

增强型七天通知存款一般条款(“本一般条款”)

注意：在适用时，客户可指一人或一人以上。

一. 除非本一般条款另有规定外，在本一般条款下开立的通知存款账户亦适用于所有在中国（香港、澳门、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“银行”）的账户的“一般章程条款”。

二. 增强型七天通知存款企业（包括公司）或机构客户的最低起存金额为五十万元人民币或等值的外币金额，最低支取金额为十万元人民币或等值的外币金额，个人客户的最低起存金额为十万人民币或等值的外币金额，最低支取金额为五万人民币或等值外币。本产品适用于所有类型企业（包括公司）或机构客户或个人客户，对于该等金额要求，在不违背法律法规规定的前提下，银行有权随时进行调整。

三. 增强型七天通知存款的初始起息日为通知存款账户设立（以银行按照本一般条款的规定完成增强型七天通知存款系统设置为准）之后，客户将不低于本一般条款或法律法规规定的最低起存金额的款项，一次性存入通知存款账户之日（“初始起息日”）。

四. 在客户将通知存款账户中的所有存款按照本一般条款的规定全部支取或者因其他原因导致通知存款账户销户之前，就通知存款账户中的存款余额，客户特此同意并确认，自初始起息日起的每一个连续的七天（通知期限）为一个通知存款周期（“周期”），客户根据本一般条款视为在每一个周期的起始日即已通知并授权银行在该周期的末日的次日（该日为每一个周期的通知存款的结息日，如果该结息日非银行营业日，则顺延至下一个银行营业日，而该周期的末日及下一利息周期的起始日也依此顺延）按照上一周期起始日当日银行的公告挂牌的七天通知存款的利率支取上一周期内通知存款的本金和利息。如在任一计息周期内遇中国人民银行调整基准利率或银行调整挂牌利率，该周期内不分段计息。客户可选将结存的通知存款本息或仅将结存的通知存款的本金作为下一个周期的本金于结息当日在同一账户中继续转存为七天通知存款至下一个周期的到期日，并以此类推。为避免歧义，本一般条款所称“银行营业日”是指中华人民共和国境内银行对外营业日，但不包括周六、周日和法定节假日。

五. 客户支取通知存款，应当提交银行要求的支取申请书，银行有权在指定的支取日按照本一般条款的规定执行该等支取指示，支取申请书仅具有支取指示的效力，在任何情况下不得视为设立了以支取日为到期日的新的通知存款，客户不可撤销地同意，除本一般条款第四条所提及的周期性的通知存款的通知外，不得签发任何旨在设立不同于第四条规定的通知存款的通知。

六. 如果客户申请部分支取通知存款，而支取日不是任何一个周期的通知存款的结息日，则该笔支取的金额，自上一个结息日到支取日之间的利息，应按照支取当日银行的公告挂牌活期存款计息，未被支取的通知存款的计息和转存不受影响；如果客户申请全额支取通知存款，应视为客户同时申请通知存款销户；如果客户申请部分支取，而按此申请支取款项将导致通知存款的余额低于银行对于增强型七天通知存款所设定的最低起存金额的要求，视为客户申请全额支取。

七. 银行及客户均有权在任何一个周期的起始日，经提前一个通知期限（七天）的书面通知，终止根据本一般条款所提供的服务。服务终止时，我行将在书面通知中载明的日期关闭客户的通知存款账户，并将该账户其中的存款本息转入客户在本申请书的“借记方式”栏目中所指定的账户。客户特此同意并确认知晓该等服务终止后可能造成的结果（包括但不限于可能的利息收入减少等）。终止日双方应当结清相关增强型七天通知存款账户所累积的利息和税费（如有）。

八. 任何增强型七天通知存款的存入、续存和支取，均须在银行营业之日办理。

九. 除非客户特别要求，银行将按月提供综合对账单。如在最近一张对账单所涵盖的期间结束后一个或数个月份没有发生账户交易，银行无须就该一个或数个月份发出对账单。

客户同意审核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、未经授权交易或客户或其他人士的疏忽等（统称为“错误”）

客户亦同意，如客户在银行专人递送或寄出对账单之后九十天内，或（在客户与银行另有约定由客户到银行柜台领取对账单的情况下）在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（无论客户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银行，则将被视为客户已放弃就该对账单而向银行提出异议或索赔的权利。

十. 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（银行从账户中扣除银行费用（若有）的活动除外），银行有权撤销该账户，除非客户在银行确定的期限内另有相反指示。

十一. 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。

十二. 本一般条款适用中华人民共和国法律并按其解释，本条款项下的任何争议，应提交银行所在地有管辖权的人民法院管辖。

7 Days Call Deposit PLUS General Terms and Conditions (these “General Terms & Conditions”)

Note: The customer shall refer to account holders where appropriate.

1. Unless otherwise stated in these general terms and conditions, the 7 Day Call Deposit PLUS business hereunder are also subject to the “General Terms & Conditions” applicable to all accounts opened with HSBC Bank (China) Company Limited (the “Bank”) in the People’s Republic of China (but excluding Hong Kong, Macau and Taiwan) (the “Mainland China”).
2. The minimum deposit amount for the 7 Day Call Deposit PLUS is RMB500,000 or its equivalent in foreign currency. The minimum withdrawal amount is RMB100,000 or its equivalent in foreign currency. The 7 Day Call Deposit PLUS is offered to all types of corporate customers (including companies) and institutional customers or individual customers. The Bank has the right to adjust such minimum amount requirements subject to no violation of applicable laws and regulations.
3. The initial value day (the “Initial Value Day”) for 7 Day Call Deposit PLUS is the date on which the customer places the call deposit with the Bank in one lump sum in accordance with the requirement by the Bank or law in respect of the minimum deposit amount after the call deposit account has been set up (subject to the Bank’s accomplishment of the system setting for 7 Day Call Deposit PLUS according to these general terms and conditions).
4. Pending the customer’s withdrawal of all the deposit balance from its call deposit account hereunder or cancellation of the call deposit account for other reasons, the customer hereby agrees and confirms that in respect of the balance of the call deposit account, each consecutive 7 days (notice period) commencing from the Initial Value Day shall be a call deposit interest settlement cycle (“Interest Cycle”). Under these general terms and conditions, the customer shall be deemed to have at the beginning of each Interest Cycle notified and authorized the Bank to settle on the day immediately following the expiry day of that Interest Cycle (which day is a settlement day for each Interest Cycle of the call deposit, and will be postponed to the next banking day if it falls on a non-banking day and the expiry day of that Interest Cycle will also be postponed accordingly) the principal and accrued interest calculated on the basis of the Bank’s prevailing 7 days call deposit interest rate at the beginning of the preceding Interest Cycle. In case whenever the People’s Bank of China adjusts deposit base interest rate or the Bank adjusts the prevailing interest rate at its own discretion in the midst of respective Interest Cycle, new interest rate will not take effective until the beginning of next applicable Interest Cycle. It is at the customer’s own choice of placing on the same day the settled principal and interests or the settled principal only into the same account as new principal of 7 days call deposit for a period up to the expiry date of the next Interest Cycle and so on.
5. To withdraw an amount of call deposit, the customer should submit a withdrawal application requested by the bank. The Bank has the right to execute such withdrawal instruction in accordance with these general terms and conditions on the designated withdrawal date. The withdrawal application shall only serve as an instruction of withdrawal and in no event shall it be deemed to create any new call deposit with the withdrawal date being the maturity date. The customer irrevocably agrees that other than the periodic notice(s) in respect of call deposit mentioned in clause 4 herein, the customer shall not issue any notice for the purpose of creating any call deposit which is different from the call deposit described in clause 4 hereof.
6. If the customer applies for partial withdrawal from its call deposit account on a day which does not fall on a settlement day of any interest cycle of the call deposit, then the interest accrued on the amount so withdrawn for the period from the preceding settlement day to the withdrawal date shall be calculated on the basis of the Bank’s prevailing current account interest rate on withdrawal day while the interest calculation and renewal of the remaining amount of the call deposit will not be affected in any way. If the customer applies to withdraw all the balance of the call deposit, it shall be deemed to have also applied for cancellation of the call deposit account. If the customer applies for a partial withdrawal which, once executed, would cause the call deposit balance being lower than the minimum deposit amount requirement specified by the Bank for 7 Day Call Deposit PLUS product, then the customer shall be deemed to have applied for withdrawal of all the call deposit amount.
7. Both the customer and the Bank have the right to terminate the service under these general terms and conditions with prior written notice of one notice period (7 Days) given on the first date of any interest cycle. Upon such termination, the Bank shall close the call deposit account on the termination date as set out in the written notice, and credit the principal and accrued interest thereof into the account specified by the customer in the “In payment please” field of this 7 Day Call Deposit PLUS Placement Form. The customer hereby agrees and confirms to be aware of any possible consequences that might be led to after the service termination, including but not limit to the potential reduction of interest income. Both the customer and the Bank shall settle all accrued interests, taxes and fees (if any) in respect of the 7 Day Call Deposit PLUS account at the date of termination.
8. Any placement, renewal or withdrawal of a 7 Days Call Deposit PLUS will be processed by the Bank on its business days.
9. 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 customer 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 customer or any other person (the ‘Errors’).

The customer also agrees to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the customer notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the customer or, if posted, within the same period after the Bank has posted such statement of account or, if the customer 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 customer has collected such statement of account during that 90-day period).

10. Accounts with zero balances or Accounts which remain inactive (other than the Bank’s debit of the Accounts for accrued bank charges, if any) 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 customer’s specific instructions to the contrary within the period specified by the Bank.

11. The English version of these general 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.

12. These general terms and conditions shall be governed by and construed in accordance with the laws of the People’s Republic of China. Any dispute under these general terms and conditions shall be submitted to the local People’s court with competent jurisdiction at the place where the Bank is located.