs and expenses reasonably incurred by the Bank which may be brought against the Bank or suffered or incurred by the Bank arising directly or indirectly in connection with its accepting and/or relying on or acting on any instructions given by the customer(s) or on his/their behalf by telephone and/or other digital Channels, unless due to the negligence or wilful default of the Bank.