

**Notice of Changes to HSBC General Terms and Conditions (For Business Account Holders) (the “Terms”) (formerly named the General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders))**

We, The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**” or “**the Bank**”), are making certain changes to the Terms as described in this Notice of Change. These changes will take effect from 26 November 2023 (the “**Effective Date**”). Where capitalised terms are used but not defined in this Notice of Change they have the meaning given to them in the Terms.

**A.** To reflect our latest business arrangements, including the way in which we may communicate with account holders, we are making the following changes to the Terms: clause 1.9 is amended and a new clause 1.9A is added, clauses 1.10, 1.11 and 1.12 are enhanced, clause 1.17(i)(ii)(2) is enhanced, the title of clause 1.17(j) is amended, a new clause 1.17(j)(xviii) is added, clauses 1.32 (a) and (b) are enhanced, clause 2.2 is enhanced, and clauses 5.1 and 5.5 are amended.

The key changes include the following:

- (i) The Bank’s rights: we have added a specific provision concerning (a) our right to reverse funds transfers paid into an account where such account is credited in error, or where the underlying funds are not received by us or such underlying funds transfer is reversed and (b) our right to debit or demand immediate repayment of any loss, damage or expense we incur in connection with this
- (ii) Communications: we have specified the scenarios where account holders will be considered as having received communication and/or notices given by us
- (iii) Inward remittances: we have added wording to clarify that proceeds of an inward remittance may not be credited to an account where necessary checking has not been completed with respect to the relevant transaction
- (iv) Limitation of Bank’s liabilities for FPS transactions: we have added wording to clarify that we will not be liable for loss, damages or expenses incurred by any person that results from the functionality of the Faster Payment System (“**FPS**”). We have also stated that we will not be liable for delays or errors relating to any risk warnings and indicators about suspected fraud, scams or deceptions that we may receive from FPS or the Hong Kong Police Force
- (v) Account holder’s responsibilities: we have added a new provision concerning the account holder’s responsibility regarding funds transfers, specifying that (i) the account holder must take reasonably practicable steps to safeguard itself against fraud and other illegal activities and (ii) the account holder is responsible for checking that the payment transaction and payment recipient are real and trustworthy, that the Bank is not responsible for this and that the account holder should exercise sound judgment in this regard
- (vi) Sanctions: we have amended the sanctions provision such that the account holder is now required to represent and warrant that neither the account holder or any Person is, or is owned or controlled by Persons that are, located, organised or resident in a country or territory that is the subject of Sanctions. The reference to Persons located, organised or resident in a country or territory whose government is the subject of Sanctions has been removed
- (vii) Cheque Books: we have amended the cheque provisions to clarify that cheque books need to be requested through any means accepted by us

**B.** We are also updating clause 1.30 and Appendix 1 of Terms in relation to how we and members of the HSBC Group may collect, use and share information of account holders (and Connected Persons).

**C.** As the Terms only cover business accounts, we have made amendments to remove provisions that only apply to personal accounts or those that differentiate between business accounts and personal accounts. The following changes are made accordingly: the Terms are renamed “GENERAL TERMS AND CONDITIONS (for Business Account Holders)”, the reference to “all accounts” in the first paragraph of the Terms is replaced to “business

account”, the reference to “(applicable to all accounts)” at the beginning of clause 1 is removed, clause 1.3 is amended, clauses 1.10 and 1.11 are amended, clause 1.28 is removed and replaced with “Intentionally not used”, clause 2.7(c)(4) is amended, clauses 5.1 and 5.5 are amended, and all references to “(Applicable to Business Account)” are removed from the Terms.

Please note that:

- (a) the amendments above shall be binding on you if you continue to use or retain any of your accounts governed by the Terms (“**Account(s)**”) on or after the Effective Date. If you do not agree to these amendments, you have the right to terminate your Account(s) before the Effective Date in accordance with the relevant clauses under the Terms. If you wish to terminate your Account(s), or should you have any queries, please contact your usual HSBC representative; and
- (b) with effect from the Effective Date, any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you in any manner or published by us which relate to any accounts, products or services governed by the Terms should be read with reference to the above amendments. If there are any inconsistencies between (i) such materials or information and (ii) the updated Terms, the latter will prevail.

You can obtain a copy of the amended Terms by visiting HSBC’s website.

October 2023

Issued by The Hongkong and Shanghai Banking Corporation Limited