



Notice of Changes on the Terms and Conditions for HSBC Internet Banking and the Terms of Use, effective 1st April 2015

HSBC is committed to promoting changes and improvements in our provision of banking services to protect your interests and to enhance your understanding of what you can reasonably expect of the services provided by us. With these objectives in mind, we have updated our existing terms and conditions for HSBC Internet Banking and the Terms of use (each, an “**Existing Document**”) in plain language (“**Plain Language Documents**”). A separate set of Chinese version is also available. If there is any discrepancy between the English and Chinese versions, the English version shall prevail. Please refer to the Annex for further information about the Existing Documents and the Plain Language Documents.

Provisions of the Plain Language Documents and the Existing Documents are materially the same in substance and, subject to Part II below, your rights and obligations with respect to us will not be adversely affected.

A summary of the key features of the Plain Language Documents is set out under **Part I**, and the main provisions which are new or have been amended in the Plain Language Documents are set out under **Part II**.

Please carefully read the information below to ensure you understand the changes made and how they may affect you.

I. **Summary of the key features of the Plain Language Documents on a collective basis.** (a Plain Language Document may carry some or all of the key features)

1. Provisions in a Plain Language Document are re-written in a way and re-arranged in an order intended to make them easier to read and understand by a retail customer. More descriptive sections or clause headings are used in some cases.
2. Provisions addressing the same or related matters are consolidated and simplified to remove overlaps and inconsistencies.
3. Revisions are made to enhance clarity of the meaning of the provisions.
4. There are certain practices or requirements currently implemented by HSBC with respect to its provision of services, accounts or products which may be applicable to a customer but are not expressly specified in an Existing Document. Provisions reflecting these practices or requirements are consolidated in a Plain Language Document to make them easier to read and understand by a retail customer.

II. **New or amended provisions in the Plain Language Documents**

The new or amended provisions in the Plain Language Documents include:

1. a revised limitation of liability provision in Clause 9(h) of the Terms and Conditions for HSBC Internet Banking, clarifying that the provision covers (i) HSBC, (ii) any member of the HSBC Group, (iii) any information provider, (iv) the respective agents of (i), (ii) and (iii), and (v) the respective officers and employees of (i), (ii), (iii) and (iv);
2. a revised indemnity provision in Clause 10(c) of the Terms and Conditions for HSBC Internet Banking, clarifying that the indemnity covers (i) HSBC, (ii) any member of the HSBC Group, (iii) any information provider, (iv) the respective agents of (i), (ii) and (iii), and (v) the respective officers and employees of (i), (ii), (iii) and (iv); and
3. a revised provision in Clause 10(d) of the Terms and Conditions for Internet Banking, clarifying that a customer is not liable under Clause 10(c) to the extent that any loss is direct and reasonably foreseeable arising directly and solely from gross negligence or wilful default of (i)HSBC, (ii) any member of the HSBC Group, (iii) any information provider, (iv) any agent of (i), (ii) or (iii), or (v) any officer or employee of (i), (ii), (iii) or (iv).

Please note that the amendments under Part I and Part II above shall be binding on you if you continue to use HSBC Internet Banking or HSBC Mobile Banking after 1st April 2015. If you decline to accept the amendments, you have the right to terminate the service(s) as stated in the relevant clause under the relevant Existing Documents. If you wish to terminate the service(s) or should you have any queries, please contact us at our branches or call our customer service hotlines stated below:

HSBC Premier customers : (852) 2233 3322

HSBC Advance customers : (852) 2748 8333

Other customers : (852) 2233 3000

If there is any discrepancy between the English and Chinese versions of this Notification, the English version shall prevail.

Annex

A. Existing Documents

1. Terms and Conditions for HSBC Internet Banking
2. Terms of Use

B. Plain Language Documents

1. Terms and Conditions for HSBC Internet Banking
2. Website Terms of Use