

活期存款账户——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(下称“本银行”)的所有活期存款账户(不包括通知存款和单位协定存款)。

2. 英文本仅供参考。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。

- 一. 在中国内地开立活期存款账户时, 账户持有人同意下列条款。
- 二. 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, 且本银行可随时调整最低存款额要求。除法律、法规和规章禁止外, 若账户余额低于本银行不时确定的最低存款额, 本银行有权根据其不时确定的费率收取手续费。
- 三. 如开户后不足三个月即销户者, 或如账户连续两年以上全无收支纪录, 则除法律、法规和规章禁止外, 本银行可按其不时确定的费率收取手续费。
- 四. 利息按每日帐户余额计算, 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(但本银行与帐户持有人个别协商确定的除外)、适用于当日(若是外汇活期存款或单位人民币活期存款)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(若是人民币活期存款)每季度一次(每季度末月的20日为结息日, 若该日并非银行工作日, 则结息日顺延至下一个银行工作日), 或按本银行随时确定或法律、法规和规章规定的其他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。
- 五. 除非特别要求, 本银行将按月发出对账单。如在最近一张对账单所涵盖的期间结束后一个或数月没有发生账户交易, 本银行无须就该一个或数个月份发出对账单。

账户持有人同意审核本银行所发出的对账单, 以检查有否错漏或出现不论任何原因而引致的未经授权的扣款或交易或入账, 这些原因包括(但不限于): 假冒、冒签、欺诈、未经授权交易或账户持有人或其他人士的疏忽等(统称为“错误”)。

账户持有人亦同意, 对账单是本银行与账户持有人之间就其账户余额所发出的确定证明, 而账户持有人将受对账单的约束, 并且如账户持有人在银行专人递送或寄出对账单之后九十天内, 或(在账户持有人与本银行另有约定由账户持有人到本银行柜台领取对账单的情况下)在本银行系统产生对账单之日(以对账单上的日期为准)起九十天内(无论账户持有人是否及何时已领取该对账单), 未以书面方式将任何错误通知本银行, 则将被视为账户持有人已放弃就该对账单而向本银行提出异议或索赔的权利。

- 六. 所有活期存款账户及其利息、手续费、税款及其他有关事项, 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、规章以及以标贴、广告或以其他方式公布或告知账户持有人的本银行的章程及惯例的约束。
- 七. 在遵守有关提现、外汇和其他法律、法规和规章的前提下, 本银行有权决定按照下列任何方式之一, 或混合多种以下方法, 自活期存款账户内付款:
 - 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货币以现钞、转账或票据支付。
- 八. 若账户余额为零或连续两年或两年以上(或在法律、法规、规章规定的更短期间内)全无款项收支(本银行从账户中扣除银行费用的活动除外), 本银行有权撤销该账户, 除非账户持有人在本银行确定的期限内另有相反指示。

ACCOUNT OF DEPOSIT WITHOUT FIXED MATURITY DATE (OTHER THAN CALL DEPOSIT AND CONTRACT SAVINGS DEPOSIT) - GENERAL TERMS AND CONDITIONS

NOTE: 1. Without limitation to the terms and conditions contained herein, all deposits without fixed maturity dates (but excluding call deposits and contract savings deposits) offered by (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. This English version is for reference only. In case of any discrepancies between the Chinese and English versions, the Chinese version shall apply and prevail.

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

1. In opening an account of a deposit without a pre-agreed maturity date (other than a call deposit or a contract savings deposit) with the Bank in the Mainland China (the 'Account'), the account holder agrees to the following terms and conditions.
2. An Account may be opened in such currencies and with such minimum initial deposit as determined by the Bank. The minimum deposit amount provided by the Bank may, at the Bank's sole discretion, be changed from time to time. Unless as otherwise prohibited by laws, regulations and rules, the Bank may charge handling fee for account balances falling below the minimum deposit amount at rates determined by the Bank from time to time.
3. The Bank may, at its discretion and unless otherwise prohibited by laws, regulations and rules, charge handling fee if the account is closed within 3 months after account opening, or if the Account remains inactive for a continuous period of two years or more at rates determined by the Bank from time to time.
4. Interest will accrue on the daily balance at the rates determined by the Bank within the floating limits (if any) specified by the People's Bank of China (and, unless the interest rate is negotiated between and determined by the Bank and the customer on a case-by-case basis,) displayed from time to time at the Bank's premises and/or advertised in the media as applicable on each day (for foreign currency deposit or entity RMB deposit) or the relevant interest settlement day (for personal RMB deposit). Interest earned after the deduction of tax will be credited to the Account half-yearly (for any Account of foreign currency deposit, on 28Jun and 28Dec respectively, or the next working day if any of the aforesaid dates falls on a public holiday or a weekend), quarterly (for any Account of RMB deposit, on the 20th day of the last month of each quarter, or the next working day if the aforesaid date falls on a public holiday or a weekend), or on such other basis as may be specified by the Bank or by any applicable laws, regulations and rules from time to time. Interest is payable on an Account closed during an interest period only up to (and excluding) the closure day.
5. Account statements are sent at monthly intervals, unless otherwise requested. If there is no account activity within one or more months after the period covered by the most recent account statement, the Bank need not send the monthly account statement(s) for that/those month(s).

The account holder agrees to examine each statement of account received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (the 'Errors').

The account holder also agrees that the statement of account shall, as between the Bank and the account holder, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the account holder or, if posted, within the same period after the Bank has posted such statement of account or, if the account holder agrees with the Bank to collect such statement of account at the counter of the Bank, within the same period after the date when such statement of account is generated in the Bank's system (whether or not, and regardless when, the account holder has collected such statement of account during that 90-day period).

6. All Accounts and interests, handling charges, taxes and other related matters thereof shall be governed by the current or future amended, specified, or adopted laws, regulations, rules issued by any legislation-making bodies and governmental institutions of the People's Republic of China and the rules and practices of the Bank as announced and notified to account holder by posters, advertisements and/or any other means.
7. 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 an Account by any of the following methods or by any combinations 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 account holder, converted from the currency of the account equivalent at the Bank's then prevailing buying rate.
8. Accounts with zero balances or accounts which remain inactive (other than the Bank's debit of the Accounts for accrued bank charges) for a continuous period of two years or more (or such shorter period as required by laws, regulations and rules) are liable to be closed by the Bank, in the absence of the account holder's specific instructions to the contrary within the period specified by the Bank.