

定期存款——一般条款

注意：1、除本文件所述各条款外，适用于所有账户的“一般章程条款”亦适用于在中华人民共和国（香港、澳门和台湾除外）（下称“中国内地”）开立于汇丰银行（中国）有限公司（下称“本银行”）的所有定期存款。
2、中英文本如有歧义，须以中文本为准。
3、在适用时，账户持有人可指一人或一人以上。

1. 本银行接受客户在中国内地的定期存款乃基于客户已经阅读及同意下列条款。
2. 客户可根据本银行不时确定的币种、最低开户存款额及存款期限开立定期存款账户。
3. 本银行保留更改利率及在有需要时随时按账户余额收取存款费用的权利，有关的更改将会在本银行大堂展示或经传播媒介发布，作为对存户的通知。但除提前取款另有规定外，即使本银行随时调整定期存款利率，一笔定期存款的利率应始终是存款日当天约定的定期存款利率。
4. 在存户要求时，本银行可全权决定会否在存款到期日前付还部分或全部存款。在此情况下，本银行保留权利，就提前支取的存款按本银行确定的在提前支取日有效的、适用于同等金额的活期存款利率（若有）支付利息。此外，除非法律、法规、规章另有规定，本银行保留权利向存户收取因中途终止存款而令本银行须就该存款的余下存款期向资金市场另行拆入款项所涉及的手续费及额外费用（若有）；如因提前提款导致定期存款账户余额低于最低开户存款额，可取消存款，并收取适当的手续费。
5. 若本银行同意存户在存款到期前提款，则任何已付给存户的利息及已付予政府的税项（若有），得先从本金中扣除，余款始付还存户。
6. 利息计至存款到期的前一日止并在到期日支付，可供提取或加入本金续存。在每次提取存款或续存时，存户会获通知累计利息及所扣税项（若有）的详细资料。
7. 若存款的到期日为国定假日或周末，存款将于该假期或周末后的第一个工作日付还，除非延长存款期超出本行所接受的最长期限或法定期限，则在该情况下，存款将于该假期或周末前的最后一个工作日付还。
8. 有关存款到期处理方法的指示或修改指示，最迟须于到期日的前一个工作日送达本银行。为确保安全起见，本银行只接受正本的书面粉示或存户的往来银行拍发的加押电报指示。
9. 倘本银行在存款到期日的前一工作日（或任何续存到期日的前一工作日）仍未收到客户的处理指示，则余款本金连同累计利息（扣除应付税项，若有）将于该等到期日（或续存到期日）自动续存为定期存款，续存为定期存款的期限为原定期存款的期限相同，且续存的定期存款适用本银行发布的有关定期存款的所有条款和条件。
10. 若存款到期续存（无论是根据客户指示续存还是根据以上第9条的规定自动续存），则续存利率将采用到期日（或相关续存到期日）当天的利率，采用到期日当天哪个时间的利率则由本银行全权决定。
11. 在遵守有关取现、外汇和其他适用的法律、法规和规章的前提下，本银行有权得按照下列任何方法之一，或混合多种以下方法，自账户中付款：
 - 甲) 以账户币种支付现钞、转账或票据；
 - 乙) 按本银行当时的买入价，将账户货币折成账户持有人要求的等值其他货币金额以现钞、转账或票据支付。



TIME DEPOSITS - GENERAL TERMS AND CONDITIONS

Note: 1. Without limitation to the terms and conditions contained herein, all time deposits offered by HSBC Bank (China) Company Limited (the 'Bank') in the People's Republic of China (but excluding Hongkong, Macao and Taiwan) (the 'Mainland China') are subject to the General Terms and Conditions applicable to all accounts in the Mainland China.

2. In case of discrepancies between the English and Chinese versions, the Chinese version shall apply and prevail.

3. Account holder shall refer to account holders where appropriate.

1. Time deposits placed with the Bank in the Mainland China are accepted on the basis that the customer has read and agrees to the terms and conditions contained herein.
2. A time deposit account may be opened in such currencies and with such minimum initial deposit with respect to a range of maturity dates as determined by the Bank from time to time.
3. The Bank reserves the right to vary the interest rate offered and to impose deposit charges on credit balances from time to time at the Bank's absolute discretion as displayed in the Bank's premises or advertised in the media which will serve as notice to the depositors, provided that, subject to the terms and conditions on withdrawal of the time deposit before due date, the time deposit interest rate agreed by the Bank as applicable to the time deposit on the date when the deposit is made shall remain applicable to that time deposit throughout the period of deposit, despite any change in the time deposit interest rate offered by the Bank from time to time.
4. At the request of the depositor, the Bank may at its discretion repay some or all deposits before the due date. In such an instance, the Bank reserves the right to pay interest on the deposit withdrawn before the due date at the rate (if any) determined by the Bank as applicable to a deposit (other than a time or call deposit) of a comparable amount on the date of such early withdrawal, and, unless otherwise provided by laws, regulations and rules, the Bank furthermore reserves the right to recover a handling charge and the additional cost (if any) of obtaining funds in the market for the remaining period of the deposit, and to cancel any time deposit due to the balance of the time deposit account falling below the minimum initial deposit amount for which appropriate handling fee will be levied.
5. Should the Bank agree to the withdrawal of a time deposit before the due date, any sums already paid to a depositor by way of interest and to the government by way of taxation (if applicable) are deductible from the principal sum before repayment of the balance.
6. Interest will accrue to the day prior to maturity of the deposits and is payable on the due date and may be either withdrawn or added to the principal. Details of accrued interest and the amount of tax deducted (if applicable) will be advised each time a deposit is withdrawn or renewed.
7. Deposits which fall due on a public holiday or a weekend shall become payable on the first working day immediately after the end of the holiday or weekend, except when such extension exceeds the maximum period for deposits acceptable to the Bank or as regulated from time to time in which case the deposits will become payable on the working day immediately preceding the holiday or weekend.
8. Any instructions regarding disposal of funds at maturity and any amendments thereto must be given at least one working day prior to the date of maturity. For security reasons, only original written instructions or authenticated telex instructions via a banker will be accepted.
9. If no disposal instruction of the depositor is received by the Bank by the first working day prior to due date (or the first working day prior to renewal due date) of the deposit, the principal together with the accrued interest (net of payable taxation, if any) shall be automatically renewed as a time deposit as from the date of such due date (or such renewal due date), with the same tenor as that of the original time deposit and subject to all the terms and conditions issued by the Bank as applicable to time deposits.
10. Where a deposit is renewed upon due (whether as a result of the renewal instruction of the depositor or the automatic renewal pursuant to Clause 9 above), the prevailing rate for the renewed deposit shall be the rate applicable on the due date (or the relevant renewal due date) at such time as the Bank at its sole discretion decides.
11. Subject to any cash withdrawal, foreign exchange and other applicable laws, regulations and rules, the Bank shall have the right to pay any amount withdrawn from the account by any of the following methods or by any combination of two or more thereof at the Bank's discretion, namely:
 - a) by cash payment, account transfer or monetary instrument in the currency of the account;
 - b) by cash payment, account transfer or monetary instrument in the currency requested by the customer, converted from the currency of the account equivalent at the Bank's then prevailing buying rate.