

2024年12月13日

親愛的客戶：

## 有關證券戶口章則修改的通知

恒生銀行有限公司〔「本行」〕謹此通知閣下，證券戶口章則將於 2025 年 1 月 13 日起〔「生效日期」〕作出以下修訂。修訂的摘要如下：

### 1) 修改

第 10 條，有關本行及客戶可如何終止服務或證券戶口，修改後的第 10 條載於附錄 1。

### 2) 修改

第 11.05 項，有關本行的法律責任及賠償限制，修改後的第 11.05 項載於附錄 2。

請注意，如閣下於生效日期當日或之後繼續持有證券戶口，經修訂的證券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證券戶口章則項下的服務。如閣下不接受載於本通知的修訂，閣下可於生效日期之前，根據證券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、合約或文件中對證券戶口章則的任何提述，應被視為對經修訂的證券戶口章則的提述。

由 2024 年 12 月 13 日起，閣下可於本行任何分行獲取經修訂的證券戶口章則或於 2025 年 6 月 30 日前經本行網頁 ([https://www.hangseng.com/cms/ivp/xml/SEC\\_TnC.pdf](https://www.hangseng.com/cms/ivp/xml/SEC_TnC.pdf)) 瀏覽及下載經修訂的證券戶口章則。

閣下亦可從本行網頁 (本行網頁 > 個人理財 > 投資 > 其他相關服務 > 投資融資服務 > 備註) 瀏覽及下載，或於本行任何分行索取現時的證券戶口章則和此通知，直至 2025 年 3 月 13 日。

如閣下有任何疑問，或有意終止證券戶口，請聯絡閣下的客戶經理。

此致

恒生銀行有限公司

(此為電腦編印文件，毋須簽署。)

請注意：如中英文版本有任何歧異，一概以英文版本為準。

13 December 2024

Dear Customer,

## **Notice of Amendments to the Terms and Conditions for Securities Account**

Hang Seng Bank Limited ("The Bank") would like to notify you the amendments to the Terms and Conditions for Securities Account that will take effect from 13 January 2025 ("Effective Date"). The summary of the amendments is provided below:

### **1) Revise**

Clause 10 in relation to how the Bank and the customer may terminate the Services or Securities Account. The revised Clause 10 is set out in Appendix 1.

### **2) Revise**

Clause 11.05 in relation to the Bank's limitations on liability and indemnity. The revised Clause 11.05 is set out in Appendix 2.

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

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

You may obtain a copy of the revised Terms and Conditions for Securities Account at any branch of the Bank from 13 December 2024 or access and download the revised Terms and Conditions for Securities Account from the Bank's website ([https://www.hangseng.com/cms/ivp/xml/SEC\\_TnC.pdf](https://www.hangseng.com/cms/ivp/xml/SEC_TnC.pdf)) until 30 June 2025.

You may also access or download the existing Terms and Conditions for Securities Account and this notice from the Bank's website (Hang Seng Bank Website > Personal > Investment > Other Related Service > Investment Financing > Remarks) or obtain a copy at any branch of the Bank on or before 13 March 2025.

If you have any questions or should you wish to terminate the Securities Account, please contact your Relationship Manager.

Yours faithfully,

Hang Seng Bank Limited

(This is a computer-generated document. No signature is required.)

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

## Appendix 1: Revised Clause 10

### “10. Suspension and Termination of Services and Closure of the Securities Account

- 10.01 (a) The Bank reserves the right to suspend or terminate all or any of the Services at any time without giving any notice and reason where the Bank is required by any Applicable Regulations or otherwise has reasonable grounds for doing so.
- (b) Without restricting the effect of Clause 10.01(a), the Bank may suspend or terminate all or any of the Services at any time without notice having regard to the circumstances or matters specified in Clause 11.05(g).
- (c) The Customer may terminate all or any of the Services or the Securities Account by contacting the Bank during service hours.
- 10.02 Without prejudice to the generality of Clause 10.01, the Bank shall be entitled (but not obliged) to close the Securities Account immediately without notice to the Customer if:
- (a) there is any change of Applicable Regulations which prohibits or renders illegal the maintenance or operation of the Securities Account or any part thereof;
- (b) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions which, in the reasonable opinion of the Bank, amounts to a material default on the part of the Customer;
- (c) all the Services shall have been terminated by the Bank pursuant to Clause 10.01; or
- (d) the Bank's books and records show a zero balance on the Securities Account for a period of six continuous months or for such shorter period as the Bank may reasonably prescribe.
- 10.03 Notwithstanding any provision herein to the contrary and subject to regulatory requirements, the Bank reserves the right to suspend or terminate all or any of the Services or the Securities Account with prior notice (save under exceptional circumstance when suspension or termination may be made without notice) and with or without cause.
- 10.04 Notwithstanding the suspension or termination of all or any of the Services or the closure of the Securities Account, the Customer shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.
- 10.05 The suspension or termination of all or any of the Services or the closure of the Securities Account, and any withdrawal of Securities, whether or not following such suspension, termination or closure, shall be without prejudice to the Bank's rights and remedies in respect of any obligations or liabilities of the Customer or to the Bank's right to settle any Transactions entered into, or to settle any liability incurred by the Customer or by the Bank on behalf of the Customer under these Terms and Conditions, prior to such suspension, termination or closure. Further, upon such suspension, termination or closure, the Bank may cancel all or any unexecuted Instructions at its discretion.
- 10.06 Upon closure of the Securities Account for whatever reasons, the Bank will return any Securities to the Customer by registered post at the sole risk and expense of the Customer.”

**Appendix 2: Revised Clause 11.05 under “11. Limitations on Liability and Indemnity”**

“11.05 Unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:

- (a) access to the Services by the Customer or any other person whether or not authorized;
- (b) any interruption, suspension, delay, loss, mutilation or other failure in transmission of instructions or other information howsoever caused;
- (c) disclosure of Instruction or information relating to the Customer from any telecommunication company, equipment, device or intermediary through which the Instruction or information passes or by the Bank or the Bank’s agents or any other third party;
- (d) imposition or change of any Applicable Regulations, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;
- (e) its inability to execute an Instruction due to prevailing market conditions and the manner and timing of execution of an instruction;
- (f) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services; and/or
- (g) any interruption, suspension, unavailability or delay of the Services caused by or attributable to acts, omissions, conditions, events or accidents beyond the reasonable control of the Bank including, without limitation, Acts of God (including, without limitation, flood and tsunami), government act, fire, civil commotion, strike, lock-out or other industrial dispute (whether involving the workforce of the Bank or of any other person), war, military action, unrest, political insurrection, riot, public demonstration, malicious damage, terrorist activity of any kind (whether actual or threatened), pandemic or epidemic or the widespread of disease of any nature (including but not limited to any scheduled infectious disease as defined in the Prevention and Control of Disease Ordinance (Cap. 599, Laws of Hong Kong) or other infectious disease with similar or comparable inhibiting effect of any such scheduled infectious disease).”

## 附錄 1: 修改後的第 10 條

### “10. 暫停及終止「服務」及結束「證券戶口」

- 10.01 (a) 「本行」保留權利，在「適用規例」規定或有合理理由時，隨時暫停或終止所有或任何「服務」，毋須給予任何通知及原因。
- (b) 在不限制第 10.01(a) 項條文的效力下，「本行」可經考慮第 11.05(g) 項條文中指明的情況或事項後，毋須給予通知而隨時暫停或終止所有或任何「服務」。
- (c) 「客戶」如欲終止所有或任何「服務」或「證券戶口」，可於服務時間內聯絡「本行」。
- 10.02 在不影響第 10.01 項條文下，「本行」有權（但無責任）於以下情況毋須通知「客戶」而即時結束「證券戶口」：
- (a) 因「適用規例」有任何修改而令維持或運作該「證券戶口」或其任何部份被禁止或變成非法；
- (b) 若「本行」合理認為「客戶」嚴重違反或拒絕履行本章則之任何責任；
- (c) 「本行」根據第 10.01 項條文終止所有「服務」；或
- (d) 根據「本行」之賬目及記錄，「證券戶口」於連續六個月或「本行」合理規定之較短期間，結餘均為零。
- 10.03 即使在本章則條款中有任何條款與本條款有相反的規定及在受限於監管要求的前提下，無論是否有原因，「本行」保留權利可預先通知而暫停或終止所有或任何「服務」或「證券戶口」（但在特別情況下，「本行」可暫停或終止而無須通知）。
- 10.04 即使所有或任何「服務」遭暫停或終止，或「證券戶口」已結束，「客戶」仍受本章則約束直至「客戶」按本章則執行或履行其所負有之任何義務或責任。
- 10.05 儘管所有或任何「服務」遭暫停或終止，或「證券戶口」已結束及「客戶」要求提取「證券」，「本行」仍有權依據「客戶」之義務或責任，補救或完成在此之前「客戶」進行或「本行」代「客戶」進行之交易或結算「客戶」在本章則下之債務。此外，「本行」有權於暫停或終止「服務」或結束「證券戶口」時，自行酌情取消所有或任何未完成之「指示」。
- 10.06 不論以何種理由結束「證券戶口」，「本行」將以掛號郵遞方式退還任何「證券」予「客戶」，有關郵遞風險及費用全部由「客戶」承擔。”

## 附錄 2: 「11. 法律責任及賠償限制」內 修改後的第 11.05 項條文

- “11.05 除因「本行」職員或僱員之疏忽或過失外，對於以下情況對「客戶」或第三者造成或引起之結果（只限於直接及純粹由此而引致之直接及可合理地預見之損失及損害（如有）之情形），「本行」概不負責：

- (a) 「客戶」或任何其他「人士」(不論獲授權與否)使用「服務」;
- (b) 於傳送「指示」或其他資料遇上任何干擾、中斷、延誤、損失、毀壞或其他故障;
- (c) 傳送「指示」或資料之任何電訊公司、設備、器材或中介者,或「本行」或「本行」之代理人或任何第三者將有關「客戶」之「指示」或資料披露;
- (d) 任何「適用規例」之實施或改變、市場受干擾或波動、或任何政府、交易所、結算所或市場實施程序、限制或暫停交易、或任何有關銀行、財務機構、經紀、交易所、結算所或政府出現破產、無力償債或清盤;
- (e) 「本行」因市場情況以致不能辦理一項「指示」及以所述方式及時間辦理一項「指示」;
- (f) 與「服務」有關之任何機械故障、電力中斷、操作故障、失靈、設備或裝置之不足;及/或
- (g) 「本行」合理控制範圍以外的行為、不作為、情況、事件或意外而導致或因而引起的「服務」中斷、暫停、未有提供或延誤提供,包括但不限於不可抗力(包括但不限於水災及海嘯)、政府行為、火災、國內動亂、罷工、停工或其他勞資糾紛(不論涉及「本行」或他人的僱員)、戰爭、軍事行動、動盪、政治叛亂、暴動、公眾示威、惡意破壞、任何形式之恐怖活動(不論實際或威脅的)、疾病大流行或流行病或任何性質的疾病(包括但不限於《預防及控制疾病條例》(香港法例第 599 章)中定義的任何表列傳染病或與該表列傳染病具有類似或可比窒礙效果的其他傳染病)的廣泛爆發。”