

25A. ALERTS AND MONEY TRANSFERS

25A.1 Alerts and Money Transfers

25A.1.1 Without affecting the generality of other terms and conditions of the Account Terms including Clause 25, these provisions under Clause 25A specifically apply to the Alerts and the Money Transfers as defined in Clause 25A.1.2 below. If there is any inconsistency between this Clause 25A and the other terms and conditions of the Account Terms, this Clause 25A will prevail insofar as the Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which this Clause 25A comes in effect, you confirm that you have accepted and will be bound by these provisions under Clause 25A.

25A.1.2 In this Clause 25A, the following expressions have the meanings below subject to those as defined under Clause 2.1 of Part I:

“Alert”

means a warning message that a Money 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.

“Money Transfer”

means a transfer of money by you through the Bank via any channel or means or in any currency determined by the Bank from time to time including but not limited to one or more of electronic banking, mobile banking, automated teller machine, and bank counter at any branch of the Bank, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by you to the Bank to make a Money Transfer.

“Scameter”

means an anti-fraud search engine provided by the Hong Kong Police Force.

“you” and “your”

means each Customer to whom the Bank provides its Services and, where the context permits, includes any person authorised by the Customer to give requests to the Bank in connection with the use of the Bank’s Services. The term “yourself” shall be construed accordingly.

25A.2 Reasons for sending Alerts

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

25A.3 The Bank's role, responsibilities and restriction of liability

25A.3.1 The Bank:

- (a) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (c) 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, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. The Bank's records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

25A.3.2 The Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank 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 Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Such relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to you by electronic or other means at the Bank's discretion.

25A.3.3 The Bank is not liable for loss, damage, expense, cost, interest, claim, demand or proceeding 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 the Bank's reasonable control.

25A.3.4 The Bank is not liable for loss, damage, expense, cost, interest, claim, demand or proceeding 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 Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage, expense, cost, interest, claim, demand or proceeding incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's negligence or wilful default or that of its officers, employees or agents.

25A.3.5 In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees, directors, service providers and / or 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).

25A.3.6 Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

25A.4 Your Responsibility

Without affecting the generality of other terms and conditions, 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, updated, correct and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.