

适用于所有在恒生银行(中国)有限公司及其分支行开立的账户

总则

1. 凡涉及账户的开立、运作及关闭/撤销, 客户均须填写及签署本行要求的文件, 并同意接受该等文件的约束。并且, 客户须在本行要求时向本行提供有关文件。除非另行规定, 本条款及细则适用于在本行开立的所有账户。**请客户仔细阅读本条款及细则, 尤其是以加粗字体显示的条款。如有任何疑问, 请及时提请本行予以说明。**
2. 本行与客户共同遵守与账户的开立、运作及关闭/撤销有关的所有适用法律、法规、规章以及监管机构的规定 (“法律规范”), 严禁客户利用其在本行开立的任何账户从事各类违法犯罪活动。客户应自行承担因违反任何法律规范而引发的后果和损失, 并根据本条款及细则第 27 条的约定对本行作出赔偿。
3. 客户在本行开立账户, 应按照适用的法律规范以及本行的要求, 向本行提供真实、有效的证明文件和信息, 并承诺对其所提供文件和信息的真实性、完整性以及合法性负责。

在不损害本条款及细则其他约定的前提下, 如客户提供的文件或信息 (包括但不限于以下) 发生变更或者有效期届满, 客户应在发生变更后 5 个工作日内或者有效期届满之前 (视具体情况而定) 向本行提供或更新相关的证明文件, 并办理相关的变更或更新手续:

- (i) 就个人客户而言, 账户持有人以及授权代理人 (如有) 的身份证明文件;
- (ii) 就企业或者单位客户而言, 账户持有人及其控股股东、实际控制人、董事、法定代表人、负责人和授权签字人/授权代表的各类登记证明文件、身份证明文件和其他类似的文件; 以及
- (iii) 客户在我行开立或维持账户所必需的其他证明文件或信息。

当本行发现客户的该等文件或信息有效期即将届满或者出现变更时, 本行有权通知客户要求其于规定期限内 (如为文件或信息有效期届满的情况, 应为届满之日起 90 日内; 如为其他情况, 应为通知送达之日的 90 日内) 办理相应的变更或更新手续, 如客户未能在规定期限内提供本行要求的真实、有效的证明文件并办理相应的变更或更新手续, 本行有权根据法律规范的要求对客户在本行开立的账户采取相应的控制账户交易措施或中止为客户办理业务。在任何情况下, 本行均不对客户由于本行根据法律规范或者本条款及细则约定行使前述权利而遭受的任何损失或损害 (无论是直接亦或是间接, 包括但不限于利润损失或利息损失) 承担责任。

本条款及细则所称的控制账户交易措施, 包括暂停账户非柜面业务、限制账户交易规模或频率、对账户采取只收不付控制、对账户采取不收不付控制等法律规范允许的措施, 但法律规范明确排除的业务不受限制。

4. 本行有权决定:
 - (i) 开立、运作及关闭/撤销账户所需的最高或最低存款额或余额;
 - (ii) 计息账户在利息结算前所需保留的最低余额;
 - (iii) 账户运作的收费及佣金 (包括但不限于根据第 17 条转入本行待领款项账户的待领余额); 及
 - (iv) 存款账户的存款期。
5. 因票据而发生的对账户的任何支付或贷记均以实际收款为条件。若该等支付或贷记在票据项下的款项实际收到之前已经作出, 则本行可在证实票据项下的款项无法获得时, 立即要求客户作出补偿或将调整有关账项。任何需存入账户的汇入汇款、支票及其他金融票据, 只有在相关款项收妥后才能实际入账, 本行有权在该等汇款、支票及金融票据收妥后始允许客户使用相关款项。如果发生退票或者最终未能收到汇款, 本行保留从账户中照数扣回相应款项的权利。
6. 客户的往来存款账户中若无足够的存款以兑现其所开具的支票, 本行有权自行决定接受或拒付该支票。若客户的任何账户出现透支, 则客户必须于本行要求时如期归还所透支的款项及有关利息。
7. 如果相关的通知书未能在本行随时规定的有关截止时间前送达本行, 汇入汇款可能无法于当日记入账户, 在汇入汇款实际记入账户之前, 有关款项将不计算利息。
8. 客户可以通过本行随时规定的方式或票据取款。提取到期的存款可能须根据本行规定提前两个工作日提出申请 (不包括星期六、星期日以及中华人民共和国的其他法定节假日或发行相关货币的国家 / 地区的假期)。
9. 未经收款人签字确认, 本行将不接受向本行提示的经更改的票据。
10. 除非本行另有规定, (无论取款人是否为客户本人) 提示的支票应在开立账户的分行兑付。

11. 计息账户将按本行依据适用法律法规决定的利率按日计息。应付利息将按本行决定的期间或本行与客户依照有关法律法规商定的期间存入该计息账户。账户关闭/撤销当日不计息。
12. 本行有权决定可开立的外币存款账户的币种以及该等外币存款账户的取款方式。本行有权以开立账户的货币以外的其他币种付款，汇率以本行当时决定的为准。
13. 对于任何取消或撤销取款的指示，本行有权根据规定酌情决定是否接受。
14. 如果本行为某一账户出具存折，除非得到本行同意，客户自该账户取款时必须出示该存折。存折的记载仅供客户参考，由于可能有存款或记载事项的变化未记载于存折内，故存折不一定显示当时最新的账户余额。客户应随时将存折提交本行补记利息或未记录的账项资料。如未记录的账项累积达到本行随时决定的数量，该等账项将会合并作为一项记录记载于存折，而其中的个别账项细节将不会体现在存折中。如客户书面要求，本行可以编制并提供某段期间内每项未记录账项的综合结单副本，但客户可能须因此向本行支付手续费。
15. 本行向能出示由客户签署或盖章的取款单的任何人士作出的支付，与本行向客户本人作出的支付具有同等效力。若因此导致客户或其他人士发生损失，本行概不负责。
16. 企业或者单位客户需要或者根据法律规范和/或本条款及细则的规定（包括但不限于以下情形）应当关闭/撤销其在本行开立的任何账户的，应向本行提出关闭/撤销账户的申请并办理相关手续：
- (i) 被撤并、解散、宣告破产或关闭的；
 - (ii) 被注销、被吊销营业执照的；或者
 - (iii) 因迁址需要变更开户银行的。
- 如客户未能根据法律规范的要求关闭/撤销账户的，本行有权中止账户业务并通知客户于 30 日办理关闭/撤销账户手续，同时银行有权根据法律规范的规定关闭/撤销相关账户。
- 此外，如果本行认为任何客户的账户运作或使用未能符合本行要求，本行有权关闭或撤销该账户，并在任何法律法规或行业营运守则要求时，通知客户有关账户关闭或撤销的事宜。
17. 账户关闭/撤销后的待领余额将转入本行的待领款项账户内（除非适用法律规范另有规定，该等代领余额自账户关闭/撤销之日起不再计息）。
18. 本行可根据其合理规定的条款和条件(包括任何风险披露声明)，随时指定可用以向本行递交或传送指示的任何附加途径或媒介(包括电话、互联网或其他电子途径或媒介)。本行收到并据以行事的任何指令，无论该指令是由客户本人还是由任何其他声称是客户本人的人士作出，对客户而言均是不可撤销的且对客户具有约束力。本行并无责任核对有关人士的身份或证实其是否有权向本行发出任何指示，也无责任查核有关指示的真实性。如果账户由一名以上的人士开立，本行有权根据其中任何人士以本行随时指定的任何途径或媒介递交或传送的指示行事，该等指示及本行就有关递交或传送的途径或媒介而合理规定的任何条款和条件，在任何方面对所有账户持有人均具有约束力，即使其中的任何账户持有人不使用该等途径或媒介。
19. 客户明确地授权本行有权(但无义务)以录音或其它方式将客户以口头形式向本行发出的指示及客户与本行的所有其它口头通讯予以记录，该等指示及通讯与任何账户和/或与本行随时提供的任何服务有关，包括但不限于以电话发出的指示或通讯(统称“口头通讯”)。客户明确同意，如在任何时间就任何“口头通讯”的内容出现争议，该等“口头通讯”的录音或其它形式的记录或由本行一名高级职员签署确认为真实的有关记录副本，将足以作为本行与客户就该等“口头通讯”的内容及性质的最终证据。除非有确定的相反证明，否则此等记录将作为该等争议的最终证据。如本行有合理的理由，则有权拒绝按照任何“口头通讯”行事。此外，本行保留延迟依照任何“口头通讯”行事的权利，本行也可在认为恰当时，要求取得有关“口头通讯”的进一步资料。
20. 本行有权按照一般业务惯例及程序，只接受客户的可行及合理的指示。客户授权本行参与任何监管银行业务的组织、提供银行中央票据交换、结算及相关或类似服务的系统、组织，与该等组织签署协议，并遵守相关的法规、规则、规章、指引和协议(无论其性质是否具有法律效力)。
21. 本行将按照本行规定的或与客户商定的期间，向客户发出账户的结单，但如果在该段期间内账户没有任何进项或支出或客户以存折或其它有记录的形式进行交易，则不予印发结单。
22. 除非客户在结单(包括根据第 14 条发出的综合结单)发出日起九十天内以书面形式通知本行结单上存在错漏，或本行通知客户结单上存在错误，否则将视为客户已承认所收到的结单准确无误。本行的有关记录，在任何方面均是最终的证据。
23. 除非事先取得本行书面同意，否则客户不能就任何账户余额设定任何担保。
24. 如果客户对本行有负债，无论数额多少、属于实际债务或有债务、是客户个人的负债还是与他人共同的负债，本行均可随时在无需事先通知客户的情况下，以任何币种借记客户的账户（无论该账户是以客户个人名义开立还是与他人共同开立），以偿还上述负债。如果账户中的存款为定期存款，即使存款尚未到期，本行亦有权行使前述权利，如果定期存款由于本行行使前述权利而被提前支取或使用，相关存款期的存款利息将适用活期利率而非定期存款利率，因此产生的利率损失由客户自行承担。对于联名账户而言，本行可行使本条文赋予的权利，将该等联名账户内的任何款项用以抵销该等联名账户的一名或多名账户持有人欠付本行的款项。
25. 本行可委任任何人担任其代理人，代表本行向客户收取任何或全部欠款。本行因此而发生的所有支出及费用，概由客户承担。

26. 如由于本行无法控制或者避免的因素, 包括任何设备故障或失灵, 而导致本行延迟或无法向客户提供任何设备、或其他设施或服务, 本行不承担任何责任。对客户或任何第三人因本行在任何情况下延迟或无法向客户提供任何设备、或其他设施或服务而引起或与此相关的任何间接或最终损失, 本行不承担责任。
27. 因本行因为向客户提供任何服务、与客户交易、执行客户的指示、为客户维持账户、履行本条款及细则项下义务、客户违反本条款及细则或适用的法律规范而基于合同、侵权或其他方面遭受或产生任何索赔、责任、损失、损害、成本、费用和开支(不论因税款、关税或其他事由产生的, 包括但不限于全额律师费), 客户应向本行赔偿该等索赔、责任、损失、损害或费用, 并且确保本行免受该等索赔、责任、损失、损害或费用的影响, 除非该等索赔、责任、损失、损害或费用是由本行(包括本行的职员或雇员)的故意不当行为或重大过失造成。
28. 本行可随时修改或增加本条款及细则的条款, 任何修订或增加的条款, 经以本行认为适当的形式通知客户后, 即开始生效。如果客户并未于通知期限结束前取消其账户或相关服务的, 将被视为同意该等修订或增加的条款。
29. 凡本行依照客户在本行最新登记的传真号码发送的通讯, 于发出时即被视为已送达客户。凡本行依照客户最新登记的地址寄出的信件, 若属本地信件, 于寄出 48 小时后视为已送达客户; 如属外地信件, 于寄出七天后视为已送达客户。所有向客户或其授权代表发出的通讯, 不能接收或送达的风险完全由客户承担。
30. 收集及使用客户信息

30.1 定义

除上下文另有规定外, 下列术语被用于本第 30 条时应具有如下含义:

“权力机关”包括对汇丰集团任何部分具有管辖权的任何司法、行政、公共或监管机构、任何政府机关、任何税务机关、证券或期货交易所、法院、中央银行或司法机关, 或该等机关的任何代理。

“合规责任”指汇丰集团需履行下列各项所要求的义务的责任: (a) 适用规范, 或国际指引及内部政策或程序, (b) 权力机关的任何要求或适用规范下的申报、披露或其他责任, 及(c) 要求本行核实其客户身份的适用规范。

“关联人士”指客户以外的人士或实体, 而其信息(包括个人数据或税务信息)由客户(或代表客户)因与服务之提供有关的原因向任何汇丰集团成员提供。关联人士可包括(但不限于)任何保证人、公司董事或职员、合伙组织的合伙人或合伙成员, 任何“主要拥有人”、“控制人”、信托的实益拥有人、受托人、委托人或保障人、指定账户持有人、指定收款人、客户的代表、代理或指定人士, 客户(在其作为代理人时)的被代理人, 或与客户有关系的任何其他人士或实体, 而该关系与客户及汇丰集团之间的银行或其他服务有关。

“控制人”指对某实体行使控制权的人士(就信托而言, 指委托人、受托人、保障人、受益人或各类受益人, 及就信托行使最终有效控制权的任何其他人士; 就信托以外的实体而言, 指处于同等或类似控制地位的人士)。

“客户信息”指客户或关联人士的个人数据、税务信息及/或保密信息。

“金融犯罪”指洗钱、恐怖分子融资、贿赂、贪污、逃税、欺诈、逃避经济或贸易制裁及/或违反有关此等事宜的任何适用规范, 或旨在规避或违反有关此等事宜的任何适用规范的任何行为或企图。

“汇丰集团”指汇丰控股有限公司, 及/或任何其关联公司、子公司、联营实体及该等的任何分行及办事处或其中任何一个; “汇丰集团成员”具有相同含义。

“适用规范”指任何适用的本地、其他国家或地区制定法、法律、法规、条例、规章、判决、裁定、自律守则、指令、制裁制度、法院命令、任何汇丰集团成员与权力机关之间的协议, 或权力机关之间达成的适用于本行或汇丰集团成员的协议或条约。

“个人数据”指与个人有关的、可识别个人身份的数据(在数据隐私法律也适用于公司的国家或地区, 也包括与公司实体有关的数据), 个人数据包括但不限于, 敏感个人数据、姓名、性别、身份信息、住址、联系信息、年龄、出生日期、出生地、国籍、公民身份、个人及婚姻状况、职业信息、收入及资产信息、账户信息、信用信息、交易信息, 及处理及/或分析个人信息过程中而形成的信息。

“服务”包括但不限于, (a) 开立、维持及关闭/撤销银行账户, (b) 提供信贷融资及其他银行产品及服务、处理申请及相应的信贷评估及产品适格性评估, 及(c) 维持本行与客户的关系, 包括向客户促销金融服务或相关产品、进行市场调查、保险、审计及管理目的和用途。

“主要拥有人”指直接或间接地享有一个实体多于 10% 的利润或权益的任何个人。

“税务机关”指国内、其他国家或地区税务、税收或金融机关。

“税务证明表格”指税务机关或本行为确认客户的税务状况或关联人士的税务状况而不时发出或要求提供的任何表格或其他文件。

“税务信息”指直接或间接的关于客户税务状况或客户的任何拥有人、“控制人”、“主要拥有人”或实益拥有人的税务状况的任何文件或信息(及随附的陈述书、豁免书及同意书), 这些文件或信息是本行合理认为为了遵守(或者不违反)任何汇丰集团成员对任何税务机关负有的义务或者为了证明其遵守了该等义务所需要的。“税务信息”包括但不限于关于下列的信息: 税务居所及/或组织所在地(如适用)、税务住所、税务识别号码、税务证明表格、某些个人数据。

30.2 收集、处理及分享客户信息

本第 30.2 条解释本行如何使用关于客户及关联人士的信息。通过使用服务, 客户同意本行及汇丰集团成员可按本第 30.2 条使用客户信息。

客户信息不会披露予任何人士(包括其他汇丰集团成员), 除非:

- 本行应法律要求作出披露;
- 本行有公共责任作出披露;
- 获客户同意作出披露;

- 根据本第 30.2 条作出披露。
- a. 本行及其他汇丰集团成员可收集、使用及分享客户信息。客户信息可要求客户（或代表客户的人士）提供，或由本行或汇丰集团成员（或代表本行或汇丰集团成员的人士）通过其他来源（包括公开信息）收集，亦可通过与本行或任何汇丰集团成员可获取的其他信息组合而形成。
- b. 本行及/或汇丰集团成员可为下列目的和用途（“用途”）处理、转移及披露客户信息：
 1. 提供服务及审批、管理、执行或实现客户要求或授权的任何交易；
 2. 履行合规责任；
 3. 进行金融犯罪风险管理活动；
 4. 向客户收取任何欠款；
 5. 进行信贷调查及获取或提供资信信息；
 6. 行使或维护本行或汇丰集团成员的权利；
 7. 遵守本行或汇丰集团的内部营运要求（包括信用及风险管理、系统或产品研发及计划、保险、审计及管理用途）；
 8. 维持任何汇丰集团成员与客户的关系（包括向客户促销或推广金融服务或相关产品及进行市场调查）；及/或
 9. 获取或使用管理、电信、电脑、支付、数据存储、处理、外包及/或其他服务。
- c. 通过使用服务，客户同意本行可以，在中华人民共和国法律不禁止的范围内，（如为用途所需且适当的）转移及披露任何客户信息，包括在全球范围内向下列接收者转移及披露任何客户信息（接收者亦可为用途之需要，处理、转移及披露该等客户信息）：
 1. 任何汇丰集团成员；
 2. 汇丰集团的任何分包商、代理、服务供应商或汇丰集团的关联人（包括其雇员、董事及职员）；
 3. 任何权力机关；
 4. 代表客户行事的任何人、收款人、受益人、账户代名人、中介人、往来及代理行（例如 CHAPS、BACS 及 SWIFT 系统中的往来及代理行）、清算所、清算或结算系统、市场交易对手、上游预扣税代理人、掉期或交易储存库、证券交易所、客户拥有证券权益的公司（如该等证券由本行为客户持有）；
 5. 获取服务项下利益（或有关服务之利益）或承担服务项下风险（或有关服务之风险）的任何一方；
 6. 其他金融机构、信用评级机构或征信机构（包括但不限于中国人民银行信用信息数据库），以获取或提供信用信息；
 7. 任何向客户提供资产管理服务的第三方资产管理人；
 8. 任何由本行提供介绍或居间的中介经纪商；
 9. 与本行的任何业务转让、处置、合并或收购有关的任何一方。

而无论客户信息接收者处于何地，包括那些不具备相应数据保护法律以致无法提供与服务所在地同等水平保护的司法管辖区。

- d. 客户同意提供客户信息，并且如果不时提供给本行或汇丰集团成员的客户信息有任何变更，客户同意及时书面通知本行。客户亦同意及时回复本行或汇丰集团成员就客户信息的任何要求。
- e. 客户确认其信息（包括个人数据或税务信息）已被或将被客户（或代表客户的任何人）不时提供给本行或汇丰集团成员的每一关联人士已获通知且已同意其信息按本条处理、披露及转移。客户须知会任何该等关联人士他们可能有权查阅及改正其个人数据。
- f. 客户确认，如果：
 1. 客户未按本行合理的要求提供客户信息，或
 2. 客户拒绝给予或撤回本行为用途（不包括向客户促销或推广产品及服务有关的用途）而处理、转移或披露客户信息所需的任何同意，或
 3. 本行或汇丰集团成员怀疑有金融犯罪的可能或就任何汇丰集团成员而言，客户呈现出潜在的金融犯罪风险，
 本行可以：
 - a) 不向客户提供新服务或不再继续提供全部或部分服务，并保留终止本行与客户的业务关系的权利；
 - b) 采取所需行动以履行本行或汇丰集团成员的合规责任；及/或
 - c) 冻结、限制、转移、关闭或撤销客户的账户。

另外，如客户未按要求提供客户或关联人士的税务信息及随附陈述书、豁免书及同意书或客户或关联人士其他相关状况信息，本行可自行判断有关客户或关联人士的状况，包括是否将客户的情况向税务机关报告，且本行或其他人士可能被要求代扣任何税务机关可能合法要求的金额，并将有关金额支付给税务机关，或采取上述（a）到（c）项下的措施。

30.3 数据保护

无论是在本地司法管辖区或海外处理客户信息，根据适用的数据保护法律，客户信息将受到汇丰集团成员及其员工以及第三方均需遵守的严格的保密及安全规范的保护。

30.4 金融犯罪风险管理活动

- a. 本行及汇丰集团成员被要求并且可能采取他们认为合适的行动，以履行有关侦测、调查及防止金融犯罪的合规责任（“金融犯罪风险管理活动”）。
- 该等行动可能包括但不限于：(a) 筛查、拦截及调查任何指示、通讯、提款要求、服务申请，或任何客户或代表客户收取或支付的款项；(b) 调查款项的来源或预定收款人；(c) 将客户信息与汇丰集团持有的其他相关信息相结合；及/或 (d) 对个人或实体（不论其是否受制裁制度约束）的状况作进一步查询，或确认客户的身份及状况。

- b. 在特殊情况下，本行的金融犯罪风险管理活动可能导致本行延迟、阻截或拒绝支付或清算任何款项、处理客户的指示或服务申请，或提供全部或部分服务。在法律允许的范围内，对客户或任何第三方全部或部分由于金融犯罪风险管理活动而遭受的或与之有关的任何损失，本行及任何汇丰集团成员均无需向客户或任何第三方承担任何责任。

30.5 税务合规

客户确认客户应自行负责了解及遵守其因开立及使用账户及/或使用由本行或汇丰集团成员提供的服务或与之有关而在所有相关司法管辖区引起的税务责任（包括但不限于缴税，税务申报或填报纳税有关的其他所需文件）。各关联人士亦以其关联人士身份（而非以其个人身份）为其自身作出相同确认和承诺。某些国家或地区的税务立法具有域外效力，而不论客户或关联人士的住所地、居所地、公民身份所在地或设立地。本行及任何汇丰集团成员均不提供税务意见。本行建议客户寻求独立法律及/或税务意见。对于客户在任何司法管辖区的税务责任，包括但不限于任何与开立及使用账户及/或本行及/或汇丰集团成员提供的服务相关的税务责任，本行及任何汇丰集团成员均不承担任何责任。

30.6 其他

- a. 本第 30 条与客户与本行之间的任何其他服务、产品、业务关系、账户或协议中的条文如有任何冲突或不一致，概以本第 30 条为准。在适用的本地法律许可的范围内，客户已作出的与客户信息有关的现有同意、授权、应本行要求给予的现有豁免及许可将继续适用并完全有效。
- b. 如果本第 30 条中的全部或任何条文在任何司法管辖区的法律下在任何方面如变成非法、无效或不可强制执行，该条文在任何其他司法管辖区以及本第 30 条的其余部分在该司法管辖区的合法性、有效性或可强制执行性均不受影响或损害。

30.7 终止后继续有效

即使本条款及细则终止、本行或汇丰集团成员终止对客户提供任何服务或客户的任何账户已关闭或撤销，本第 30 条继续有效。

31. 对于企业或单位客户，本行将与其核对账户（除非法律规范另有规定，频率不低于每季度一次），客户应当予以配合。如客户超过对账时间未反馈或者核对结果不一致的，本行将与客户一起查明原因，并有权根据法律规范的规定采取适当控制账户交易措施。
32. 根据法律规范，企业或单位客户仅能开立一个基本存款账户，企业或单位结算账户自开立之日起即可办理收付款业务。如今后法律规范变更的，本行将按照变更后的法律规范要求执行。
33. 如果本行与客户之间就任何交易有任何特别的协议，则对于该等协议与本条款及细则之间可能有的任何冲突，以该等协议规定为准。
34. 客户声明：在其任何账户内的款项不属于公款（仅适用于个人客户）。客户充分了解并清楚知晓出租、出借、出售、购买账户的相关法律责任和惩戒措施，承诺依法依规开立和使用账户。若客户出租、出借、出售、购买银行账户，银行将暂停客户的银行账户非柜面业务，乃至终止全部业务关系。客户还可能受到监管机关处罚，构成违法违规犯罪的将被依法追究法律责任。
35. 如客户或客户的股东（无论直接或间接）是在允许发行不记名股票的国家或地区注册的公司，客户确认及保证其自身或股东均没有发行任何不记名股票，并进一步承诺其自身或股东在未经本行书面同意前不发行任何不记名股票或转换其股票或其股东的股票至不记名形式。
36. 本行的营业时间可由本行根据其业务需要调整。张贴于本行营业大厅内的海报或通知构成对客户就该等调整的书面通知，但在超出本行控制范围的情况下，无需给予任何通知。
37. 本条款及细则的每一条款均是单独的，每一条款均可与其他条款相分离，如果在任何时候一项或多项条款在任何司法管辖区的法律规范项下在任何方面是或成为非法、无效或不可执行，其余条款的合法性、有效性或可执行性不应以任何方式受到影响。
38. 本行若延迟执行、疏忽执行本条款及细则的任何条款均不影响本行其后执行该等条款，本行放弃执行本条款及细则的任何条款均不影响本行执行其他条款。
39. 本条款及细则、本行与客户的账户关系、本行支付账户项下所有余额的责任等，均受中华人民共和国法律管辖并依中华人民共和国法律解释。若本行因遵守任何法律规范的规定或限制而导致客户发生任何损失、税项及支出等，本行概不负责。
40. 凡因履行本条款及细则所发生的或与本条款及细则有关的一切争议、纠纷，双方可协商解决。协商不能解决时，任何一方可以依法向本行所在地有管辖权的法院起诉。客户接受该法院行使非专属司法管辖权，本行有权在任何其它拥有管辖权的法院提请解决相关争议和纠纷。在诉讼期间，本条款及细则不涉及争议部分的条款仍须履行。

定期及通知存款

1. 非经本行书面同意，存款不得转让。
2. 存款利息计算至存款到期日的前一日。除非本行与客户另有约定，本行将根据有关法律规范只在存款到期日支付定期存款利息，在存款到期日及 / 或每季度末月的 20 日支付通知存款利息。
3. (如本行提供定期存款服务)定期存款利率于存款约定期限内固定不变，(如本行提供通知存款服务)通知存款的利息按本行根据有关法律规范的规定确定的利率计算。
4. 根据有关法律规范，留有到期自动续存指示的存款，本行会在到期日以相同期限存款的利率代为续存；若未留有续存指示，则本行会在存款期后按照本行所决定的利率计付利息。
5. 如果经本行同意后客户提早取款，则须依照本行制订的有关规定办理。
6. 存款到期日如为非营业日(包括相关货币的发行国家、地区或区域银行的非营业日和相关账户所在国家、地区或区域银行的非营业日)，则有关存款应于原到期日的下一营业日(上述银行办理业务的日子)提取。

人民币结算账户/外币结单储蓄账户(现汇账户)/人民币结算账户（含境外机构人民币银行结算账户）

1. 客户必须严格按照《票据法》的规定签发和使用支票，严禁签发空头支票，不得签发与其预留的签字式样或者印鉴不符的支票。
2. 任何客户，不以欺诈他人财产为目的签发空头支票或者与其预留的签章不符的支票的，应当按照中国人民银行不时作出的规定接受处罚。
3. 对于空头支票或者与其预留的签章不符的支票，本行有权退票；如果客户在一年之内累计签发的空头支票或者与其预留的签章不符的支票超过了由本行根据适用法律规范不时规定的数目，本行有权向其停止出售支票、停止为其办理支票业务和/或停止办理全部结算业务。
4. 以下条款仅适用于人民币 II 类/III 类 结单结算账户：
 - i) 人民币 II 类/III 类结单结算账户开立后将自动匹配虚拟卡号，不可以办理实体借记卡。
 - ii) 人民币 II 类结单结算账户不可办理外币业务、不可办理结售汇业务、不可以办理境外汇款。
 - iii) 人民币 III 类结单结算账户不可办理外币业务、不可办理结售汇业务、不可以办理境外汇款、不可办理现金业务、不可办理投资理财等产品等金融产品业务。
5. 以下条款仅适用于境外机构客户开立的人民币银行结算账户：
 - i) 境外客户在本行开立人民币银行结算账户须符合本行及中国法律规范的相关规定，该等法律规范包括但不限于《人民币银行结算账户管理办法》、《人民币银行结算账户管理办法实施细则》、《跨境贸易人民币结算试点管理办法实施细则》。
 - ii) 客户开立、变更或撤销人民币银行结算账户，应及时向本行提出申请，本行将根据有关法律规范要求并在获得监管机构核准后办理。**开立的人民币结算账户不得办理现金业务。**
 - iii) **在下述情形下，客户应及时办理销户手续，否则本行有权按规定经通知后办理销户手续：客户开户时所依据的法规制度或政府主管部门的批准文件已设定有效期限，且有效期限届满；政府主管部门禁止客户继续在境内从事相关活动；按客户适用法律规范，客户主体资格已消亡；相关法律法规规定的其他可予撤销人民币银行结算账户的情形。**
 - iv) **本行有权根据有关法律规范规定及/或本行需要不时修订上述人民币银行结算账户的条款和条件，该等修订应根据账户条款及细则第 28 条的约定对客户生效。**

本条款及细则以中文和英文同时签署，如有不一致之处，以中文为准。

Applicable to All Accounts Maintained with Hang Seng Bank (China) Limited and its Branches (the "Bank")**General**

1. In connection with the opening, operation and closing of an account, the customer shall complete, sign and be bound by the terms of such documents as the Bank may require and shall provide the Bank with such other documents as the Bank may require. Unless otherwise specified, these rules shall apply to all types of account held with the Bank. **The customer shall carefully read the terms herein, particularly the bolded terms. If the customer has any query on these terms, please promptly seek explanation from the Bank.**
2. The Bank and the customer shall comply with all the laws, regulations, ordinances and regulatory requirements (the "Applicable Laws") applicable to the opening, operation and closing of an account. The customer is prohibited to make use of any account opened with the Bank for illegal activities, and the customer shall be solely held responsible for its disobedience against the Applicable Laws and indemnify the Bank according to Rule 27 hereof.
3. As required by the Applicable Laws and the Bank, the customer shall provide authentic and valid supporting documents and information to the Bank for opening any account with Bank, and the customer shall ensure such documents and information provided are true, complete and in compliance with the Applicable Laws.

Without prejudice to any other provisions herein, if any document or information (including but without limitation to the following) provided by the customer changes or expires, the customer undertakes to renew or update such document or information within 5 business days upon the change or before the expiration date (as the case may be), and complete the related formalities:

- (i) for personal account, the identification document(s) of the account holder and the authorized representative(s) (if any); and
- (ii) for corporate or entity account, the various registration certificates, identification documents and other similar documents of the account holder, its controlling shareholders, de facto controlling persons, directors, legal representative, person in charge and authorized signatories/representatives; and
- (iii) other documents or information required for opening or maintaining the account(s) with the Bank.

Should the Bank finds any of such document or information will expire or has been changed, the Bank may notify the customer to perform the corresponding renewal or update formalities within the prescribed period (i.e. 90 days upon the expiration date in the case that document or information expires, and 90 days upon the delivery of the notice in the other cases). When the customer fails to provide the required authentic and valid supporting document and complete the renewal or update formalities, the Bank is entitled to take Control Actions against the account(s) or suspend the service to the customer according to the Applicable Laws. In no event shall the Bank be liable any for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by the customer arising out of the exercise of the Bank's right pursuant to the Applicable Laws or the terms hereof.

Under the Account Rules, Control Actions against the account(s) include suspending the non-counter services to the account(s), limiting the transaction volume or frequency of the account(s), suspending the payment and/or collection function of the account(s), and other actions allowed by the Applicable Laws, save for the transactions explicitly excluded by the Applicable Laws will not be impacted. .

4. The Bank shall be entitled to prescribe:
 - (i) minimum and maximum amounts or balances in respect of the opening, operation and closing of accounts;
 - (ii) minimum balances required before interest becomes payable on interest-bearing accounts;
 - (iii) charges and commissions payable in respect of the operation of accounts (including, without limitation, any account carrying an unclaimed balance which has been transferred to the Bank's unclaimed balance account pursuant to Rule 17); and
 - (iv) the available periods in the case of term deposit accounts.
5. All payments or credits against monetary instruments are conditional on collection and, if effected prior to collection, shall be reimbursed on demand or reversed immediately in the absence of collection. All inward remittances, cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge account with items which are subsequently returned unpaid and remittance amounts which are not eventually received.
6. The Bank shall be entitled to pay or reject a cheque which would cause a current account to be overdrawn. If any account of the customer is overdrawn, the amount overdrawn shall be payable on demand with interest.

7. An inward remittance to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
8. Withdrawals from any account may be made by such financial instruments or by such instructions as the Bank may prescribe from time to time. Withdrawal of currency deposit on the relevant maturity date may be subject to the Bank's requirement of its receipt of such prior notice of 2 business days (excluding Saturdays and bank holidays in the People's Republic of China or in the country/region where the relevant foreign currency is issued).
9. Alterations to financial instruments presented to the Bank will not be accepted unless they are authenticated by the signature of the drawer.
10. Unless otherwise specified by the Bank, cheques presented (where by the customer or by someone other than the customer) shall be paid at the branch where the account is maintained.
11. Interest on interest-bearing accounts shall accrue from day-to-day at such rates as the Bank shall determine in accordance with applicable laws and regulations. Interest accrued shall be credited to the account at such intervals as the Bank may decide or as may be agreed with the customer in accordance with applicable laws and regulations. The last day shall be excluded in calculating interest accrued on closing an account.
12. The Bank shall be entitled to prescribe the foreign currencies in which an account may be denominated and the method of payment in respect of a foreign currency account. The Bank shall be entitled to effect payment in a currency other than that in which the account is denominated and, if it does so, the exchange rate shall be the rate determined by the Bank to be prevailing at the relevant time.
13. Any request for cancellation or reversal of payment instructions shall be at the entire discretion of the Bank and subject to such conditions as the Bank may prescribe.
14. Where a passbook is issued for an account, the passbook must, except where the Bank agrees otherwise, be presented for all withdrawals from the account. The passbook is for the customer's reference and does not necessarily indicate the most up-to-date balance of the account as deposits may have been made or items charged without entry in the passbook. The customer should from time to time present the passbook to the Bank to update the interest and unposted items onto the passbook. When the number of the unposted items reaches a certain volume as determined by the Bank from time to time, all the unposted items will be consolidated as one entry and the individual items will not be updated on the passbook. A copy of consolidation statement listing each individual item within a certain period can be produced and provided to the customer upon request in writing and may be subject to the Bank's handling charge.
15. **Any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed and/or chopped as authorised by the customer shall have the same effect as if made to the customer personally and will absolve the Bank from all liabilities to the customer or to any other party.**
16. **In the case that the corporate or entity customer need to close the account(s), or shall close the account(s) pursuant to the Applicable Laws and/or the provisions hereof (including but without limitation to the following scenarios), the customer shall render the application to the Bank for closing the account(s) and complete the related formalities:-**
 - (i) the customer is canceled, dissolved, declared bankruptcy or shut down;
 - (ii) the customer is deregistered, or its business license is revoked; or
 - (iii) the customer need to change the account opening bank due to its relocation.**Should the customer fails to close the account(s) as required by the Applicable Laws, the Bank is entitled to suspend the operation of the account(s) and notify the customer to close the account within 30 days. Meanwhile, the Bank reserves the right to close the account pursuant to the Applicable Laws.**

Furthermore, with respect to any customer, the Bank shall be entitled to close an account if it considers that the account has not been satisfactorily operated or maintained and will give prior notice to the customer where required by any law, rules, regulations or codes of conduct or practice.
17. Any unclaimed balance on a closed account may be transferred to the Bank's unclaimed balance account (unless otherwise provided by the Applicable Laws, no interest shall be accrued on such unclaimed balance since the closure of the account).
18. **The Bank may specify from time to time any additional means or medium (including the telephone, the internet or other electronic means or medium) through which instructions may be delivered or transmitted to the Bank subject to such terms and conditions (including any risk disclosure statements) as the Bank may reasonably prescribe. All such instructions given, as understood and acted on by the Bank, shall be irrevocable and binding on the customer whether given by the customer or by any other person purporting to be the customer. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or its authenticity.** Where the account is in the name of more than one person, the Bank is authorised to act on the instructions of any of them delivered or transmitted to the Bank through any means or medium specified by the Bank from time to time. Such instructions and any terms and conditions reasonably prescribed by the Bank with respect to the relevant means or medium of delivery or transmission shall be binding on all the account holders in all respects notwithstanding that any of the account holders does not use such means or medium.

19. **The Bank may (but shall not be obliged to), and the customer expressly authorises the Bank to, record by tape or other means all instructions and requests given by the customer verbally to the Bank and all other verbal communications between the customer and the Bank in connection with any account and/or any services made available by the Bank from time to time including, without limitation, those given or communicated by telephone (collectively, “Verbal Communications”).** The customer expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be conclusive evidence between the Bank and the customer as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute. The Bank reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, the Bank reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Bank may consider appropriate.
20. The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept the customer’s instructions in so far as it is (in the Bank’s opinion) practicable and reasonable to do so. For the avoidance of doubt, the Bank is authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks and enter into agreements with such organizations..
21. Account statements shall be supplied to customers at such intervals as the Bank may decide or as may be agreed with the customer but no statement shall be supplied if there are no entries covering the period which is the subject of the statement or if a passbook or other record of transaction is provided.
22. **An account statement including the consolidation statement issued under Rule 14 shall be accepted by the customer as correct except to the extent that the customer notifies the Bank, in writing, of any alleged error or omission within 90 days of delivery of such statement or the Bank notifies the customer of an error. The Bank’s records shall, in all other respects, be conclusive evidence.**
23. The customer shall not create any encumbrance over a credit balance in any account unless with the prior written consent of the Bank.
24. **The Bank may, at any time and without notice, apply any credit balance in any currency on a customer’s account, whether in the name of the customer or in the names of the customer and any other person(s), in or towards satisfaction of any indebtedness owed by the customer to the Bank in whatever capacity and whether actual or contingent or whether owed solely by the customer or owed by the customer and any other person(s). The Bank may exercise the aforementioned right to any time deposit that has yet come to maturity, and apply current account interest (instead of time deposit interest) to the time deposit prematurely withdrawn due to the Bank’s exercise of the right, while the loss of interest incurred thereof shall be borne by the customer. In the case of a joint account, the Bank may exercise the rights in this Clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.**
25. The Bank may appoint any other person as its agent to collect any or all indebtedness owed by the customer to the Bank and the customer shall be responsible for all costs and expenses which may be incurred by the Bank for that purpose on each occasion.
26. The Bank shall not be liable for any delay or failure in providing any of the Bank’s equipment or other facilities or services to the customer to the extent that it is attributable to any cause beyond the Bank’s control or avoidance, including any equipment malfunction, or failure and under no circumstances shall the Bank be responsible to the customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.
27. **The customer shall indemnify the Bank and keep the Bank indemnified and hold the Bank harmless against any and all claims, liabilities, losses, damages, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise, including but not limited to legal expenses on a full indemnity basis) whatsoever, whether in contract, tort or otherwise, which the Bank may suffer or incur by reason of, arising out of or in connection with the Bank’s provision of any service to the customer, or transacting with the customer, or executing instructions from the customer, or maintaining any account(s) for the customer, or performing its obligations hereunder, or a breach of any of these Rules or any Applicable Laws by the customer, unless the claim, liability, loss, damage or expense is caused by the willful misconduct or gross negligence on the Bank side (including the Bank’s staffs or employees).**
28. **The Bank may revise these Rules and/or introduce additional Rules at any time and from time to time. These Rules, any revision and/or addition to these Rules, any items prescribed under these Rules and any other information shall become effective when displayed, advertised or brought to the attention of the customer by any other means the Bank thinks fit. If the customer does not close the account or cancel the services prior to the expiry of the notice period, the customer shall be deemed have agreed to such revision and/or addition to these Rules.**
29. All communications sent by facsimile to the last facsimile number of the customer registered with the Bank will be deemed to have been delivered to the customer when dispatched and all communications sent by post to the last address of the customer registered by the Bank will be deemed to have been delivered to the customer 48 hours after posting if the address is in a location where the account of the customer is maintained and 7 days after posting if the address is outside such a location. Items sent to the customer or delivered to an authorised representative are supplied at the customer’s risk.

30. COLLECTION AND USE OF CUSTOMER INFORMATION

30.1 DEFINITIONS

Capitalised terms used in this clause 30 shall have the following meanings, unless the context otherwise requires:

“Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents, with jurisdiction over any part of the HSBC Group.

“Compliance Obligations” means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, and (b) any demand and/or requests from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the Bank to verify the identity of its customers.

“Connected Person” means a person or entity (other than the customer) whose information (including Personal Data or Tax Information) the customer provides, or is provided on the customer’s behalf, to any member of the HSBC Group in connection with the provision of the Services. Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the customer, or the customer’s principal where the customer is acting on another’s behalf, or any other persons or entities with whom the customer has a relationship that is relevant to the customer’s banking or other service relationship with the HSBC Group.

“Controlling Persons” means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and for entities other than a trust, such term means persons in equivalent or similar positions of control).

“Customer Information” means Personal Data, Tax Information, and/or confidential information of either the customer or a Connected Person.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or acts or attempts to circumvent or violate any Laws relating to these matters.

“HSBC Group” means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “member of the HSBC Group” has the same meaning.

“Laws” means any applicable local, regional or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

“Personal Data” means any information relating to an individual (and corporate entities, in those countries or regions where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), gender, identity information, residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status, occupation information, income and asset information, account information, credit information, transaction information, and information derived from processing and/or analysing of personal information.

“Services” includes, without limitation, (a) the opening, maintaining and closing of bank accounts, (b) provision of credit facilities and other banking products and services, processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of the Bank’s overall relationship with the customer, including promoting financial services or related products to the customer, market research, insurance, audit and administrative purposes.

“Substantial Owners” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“Tax Authorities” means local, regional or or foreign tax, revenue or monetary authorities .

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the customer or that of a Connected Person.

“Tax Information” means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of the customer or any owner, “controlling person”, “substantial owner” or beneficial owner of the customer, that the Bank considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. “Tax Information” includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

30.2 COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

This clause 30.2 explains how the Bank will use information about the customer and Connected Persons. By using the Services, the customer agrees that the Bank and members of the HSBC Group shall use Customer Information in accordance with this clause 30.2.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- the Bank is legally required to disclose;
 - the Bank has a public duty to disclose;
 - the disclosure is made with the customer consent; or
 - it is disclosed as set out in this clause 30.2.
- a. The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested from the customer (or a person acting on the customer’s behalf), or may also be collected by or on behalf of the Bank, or members of the HSBC Group, from other sources (including from publicly available information), generated or combined with other information available to the Bank or any member of the HSBC Group.
- b. The Bank and/or members of the HSBC Group may process, transfer and disclose Customer Information in connection with the following purposes (the “Purposes”):

1. for the provision of Services and to approve, manage, administer or effect any transactions that the customer requests or authorises;
 2. meeting Compliance Obligations;
 3. conducting Financial Crime Risk Management Activity;
 4. collecting any amounts due from the customer;
 5. conducting credit checks and obtaining or providing credit references;
 6. enforcing or defending the Bank's rights, or those of a member of the HSBC Group;
 7. for the Bank's internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
 8. maintaining any HSBC Group member's overall relationship with the customer (including marketing or promoting financial services or related products to the customer and market research);
 9. and/or obtaining or utilizing administrative, telecommunications, computer, payment, data storage, processing, outsourcing and/or other services.
- c. By using the Services, the customer agrees that the Bank may, to the extent not prohibited by the laws of the People's Republic of China, (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information, including to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
1. any member of the HSBC Group;
 2. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
 3. any Authorities;
 4. anyone acting on behalf of the customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks (eg: for CHAPS, BACS, SWIFT), clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank for the customer);
 5. any party acquiring an interest in or assuming risk in or in connection with the Services;
 6. other financial institutions, credit reference agencies or credit bureaus (including without limitation the People's Bank of China's credit information database), for obtaining or providing credit references;
 7. any third party fund manager providing the customer with asset management services;
 8. any introducing broker to whom the Bank provides introductions or referrals;
 9. in connection with any business transfer, disposal, merger or acquisition of the Bank, wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.
- d. The customer agrees to supply Customer Information, and to inform the Bank promptly in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request from the Bank, or a member of the HSBC Group
- e. The customer confirms that every Connected Person whose information (including Personal Data or Tax Information) the customer (or anyone on the customer's behalf) has provided, or will from time to time provide to the Bank or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. The customer shall, at the same time, advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.
- f. The customer acknowledges that where:
1. the customer fails to provide Customer Information that the Bank reasonably requests, or
 2. the customer withholds or withdraws any consents which the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with promoting products and services to you), or
 3. the Bank, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or the customer presents a potential Financial Crime risk to a member of the HSBC Group,
- the Bank may:
- a) be unable to provide new, or continue to provide all or part of the, Services to the customer and reserves the right to terminate its business relationship with the customer,
 - b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
 - c) block, transfer or close the customer account(s).
- In addition, the customer's failure to supply its, or Connected Person's, Tax Information and accompanying statements, waivers and consents, or other relevant circumstances relating to the customer or Connected Persons, may result in the Bank making its own decision with respect to the customer's status, or that of Connected Persons, including whether to report such customer to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority or to take any of the other measures set out in (a) through (c) above.

30.3 DATA PROTECTION

Whether it is processed in a home jurisdiction or overseas, in accordance with applicable data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

30.4 FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- a. The Bank, and members of the HSBC Group, are required, and may take any action they consider appropriate, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime (“Financial Crime Risk Management Activity”).
Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the customer, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the customer’s identity and status.
- b. Exceptionally, the Bank’s Financial Crime Risk Management Activity may lead to the Bank’s delaying, blocking or refusing the making or clearing of any payment, the processing of the customer’s instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any other member of HSBC Group shall be liable to the customer or any third party in respect of any loss whether incurred by the customer or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

30.5 TAX COMPLIANCE

The customer acknowledges that it is solely responsible for understanding and complying with its tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries or regions may have tax legislation with extra-territorial effect regardless of the customer’s or a Connected Person’s place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The customer is advised to seek independent legal and/or tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the customer’s tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group.

30.6 MISCELLANEOUS

- a. In the event of any conflict or inconsistency between any provision of this clause 30 and those in any other service, product, business relationship, account or agreement between the customer and the Bank, the provision of this clause 30 shall prevail. Any consents, authorisations, the Bank requested waivers and permissions that already exist from the customer in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- b. If all or any part of the provisions of this clause 30 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this clause 30 in that jurisdiction.

30.7 SURVIVAL UPON TERMINATION

This clause 30 shall survive the termination of these Account Rules, any termination by the Bank or a member of the HSBC Group of the provision of any Services to the customer or the closure of any account.

31. For corporate or entity customer, the Bank will perform the account reconciliation with the customer (unless otherwise provided by the Applicable Laws, the reconciliation frequency is no less than once a quarter), and the customer shall fully cooperate. If the customer fails to feedback within the given time limit or the reconciliation result turns out to be inconsistent, the Bank will work with the customer to find out reasons, and the Bank is entitled to take appropriate Control Actions against the account(s) pursuant to the Applicable Laws.
32. According to the Applicable Laws, the corporate or entity customer can only open one basic saving account, and may proceed to payment and/or receipt of funds through the settlement account since the date that the account is opened. Should the Applicable Laws change henceforth, the Bank shall implement the requirements prescribed therein.
33. Any specific terms agreed between the Bank and the customer in respect of any transaction shall prevail if they are inconsistent with these Rules.
34. The customer represents that the balance in any of his/her account(s) with the Bank is not public monies (only applicable to personal customer). The customer fully understands and acknowledges the relevant legal responsibilities and disciplinary measures for renting, lending, selling and purchasing accounts, and undertakes to open and use the account(s) in accordance with laws and regulations. If the customer rents, lends, sells or purchases account(s), the Bank will suspend non-counter services of the account(s), and even terminate all customer services. The customer might be punished by the regulators and take related legal responsibilities if there is any breach of regulations or laws.
35. If the Customer or a shareholder (whether direct or indirect) of the Customer is a company incorporated in a country or region that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder’s shares to bearer form without the prior written consent of the Bank.

36. The business hour of the Bank may be adjusted by the Bank at the request of its business need. The Bank will notify the customer in written form by way of posting in the business hall of the Bank.
37. Any provision of these Terms and Conditions is severable and distinct from the other clauses. If at any time any of the provisions of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining terms and conditions shall not be affected.
38. Any delay, negligence or waiver to perform any provisions of these Terms and Conditions will not affect the enforceability of such provisions.
39. These Rules, the account relationship between the Bank and the customer and the Bank's obligations to pay any amount standing to the credit of an account shall be governed and interpreted by the law of the People's Republic of China. The Bank shall not be responsible for, or liable for any losses taxes, costs and expenses as a result of complying with, any laws, regulations, governmental measures or restrictions which may be applicable in that location to the operation of an account and/or payment thereunder and/or to the Bank's assets relating thereto.
40. Any dispute arising from the performance of these Terms and Conditions or in connection with them may be resolved by negotiation between the customer and the Bank. If it could not be resolved by negotiation, any party may take proceedings in the court of competent jurisdiction in the place where the Bank has its domicile. The customer submits to the non-exclusive jurisdiction of the PRC court. Nothing in this clause shall limit the right of the Bank to take proceedings against the customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. However, any provisions other than those in dispute shall be enforced during the proceedings.

Time And Call Deposits

1. Unless otherwise agreed by the Bank in written form, deposits are non-transferable and non-negotiable.
2. Interest is calculated up to but excluding the maturity date. Unless otherwise agreed by the Bank and the depositor, interest on time deposits is payable on the maturity date and interest on call deposits is payable on the maturity date and/ or on the 20th day of the last month of each quarter in each case in accordance with applicable laws and regulations.
3. Interest on time deposits (if offered by the Bank) is fixed for the entire deposit period. Interest on call deposits (if offered by the Bank) will be simple interest accruing from day to day at the call rate specified by the Bank on a daily basis in accordance with applicable laws and regulations.
4. Where instructions for automatic renewals of a deposit are given, the interest rate applicable to the relevant type of deposit prevailing on the maturity date will be the rate for the renewal. In the absence of renewal instructions, the Bank may pay interest on the deposit after maturity at such rate as it specifies in accordance with applicable laws and regulations.
5. At the request of the depositor, the Bank may allow a premature withdrawal of a deposit on such terms as the Bank may prescribe.
6. If a deposit matures on a day on which banks in either the country, territory or region of the relevant currency or in the country, territory or region where the account is maintained are not open to the general public for business, the deposit shall be payable on the next succeeding day on which all such banks are so open.

Renminbi Statement Settlement Account / Foreign Currency Statement Savings Account (Exchange Account) / Renminbi Interest-bearing Cheque Account (including RMB Bank Settlement Account for offshore company)

1. The customer shall strictly obey the “Law of the People’s Republic of China on Negotiable Instruments” for cheque issuance. The customer shall not issue any cheque with insufficient fund and/or where the signature(s) / chop(s) thereon do not conform with the Bank’s records.
2. Any customer who issues a cheque with insufficient fund and/or where the signature(s) / chop(s) thereon do not conform with the Bank’s records, but not with the purpose to defraud others’ property, shall be subject to a fine as may be imposed by the People’s Bank of China from time to time.
3. The Bank shall be entitled to return cheques issued with insufficient fund and/or where the signature / chop thereon do not conform with the Bank’s records; The Bank shall be entitled to stop selling cheques, terminate cheque services and/or terminate all settlement services provided to any customer who has issued cheques with insufficient fund and/or where the signature / chop thereon do not conform with the Bank’s records for more than such number of times as may be prescribed by the Bank from time to time in accordance with the Applicable Regulations within one year.
4. The following provisions shall be applicable to the Renminbi Type II/Type III Statement Settlement Account only:
 - a) A virtual card number will be automatically linked to your Renminbi Type II/Type III Statement Settlement Account, no physical debit card service.
 - b) No foreign currency service/foreign currency exchange service/overseas remittance service for Renminbi Type II Statement Settlement Account.
 - c) No foreign currency service/foreign currency exchange service/overseas remittance service/cash service/investment product service for Renminbi Type III Statement Settlement Account.
5. The following provisions shall be applicable to the RMB bank settlement account (“RMB Account”) opened by an offshore customer only:
 - i) The offshore customer shall comply with the requirements set by the Bank and related PRC laws and regulations for RMB Account opening, which include but not limited to Administrative Rules for RMB Bank Settlement Accounts, Implementing Rules on Administrative Rules for RMB Bank Settlement Accounts, Implementing Rules on Administrative Rules for Cross-Border RMB Trade Settlement Pilot Program.
 - ii) If an offshore customer intends to open, change or close a RMB Account, it shall apply with the Bank and the Bank will accept the application in accordance with related rules and get appropriate regulatory approvals. **The RMB Account is not allowed to be used for cash business.**

- iii) Under any of the following circumstances, the Bank is entitled to close the RMB Account by notice: the valid period specified in the approval letter expires; the offshore customer is prohibited by any governmental authority to conduct business activities in mainland China; the offshore customer is no more legally existing under the laws of its jurisdiction; any other circumstances that may lead to in the closure of the RMB Account.
- iv) The Bank is entitled to amend the terms and conditions applicable to RMB Accounts from time to time based on its needs or regulatory requirements, and the amendment shall be binding on the customer pursuant to the Rule 28 of the Account Rules.

The Chinese version and the English version of these Terms and Conditions shall be executed concurrently. If there is any discrepancy between the two versions, the Chinese version shall prevail.