

# The Hongkong and Shanghai Banking Corporation Limited

## TIME DEPOSITS - GENERAL TERMS AND CONDITIONS

### Part A (Applicable to both personal accounts and business accounts)

#### 1. Making a time deposit

- (a) By placing a time deposit with us, you will be considered to have read and accepted the General Terms and Conditions and these Terms and Conditions and will be bound by them. These Terms and Conditions prevail to the extent of any inconsistency between the General Terms and Conditions and these Terms and Conditions. The terms used in these Terms and Conditions are defined at the end.
- (b) We have the right to set or vary from time to time the terms available for making time deposits. These terms may include the currencies, any minimum or maximum amount of deposits, the range of periods and maturity dates.
- (c) We have a right to charge fees and charges for maintaining a time deposit or for providing time deposit services, including fees for closing an Account within such period after the account opening date as specified by us from time to time.
- (d) We may vary the fees and charges and the frequency of payment from time to time by notice. Our tariff guides have details of various fees and charges including the applicable rates or amounts. Our tariff guides are available at our website or upon request at any of our branches in Hong Kong.
- (e) We are entitled without prior notice to you to debit any amount payable by you to us (including any fees, expenses or interest) from any of the accounts maintained by you with us irrespective of whether there are sufficient available funds, overdraft or other facilities in the said accounts. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may set.
- (f) We may offer, vary, suspend or withdraw any services (including not accepting a deposit) relating to a time deposit at any time. You may be required to make separate application to obtain these services. We may also specify or vary from time to time further terms and conditions that govern these services.

#### 2. Time deposit interest

- (a) Interest on a time deposit accrues:
  - (i) on a daily basis;
  - (ii) on the principal amount; and
  - (iii) at the interest rate specified by us at our discretion.

Interest rates applicable from time to time will be displayed at our premises or published on our website, which will serve as notice to you. We will advise the details of the accrued interest and the amount of tax deducted or withheld (if applicable) in respect of a time deposit each time you withdraw or renew the time deposit.
- (b)
  - (i) Interest on a time deposit accrues up to the day prior to its maturity date and is payable on the maturity date. Interest at a rate above zero is payable by us to you and may be withdrawn or added to the principal amount of the time deposit on a Business Day.
  - (ii) Notwithstanding paragraph (i) above, accrued interest on a time deposit for a term of eighteen (18) months or more is payable by us at the end of each calendar half-year. We have the right to set or vary from time to time the minimum amount or term of deposit to which this paragraph (ii) applies and the date for paying interest.
- (c) Interest accrues on a time deposit that is a call deposit on a daily basis at our prevailing interest rate at the end of each day except that interest for the day on which the call deposit is made with us accrues at the interest rate set out in the deposit confirmation.

#### 3. Renewal and withdrawal of time deposits

- (a) We have no obligation to but may at our discretion repay any part of a time deposit before its maturity date at your request. In that case, the following provisions apply:
  - (i) interest on the time deposit is not required to be paid to you;
  - (ii) we may deduct the following amounts from the time deposit and repay the balance (if any) to you:
    - (1) applicable fees and charges (e.g. handling charges);
    - (2) additional cost (if any) incurred by us in obtaining funds in the market for the remaining term of the time deposit; and
    - (3) any amount we already paid to you by way of interest or to any Authority by way of taxation (if applicable); and
  - (iii) we may cancel the time deposit and charge handling fees if its amount is insufficient to pay the amounts set out in paragraph (ii) above.
- (b) Where the maturity date of a time deposit falls on a day other than a business day in Hong Kong or in the jurisdiction of the foreign currency in which the time deposit is denominated, the time deposit is payable on:
  - (i) the next business day; or
  - (ii) the previous business day if the next business day would extend the term of the time deposit beyond the maximum deposit term acceptable to us or permitted by Applicable Regulations.
- (c) We have the right to set or vary from time to time the dates and hours when you may make, renew or withdraw a time deposit.
- (d) You should give Instruction (including any amending Instruction) on how to handle the principal amount and interest of a time deposit at maturity at least one (1) Business Day before its maturity date. You may give us Instruction directly or through local bankers in writing or any other means as may be accepted by us.
- (e) You may give an Instruction to renew automatically a time deposit. We have the right to accept or refuse your Instruction to renew automatically. If we accept your Instruction to renew automatically, our prevailing interest rate on the maturity date (whether above or below zero) will be the interest rate for the renewed term. Even if we have accepted your Instruction to renew automatically, we have the right unilaterally to cease to act on the Instruction at any time without giving reason.
- (f) If we do not receive your Instruction on how to handle the principal amount and interest of a time deposit by its maturity date, from the maturity date onwards interest will accrue only (i) on the principal amount of the time deposit; and (ii) at the interest rate (whether above or below zero) specified by us for the savings account in the same currency. You have to give Instruction on how to handle any accrued interest payable by us. Accrued interest payable by you will be deducted from the principal amount of the time deposit.

- (g) Where your Account is in a currency other than Hong Kong dollar:
  - (i) we have the right to charge a fee for withdrawing foreign currency notes from your Account;
  - (ii) we have the right to charge an additional commission if such amount exceeds the limit we set from time to time; and
  - (iii) withdrawal in cash in a foreign currency is subject to availability of that currency. Unless otherwise agreed by us, we may require at least seven (7) days' prior notice from you to allow us sufficient time to process a request of withdrawal in foreign currency.

#### **4. Placing a time deposit to your Account**

- (a) You may place a time deposit to your Account by giving us Instruction to debit an amount from your savings or current account with us and crediting it to your Account.
- (b) We have the right to require you to provide details of the savings or current account to be debited when placing a time deposit. You are solely responsible for providing accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the placement of time deposit. We also have the right to verify any details provided by you after issuing a receipt for the time deposit. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the Account accordingly.
- (c) The account to be debited when placing a time deposit may be a savings or current account in Hong Kong dollar or any other currency.

#### **5. Closure of Account**

Unless we have received specific contrary instructions from you, we have the right to close an Account if it (i) has a zero balance for a period of time as set by us from time to time or (ii) remains inactive for a period of time as set by us from time to time.

#### **6. General**

- (a) No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- (b) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (c) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.
- (d) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (e) These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

### **Part B1 (Applicable to personal accounts only)**

#### **1. Our right to impose negative interest**

- (a) Where a negative interest rate applies to any currency, we have the right to impose negative interest on principal amounts of any time deposit that are denominated in such currency. Where negative interest becomes payable by you to us, we are entitled on a Business Day to deduct from the principal amount of such time deposit or to debit any other accounts maintained by you with us for the amount of negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said accounts. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify.
- (b) Negative interest (if any) on a time deposit accrues:
  - (i) on a daily basis;
  - (ii) on the principal amount; and
  - (iii) at the interest rate specified by us at our discretion.

Interest rates applicable from time to time will be displayed at our premises or published on our website, which will serve as notice to you. We will advise the details of the negative interest accrued and the amount of tax deducted or withheld (if applicable) in respect of a time deposit each time you withdraw or renew the time deposit.
- (c)
  - (i) Negative interest (if any) on a time deposit accrues up to the day prior to its maturity date and is payable on the maturity date.
  - (ii) Notwithstanding paragraph (i) above, negative interest (if any) accrued on a time deposit for a term of eighteen (18) months or more is payable by you at the end of each calendar half-year. We have the right to set or vary from time to time the minimum amount or term of deposit to which this paragraph (ii) applies and the date for paying negative interest.
- (d) Negative interest (if any) accrues on a time deposit that is a call deposit on a daily basis at our prevailing interest rate at the end of each day except that interest for the day on which the call deposit is made with us accrues at the interest rate set out in the deposit confirmation.
- (e) Without limiting or reducing our rights under Clause 3(a) of Part A, if we repay any part of a time deposit before its maturity date at your request, you are not required to pay to us the interest on the time deposit.

### **Part B2 (Applicable to business accounts only)**

#### **1. Our right to impose negative interest**

- (a) Where a negative interest rate applies to any currency, we have the right to impose negative interest on principal amounts of any time deposit that are denominated in such currency. Where negative interest becomes payable by you to us, we are entitled on a Business Day to deduct from the principal amount of such time deposit or to debit any other accounts maintained by you with us for the amount of negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said accounts. If any debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify.
- (b) Negative interest (if any) on a time deposit accrues:
  - (i) on a daily basis;
  - (ii) on the principal amount; and
  - (iii) at the interest rate specified by us at our discretion.

Interest rates applicable from time to time will be displayed at our premises or published on our website, which will serve as notice to you. We will advise the details of the negative interest accrued and the amount of tax deducted or withheld (if applicable) in respect of a time deposit each time you withdraw or renew the time deposit.

- (c) (i) Negative interest (if any) on a time deposit accrues up to the day prior to its maturity date and is payable on the maturity date.
- (ii) Notwithstanding paragraph (i) above, negative interest (if any) accrued on a time deposit for a term of eighteen (18) months or more is payable by you at the end of each calendar half-year. We have the right to set or vary from time to time the minimum amount or term of deposit to which this paragraph (ii) applies and the date for paying negative interest.
- (d) Negative interest (if any) accrues on a time deposit that is a call deposit on a daily basis at our prevailing interest rate at the end of each day except that interest for the day on which the call deposit is made with us accrues at the interest rate set out in the deposit confirmation.
- (e) Without limiting or reducing our rights under Clause 3(a) of Part A, if we repay any part of a time deposit before its maturity date at your request, you are not required to pay to us the interest on the time deposit.

## **Definitions**

**Account** means a time deposit account maintained by you with us.

**Applicable Regulation** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

**Authority** means any local or foreign judicial, administrative, public or regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong.

**General Terms and Conditions** means the General Terms and Conditions governing various accounts and services as specified by us and as may be amended from time to time.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Instruction** means any instruction in relation to an Account in any form or by any means accepted by us from time to time.

**Terms and Conditions** means these terms and conditions governing the time deposit services offered to you, as may be amended from time to time.

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

**you or your** means each person in whose name a time deposit account is maintained and, where the context permits, includes any individual authorised by you to give instructions.

Effective from 29 April 2016

# 香港上海滙豐銀行有限公司

## 定期存款 — 一般條款及細則

### 甲部分 (適用於個人戶口及商業戶口)

#### 1. 存入定期存款

- (a) 閣下於本行存入定期存款，即被視為已閱讀並接受一般條款及細則及本條款及細則並受其約束。如本條款及細則及一般條款及細則有任何不一致，概以本條款及細則為準。在本條款及細則中使用的詞語的定義載於本條款及細則的末端。
- (b) 本行有權不時設定或更改新造定期存款的條款。該等條款可包括貨幣、最低或最高存款金額、存款期及到期日。
- (c) 本行有權就維持定期存款或提供定期存款服務徵收費用及收費，包括因開立戶口後在本行不時指定的期間內結束戶口而徵收的費用。
- (d) 本行可透過通知不時更改各項費用及收費及支付的次數。本行的費用簡介載有各項費用及收費的詳情（包括適用利率或金額）。本行的費用簡介可於本行網站瀏覽或向本行在香港的任何分行索取。
- (e) 本行有權從閣下於本行維持的任何戶口中支取閣下應向本行繳付的任何金額（包括任何費用、開支或利息），不論上述戶口是否有充足可用資金、可用透支或其他信貸，而無須事先通知閣下。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同任何累算費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所欠金額。
- (f) 本行有權隨時提供、更改、暫停或撤銷有關定期存款的任何服務（包括不接受存款）。閣下或須另行申請此等服務。本行亦可不時指定或更改規管此等服務的其他條款及細則。

#### 2. 定期存款利息

- (a) 定期存款利息如下述累算：
  - (i) 以每日為基準；
  - (ii) 以本金金額；及
  - (iii) 按本行不時酌情指定的利率。本行會在本行的範圍內張貼或在本行的網頁公佈不時適用的利率，作為向閣下的通知。在閣下每次提取定期存款或續存時，本行會提供累算利息及被扣減或預扣的稅額（如適用）的詳情。
- (b)
  - (i) 定期存款利息累算至定期存款到期日的前一日為止，並會在到期日支付。如利率高於零，利息會由本行向閣下支付並可在營業日提取或將其加入定期存款的本金金額續存。
  - (ii) 儘管上述 (i) 段的規定，存款期十八 (18) 個月或以上的定期存款會每半年結束後由本行支付一次累算利息。本行有權不時設定或更改本 (ii) 段適用的最低存款金額或存款期，及支付利息的日期。
- (c) 通知存款的利息按每日完結時本行當時的利率每日累算，但新造通知存款當日的利息則按載於存款單上的利率累算。

#### 3. 續存及提取定期存款

- (a) 本行無責任但可酌情按閣下要求在定期存款到期日前向閣下支付任何部分存款。下列條文適用於該等情況：
  - (i) 無須就定期存款向閣下支付利息；
  - (ii) 本行可從定期存款扣減下列金額，並支付餘額（如有）予閣下：
    - (1) 適用費用及收費（如手續費）；
    - (2) 本行為定期存款的剩餘存款期從資金市場拆入資金所招致的額外成本（如有）；及
    - (3) 任何本行已向閣下支付的利息或已向任何權力機關支付的稅項（如適用）的金額；及
  - (iii) 如定期存款款項不足以支付載於上列 (ii) 段的金額，本行可取消該定期存款並徵收手續費。
- (b) 如定期存款到期日並非香港或外幣定期存款的貨幣司法管轄區的營業日，定期存款會如下述支付：
  - (i) 在下一個營業日支付；或
  - (ii) 如下一個營業日會使定期存款的存款期延至超出本行接受或適用法規所容許的最長存款期限，則會在前一個營業日支付。
- (c) 本行有權不時設定或更改閣下可新造、續存或提取定期存款的日期及時間。
- (d) 閣下須在定期存款到期日前最少一 (1) 個營業日發出指示（包括任何修改指示），以便處理到期時定期存款的本金金額及利息。閣下可以書面或以本行接納的任何其他方法直接或透過閣下當地的銀行向本行發出指示。
- (e) 閣下可發出定期存款到期自動續存的指示。本行有權接受或拒絕閣下的自動續存指示。如本行接受閣下的自動續存指示，本行在到期日當時的利率（不論高於或低於零）即成續存期的利率。即使本行已接受閣下的自動續存指示，本行有權在隨時單方面停止執行該指示，而無須給予理由。
- (f) 就處理到期時定期存款的本金金額及利息而言，如本行在到期日仍未收到指示，從到期日起利息只會 (i) 就定期存款的本金金額；及 (ii) 按本行就相同貨幣的儲蓄戶口指定的利率（不論高於或低於零）累算。閣下須發出指示如何處理任何應由本行支付的累算利息。閣下需支付的累算利息會從定期存款的本金金額扣減。
- (g) 如閣下的戶口屬非港幣戶口：
  - (i) 當閣下從戶口提取外幣現鈔，本行有權收取費用；
  - (ii) 如該金額超過本行不時設定的限額，本行有權收取額外佣金；及
  - (iii) 外幣現金提款受該貨幣供應所限。除非本行另行同意，本行可要求閣下預早最少七 (7) 天通知，給予本行足夠時間以處理閣下以外幣提款的要求。

#### 4. 於閣下的戶口設立定期存款

- (a) 閣下可向本行發出指示從閣下於本行的儲蓄或往來戶口支賬並將該金額存入閣下的戶口，以於閣下的戶口設立定期存款。
- (b) 本行有權要求閣下提供設立定期存款時用以支賬的儲蓄或往來戶口的詳情。閣下須自行負責提供準確及完整的詳情。本行在發出收據及設立定期存款時，有權依賴閣下提供的詳情。本行在發出有關定期存款的收據後，有權核實閣下提供的任何詳情。如收據與本行核實的結果有任何差異，本行核實的結果為最終結果並對閣下具有約束力。本行並有權對戶口作出相應調整。
- (c) 設立定期存款時用以支賬的戶口可以是港幣或任何其他貨幣的儲蓄或往來戶口。

#### 5. 結束戶口

除非本行收到閣下明確相反指示，如在本行不時設定的期間內戶口 (i) 結餘為零或 (ii) 無進支紀錄，本行有權結束戶口。

#### 6. 一般事項

- (a) 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。
- (b) 本條款及細則受香港法律管轄並按其詮釋。
- (c) 本條款及細則的英文版本與中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。
- (d) 閣下服從香港法院的非專有管轄權。
- (e) 本條款及細則可在任何具司法管轄權的法院強制執行。

### 乙（一）部分（只適用於個人戶口）

#### 1. 本行徵收負利息的權利

- (a) 如負利息適用於任何貨幣，本行有權就該貨幣的任何定期存款本金金額徵收負利息。如負利息應由閣下向本行繳付，本行有權在營業日從該定期存款的本金金額扣減或從閣下於本行維持的任何其他戶口支取負利息金額，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同任何累算費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所欠金額。
- (b) 定期存款負利息（如有）如下述累算：
  - (i) 以每日為基準；
  - (ii) 以本金金額；及
  - (iii) 按本行不時酌情指定的利率。

本行會在本行的範圍內張貼或在本行的網頁公佈不時適用的利率，作為向閣下的通知。在閣下每次提取定期存款或續存時，本行會提供累算負利息及被扣減或預扣的稅額（如適用）的詳情。
- (c)
  - (i) 定期存款負利息（如有）累算至定期存款到期日的前一日為止，並會在到期日支付。
  - (ii) 儘管上述 (i) 段的規定，存款期十八 (18) 個月或以上的定期存款會每半年結束後由閣下支付一次累算負利息（如有）。本行有權不時設定或更改本 (ii) 段適用的最低存款金額或存款期，及支付負利息的日期。
- (d) 通知存款的負利息（如有）按每日完結時本行當時的利率每日累算，但新造通知存款當日的利息則按載於存款單上的利率累算。
- (e) 在不限制或削弱本行於甲部分第 3(a) 條下權利的情况下，如本行按閣下要求在定期存款到期日前向閣下支付任何部分存款，閣下無須就定期存款向本行支付利息。

### 乙（二）部分（只適用於商業戶口）

#### 1. 本行徵收負利息的權利

- (a) 如負利息適用於任何貨幣，本行有權就該貨幣的任何定期存款本金金額徵收負利息。如負利息應由閣下向本行繳付，本行有權在營業日從該定期存款的本金金額扣減或從閣下於本行維持的任何其他戶口支取負利息金額，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同任何累算費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所欠金額。
- (b) 定期存款負利息（如有）如下述累算：
  - (i) 以每日為基準；
  - (ii) 以本金金額；及
  - (iii) 按本行不時酌情指定的利率。

本行會在本行的範圍內張貼或在本行的網頁公佈不時適用的利率，作為向閣下的通知。在閣下每次提取定期存款或續存時，本行會提供累算負利息及被扣減或預扣的稅額（如適用）的詳情。
- (c)
  - (i) 定期存款負利息（如有）累算至定期存款到期日的前一日為止，並會在到期日支付。
  - (ii) 儘管上述 (i) 段的規定，存款期十八 (18) 個月或以上的定期存款會每半年結束後由閣下支付一次累算負利息（如有）。本行有權不時設定或更改本 (ii) 段適用的最低存款金額或存款期，及支付負利息的日期。
- (d) 通知存款的負利息（如有）按每日完結時本行當時的利率每日累算，但新造通知存款當日的利息則按載於存款單上的利率累算。
- (e) 在不限制或削弱本行於甲部分第 3(a) 條下權利的情况下，如本行按閣下要求在定期存款到期日前向閣下支付任何部分存款，閣下無須就定期存款向本行支付利息。

## **定義**

**戶口**指閣下在本行維持的定期存款戶口。

**適用法規**指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何權力機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具法律效力）。

**權力機關**指任何本地或外地司法、行政、公營或監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

**營業日**指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。

**一般條款及細則**指本行不時指定，規管各種戶口及服務的一般條款及細則，可被不時修改。

**香港**指中華人民共和國香港特別行政區。

**指示**指以本行不時接受的任何形式或方式發出有關戶口的任何指示。

**條款及細則**指規管向閣下提供的定期存款服務的本條款及細則，可被不時修改。

**本行、本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下或閣下的**指以其名義開立定期存款戶口的各位人士，及如文義允許，包括獲閣下授權發出指示的任何個人。

由 2016 年 4 月 29 日起生效