

# The Hongkong and Shanghai Banking Corporation Limited

## HONG KONG DOLLAR STATEMENT SAVINGS ACCOUNT RULES

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

#### 1. Opening a Statement Savings Account

- (a) By opening a Statement Savings Account with us, you will be considered to have read and accepted the General Terms and Conditions and these Account Rules and will be bound by them. These Account Rules prevail to the extent of any inconsistency between the General Terms and Conditions and these Account Rules. The terms used in these Account Rules are defined at the end.
- (b) If you wish to open a Statement Savings Account, you have to supply such information and documents, and complete such forms and procedures as we may specify from time to time. We have the right to set or vary without prior notice from time to time any minimum amount of deposit required to open and maintain a Statement Savings Account.

#### 2. Fees, charges and interest

- (a) We have a right to charge fees and charges for maintaining a Statement Savings Account or for providing Statement Savings Account services. These fees and charges may include the following (or any of them):
  - (i) fees for closing a Statement Savings Account within such period after the account opening date as specified by us from time to time;
  - (ii) fees and charges on the credit balance in a Statement Savings Account from time to time; and
  - (iii) fees on the credit balance falling below the minimum amount set by us from time to time.
- (b) 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.
- (c) 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.

#### 3. Statement savings interest

- (a) Interest on a Statement Savings Account accrues:
  - (i) on a daily basis;
  - (ii) on the credit balance in the Statement Savings Account; 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. Interest at a rate above zero is payable by us to you and will become a credit entry to the Statement Savings Account at the end of each calendar month (or at such other interval as we may set from time to time).
- (b) We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for interest to accrue. No such interest will accrue if the credit balance in the Statement Savings Account falls below the minimum amount set by us.
- (c) Where a Statement Savings Account is closed during an interest period whether by you or by us for any reason, interest accrues only up to the last calendar day before the day of closure.

#### 4. Account statement

- (a) Where the applicable regulatory requirements do not require us to provide statements for the Statement Savings Account, we may provide account statement at our discretion if we consider appropriate whether or not you have opted not to receive account statement. Subject to the above, we will provide you with an account statement monthly or at such intervals as we may determine, unless your Statement Savings Account has zero balance or you request otherwise.
- (b) You should examine and check the accuracy of each account statement or relevant report provided by us. You should see if there is any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each account statement or relevant report, whether caused by forged signature or other forgery, fraud, lack of authority, negligence of any person or other reasons.
- (c) You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an account statement or relevant report within ninety (90) days after we deliver it by the means set out in Clause 7(a) of Part A. If we do not receive any such notice from you within the specified period, (i) the account statement or relevant report will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that account statement or relevant report.

#### 5. Operating a Statement Savings Account

- (a) You may make withdrawals from your Statement Savings Account by using an ATM or at our counter. Withdrawals at our counter may be made during business hours of our branch. Before a withdrawal, you have to produce satisfactory evidence of your identity. You also have to produce satisfactory evidence of your authority, if requested by us. We do not allow withdrawal from a Statement Savings Account by cheque.
- (b) We may offer, vary, suspend or withdraw any services (including not accepting a deposit) relating to a Statement Savings Account at any time. These services may include ATM card and related services. 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 (such as ATM Card Terms and Conditions).
- (c) Payment by us to a person has the same effect as if payment to you personally if that person produces:
  - (i) satisfactory evidence of his identity; and
  - (ii) if requested by us, a withdrawal form appears to be signed, sealed or chopped by you (as applicable) or according to your authorisation.By making payment to that person, we discharge all our liabilities to you or any other person with respect to the amount paid.
- (d) We do not offer overdraft facilities on a Statement Savings Account.

- (e) You may deposit any Item to your Statement Savings Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.
- (f) We have the right to require you to provide details of an Item when depositing it. 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 Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. 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 Statement Savings Account accordingly.
- (g) An inward remittance or Item may be in Hong Kong dollar or any other currency and may include a payment pursuant to the standing instruction of another person. We accept each inward remittance or Item for deposit into a Statement Savings Account subject to final payment or clearing. We may not make the proceeds available for use until full and final payment has been cleared. If full and final payment of an inward remittance or Item is not actually received by us for any reason (including insufficient funds for effecting payment), we have the right to debit the Statement Savings Account with the appropriate amount plus any charges.
- (h) You must notify us immediately in writing if you lose any identity document, seal or chop used for operating a Statement Savings Account. We are not liable to you for effecting any payment or transaction before we actually receive such written notice.
- (i) If we accept a cheque in a currency other than Hong Kong dollar for deposit into the Statement Savings Account and that cheque is dishonoured, we will debit the Statement Savings Account with the amount of the cheque calculated using our prevailing selling rate or the original buying rate (whichever is higher).

#### 6. Our rights relating to a Statement Savings Account

- (a) You agree that the amount we owe you does not exceed the net amount of any credit balance held by us after deducting or providing for all the liabilities that you owe us in connection with any account or in any other respect. These liabilities (i) may be actual or contingent, present, future or deferred, primary or collateral, (ii) may be owing by you solely or jointly with any other person, and (iii) may include fees, expenses or interest.
- (b) Without limiting or reducing the effect of paragraph (a) and in addition to and without limiting or reducing any of our rights in law or under any agreement, we are entitled without prior notice to you to do the following (or any of them):
  - (i) withhold, combine and consolidate the balance on your accounts maintained with us and set off or transfer any moneys (in the form of credit balance or credit facility) standing to the credit of any account in or towards settlement of any amount owing by you to us; and
  - (ii) refuse to repay you any moneys in any currency standing to the credit of your accounts maintained with us when due or on demand by you if and to the extent that such moneys are equal to or less than the amount owing by you to us. If we exercise this right with respect to any moneys, such moneys will remain outstanding from us on substantially the terms and conditions in force immediately before we exercise this right or on such other terms as we may consider appropriate.

Where you are an individual, our rights in this paragraph will not be limited or reduced by your death or legal incapacity.

- (c) Unless we have received specific contrary instructions from you, we have the right to close a Statement Savings 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.

#### 7. General

- (a) You must notify us in writing of any change of address or other contact details recorded with us. Any communication from us to you will be considered as having been delivered to you after we have delivered it to the address or according to the contact details last notified to us.
- (b) 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 Account Rules.
- (c) These Account Rules are governed by and will be construed according to Hong Kong laws. You agree to be bound by any conditions, limits, guidelines or directions brought to your attention from time to time by way of display at our premises or in any manner we consider appropriate.
- (d) The English version of these Account Rules prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Account Rules is for reference only.
- (e) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (f) These Account Rules 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) We have the right to impose negative interest on credit balances on the Statement Savings Account. Where such interest becomes payable by you to us, we are entitled to debit any of the accounts maintained by you with us for the purpose of settling such 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 Statement Savings Account accrues:
  - (i) on a daily basis;
  - (ii) on the credit balance in the Statement Savings Account; 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. Negative interest (if any) is payable by you to us and will become a debit entry to the Statement Savings Account at the end of each calendar month (or at such other interval as we may set from time to time).
- (c) Where a Statement Savings Account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.
- (d) We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the Statement Savings Account falls below the minimum amount set by us.

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

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

- (a) We have the right to impose negative interest on credit balances on the Statement Savings Account. Where such interest becomes payable by you to us, we are entitled to debit any of the accounts maintained by you with us for the purpose of settling such 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 Statement Savings Account accrues:
- (i) on a daily basis;
  - (ii) on the credit balance in the Statement Savings Account; 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. Negative interest (if any) is payable by you to us and will become a debit entry to the Statement Savings Account at the end of each calendar month (or at such other interval as we may set from time to time).
- (c) Where a Statement Savings Account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.
- (d) We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the Statement Savings Account falls below the minimum amount set by us.

### **Definitions**

**Account Rules** means these account rules governing the statement savings account services offered to you, as may be amended from time to time.

**ATM** means an automated teller machine.

**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.

**Item** means any cheque or other monetary instrument which we may accept for deposit.

**Statement Savings Account** means the Hong Kong dollar statement savings account maintained by you with us.

**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 statement savings account is maintained and, where the context permits, includes any individual authorised by you to give instructions relating to the account.

# 香港上海滙豐銀行有限公司

## 港幣結單儲蓄戶口規則

### 甲部分 (適用於個人戶口及商業戶口)

#### 1. 開立結單儲蓄戶口

- (a) 閣下於本行開立結單儲蓄戶口，即被視為已閱讀並接受一般條款及細則及本規則並受其約束。如本規則及一般條款及細則有任何不一致，概以本規則為準。在本規則中使用的詞語的定義載於本規則的末端。
- (b) 如閣下欲開立結單儲蓄戶口，閣下須提供本行可不時指定的資料及文件，並填妥及完成本行可不時指定的表格及程序。本行有權不時設定或更改開立及維持結單儲蓄戶口所需的任何最低存款金額，而無須事先通知。

#### 2. 費用、收費及利息

- (a) 本行有權就維持結單儲蓄戶口或提供結單儲蓄戶口服務收取費用及收費。此等費用及收費可包括下列各項（或任何一項）：
  - (i) 在開立結單儲蓄戶口後，如在本行不時指定的期間內結束戶口而徵收的費用；
  - (ii) 就結單儲蓄戶口內的結餘不時徵收的費用及收費；及
  - (iii) 就結單儲蓄戶口內的結餘低於本行不時指定的最低金額徵收的費用。
- (b) 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。
- (c) 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。

#### 3. 結單儲蓄利息

- (a) 結單儲蓄戶口利息如下累算：
  - (i) 以每日為基準；
  - (ii) 以結單儲蓄戶口內的結餘；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布不時適用的利率。如利率高於零，利息會由本行向閣下支付並會每個月結束後（或按本行可不時設定的其他時段）成為結單儲蓄戶口入賬的記項。
- (b) 本行有權不時設定或更改任何可累算利息的最低結餘金額，而無須事先通知。如結單儲蓄戶口內的結餘低於本行設定的最低結餘金額，結單儲蓄戶口將不會累算該利息。
- (c) 如在計息期內本行或閣下因任何原因結束結單儲蓄戶口，利息會累算至在結束戶口當天前的最後一個曆日。

#### 4. 戶口結單

- (a) 如相關監管並無要求本行就結單儲蓄戶口提供結單，本行可酌情在本行認為適當的情況下提供戶口結單，不論閣下是否已選擇不接收戶口結單。在受限於上述的前提下，除非結單儲蓄戶口結餘為零或閣下另有要求，否則本行會每月或按本行決定的時段向閣下提供戶口結單。
- (b) 閣下應檢查及核對每份由本行提供的戶口結單或有關報告是否準確。閣下應查閱每份戶口結單或有關報告內的記項或交易有否出現因任何人士冒簽或其他偽造、欺詐、未經授權、疏忽或其他原因所引致的任何錯誤、遺漏、差異、未經授權的支賬或不當情況。
- (c) 如戶口結單或有關報告中顯示任何指稱的錯誤、遺漏、差異、未經授權支賬或不當情況，閣下應在本行以甲部分第 7(a) 條所載的方法遞送戶口結單或有關報告後九十 (90) 日內通知本行。如本行未有在指定期間內收到閣下任何該等通知，(i) 戶口結單或有關報告即被視為正確、最終並對閣下具有約束力，及 (ii) 閣下亦會被視為已放棄就該戶口結單或有關報告向本行提出任何反對或採取任何補救方法的任何權利。

#### 5. 結單儲蓄戶口的操作

- (a) 閣下可以自動櫃員機或在櫃位要求從閣下的結單儲蓄戶口提款。櫃位提款可於本行分行的營業時間內進行。提款前，閣下須出示足以證明閣下身份的文件。如本行要求，閣下亦須出示適當的獲授權的證明。本行不容許以支票從結單儲蓄戶口提款。
- (b) 本行有權隨時提供、更改、暫停或撤銷有關結單儲蓄戶口的任何服務（包括不接受存款）。此等服務可包括自動櫃員機卡及相關服務。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（如自動櫃員機卡條款及細則）。
- (c) 如本行向下列人士付款，等同已直接向閣下付款：
  - (i) 出示適當的身份證明的人士；及
  - (ii) （如本行要求）出示提款單的人士，而該提款單表面看來是由閣下簽署或蓋章（按情況適用）或按閣下的授權而發出。  
向該人士付款即解除本行對閣下或任何其他人士就有關金額的所有責任。
- (d) 本行不會為結單儲蓄戶口提供透支貸款。
- (e) 閣下可用本行不時接納的任何方法把任何項目存入閣下的結單儲蓄戶口。在存入項目前，閣下須確保項目所報稱的資料正確無誤。這包括確保項目已適當地註明日期及已簽妥，並且以大寫及數字填寫的金額一致。
- (f) 本行有權要求閣下在存入項目時提供該項目的詳情。閣下須自行負責提供準確及完整的詳情。本行在發出收據及處理項目時，有權依賴閣下提供的詳情。本行在發出有關項目的收據後，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。本行並有權對結單儲蓄戶口作出相應調整。

- (g) 匯入匯款或項目的幣種可以是港幣或任何其他貨幣，亦可包括按其他人士的常行指示的付款。該匯入匯款或項目須待本行就其收妥最後付款或其已經結算後方獲本行接受。本行可在收妥最終付款或結算後才讓閣下使用有關款項。就匯入匯款或項目，如本行因任何原因（包括資金不足以付款）未有實際收到全額及最終付款，本行有權從結單儲蓄戶口支取適當金額及任何費用。
- (h) 如閣下遺失用以操作結單儲蓄戶口的任何身份證明文件、印鑑或印章，閣下必須立即以書面通知本行。就本行在實際收到書面通知前進行的任何付款或交易，本行無須負責。
- (i) 如本行接受非港幣支票存入結單儲蓄戶口而該支票不獲兌現，本行會按本行當時的賣出匯率或原本的買入匯率（以兩者中的較高者）計算支票金額，再從結單儲蓄戶口支取。

## 6. 本行有關結單儲蓄戶口的權利

- (a) 閣下同意本行對閣下所欠金額不超過本行經扣除或提撥閣下就任何戶口或在任何方面對本行所負的所有債務的總額後，本行持有的任何結餘的淨額。該等債務可能 (i) 為實際或待確定、現有、將有或遞延、基本性或擔保性的欠債，(ii) 由閣下獨自或與任何其他人士共同欠下，及 (iii) 包括費用、開支或利息。
- (b) 在不限制或削弱 (a) 段的效力，以及在不限制或削弱法律或任何合約下授予本行的任何權利的情况下，本行有權無須事先通知閣下而採取下列行動（或任何一項）：
  - (i) 扣起、組合及合併閣下於本行維持的戶口的結餘，並把存於任何戶口的款項（以存款或信貸便利的形式）作抵銷或轉賬，以結清閣下欠本行的任何金額；及
  - (ii) 如閣下在本行維持的戶口的結餘（不論任何貨幣）等於或少於閣下欠本行的金額，當該等結餘到期或被閣下要求償還時拒予償還。如本行就任何款項行使此權利，該等款項將大體按緊接本行行使此權利前有效的條款及細則或本行認為適當的其他條款而列為本行所欠金額。

如閣下是個人，本行在本段下的權利不會因閣下逝世或在法律上無行為能力而受限制或被削弱。
- (c) 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結單儲蓄戶口 (i) 結餘為零或 (ii) 無進支紀錄，本行有權結束結單儲蓄戶口。

## 7. 一般事項

- (a) 如閣下更改地址或在本行紀錄中的其他聯絡資料，閣下須以書面通知本行。在本行向按閣下最後通知本行的地址或聯絡資料向閣下派遞任何通訊之後，閣下即被視為已收到該通訊。
- (b) 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》強制執行本規則的任何條文，或享有本規則的任何條文下的利益。
- (c) 本規則受香港法律管轄並按其詮釋。本行會在本行的範圍內展示或以本行認為適當的方式通知閣下任何條件、限制、指引或指示，閣下同意受其約束。
- (d) 本規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。本規則的任何中文版本僅供參考。
- (e) 閣下服從香港法院的非專有管轄權。
- (f) 本規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) 本行有權就結單儲蓄戶口內的結餘徵收負利息。如該利息應由閣下向本行繳付，本行有權從閣下於本行維持的任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。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) 結單儲蓄戶口負利息（如有）如下述累算：
  - (i) 以每日為基準；
  - (ii) 以結單儲蓄戶口內的結餘；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布不時適用的利率。負利息（如有）應由閣下向本行支付並會每個月結束後（或按本行可不時設定的其他時段）成為結單儲蓄戶口支賬的記項。
- (c) 如在計息期內本行或閣下因任何原因結束結單儲蓄戶口，負利息（如有）會累算至在結束戶口當天的最後一個曆日。
- (d) 本行有權不時設定或更改任何可累算負利息的最低結餘金額，而無須事先通知。如結單儲蓄戶口內的結餘低於本行設定的最低結餘金額，結單儲蓄戶口將不會累算該利息。

## 乙（二）部分（只適用於商業戶口）

### 1. 本行徵收負利息的權利

- (a) 本行有權就結單儲蓄戶口內的結餘徵收負利息。如該利息應由閣下向本行繳付，本行有權從閣下於本行維持的任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。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) 結單儲蓄戶口負利息（如有）如下述累算：
  - (i) 以每日為基準；
  - (ii) 以結單儲蓄戶口內的結餘；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布不時適用的利率。負利息（如有）應由閣下向本行支付並會每個月結束後（或按本行可不時設定的其他時段）成為結單儲蓄戶口支賬的記項。

- (c) 如在計息期內本行或閣下因任何原因結束結單儲蓄戶口，負利息（如有）會累算至在結束戶口當天的最後一個曆日。
- (d) 本行有權不時設定或更改任何可累算負利息的最低結餘金額，而無須事先通知。如結單儲蓄戶口內的結餘低於本行設定的最低結餘金額，結單儲蓄戶口將不會累算該利息。

## **定義**

**規則**指規管向閣下提供的結單儲蓄戶口服務的本規則，可被不時修改。

**自動櫃員機**指自動櫃員機。

**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。

**項目**指本行可接受存入本行的任何支票或其他金融票據。

**結單儲蓄戶口**指閣下在本行維持的港幣結單儲蓄戶口。

**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**指以其名義開立結單儲蓄戶口的各位人士，及如文義允許，包括獲閣下授權發出有關戶口的指示的任何個人。