

Notice of Amendments to Terms and Conditions for Bank Services relating to Faster Payment System

From 26 November, 2023 (the "Effective Date"), there will be amendments made to "Terms and Conditions for Bank Services relating to Faster Payment System" of China CITIC Bank International Limited (the "Bank"). You are advised to read and understand the following amendments before you continue to use the relevant services on or after the Effective Date.

Amendments made to the followings, and new contents are underlined:

Section	Amendments
5 - Your	Paragraph 8 shall be added as follows:
responsibility	 Other obligations regarding payments and funds transfers In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, the Bank may (but is not obliged to) send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.
6 – Responsibility and restriction of liability	 Paragraph 2 shall be amended as follows: Without reducing the effect of Clause 6(a) above or the provisions of the Existing Terms: the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from its negligence or wilful default or that of its officers, employees or agents; for clarity, the Bank is not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
	1. your failure to comply with your obligations relating to the Bank Services; and



- any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the <u>Faster Payment System</u>, or arising from any circumstances beyond its reasonable control, <u>including any delay or error relating to the risk</u> warnings, messages and <u>indicators about</u> <u>suspected frauds, scams or deceptions received by</u> <u>the Bank from the Faster Payment System or Hong</u> <u>Kong Police Force; and</u>
- in no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and 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).

Please note that the above amendments to "<u>Terms and Conditions for Bank Services relating to Faster</u> <u>Payment System</u>" shall be binding on you if you continue to use or retain the relevant account(s) and/or services on or after the Effective Date. Please also note that we may not be able to continue providing the relevant services to you if you do not accept the above amendments and you have the right to terminate the services according to the relevant provisions under the services before the amendments come into effect.

For enquiries or if you would like to request for a copy of "<u>Terms and Conditions for Bank Services relating</u> <u>to Faster Payment System</u>", please contact our branch staff or visit our website. Should you have any enquiries, please feel free to contact our branch staff or call 2287 6767.

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

China CITIC Bank International Limited

October 2023