

Notice of Amendment to Integrated Account Terms and Conditions and Account Rules

Hang Seng Bank Limited ("the Bank") would like to notify you the below amendments to the Integrated Account Terms and Conditions and Account Rules that will take effect from 28 August 2023 ("Effective Date"). The summary of the amendments is provided below:

A. Changes to the Integrated Account Terms and Conditions

- 1) **Add** a new "Part XV Terms and Conditions for Renminbi Services" as set out in Appendix 1:

To incorporate the "INFORMATION RELATING TO RENMINBI SERVICES OF HANG SENG BANK – PERSONAL CUSTOMER" into the Integrated Account Terms and Conditions as Part XV. For customers who are holding an existing Renminbi savings account being a Sub-account in an Integrated Account, "Part XV Terms and Conditions for Renminbi Services" shall supersede the "INFORMATION RELATING TO RENMINBI SERVICES OF HANG SENG BANK – PERSONAL CUSTOMER" from the Effective Date, and the Renminbi savings account shall be governed by "Part XV Terms and Conditions for Renminbi Services" and other applicable provisions of the Integrated Account Terms and Conditions.

- 2) **Revise** "Clause 8 Joint Accounts" under "PART I GENERAL TERMS AND CONDITIONS" in relation to the Bank's handling of deceased Joint Accounts":
 - (i) Clause 8(f) shall be replaced by a new clause 8(f); and
 - (ii) Add a new Clause 8(h)

The revised Clause 8 is set out in Appendix 2.

B. Changes to the Account Rules

- 1) **Add** a new Clause 16A "Joint Accounts" to "I. General (applicable to all accounts)" in relation to the Bank's handling of deceased Joint Accounts as set out in Appendix 3.

Please note that the revised Integrated Account Terms and Conditions shall be binding on you if you continue to maintain any Integrated Account, and the revised Account Rules shall be binding on you if you continue to maintain any other account with us on or after the Effective Date. Please also note that we may not be able to continue providing the services contemplated under the Integrated Account Terms and Conditions and/or Account Rules to you if you do not accept the changes set out in this Notice. If you do not accept the changes, you have the right to terminate your account(s) in accordance with the relevant clauses under the Integrated Account Terms and Conditions and Account Rules before the Effective Date.

From the Effective Date, any references to the Integrated Account Terms and Condition and Account Rules in any other terms and conditions, agreements or documents entered into between us shall be deemed to be references to the revised Integrated Account Terms and Conditions and Account Rules.

From 23 June 2023, you may obtain a copy of the revised Integrated Account Terms and Conditions and the revised Account Rules as follows:

- from the Bank's website:

For Integrated Account, please visit [Hang Seng Bank Website > Personal > Banking > Banking Overview> More Banking Services > Useful Information > Terms and Conditions for Integrated Account.](#)

For Non Integrated Account, please visit [Hang Seng Bank Website > Personal > Banking > Banking Overview> More Banking Services > Useful Information > Terms and Conditions for Non-Integrated Account.](#)

- visit any branches of the Bank.

Copy of the existing Integrated Account Terms and Conditions and Account Rules are available from the above website or any branches of the Bank until 28 September 2023. Also, you may download this customer notice from the Bank's website ([Hang Seng Bank Website > "Personal" > "Important notice" > "Notice of Amendment to Integrated Account Terms and Conditions and Account Rules"](#)) on or before 28 September 2023. You may not be able to access or download the existing Integrated Account Terms and Conditions and Account Rules and the

customer notice after the relevant date(s).

If you have any questions or should you wish to terminate any account, product and/or service, please contact your usual representative at Hang Seng Bank Limited or our customer service hotline at 2822 0228.

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

Hang Seng Bank Limited

June 2023

Appendix 1: The new "Part XV Terms and Conditions for Renminbi Services" under "INTEGRATED ACCOUNT TERMS AND CONDITIONS"

Part XV

Terms and Conditions for Renminbi Services

RMB Currency risk

Renminbi ("RMB") is subject to exchange rate risk. Fluctuation in the exchange rate of RMB may result in losses in the event that the customer subsequently converts RMB into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. RMB is currently not freely convertible and conversion of RMB may be subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice). The actual conversion arrangement will depend on the policy, regulatory requirements and/or restrictions prevailing at the relevant time.

The Bank provides Renminbi services to personal customers in the scope, and subject to the terms and conditions, as specified below:

A. Customer Eligibility

1. Any person is allowed to open a Renminbi deposit account (including, without limitation, a Renminbi current account which, however, is only applicable to a person aged 18 or above) by depositing initially with the Bank Renminbi banknotes, Renminbi that is transferred from a Renminbi account opened and maintained by such person with a licensed bank in Hong Kong, or Renminbi that is converted from Hong Kong Dollar, subject to the terms and conditions set out in this document. **A non-Hong Kong Resident opening a Renminbi Account or activating a Renminbi Account as a sub-account under his/her Integrated Account shall make a declaration to the Bank that he/she is a non-Hong Kong Resident. In case of a joint account, if all account holders are non-Hong Kong Residents, each account holder shall make a declaration to the Bank that he/she is a non-Hong Kong Resident. It is a condition that the Personal Customer shall immediately notify the Bank if the Personal Customer has changed his/her resident status subsequently to become a Hong Kong Resident, or to become a non-Hong Kong Resident.**

B. Savings and Current Accounts

2. No overdraft facility will be offered in respect of any Renminbi Account.
3. No overdraft is allowed in respect of any Renminbi Account.
4. Interest is payable on the credit balance in the Savings Account at such rate as determined by the Bank from time to time. No interest is payable on the credit balance in the Current Account.
5. There is no minimum initial deposit requirement for opening the Savings Account. All the transactions made through the Savings Account will be shown in the Personal Customer's Integrated Account's bank statement.
6. There is no minimum initial deposit requirement for opening the Current Account. The Bank will provide a separate monthly statement in respect of the transactions made through the Current Account to the Personal Customer.
7. Only a Personal Customer who holds an Integrated Account is allowed to open a Savings Account in the same name. Only a Personal Customer who holds a Savings Account is allowed to open a Current Account in the same name. The Personal Customer who holds a Current Account must continue to maintain the Savings Account in the same name for so long as the Personal Customer holds the Current Account.

8. A Personal Customer shall only maintain one Current Account with the Bank at any time.

The Personal Customer who is a Hong Kong Resident and holds a Current Account may only draw cheques on the Current Account to pay for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in Mainland China, and the amount that may be stated on, and drawn under, each of such cheques is subject to a maximum amount of RMB80,000 or such other amount as may be specified by the Bank from time to time, unless the cheques are issued and drawn for the use in Hong Kong. The Personal Customer who is a non-Hong Kong Resident can draw cheques on the Current Account for the use in Hong Kong only and the cheques cannot be used in Mainland China. All cheques issued and drawn on the Current Account for the use in Hong Kong shall comply with the usual banking practices in Hong Kong.

The Personal Customer who is a Hong Kong Resident shall ensure that the total amount of cheques (that are issued and drawn in relation to the payment for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in Mainland China) presented for payment under the Current Account on any day does not exceed RMB80,000 or such other amount as may be specified by the Bank from time to time.

10. Subject to Clause 10, the Personal Customer shall ensure that the total amount of cheques presented for payment under the Current Account on any day does not exceed such maximum amount as may be specified by the Bank from time to time (or the credit balance in the Current Account on such day). In the event that such maximum amount (or such credit balance) is exceeded, the Bank may at its absolute discretion (but is not obliged to) and without prior notice to the Personal Customer:- (a) pay some of the cheques presented for payment under the Current Account on the same day, in such order as may be determined by the Bank, so that the total sum paid on such day will be kept within such maximum amount (or such credit balance); and/or (b) return any one or all presented cheques; and/or (c) without prejudice to the rights in (a) and (b), (and the Bank is hereby authorised to) pay any such cheques by automatically transferring from the Savings Account to the Current Account at the transfer time (as designated by the Bank from time to time) on the next Business Day such sum as determined in accordance with the Renminbi Autosweeping Service. The Bank shall from time to time determine the transfer amount from the Savings Account to the Current Account under the Renminbi Autosweeping Service. The Personal Customer may credit any sum to the Savings Account and transfer such sum from the Savings Account to the Current Account before the transfer time (as designated by the Bank from time to time) on the next Business Day to pay any such cheques, but the Personal Customer shall not deposit such sum directly into the Current Account to cover the shortfall.
12. The Personal Customer who holds a Current Account will enjoy Renminbi Autosweeping Service unless otherwise cancelled by the Personal Customer by written notice to the Bank in advance.
13. The Bank will charge a Cheque Handling Fee as specified in the "Hang Seng Renminbi Services Interest Rates and Charges" for any cheque being used to pay for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in Mainland China and paid by using Renminbi Autosweeping Service before the transfer time (as designated by the Bank) on the next Business Day.

The Bank shall be entitled to return any cheque at its absolute discretion if (a) the amount of such cheque exceeds RMB80,000 or such other amount as may be specified by the Bank from time to time (unless the cheque is, in the Bank's opinion, issued and drawn for the use in Hong Kong); or (b) the monies standing to the credit of the Current Account are insufficient to settle the cheque; or (c) any technical error is spotted on such cheque; or (d) the cheque is issued by the Personal Customer who is a non-Hong Kong Resident for the use in Mainland China.

14. The Bank will charge a Cheque Return Handling Fee as specified in the "Hang Seng Renminbi Services Interest Rates and Charges" for any returned cheque.
15. The Bank is authorised to deduct the Cheque Return Handling Fee, Cheque Handling Fee or any other fees and charges payable to the Bank from any account maintained by the Personal Customer with the Bank.

The Personal Customer shall monitor the transactions under the Current Account with diligence. In the event that there are signs that any fund transfer arrangement may have been abused by the Personal Customer so as to deliberately exceed the daily cap (if any) imposed on the total amount of cheques presented to the Bank, the Bank may close any Renminbi Account or take such other appropriate actions as the Bank thinks fit.

The Personal Customer may deposit Renminbi banknotes, cheques or Renminbi that is converted from HKD equivalent at the Bank's prevailing exchange rate into the Renminbi Account. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the Current Account with items which are subsequently returned unpaid.

19. No Renminbi coins are accepted for deposit into Renminbi Account.
20. No cash cheques may be drawn on the Current Account. All cheques issued under the Current Account must be crossed and marked account-payee only and are non-endorseable and non-transferable.
21. The Personal Customer is not permitted to withdraw Renminbi banknotes from the Current Account by presenting cheques within Hong Kong.
22. A cheque should be presented for payment within six months after its date of issue, otherwise, the Bank will dishonour the cheque with the answer "Out of date".
23. Withdrawals from Savings Account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe.
24. No withdrawal of Renminbi banknotes can be made from any Renminbi Account at any of the Bank's branches in Mainland China.
25. Withdrawals of Renminbi banknotes from the Renminbi Account are subject to availability of the currency in question. In addition, withdrawals of Renminbi in large amounts are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary.

C. Exchange and Remittance

Exchange service refers to the conversion of HKD into Renminbi banknotes or deposit and conversion of Renminbi banknotes or deposit into HKD.

For exchange made through HKD account and Renminbi Account, the name(s) and ID number(s) of the account holder(s) for the selected HKD account and Renminbi Account must be exactly the same.

Remittance service refers to remitting Renminbi from the Renminbi Account to a bank account under the same name of the Personal Customer maintained with a bank or financial institution in the Mainland China. Remittance service will not apply to Renminbi Account under joint names. The maximum amount to be remitted to the Mainland China per Personal Customer who is a Hong Kong Resident per day is RMB80,000, or such other amount as may be specified by the Bank from time to time per day. The aforesaid outward remittance limit is not applicable to the Personal Customer who is a non-Hong Kong Resident. Remittance service to the Mainland China or other places outside Hong Kong for the Personal Customer who is a non-Hong Kong Resident is subject to local rules and requirements of Mainland China or the relevant jurisdictions. Outward remittance may be rejected due to local regulatory requirements and rules and subject to charges applicable to returned remittance.

29. The Personal Customer who is a Hong Kong Resident may remit Renminbi, which are remitted from the Savings Account but not withdrawn from the bank account under the same name of the Personal Customer maintained with a bank or financial institution in the Mainland China, to the Savings Account subject to the approval of the Bank and the relevant authorities. The aforesaid inward remittance restriction is not applicable to the Personal Customer who is a non-Hong Kong Resident. Remittance service from the Mainland or other places outside Hong Kong for the Personal Customer who is a non-Hong Kong Resident is subject to local rules and requirements of Mainland China or the relevant jurisdictions.

D. Renminbi Autosweeping Service

In using the Renminbi Autosweeping Service, the Personal Customer agrees to be bound by the terms and conditions set out in this Section D (as may be amended from time to time).

31. If (a) the credit balance in the Current Account is insufficient to pay any cheque(s) presented to the Bank on any Business Day, or (b) the total amount of cheques presented for payment under the Current Account on any Business Day exceeds such maximum amount as may be specified by the Bank from time to time, the Bank may at its absolute discretion and without prior notice to the Personal Customer (and the Bank is hereby authorised to) pay any or all of such cheque(s) by automatically transferring such shortfall amount of such cheque(s) as determined by the Bank at its absolute discretion, subject to the Prescribed Cap, from the Savings Account to the Current Account at the transfer time (as designated by the Bank from time to time) on the next Business Day PROVIDED THAT the amount of available cleared funds in the Savings Account reaches or exceeds such shortfall amount, and the aggregate amount transferred on each Business Day under this Clause shall not exceed the Prescribed Cap.

For the avoidance of doubt, if the shortfall amount of any single cheque exceeds the Prescribed Cap or the conditions set out in Clause 32 is not fulfilled, the Bank shall not effect the transfer for such cheque pursuant to Clause 32.

The Bank is entitled to charge fees on the Bank's performance of the Renminbi Autosweeping Service. Notwithstanding the Prescribed Cap and without prejudice to Clause 17, the Bank is authorised to transfer the amount of handling fees in respect of the Renminbi Autosweeping Service from the Savings Account to the Current Account and deduct such handling fee from the Current Account.

34. The Personal Customer acknowledges and agrees that it is his duty from time to time to monitor and maintain sufficient available cleared funds in the Savings Account to enable all applicable instructions, obligations and liabilities on the Savings Account owed to the Bank or any third party (including any autopay or direct debit authorisation) to be met and/or discharged taking account of any automatic transfers which may be effected by the Bank from time to time pursuant to the Renminbi Autosweeping Service.

The Bank shall not assume any liability or responsibility to the Personal Customer or any third party for checking or matching any applicable instructions, obligations and liabilities of the Personal Customer owed to the Bank or any third party on the Savings Account, or for the consequences arising out of or in connection with the provision of the Renminbi Autosweeping Service including any loss or damage suffered by the Personal Customer or any third party resulting from the lack or insufficiency of funds in the Savings Account to meet and/or discharge any applicable instructions, obligations or liabilities on the Savings Account.

E. Other General Information

36. (a) In connection with any banking transactions denominated in Renminbi cleared or settled through the Renminbi clearing and settlement system established in Hong Kong, the Personal Customer:
 - (i) acknowledges that the operation of the Renminbi clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time);
 - (ii) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Personal Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of profit, special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the Renminbi clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use (including without

limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any such Member) of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them; and/or

(ii) without prejudice to (i) above, the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules (including without the limitation the Operating Procedures referred to therein (as the same may be modified from time to time).

- (b) The Personal Customer agrees that:
 - (i) cheques drawn by the Personal Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the Renminbi Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (ii) the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (i).

The terms and conditions (including fees and charges), specifications and information applicable to the Renminbi Account, Renminbi services, Renminbi deposits and/or Renminbi cheques set out herein are to be determined and may be amended by the Bank at any time and from time to time according to the Bank's agreement with the clearing bank and the Applicable Regulations. Such terms and conditions, specifications and information and their revision or addition shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Personal Customer.

The Bank reserves the right to introduce additional terms and conditions applicable to the Renminbi Accounts, Renminbi services, Renminbi deposits and/or Renminbi cheques, terminate the provision of any Renminbi services, cancel the Renminbi Account and/or transfer or convert any amount in the Renminbi Account or any Renminbi deposits in order to comply with the Bank's agreement with the clearing bank and Applicable Regulations.

The Bank has the right to report all or any transactions and information relating to the Personal Customer, the Renminbi Account and Renminbi services to the relevant authorities and those as required by the Bank's agreement with the clearing bank and Applicable Regulations.

The Personal Customer may request the Renminbi services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Personal Customer shall give instructions or the Bank shall provide the Renminbi services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi services.

For the avoidance of doubt, all deposits (including, without limitation, term deposits) denominated in Renminbi placed and maintained with the Bank by the Personal Customer will be governed by the terms and conditions set out herein, and other terms and conditions applicable to such deposits (as they may be respectively amended and supplemented from time to time).

The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.

Information relating to Renminbi card services is not covered in this document.

This document shall be governed by the laws of Hong Kong. Each of the Bank and the Personal Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.

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

46. Unless the context otherwise requires, the terms and expressions appearing in this document shall have the following meaning:-

"Applicable Regulations" means any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body applicable from time to time;

"Bank" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the Services on its behalf;

"Business Day" means a day on which the Bank is open to the general public for business in Hong Kong (excluding Saturday and Sunday);

"Current Account" means the Renminbi current account opened and maintained by the Personal Customer with the Bank;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Hong Kong dollar" or "HKD" means the lawful currency of Hong Kong for the time being;

"Hong Kong Resident" means an individual who is a holder of a Hong Kong Identity Card notwithstanding that the individual may also possess an identity proof of residency or citizenship of another jurisdiction; and "non-Hong Kong Resident" shall be construed accordingly;

"Integrated Account" means the Integrated account opened and maintained by the Personal Customer with the Bank;

"Mainland China" means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);

"Personal Customer" means the person or, as the case may be, each person in whose name the Savings Account or the Current Account is opened and includes any personal representative or lawful successor of such person;

"Prescribed Cap" means the maximum amount as designated by the Bank from time to time;

"Renminbi" or "CNY" or "RMB" or "CNH" means the lawful currency of the Mainland China for the time being;

"Renminbi Autosweeping Service" means the automatic fund transfer service provided by the Bank to the Personal Customer in accordance with Section D;

"Renminbi Accounts" mean the Current Account and the Savings Account, and "Renminbi Account" means either of them; and

"Savings Account" means the Renminbi savings account opened and maintained by the Personal Customer with the Bank.

Note: All the information set out in this document is provided to the best of the Bank's knowledge and understanding of the relevant law, rules, regulations, directions and guidelines governing or otherwise applicable to the Renminbi Account or the Renminbi services. Please refer to any updates that shall be published or issued by the Bank from time to time including notices that are placed at the Bank's branches. Please also visit any of the Bank's branches or contact the staff of the Bank for the most updated information on the above

Appendix 2: The revised "Clause 8 Joint Accounts" under "PART I GENERAL TERMS AND CONDITIONS" in "INTEGRATED ACCOUNT TERMS AND CONDITIONS"

8. **Joint Accounts**
If there is more than one Customer:
 - (a) the liability and obligations of each Customer are joint and several;
 - (b) each Customer shall be bound even though any other Customer or any other person intended to be bound by these Terms and Conditions is not;
 - (c) the Bank shall be entitled to deal separately with a Customer on any matter, including the discharge of the liability of that Customer to any extent, without affecting the liability of any other Customer;
 - (d) no Customer shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another Customer;

(e) any communication from the Customers to the Bank shall be effective only if given by each Customer or each surviving Customer to the Bank and any communication from the Bank to the Customer shall be effective if given by the Bank to any Customer;

(f) on the Bank being satisfied that any of the Customers has died, the Bank shall be entitled to hold the Assets and any securities and property of any description held in the Integrated Account to the order of the surviving Customer(s) or the personal representative(s) of the last survivor under these Terms and Conditions subject to compliance of all applicable requirements under laws, rules and regulations including, without limitation, all obligations regarding payment or clearance of estate duty. However, this will not limit or reduce any right the Bank may have arising from any lien, mortgage, charge, pledge, set-off, counter-claim or in any other manner. The surviving Customer(s) shall indemnify and reimburse the Bank, its officers, and employees in respect of any liability including any claim which may be made against the Bank as a result of the Bank's complying with any such order, instruction and authorisation from the surviving Customer(s) or the personal representative(s) of the last surviving Customer;

(g) where product/transaction suitability assessment is applicable, the Bank will perform suitability assessment based on the information of the Customer who places the relevant instructions; and

(h) Without limiting or reducing the effect of Clause 21, the Bank may disclose amongst all of the Customer(s), without further consent from any Customer:

- (i) any information about the Integrated Account which may relate to any period when the Integrated Account is maintained in the Customer(s)' joint names; and
- (ii) any personal data and other information relating to or provided by any of the Customer(s).

(g) where product/transaction suitability assessment is applicable, the Bank will perform suitability assessment based on the information of the Customer who places the relevant instructions; and

(h) Without limiting or reducing the effect of Clause 21, the Bank may disclose amongst all of the Customer(s), without further consent from any Customer:

- (i) any information about the Integrated Account which may relate to any period when the Integrated Account is maintained in the Customer(s)' joint names; and
- (ii) any personal data and other information relating to or provided by any of the Customer(s).

Appendix 3: The new "Clause 16A Joint Accounts" under "I. General (applicable to all accounts)" in "Account Rules"

- 16A. **Joint Accounts**
If there is more than one customer:-
 - (a) the liability and obligations of each customer are joint and several;
 - (b) each customer shall be bound even though any other customer or any other person intended to be bound by these terms and conditions is not;
 - (c) the Bank shall be entitled to deal separately with a customer on any matter, including the discharge of the liability of that customer to any extent, without affecting the liability of any other customer;
 - (d) no customer shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another customer;
 - (e) any communication from the customers to the Bank shall be effective only if given by each customer or each surviving customer to the Bank and any communication from the Bank to the customer shall be effective if given by the Bank to any customer;
 - (f) on the Bank being satisfied that any of the customer has died, the Bank shall be entitled to hold all the asset (whether cash or otherwise) and any securities and property of any description held in any account to the order of the surviving customer(s) or the personal representative(s) of the last survivor under these terms and conditions subject to compliance of all applicable requirements under law rules and regulations including, without limitation, all obligations regarding payment or clearance of estate duty. However, this will not limit or reduce any right the Bank may have arising from any lien, mortgage, charge, pledge, set-off, counterclaim or in any other manner. The surviving customer(s) shall indemnify and reimburse the Bank, its nominee, agents, officers, and employees in respect of any liability including any claim which may be made against the Bank as a result of the Bank's complying with any such order, instruction and authorisation from the surviving customer(s) or the personal representative(s) of the last surviving customer.



HANG SENG BANK

綜合戶口章則及戶口章則的修訂通知

由2023年6月23日起，閣下可於以下途徑獲取經修訂的綜合戶口章則及戶口章則：

恒生銀行有限公司（「本行」）謹此通知閣下，綜合戶口章則及戶口章則將於2023年8月28日（「生效日期」）起作出以下修訂。修訂的摘要如下：

甲. 綜合戶口章則的修訂

1) **新增**「第XV部份 人民幣服務條款及細則」，內容載於附錄1：

將「恒生銀行人民幣服務資料－個人客戶」納入綜合戶口章則為第XV部份。如客戶已持有綜合戶口附屬戶口的人民幣儲蓄存款戶口，「第XV部份 人民幣服務條款及細則」自生效日期起將取代「恒生銀行人民幣服務資料－個人客戶」，以及人民幣儲蓄存款戶口將受「第XV部份 人民幣服務條款及細則」及綜合戶口章則其他適用條文規管。

2) **修改**於「第I部份 一般章則」有關「8. 聯名戶口」的條款及就本行對已故聯名賬戶的處理：

- (i) 現有條款8(六)將被新條款8(六)取代；及
- (ii) 新增條款8(八)

經修訂的條款8載於附錄2。

乙. 戶口章則的修訂

1) **新增**條款16A「聯名戶口」至「I. 一般章則（適用於各類戶口）」及就本行對已故聯名賬戶的處理，內容載於附錄3。

請注意，如閣下於生效日期當日或之後繼續持有綜合戶口，經修訂的綜合戶口章則對閣下即具約束力。如閣下於生效日期當日或之後於本行繼續持有任何其他戶口，經修訂的戶口章則對閣下即具約束力。請同時注意，如閣下不接受載於本通知的修訂，本行可能無法繼續為閣下提供綜合戶口章則及／或戶口章則項下的服務。如閣下不接受載於本通知的修訂，請於上列生效日期之前，根據綜合戶口章則及戶口章則的有關條文終止戶口。

由生效日期起，閣下與本行之間訂立的任何其他條款及細則、合約或文件中對綜合戶口章則及戶口章則的任何提述，應被視為分別對經修訂的綜合戶口章則及戶口章則的提述。

由2023年6月23日起，閣下可於以下途徑獲取經修訂的綜合戶口章則及戶口章則：

- 恒生銀行網頁

有關綜合戶口，請瀏覽恒生銀行網頁>個人理財>銀行服務>銀行服務概覽>其他銀行服務>有用資料>條款及細則-綜合戶口章則。

有關非綜合戶口，請瀏覽恒生銀行網頁>個人理財>銀行服務>銀行服務概覽>其他銀行服務>有用資料>條款及細則-非綜合戶口章則。

- 親臨恒生銀行分行

現時的綜合戶口章則及戶口章則可於2023年9月28日或之前於上述網頁或於本行分行下載或索取。閣下亦可於2023年9月28日或以前於本行網頁（本行網頁>「個人理財」>「重要通告」>「綜合戶口章則及戶口章則」的修訂通知）下載此客戶通知。有關日子後客戶未必能夠查閱或下載現時的综合戶口章則及戶口章則及此客戶通知。

如閣下有任何疑問，或有意終止任何戶口、產品或服務，請聯絡本行職員或致電客戶服務熱線2822 0228。

本通知中英文版本如有歧義，概以英文版為準。

恒生銀行有限公司

2023年6月

附錄1：新增「第XV部份 人民幣服務條款及細則」至「綜合戶口章則」

第XV部份

人民幣服務條款及細則

人民幣貨幣風險

人民幣乃受制於匯率風險。客戶於兌換人民幣至其他貨幣(包括港幣)時將可能受匯率波動而引致損失。有關當局所實施的外匯管制亦可能對適用匯率造成不利的影響。人民幣現時並非自由兌換的貨幣可能受制於若干政策、監管要求及／或限制(有關政策、監管要求或限制將不時更改而毋須另行通知)。實際的兌換安排須依據當時的政策、監管要求及／或限制而定。

銀行根據以下範圍及條款及條件為個人客戶提供人民幣服務：

A. 客戶資格

- 受制於本文件之條款及條件，任何人士可通過存入人民幣現鈔或存入經其於任何一間香港持牌銀行開立之人民幣戶口轉賬之人民幣或存入以港元兌換之人民幣而於銀行開立人民幣存款戶口(包括但不限於人民幣往來存款戶口，但人民幣往來存款戶口只適用於18歲或以上之客戶)。非香港居民開立人民幣戶口或啟動其綜合戶口內之人民幣戶口，須向銀行作出聲明其為非香港居民。若為聯名戶口而所有戶口持有人均為非香港居民，每名戶口持有人須向銀行作出聲明其為非香港居民。個人客戶日後若更改居民身份成為香港居民或非香港居民必須立即通知銀行。

B. 儲蓄及往來戶口

- 任何人民幣戶口均不會提供透支服務。
- 任何人民幣戶口均不容許透支。
- 儲蓄戶口應付利息乃根據銀行不時釐定之利率按實方結餘計算。往來戶口實方結餘概不附利息。
- 開立儲蓄戶口並無初次存款規定。透過儲蓄戶口進行之所有交易，將於個人客戶綜合戶口月結單列出。
- 開立往來戶口並無初次存款規定，「銀行」將就透過往來戶口進行之交易，向個人客戶發放月結單。

7. 擁有綜合戶口之個人客戶方可以同一姓名開立儲蓄戶口。擁有儲蓄戶口之個人客戶方可以同一姓名開立往來戶口，而擁有往來戶口之個人客戶必須於擁有往來戶口期間繼續保留同一姓名之儲蓄戶口。

8. 個人客戶於任何時間於銀行開立之往來戶口限於一個。

9. 除非有關人民幣支票是在香港使用，否則香港居民及擁有往來戶口之個人客戶僅可就往來戶口開具支票，以用於支付在中國內地廣東省(包括深圳市)購買消費品及／或接受服務之費用，而且該支票上列示及可提取之數額不得超過最高限額人民幣80,000元或銀行可不時具體指明之其他數額。非香港居民之個人客戶僅可就往來戶口開具支票在香港使用，有關人民幣支票不可以在中國內地使用。人民幣支票在香港的使用須按照香港銀行業務的常用規則辦理。

10. 香港居民之個人客戶須確保任何一天內就往來戶口要求付款之有關在中國內地廣東省(包括深圳市)購買消費品及／或接受服務費用之支票總額不得超過最高限額人民幣80,000元或銀行可不時具體指明之其他數額。

11. 受制於第10條的前提下，個人客戶須確保任何一天內就往來戶口要求付款之支票總額不得超過銀行可不時具體指明之最高限額(或往來戶口當天結存的款額)。倘若超過最高限額(或超過結存款額)，銀行可運用其絕對酌情權(但非必須)並無須事先通知個人客戶而：(a) 根據銀行釐定之次序於同一日償付已提示要求就往來戶口付款之某些支票款額，以便當天支付之總額保持於最高限額(或結存款額)之內；及／或(b) 退回一張或多於一張已提示要求付款之支票；及／或(c) 於不影響(a)及(b)項之權利下，(銀行在此獲授權)按銀行於下一個營業日指定之轉賬時間將根據人民幣自動轉撥服務規定釐定之數額從儲蓄戶口自動轉賬至往來戶口，以償付任何該等支票要求之付款。銀行將不時釐定人民幣自動轉撥服務中由儲蓄戶口轉賬到往來戶口之數額。個人客戶亦可於下一個營業日指定之轉賬時間內存入足夠款項於儲蓄戶口，並從儲蓄戶口轉賬至往來戶口，以償付任何該等支票要求之付款；但個人客戶不可將有關款項直接存入往來戶口，以償付任何該等支票要求之付款。

12. 除非個人客戶另行事先書面通知銀行取消人民幣自動轉撥服務，否則開立往來戶口之個人客戶自動享用人民幣自動轉撥服務。

13. 銀行將就銀行於下一個營業日指定之轉賬時間前採用人民幣自動轉撥服務，以償付任何有關在中國內地廣東省(包括深圳市)購買消費品及／或接受服務費用之支票而收取「恒生人民幣服務利率及收費表」內具體指明之支票處理手續費。

14. 銀行有權根據以下情況運用其絕對酌情權退回任何支票：(a)該(等)支票的金額超過人民幣80,000元或銀行不時具體指明之數額，但銀行認為有關支票是在香港使用則除外；或(b)往來戶口中實方款額不足以償付支票要求之付款；或(c)該(等)支票上有任何技術性錯誤；或(d)該(等)支票由非香港居民之個人客戶開具在中國內地使用。

15. 銀行就任何一張退回支票收取「恒生人民幣服務利率及收費表」內具體指明之退票處理手續費。

16. 銀行獲授權從個人客戶於銀行持有之任何戶口扣除退票處理手續費、支票處理手續費、或應付予銀行之任何其他費用及收費。

17. 個人客戶須盡力負責監控往來戶口之交易。倘若有任何跡象顯示個人客戶濫用任何資金轉撥安排，以至於故意超越就支票總額之每日上限(如有)，銀行可結束任何人民幣戶口或採取銀行認為恰當之任何其他適用行動。

18. 個人客戶可將人民幣現鈔、人民幣支票或用等值港元現鈔按銀行當時之匯率兌換之人民幣存入人民幣戶口。凡存入支票及其他票據，雖已入帳，仍須經收妥後方能作實。如遇退票，銀行保留在人民幣戶口內照數扣除有關款額的權利。

19. 人民幣戶口不接受人民幣硬幣存入。

20. 不得就往來戶口開具現金支票。就往來戶口開具之支票必須註明存入收款人賬戶且不得背書及不得轉讓。

21. 個人客戶於香港內提示支票要求付款不能從往來戶口提取人民幣現鈔。

22. 要求付款之支票須於開具之日起計六個月內提示，否則，銀行將作「逾期」處理並予以拒付。

23. 從儲蓄戶口提款不得使用支票或其他金融票據，只可用銀行規定之指示形式。

24. 個人客戶均不能從銀行設於中國內地之任何分行之人民幣戶口提取人民幣現鈔。

25. 從人民幣戶口提取人民幣現鈔須視乎所指貨幣之存量。此外，提取大額人民幣須提前三個營業日通知銀行。銀行保留按需要以其他貨幣支付之權利。

C. 兌換及匯款

26. 兌換服務指將港元兌換成人民幣現鈔或存款及將人民幣現鈔或存款兌換成港元。

27. 若通過港元戶口及人民幣戶口進行兌換，所選擇的港元戶口及人民幣戶口的戶口持有人(等)之名稱及證件號碼必須完全相同。

28. 匯款服務指將人民幣從人民幣儲蓄戶口匯至個人客戶在中國內地之同一姓名銀行戶口。匯款服務不適用於聯名人民幣戶口。每位香港居民之個人客戶匯往中國內地之最高限額為每日人民幣80,000元或銀行不時具體指明之其他數額。上述匯出匯款服務最高限額不適用於非香港居民之個人客戶。非香港居民之個人客戶匯往中國內地或匯往香港以外之匯款服務須受制於中國內地或有關地區之當地規則及要求。客戶並需留意有關匯出匯款可能因當地監管要求及規則而被退回及需扣除退回匯款手續費。

29. 經由銀行及相關機構核准後，香港居民之個人客戶有權從個人客戶於中國內地銀行或金融機構持有並與同一姓名開立之銀行戶口匯出該等由儲蓄戶口匯入但未提取之人民幣至儲蓄戶口。上述匯入匯款限制不適用於非香港居民之個人客戶。由中國內地或香港以外地方匯給非香港居民之個人客戶之匯款服務須受制於中國內地或有關地區之當地規則及要求。

D. 人民幣自動轉撥服務

30. 使用人民幣自動轉撥服務時，個人客戶同意受到本D節所載條款及條件(可不時予以修訂)約束。

31. 倘若(a)於任何營業日，往來戶口之貨方結餘不足以支付向「銀行」兌現之任何支票，或(b)於任何營業日，要透過往來戶口支付之支票總額，超過銀行不時可能註明之最高款額，則銀行可按其絕對酌情權及不會向個人客戶發出事先通知，於下一個營業日之轉賬時間(按銀行不時之指定)，(銀行在此獲授權)自動將有關支票之不足款額(按銀行之絕對酌情權釐定)(但以指定上限為限)從儲蓄戶口轉賬至往來戶口，以支付有關支票之全部或部分款額，惟根據本條款，儲蓄戶口中可用來結算之資金(達到或超過有關不足款額)，以及於每個營業日經轉賬之總額，均不可超過指定上限。

32. 為清楚起見，倘若任何單一支票之不足款額超過指定上限，或並無達致第32條所載條件，則銀行不會根據第32條為有關支票進行轉賬。

33. 銀行有權就其提供之人民幣自動轉撥服務而收取費用。儘管設有指定上限及在不影響第17條的情況下，銀行獲授權將就人民幣自動轉撥服務而收取之手續費從儲蓄戶口轉賬至往來戶口，並從往來戶口中扣除有關手續費。

34. 個人客戶確認及同意其本身負有責任不時監控並確保儲蓄戶口內有足夠的可供結算資金，以便就銀行不時根據自動轉撥服務之要求可能執行之任何自動轉賬執行所有適用指示及／或履行儲蓄戶口應向銀行或任何第三方承擔之義務及法律責任(包括任何自動付款或直接扣賬之授權)。

35. 銀行無須向個人客戶或任何第三方承擔任何法律責任或責任，以檢查或對照任何適用指示、個人客戶就儲蓄戶口應向銀行或任何第三方承擔之義務及法律責任，亦無須為因提供自動轉撥服務而產生或與提供自動轉撥服務有關之後果承擔任何法律責任或責任，包括由於執行任何適用指示及／或履行儲蓄戶口有關之義務或法律責任時儲蓄戶口內缺乏資金或資金不足而導致個人客戶或任何第三方遭受之任何損失或損害。

E. 其他一般資料

36. a. 有關經由香港人民幣結算系統交收或結算的人民幣銀行交易賬項，個人客戶均須：

- (i) 確認人民幣結算系統會依據人民幣交換所規則及其中提及的操作程序(包括其不時的修訂)運作；及
- (ii) 同意香港金融管理局毋須對個人客戶或任何人士由於下列原因直接或間接引致的任何索償、損失、損害或開支(包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失)(即使香港金融管理局已知或理應知道其可能存在)負上任何義務或承擔任何法律責任：-
 - (i) 香港金融管理局(在出於真誠的情況下)或人民幣結算系統的結算機構、香港銀行同業結算有限公司、任何成員(定義見人民幣交換所規則)或其他任何人仕在管理、運作或使用(包括但不限於已被終止及／或暫停

結算機構、交換設施(定義見人民幣交換所規則)或任何該等成員)交換所(定義見人民幣交換所規則)或交換設施(定義見人民幣交換所規則)或其任何部份時所作出或沒有作出的任何事情；及／或

(ii) 在不違反上述(i)點的情況下，任何有關或根據人民幣交換所規則及其中提及的操作程序(包括其不時的修訂)所發出的同意、通告、通知書或批准。

b. 個人客戶同意：

(i) 由個人客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所(定義見人民幣交換所規則)操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司(視屬何情況而定)可銷毀該等支票；及

(ii) 本行獲授權按照(i)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。

37. 本文件所述適用於人民幣戶口、人民幣服務、人民幣存款及／或人民幣支票之條款及條件(包括費用及收費)、具體說明與資料由銀行於任何時間及不時根據銀行與清算行訂立之協議及適用規定而予以釐定及修訂。該等條款及條件、具體說明與資料以及相關修訂或增補內容經銀行發出通知後生效，並對個人客戶具有約束力；有關通知可通過展示、廣告或銀行認為適合之其他途徑。

38. 銀行保留權利增補應用於人民幣戶口、人民幣服務、人民幣存款及／或人民幣支票之額外條款及條件、終止任何人民幣服務、取消人民幣戶口及／或符合人民幣戶口內任何款額或人民幣存款之轉撥或兌換，以便符合銀行與清算行訂立之協議及適用規定。

39. 銀行有權根據與清算行訂立之協議及適用規定向相關機構報告與個人客戶、人民幣戶口及人民幣服務有關之所有或任何交易及資料。

40. 個人客戶可根據銀行不時具體規定之程序(包括但不限於個人客戶給與指示或銀行提供人民幣服務之途徑或媒介)要求提供人民幣服務。銀行可不時具體規定並更改任何人民幣服務之範圍及幅度。

41. 為了避免疑問，任何個人客戶存放於銀行之人民幣存款(包括但不限於定期存款)將受制於本文件所列之條款及條件，以及其他適用於該存款之條款及條件(包括其各自的修訂及更新)。

42. 銀行保留不時修訂任何費用及收費之權利。索取詳情請聯絡銀行任何分行。

43. 人民幣卡服務有關資料不包含於本文件內。

44. 本文件須受香港管轄。銀行及個人客戶各自接受香港法院非專有司法管轄權管轄。

45. 本文件中、英文版如有歧異，概以英文版為準。

46. 除文義另有所指外，本文件所用詞彙具有以下涵義：

「適用規定」指不時適用之任何法律、規定、法令，或任何監管機關、政府機構、清算或結算行或交易機構或專業機構發佈之任何(不論是是否具有法律效力之)規則、指示、指引、守則、通知、限制或類似規定；

「銀行」指恒生銀行有限公司(地址為香港德輔道中83號)，以及其繼任人及受讓人、以及(如文義准許)包括銀行委任作為其代名人或代理之任何人士，以代表銀行提供此項服務之任何人士；

「營業日」指銀行於香港向公眾開放營業之日子(不包括星期六及星期日)；

「往來戶口」指個人客戶於銀行開立之人民幣往來存款戶口；

「香港」指中華人民共和國香港特別行政區；

「港元」／「HKD」指香港現行的法定貨幣；

「香港居民」指獲發香港居民身份證之人士，即使該人亦可能擁有其他地區之居民或公民的身份證明；「非香港居民」須據此解釋；

「綜合戶口」指個人客戶於銀行開立之綜合戶口；

「中國內地」指中華人民共和國(不包括香港、澳門特別行政區及台灣)；

「個人客戶」指以其名義開立儲蓄戶口或往來戶口之人士或(視情況而定)每位人士，並且包括該等人士之任何遺產代理人或合法繼承人；

「指定上限」指銀行不時指定之最高限定數額；

「人民幣」／「RMB」／「CNY」／「CNH」指中國內地現行的法定貨幣；

「人民幣自動轉撥服務」指銀行根據第D節定向個人客戶提供之自動資金轉賬服務；

「該等人民幣戶口」指往來戶口及儲蓄戶口，「人民幣戶口」指任何一個；及

「儲蓄戶口」指個人客戶於銀行開立之人民幣儲蓄存款戶口。

附註：本文件載列所有資料乃根據銀行對有關法律、規則、規定、指示以及適用於人民幣戶口或人民幣服務之規定指引所知及理解而提供。請參考銀行不時公佈或發出之任何更新資料，包括置於銀行分行之通知。索取上述內容有關最新資料亦可親臨銀行任何分行與銀行職員聯絡。

附錄2：經修訂的「綜合戶口章則」中「第I部份 一般章則」有關「8. 聯名戶口」的條款

8. 聯名戶口

倘「客戶」多於一名：

(一)各「客戶」共同及個別承擔債務及責任：

(二)即使有任何「客戶」或其他「人士」應受本「章則」約束但未被如此約束，每位「客戶」仍將受本「章則」約束：

(三)「本行」有權與個別「客戶」處理任何事宜(包括在任何程度上解除該「客戶」清償債務之責任)，而不影響任何其他「客戶」之債務；

(四)任何「客戶」均無權享有為其他「客戶」債務或責任作保證人之有關權利或補償；

(五)任何由「客戶」發給「本行」始告生效。若由「本行」發給「客戶」，則發給任何一位「客戶」便告生效：

(六)在「本行」接納任何「客戶」已經死亡時，並於在生之「客戶」或最後仍在生之「客戶」的遺產代理人遵守法律之所有適用規定、規則及規例(包括但不限於有關支付或結清遺產稅)後，「本行」將有關根據本「章則」須待仍在生之「客戶」提供「本行」信納之有關「客戶」之死亡證明及證明遵守法律之所有適用規定(包括但不限於有關支付或結清遺產稅)的情況下，按仍在生之「客戶」或最後仍在生之「客戶」的遺產代理人之指示持有任何戶口內之任何資產及任何種類及描述的資產、財產及證券。然而，以上不會限制或削弱「本行」行使因任何情況而產生的留置權、抵押權、押記權、各項費用、質典、抵銷、反訴或任何其他權利所產生的權利。如「本行」或其代名人或代理人或其職員或其僱員因「本行」遵照仍在生之「客戶」或最後仍在生之「客戶」的遺產代理人之指示持有綜合戶口內之「資產」及任何種類及描述的資產、財產及「證券」。然而，以上不會限制或削弱「本行」行使因任何情況而產生的留置權、抵押權、押記權、各項費用、質典、抵銷、反訴或任何其他權利所產生的權利。如「本行」或其代名人或代理人或其職員或其僱員因「本行」遵照仍在生之「客戶」或最後仍在生之「客戶」的遺產代理人的指示及授權而引致任何責任包括對「本行」的任何索償要求時，仍在生之「客戶」須向「本行」承擔彌償及作出償還：

(七)如產品／交易合適性評估適用，「本行」將會根據發出有關「指示」的「客戶」的資料進行合適性評估；及

(八)在不限制或削弱在第29項條文的效力下，「本行」可向全體「客戶」披露下列資料而不須另行取得「客戶」任何一人的同意：

(i) 「客戶」以聯名方式維持戶口時的任何期間內可能與戶口有關的任何資料；及

(ii) 有關「客戶」任何一人的任何個人資料及其他資料。

(九)在不限制或削弱在第21項條文的效力下，「本行」可向全體「客戶」披露下列資料而不須另行取得「客戶」任何一人的同意：

(i) 「客戶」以聯名方式維持綜合戶口時的任何期間內可能與綜合戶口有關的任何資料；及

(ii) 有關「客戶」任何一人的任何個人資料及其他資料。

附錄3：新增條款16A「聯名戶口」至「戶口章則」中「I. 一般章則（適用於各類戶口）」

16A. 聯名戶口

倘「客戶」多於一名：

a. 各「客戶」共同及個別承擔債務及責任；

b. 即使有任何「客戶」或其他人士應受本章則約束但未被如此約束，每位「客戶」仍將受本章則約束：

c. 「本行」有權與個別「客戶」處理任何事宜(包括在任何程度上解除該「客戶」清償債務之責任)，而不影響任何其他「客戶」之債務；

d. 任何「客戶」均無權享有為其他「客戶」債務或責任作保證人之有關權利或補償；



综合户口章程及户口章程的修订通知

恒生银行有限公司(「本行」)谨此通知阁下，综合户口章程及户口章程将于2023年8月28日(生效日期)起作出以下修订。修订的摘要如下：

甲. 综合户口章程的修订

1) **新增**「第XV部份 人民币服务条款及细则」，内容载于附录1：

将“恒生银行人民币服务资料-个人客户”纳入综合户口章程则为第XV部份。如客户已持有综合户口附属户口的人民币储蓄存款户口，“第XV部份 人民币服务条款及细则”自生效日期起将取代“恒生银行人民币服务资料-个人客户”，以及人民币储蓄存款户口将受“第XV部份 人民币服务条款及细则”及综合户口章程其他适用条文规管。

2) **修改**于「第I部份 一般章程」有关「8. 联名户口」的条款及就本行对已故联名账户的处理：

(i) 现有条款8(六)将被新条款8(六)取代；及

(ii) 新增条款8(八)

经修订的条款8载于附录2。

乙. 户口章程的修订

1) **新增**条款16A「联名户口」至「I. 一般章程(适用于各类户口)」及就本行对已故联名账户的处理，内容载于附录3。

请注意，如阁下于生效日期当日或之后继续持有综合户口，经修订的综合户口章程对阁下即具约束力。如阁下于生效日期当日或之后于本行继续持有任何其他户口，经修订的户口章程对阁下即具约束力。请同时注意，如阁下不接受载于本通知的修订，本行可能无法继续为阁下提供综合户口章程及／或户口章程项下的服务。如阁下不接受载于本通知的修订，请于上列生效日期之前，根据综合户口章程及户口章程的有关条文终止户口。

由生效日期起，阁下与本行之间订立的任何其他条款及细则、合约或文件中对综合户口章程及户口章程的任何提述，应被视为分别对经修订的综合户口章程及户口章程的提述。

由2023年6月23日起，阁下可于以下途径获取经修订的综合户口章程及户口章程：

- 恒生银行网页

有关综合户口，请浏览恒生银行网页 > 个人理财 > 银行服务 > 银行服务概览 > 其他银行服务 > 有用资料 > 条款及细则-综合户口章程。

有关非综合户口，请浏览恒生银行网页 > 个人理财 > 银行服务 > 银行服务概览 > 其他银行服务 > 有用资料 > 条款及细则-非综合户口章程。

- 亲临恒生银行分行

现时的综合户口章程及户口章程可于2023年9月28日或之前于上述网页或于本行分行下载或索取。阁下亦可于2023年9月28日或以前于本行网页(本行网页>「个人理财」>「重要通告」>「综合户口章程及户口章程的修订通知」)下载此客户通知。有关日子后客户未必能够查阅或下载现时的综合户口章程及户口章程及此客户通知。

如阁下有任何疑问，或有意终止任何户口、产品或服务，请联络本行职员或致电客户服务热线2822 0228。

本通知中英文版本如有歧义，概以英文版为准。

恒生银行有限公司

2023年6月

附录1：新增「第XV部份 人民币服务条款及细则」至「综合户口章程」

第XV部份

人民币服务条款及细则

人民币货币风险

人民币乃受制于汇率风险。客户于兑换人民币至其他货币(包括港币)时将可能受汇率波动而引致损失。有关当局所实施的外汇管制亦可能对适用汇率造成不利的影响。人民币现时并非自由兑换的货币可能受制于若干政策、监管要求及／或限制(有关政策、监管要求或限制将不时更改而毋须另行通知)。实际的兑换安排须依据当时的政策、监管要求及／或限制而定。

银行根据以下范围及条款及条件为个人客户提供人民币服务：

A. 客户资格

1. 受制于本文件之条款及条件，任何人士可通过存入人民币现钞或存入经其于任何一间香港持牌银行开立之人民币户口转账之人民币或存入以港元兑换之人民币而于银行开立人民币存款户口(包括但不限于人民币往来存款户口，但人民币往来存款户口只适用于18岁或以上之客户。**非香港居民开立人民币户口或启动其综合户口内之人民币户口，须向银行作出声明其为非香港居民。若为联名户口而所有户口持有人均为非香港居民，每名户口持有人须向银行作出声明其为非香港居民。个人客户日后若更改居民身份成为香港居民或非香港居民必须立即通知银行。**

B. 储蓄及往来户口

2. 任何人民币户口均不会提供透支服务。

3. 任何人民币户口均不容许透支。

4. 储蓄户口应付利息乃根据银行不时厘定之利率按贷方结余计算。往来户口贷方结余概不附利息。

5. 开立储蓄户口并无初次存款规定。透过储蓄户口进行之所有交易，将于个人客户综合户口月结单列出。

6. 开立往来户口并无初次存款规定，「银行」将就透过往来户口进行交易，向个人客户发放月结单。

7. 拥有综合户口之个人客户方可以同一姓名开立储蓄户口。拥有储蓄户口之个人客户方可以同一姓名开立往来户口，而拥有往来户口之个人客户必须于拥有往来户口期间继续保留同一姓名之储蓄户口。

8. 个人客户于任何时间于银行开立之往来户口限于一个。

9. 除非有关人民币支票是在香港使用，否则香港居民及拥有往来户口之个人客户仅可就往来户口开具支票，以用于支付在中国内地广东省(包括深圳市)购买消费品及／或接受服务之费用，而且**该支票上列示及可提取之数额不得超过最高限额人民币80,000元或银行可不时具体指明之其他数额**。非香港居民之个人客户仅可就**往来户口开具支票在香港使用**，有关人民币支票不可以在中国内地使用。人民币支票在香港的使用须按照香港银行业务的常用规则办理。

10. **香港居民之个人客户须确保任何一天内就往来户口要求付款之有关在中国内地广东省(包括深圳市)购买消费品及／或接受服务费用之支票总额不得超过最高限额人民币80,000元或银行可不时具体指明之其他数额。**

11. **受制于第10条的前提下，个人客户须确保任何一天内就往来户口要求付款之支票总额不得超过银行可不时具体指明之最高限额(或往来户口当天结存的数额)。倘若超过最高限额(或超过结存数额)，银行可运用其绝对酌情权(但非必须)并无须事先通知个人客户而：(a)根据银行厘定之次序于同一日偿付已提示要求就往来户口付款之某些支票数额，以便当天支付之总额保持于最高限额(或结存数额)之内；及／或(b)退回一张或多于一张已提示要求付款之支票；及／或(c)于不影响(a)及(b)项之权利下，(银行在此获授权)按银行于下一个营业日指定之转账时间将根据人民币自动转拨服务规定厘定之数额从储蓄户口自动转账至往来户口，以偿付任何该等支票要求之付款。银行将不时厘定人民币自动转拨服务中由储蓄户口转账到往来户口之数额。个人客户亦可于下一个营业日指定之转账时间前存入足够款项于储蓄户口，并从储蓄户口转账至往来户口，以偿付任何该等支票要求之付款；但个人客户不可将有关款项直接存入往来户口，以偿付任何该等支票要求之付款。**

C. 兑换及汇款

26. 兑换服务指将港元兑换成人民币现钞或存款及将人民币现钞或存款兑换成港元。

27. 若通过港元户口及人民币户口进行兑换，所选择的港元户口及人民币户口的户口持有人(等)之名称及证件号码必须完全相同。

28. 汇款服务指将人民币从人民币储蓄户口汇至个人客户在中国内地之同一姓名银行户口。汇款服务不适用于联名人民币户口。每位香港居民之个人客户汇往中国内地之最高限额为每日人民币80,000元或银行不时具体指明之其他数额。上述汇出汇款服务最高限额不适用于非香港居民之个人客户。非香港居民之个人客户汇往中国内地或汇往香港以外之汇款服务须受制于中国内地或有关地区之当地规则及要求。**客户并需留意有关汇出汇款可能因当地监管要求及规则而被退回及需扣除退回汇款手续费。**

12. **除非个人客户另行事先书面通知银行取消人民币自动转拨服务，否则开立往来户口之个人客户自动享用人民币自动转拨服务。**

13. **银行将就银行于下一个营业日指定之转账时间前采用人民币自动转拨服务，以偿付任何有关在中国内地广东省(包括深圳市)购买消费品及／或接受服务费用之支票而收取「恒生人民币服务利率及收费表」内具体指明之支票处理手续费。**

14. 银行有权根据以下情况运用其绝对酌情权退回任何支票：(a)该(等)支票的金额超过人民币80,000元或银行不时具体指明之数额，但银行认为有关支票是在香港使用则除外；或(b)往来户口中贷方数额不足以偿付支票要求之付款；或(c)该(等)支票上有任何技术性错误；或(d)该(等)支票由非香港居民之个人客户开具在中国内地使用。

15. **银行就任何一张退回支票收取「恒生人民币服务利率及收费表」内具体指明之退票处理手续费。**

16. **银行获授权从个人客户于银行持有之任何户口扣除退票处理手续费、支票处理手续费，或应付予银行之任何其他费用及收费。**

17. **个人客户须尽力负责监控往来户口之交易**。倘若有迹象显示个人客户滥用任何资金转拨安排，以至于故意超额就支票总额之每日上限(如有)，银行可结束任何人民币户口或采取银行认为恰当之任何其他适用行动。

18. 个人客户可将人民币现钞、人民币支票或等值港币现钞按银行当时之汇率兑换之人民币存入人民币户口。凡存入支票及其他票据，虽已入帐，仍须经收妥后方能作实。如遇退票，银行保留在人民币户口内照数扣除有关款额的权利。

19. 人民币户口不接受人民币硬币存入。

20. 不得就往来户口开具现金支票。就往来户口开具之支票必须注明存入收款人账户且不得背书及不得转让。

21. 个人客户于香港内提示支票要求付款不能从往来户口提取人民币现钞。

22. 要求付款之支票须于开具之日起计六个月内提示，否则，银行将作「逾期」处理并予以拒付。

23. 从储蓄户口提款不得使用支票或其他金融票据，只可用银行规定之指示形式。

24. 个人客户均不能从银行设于中国内地之任何分行之人民币户口提取人民币现钞。

25. 从人民币户口提取人民币现钞须视乎所指货币之存量。此外，提取大额人民币须提前三个营业日通知银行。银行保留按需要以其他货币支付之权利。

其他一般资料

35. **银行无须向个人客户或任何第三方承担任何法律责任或责任，以检查或对照任何适用指示，个人客户就储蓄户口应向银行或任何第三方承担之义务及法律责任，亦无须为因提供自动转拨服务而产生或与提供自动转拨服务有关之后果承担任何法律责任或责任，包括由于执行任何适用指示及／或履行储蓄户口有关之义务或法律责任时储蓄户口内缺乏资金或资金不足而导致个人客户或任何第三方遭受之任何损失或损害。**

E. 其他一般资料

36. a. **有关经由香港人民币结算系统交收或结算的人民币银行交易账项，个人客户均须：**

(i) 确认人民币结算系统会依据人民币交换所规则及其中提及的操作程序(包括其不时的修订)运作；及

(iii) 同意香港金融管理局毋须对个人客户或任何人士由于下列原因直接或间接引致的任何索偿、损失、损害或开支(包括但不限于业务损失、业务机会损失、利润损失或特殊、间接或相应引致的损失)(即使香港金融管理局已知或理应知道其可能存在)负上任何义务或承担任何法律责任：-

(i) 香港金融管理局(在出于真诚的情况下)或人民币结算系统的结算机构、香港银行同业结算有限公司、任何成员(定义见人民币交换所规则)或其他任何人仕在管理、运作或使用(包括但不限于已被终止及／或暂停结算机构、交换设施(定义见人民币交换所规则)或任

D. 人民币自动转拨服务

30. 使用人民币自动转拨服务时，个人客户同意受到本D节所载条款及条件(可不时予以修订)约束。

31. 倘若(a)于任何营业日，往来户口之贷方结余不足以支付向「银行」兑现之任何支票，或(b)于任何营业日，要透过往来户口支付之支票总额，超过银行不时可能注明之最高款额，则银行可按其绝对酌情权及不会向个人客户发出事先通知，于下一个营业日之转账时间(按银行不时之指定)，(银行在此获授权)自动将有关支票之不足款额(按银行之绝对酌情权厘定)(但以指定上限为限)从储蓄户口转账至往来户口，以支付有关支票之全部或部分款额，惟根据本条款，储蓄户口中可用来结算之资金(达到或超过有关不足款额)，以及于每个营业日经转账之总额，均不可超过指定上限。

32. 为清楚起见，倘若任何单一支票之不足款额超过指定上限，或并无达致第32条所载条件，则银行不会根据第32条为有关支票进行转账。

33. 银行有权就其提供之人民币自动转拨服务而收取费用。尽管设有指定上限及在不影响第17条的情况下，银行获授权就将人民币自动转拨服务而收取之手续费从储蓄户口转账至往来户口，并从往来户口中扣除有关手续费。

34. 个人客户确认及同意其本身负有责任不时监控并确保储蓄户口内有足够的可供结算资金，以便就银行不时根据自动转拨服务之要求可能执行之任何自动转账执行所有适用指示及／或履行储蓄户口应向银行或任何第三方承担之义务及法律责任(包括任何自动付款或直接扣账之授权)。

38. 银行保留权利增补应用于人民币户口，人民币服务，人民币存款及／或人民币支票之额外条款及条件，终止任何人民币服务、取消人民币户口及／或进行人民币户口内任何款额或人民币存款之转拨或兑换，以便符合银行与清算行订立之协议及适用规定。

39. 银行有权根据与清算行订立之协议及适用规定向相关机构报告与个人客户、人民币户口及人民币服务有关之所有或任何交易及资料。

40. 个人客户可根据银行不时具体规定之程序(包括但不限于个人客户给与指示或银行提供人民币服务之途径或媒介)要求提供人民币服务。银行可不时具体规定并更改任何人民币服务之范围及幅度。

41. 为了避免疑问，任何个人客户存放于银行之人民币存款(包括但不限于定期存款)将受制于本文件所列之条款及条件，以及其他适用于该存款之条款及条件(包括其各自的修订及更新)。

42. 银行保留不时修订任何费用及收费之权利。索取详情请联络银行任何分行。

43. 人民币卡服务有关资料不包含于本文件内。

44. 本文件须受香港管辖。银行及个人客户各自接受香港法院非专有司法管辖权管辖。

45. 本文件中，英文版如有歧异，概以英文版为准。

何该等成员)交换所(定义见人民币交换所规则)或交换设施(定义见人民币交换所规则)或其中任何部份时所作出或没有作出的任何事情；及／或

(ii) 在不违反上述(i)点的情况下，任何有关或根据人民币交换所规则及其中提及的操作程序(包括其不时的修订)所发出的同意、通告、通知书或批准。

b. 个人客户同意：

(i) 由个人客户所开出并已获支付的支票，在以电子形式予以记录后，可由代收银行或香港银行同业结算有限公司保留，保留期为与清算所(定义见人民币交换所规则)操作有关的规则所列明的期间，而在该期间之后，代收银行或香港银行同业结算有限公司(视属何情况而定)可销毁该等支票；及

(ii) 本行获授权按照(i)段条款与包括代收银行及香港银行同业结算有限公司订立合约。

37. 本文件所述适用于人民币户口，人民币服务，人民币存款及／或人民币支票之条款及条件(包括费用及收费)，具体说明与资料由银行于任何时间及时根据银行与清算行订立之协议及适用规定而予以厘定及修订。该等条款及条件，具体说明与资料以及相关修订或增补内容经银行发出通知后生效，并对个人客户具有约束力；有关通知可通过展示、广告或银行认为适合之其他途径。

38. 银行保留权利增补应用于人民币户口，人民币服务，人民币存款及／或人民币支票之额外条款及条件，终止任何人民币服务、取消人民币户口及／或进行人民币户口内任何款额或人民币存款之转拨或兑换，以便符合银行与清算行订立之协议及适用规定。

39. 银行有权根据与清算行订立之协议及适用规定向相关机构报告与个人客户、人民币户口及人民币服务有关之所有或任何交易及资料。

40. 个人客户可根据银行不时具体规定之程序(包括但不限于个人客户给与指示或银行提供人民币服务之途径或媒介)要求提供人民币服务。银行可不时具体规定并更改任何人民币服务之范围及幅度。

41. 为了避免疑问，任何个人客户存放于银行之人民币存款(包括但不限于定期存款)将受制于本文件所列之条款及条件，以及其他适用于该存款之条款及条件(包括其各自的修订及更新)。

42. 银行保留不时修订任何费用及收费之权利。索取详情请联络银行任何分行。

43. 人民币卡服务有关资料不包含于本文件内。

44. 本文件须受香港管辖。银行及个人客户各自接受香港法院非专有司法管辖权管辖。

45. 本文件中，英文版如有歧异，概以英文版为准。

46. 除文义另有所指外，本文件所用词汇具有以下涵义：

「适用规定」指不时适用之任何法律、规定、法令，或任何监管机构、政府机构、清算或结算行或交易机构或专业机构发布之任何(不论是否具有法律效力之)规则、指示、指引、守则、通知、限制或类似规定；

「银行」指恒生银行有限公司(地址为香港德辅道中83号)，及其继任人及受让人，以及(如文义准许)包括银行委任作为其代名人或代理之任何人士，以代表银行提供此项服务之任何人士；

「营业日」指银行于香港向公众开放营业之日(不包括星期六及星期日)；

「往来户口」指个人客户于银行开立之人民币往来存款户口；

「香港」指中华人民共和国香港特别行政区；

「港元」／「HKD」指香港现行的法定货币；

「香港居民」指获发香港居民身份证之人士，即使该人亦可能拥有其他地区之居民或公民的身份证明；「非香港居民」须据此解释；

「综合户口」指个人客户于银行开立之综合户口；

「中国内地」指中华人民共和国(不包括香港、澳门特别行政区及台湾)；

「个人客户」指以其名义开立储蓄户口或往来户口之人士或(视情况而定)每位人士，并且包括该等人士之任何遗产代理人或合法继承人；

「指定上限」指银行不时指定之最高限定数额；

「人民币」／「RMB」／「CNY」／「CNH」指中国内地现行的法定货币；

「人民币自动转拨服务」指银行根据第D节规定向个人客户提供之自动资金转账服务；

「该等人民币户口」指往来户口及储蓄户口，「人民币户口」指任何一个；及

「储蓄户口」指个人客户于银行开立之人民币储蓄存款户口。

附注：本文件载列所有资料乃根据银行对有关法律、规则、规定、指示以及适用于人民币户口或人民币服务之规定指引所知及理解而提供。请参考银行不时公布或发出之任何更新资料，包括置于银行分行之通知。索取上述内容有关最新资料亦可亲临银行任何分行或与银行职员联络。

附录2：经修订的「综合户口章程」中「第I部份 一般章程」有关「8. 联名户口」的条款

8. 联名户口

倘「客户」多于一名：

(一)各「客户」共同及个别承担债务及责任；

(二)即使有任何「客户」或其他「人士」应受本「章程」约束但未被如此约束，每位「客户」仍将受本「章程」约束；

(三)「本行」有权与个别「客户」处理任何事宜(包括在任何程度上解除该「客户」清偿债务之责任)，而不影响任何其他「客户」之债务；

(四)任何「客户」均无权享有为其他「客户」债务或责任作保证人之有关权利或补偿；

(五)任何由「客户」发给「本行」之通讯须由每位「客户」或仍在生之「客户」发给「本行」始告生效。若由「本行」发给「客户」，则发给任何一位「客户」便告生效；

(六)「本行」接纳任何「客户」已经死亡时，并于在生之「客户」或最后仍在生之「客户」的遗产代理人遵守法律之所有适用规定、规则及规例(包括但不限于有关支付或结清遗产税)后，「本行」将有权根据本「章程」须待仍在生之「客户」提供「本行」信纳之有关「客户」之死亡证明及证明遵守法律之所有适用规定(包括但不限于有关支付或结清遗产税)的情况下，按仍在生之「客户」或最后仍在生之「客户」的遗产代理人之指示持有任何户口内之任何资产及任何种类及描述的资产、财产及证券。然而，以上不会限制或削弱「本行」行使因任何情况而产生的留置权、抵押权、押记权、各项费用、质典、抵销、反诉或任何其他权利所产生的权利。如「本行」或其代名人或代理人或其职员或其雇员因「本行」遵照仍在生之「客户」或最后仍在生之「客户」的遗产代理人之指示持有综合户口内之「资产」及任何种类及描述的资产、财产及「证券」。然而，以上不会限制或削弱「本行」行使因任何情况而产生的留置权、抵押权、押记权、各项费用、质典、抵销、反诉或任何其他权利所产生的权利。如「本行」或其职员或其雇员因「本行」遵照仍在生之「客户」或最后仍在生之「客户」的遗产代理人的「指示」及授权而引致任何责任包括对「本行」的任何索偿要求时，仍在生之「客户」须向「本行」承担弥偿及作出偿还；

(七)如产品／交易合适性评估适用，「本行」将会根据发出有关「指示」的「客户」的资料进行合适性评估；及

(八)在不限制或削弱在第29项条文的效力下，「本行」可向全体「客户」披露下列资料而不须另行取得「客户」任何一人的同意：
i. 「客户」以联名方式维持户口时的任何期间内可能与户口有关的任何资料；及

(九)有关「客户」任何一人的任何个人资料及其他资料。

(i) 「客户」以联名方式维持综合户口时的任何期间内可能与综合户口有关的任何资料；及

(ii) 有关「客户」任何一人的任何个人资料及其他资料。

附注：本文件载列所有资料乃根据银行对有关法律、规则、规定、指示以及适用于人民币户口或人民币服务之规定指引所知及理解而提供。请参考银行不时公布或发出之任何更新资料，包括置于银行分行之通知。索取上述内容有关最新资料亦可亲临银行任何分行或与银行职员联络。

附录3：新增条款16A「联名户口」至「户口章程」中「I. 一般章程(适用于各类户口)」

16A. 联名户口

倘「客户」多于一名：

a. 各「客户」共同及个别承担债务及责任；

b. 即使有任何「客户」或其他人士应受本章程约束但未被如此约束，每位「客户」仍将受本章程约束；

c. 「本行」有权与个别「客户」处理任何事宜(包括在任何程度上解除该「客户」清偿债务之责任)，而不影响任何其他「客户」之债务；

d. 任何「客户」均无权享有为其他「客户」债务或责任作保证人之有关权利或补偿；

e. 任何由「客户」发给「本行」之通讯须由每位「客户」或仍在生之「客户」发给「本行」始告生效。若由「本行」发给「客户」，则发给任何一位「客户」便告生效；

f. 在「本行」接纳任何「客户」已经死亡时，并于在生之「客户」或最后仍在生之「客户」的遗产代理人遵守法律之所有适用规定、规则及规例(包括但不限于有关支付或结清遗产税)后，「本行」将有权根据本「章程」须待仍在生之「客户」提供「本行」信纳之有关「客户」之死亡证明及证明遵守法律之所有适用规定(包括但不限于有关支付或结清遗产税)的情况下，按仍在生之「客户」或最后仍在生之「客户」的遗产代理人之指示持有任何户口内之任何资产及任何种类及描述的资产、财产及证券。然而，以上不会限制或削弱「本行」行使因任何情况而产生的留置权、抵押权、押记权、各项费用、质典、抵销、反诉或任何其他权利所产生的权利。如「本行」或其代名人或代理人或其职员或其雇员因「本行」遵照仍在生之「客户」或最后仍在生之「客户」的遗产代理人的「指示」及授权而引致任何责任包括对「本行」的任何索偿要求时，仍在生之「客户」须向「本行」承担弥偿及作出偿还；

(九)有关「客户」任何一人的任何个人资料及其他资料。

(i) 「客户」以联名方式维持户口时的任何期间内可能与户口有关的任何资料；及

(ii) 有关「客户」任何一人的任何个人资料及其他资料。