

活期存款账户一般条款(个人客户适用)

1. 本《活期存款账户一般条款(个人客户适用)》(本“**一般条款**”)适用于个人客户开立于汇丰银行(中国)有限公司(下称“**银行**”)的活期存款账户和存放于银行的活期存款。
2. 开立活期存款账户应遵守本银行有关币种和最低存款金额的要求。
3. 利息按每日账户余额计算,其利率为由本银行在中国人民银行允许的范围(若有)内确定的、在本银行营业场所内和/或媒体上公布的(但本银行与客户个别协商确定的除外)、适用于当日(若是外汇活期存款)或相关结息日(若是个人人民币活期存款)的活期存款利率。扣除税款后的存款利息,将(若是外汇活期存款)每半年一次(每年6月28日和12月28日为结息日,若该等日期并非银行工作日,则结息日顺延至下一个银行工作日),或将(若是个人人民币活期存款)每季度一次(每季度末月的20日为结息日),或法律、法规和规章允许的其它方式存入该活期存款账户。在结息日前销户者,其利息将计至销户之日(但不包括销户之日)为止。
4. 所有活期存款账户及其利息、手续费、税费及其他有关事项,皆受现行或日后修订及制定或采纳的中华人民共和国立法机关和任何政府机关颁布的法律、法规、规章以及以公告方式在本银行营业场所张贴或以本银行决定的其他方式通知客户的本银行的章程及惯例的约束。
5. 客户确认并不可撤销地同意,若本银行根据相关条款和条件(包括但不限于《一般章程条款(个人账户适用)》、《财富管理及个人银行业务账户和服务费率》等)决定关闭客户的账户,本银行有权经通知客户,关闭客户活期存款账户,而无须说明理由,也无须为此承担任何责任。活期存款账户中的本金连同利息(扣除应付税项,若有)将于关闭日直接支付给客户(若客户根据本银行的通知于关闭日到达本银行的营业网点),或者提存至本银行的临时账户中供客户之后提取(若客户未能根据本银行的通知于关闭日到达本银行的营业网点)。
6. 本一般条款的英文文本仅供参考,如有歧义,以中文文本为准。
7. 银行可不时修订本一般条款。有关修订将在银行营业场所或官方网站公布或以银行决定的其他方式事先通知客户。除非客户于通知期结束前全额支取所有活期存款,否则客户将被视为同意该等修订。
8. 本一般条款适用据中华人民共和国(仅为本条款之目的,不包括以下特定司法区域:香港特别行政区、澳门特别行政区和台湾地区)法律管辖与解释。与本一般条款相关的争议应提交银行所在地有管辖权的人民法院管辖。

ACCOUNT OF DEPOSIT WITHOUT FIXED MATURITY DATE - GENERAL TERMS AND CONDITIONS (FOR PERSONAL CUSTOMERS)

1. The *Account of Deposit without Fixed Maturity Date - General Terms and Conditions (For Personal Customers)* (these “**Terms and Conditions**”) apply to the accounts of deposit without fixed maturity date opened and its deposit placed with HSBC Bank (China) Company Limited (the “**Bank**”) by personal customers.
2. An Account may be opened in such currencies and with such minimum initial deposit amount as required by the Bank.
3. Interest will accrue daily on the balance of an Account at the rate determined by the Bank within the range (if any) specified by the People’s Bank of China (except for those Accounts under which interest rates are determined through negotiation between the Customer and the Bank on a case-by-case basis) as displayed from time to time at the Bank’s premises and/or advertised in the media as applicable to the relevant day (in respect of foreign currency deposit) or the relevant interest settlement day (in respect of personal RMB deposit). Interest after deducting tax will be credited to the Account half-yearly (in respect of foreign currency deposits, on 28Jun and 28Dec respectively, or the immediately following working day of the Bank if any of the aforementioned dates falls on a public holiday or a weekend) or in such other way as may be permitted by any applicable laws, regulations and rules. In case an Account is closed before an interest settlement day, interest shall accrue as of (but excluding) the account closing day.
4. All accounts, interests, handling charges, taxes and other related matters shall be subject to all applicable laws, regulations and rules as amended, specified, or adopted from time to time by legislative or governmental authorities of the People’s Republic of China, as well as rules and practices announced by the Bank at its premises or notified to Customers by such other means as determined by the Bank.
5. **The Customer acknowledges and irrevocably agrees that if the Bank decides to close the Customer’s account(s) opened with the Bank in accordance with the relevant terms and conditions (including but not limited to the *General Terms and Conditions (For Personal Account Holders)* and the *Tariff of Accounts and Services for Wealth and Personal Banking Business*), the Bank shall have the right, with notice to the Customer, to close the account(s) of deposit without fixed maturity date without any justification and shall not be held liable for doing so. On the closing date, all principle and accrued interest remaining in the account of deposit without fixed maturity date will be paid directly to the Customer (if the Customer arrives the Bank’s branch premises according to the notice on the closing date) or be transferred to the Bank’s suspense account for the Customer’s withdrawal later (if the Customer fails to arrive the Bank’s branch premises according to the notice on the closing date).**

6. The English version of these Terms and Conditions is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.
7. The Bank may change these Terms and Conditions from time to time upon giving the customers prior notice by way of display in the Bank's premises or the Bank's official website or by such other methods as the Bank may decide. Unless the Customer withdraws all the deposit without fixed maturity date in full prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such changes.
8. These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China (which, solely for the purpose hereunder, does not include the following jurisdictions: Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region). Any dispute under these Terms and Conditions shall be submitted to the local People's court with competent jurisdiction at the place where the Bank is located.