

- 除文意另有所指外，「貸款」一詞指創興銀行有限公司（「本行」）依據本條款及規章貸予借款人之私人貸款本金或其未償還予本行之部份。「借款人」一詞指成功獲本行批准並同意借予貸款之申請人（包括其承繼人、遺產代理人及管理人）。如貸款由超過一人作出申請，「借款人」將解釋作任何一人或所有之申請人，上述所有人士就有關貸款或根據本條款及規章須承擔之責任，將屬個別及共同性質。在不影響本條款及規章之其他條款下，申請人／借款人需繳付所有於申請表、宣傳及市場推廣之印刷品、通知書或其他往來文件中所載有之私人貸款之收費、費用及款項，此等亦被視為本條款及規章之一部份；若當中有任何條文抵觸或不符者，將以本條款及規章為準。本行有絕對權力不時以書面通知借款人後修改有關之收費、費用及款項。
- 本行有權拒絕接納任何申請（或任何部份）而不向申請人作任何解釋，亦毋須為申請人因本行拒絕接納任何申請而蒙受的任何損失或損害負上任何責任。成功獲批准之申請人將於貸款發放後獲專函載有關貸款的條款及細則（「放款通知書」）。所有已呈交之文件（連同申請表格）將不獲發還。
- 本行與借款人之間的關係為合約關係；本行為債權人，借款人為債務人。本行有凌駕其他任何條款及規章之權力隨時要求借款人全數清還有關之貸款、應付利息及其他款項。
- 本行將於申請批准後按本行應借人要求所批准或同意的時間及方式向借人放出貸款。借人須向本行或其他實體、金融機構支付任何就貸款存入非本行戶口而引起之費用。
- 借人需於放款通知書上所示的日期（「指定日期」）及月份，及隨後每個曆月的指定日期（若任何一個曆月並無對應指定日期的日期，則為該月的最後一日）向本行繳付到期的每月分期供款額、應計利息及任何有關的費用／收費（統稱「每月還款」）。若支付任何款項的日子為非銀行工作日，則該日子將延於緊接之後的一個銀行工作日；但若該緊接之後的一個銀行工作日歸入下一曆月，在該情況下，款項須於緊接之前的一個銀行工作日支付。「銀行工作日」指本行在香港開放營業的日子（不包括星期六、星期日及任何公眾假期）。應付利息的款額將據此予以調整。借人須按本行不時接納的方式向本行繳付每月還款，並就使用任何付款方式而引起的費用負責。若每月還款的自動轉賬指示尚未生效，借人須按本行不時接納的方式向本行繳付每月還款。若借人選擇以自動轉賬還款或本行並未能通過與借人同意的方式收到全部每月還款，本行有權不時從借人指定的賬戶扣除全部或部份每月還款。每月還款將用於償還貸款和支付利息及費用／收費，並按本行絕對酌權認為合適的方式進行分配。
- 本行保留權力修訂貸款利率、欠款利率、提前還款費、手續費及其他費用／收費，並會於有關修訂生效日的最少三十天前通知借人（但如屬本行可合理控制以外所引致之修訂，則以本行單獨酌情決定之較短通知）。除非借人於該修訂生效日前全數清還貸款及支付應計利息（不論到期與否）及有關費用／收費，否則借人將受該修訂限制。
- 借人如拖欠每月還款、費用／收費或其他本行之款項，本行可隨時通知借人要求其立即清還貸款及支付應計利息（不論到期與否）及其他費用／收費（包括但不限於為執行本條款及規章而產生的合理之法律費用及開支）。
- 若借人未能依期償還每月還款、費用／收費或其他款項，在不影響本行其他權利及補償下，借人須按任何逾期未付之還款額繳納以月息三厘計算（每期欠款或還款之最低逾期徵收息額為港幣五十元）之利息，由到期日起計直至本行收到全數清還為止（包括判決前後）。利息以每年360日（包括閏年）計算（如適用）。此外，如因存款不足或其他原因以致還款轉賬被拒，本行將依據本行之「銀行服務收費表」（可於本行於香港各分行索取）每次徵收有關手續費。
- 借人不少於七天之書面通知本行提前於任何一個每月還款到期日清還全部（而非部份）貸款，在提早償清貸款時，借人須向本行繳付相當於貸款餘額百分之一之提前還款費（最低提前還款費為港幣三百元），若提早償還日為每月還款到期日以外之日，則借人另須額外支付一筆相等於截至下一個月之每月還款到期日為止之利息、所有費用／收費及其他所有應償還之款項。本行收到之償還款項將用於償還貸款本金和支付利息及費用／收費，並按本行絕對酌權認為合適的次序及方式進行分配。

- 若借人向本行申請再次借貸已償還貸款的任何部份，在本行批准後（如適用）該再次借貸款項將會在本行批准申請後即時存入指定戶口。現存的貸款將被視為已償還並與再次借貸款項合併。該合併款項將被視為依據本條款及規章貸予借人的新貸款。借人將會收到放款通知書以確認新貸款的條款。儘管現存的貸款被視為已償還，若新貸款放款日並非落於現存的貸款的指定日期，本行可就現存的貸款在新貸款發放後繼續收取利息，直至緊接新貸款放款日的指定日期為止。除與本第10條有抵觸外，本條款及規章在加上必要的變通後將繼續適用。
- 若借人平時不時提供予本行之資料（例如電話號碼、職業、住宅或公司地址）及文件有任何變更，或借人在放款通知書出具前後，支付每月還款或就履行放款通知書或本條款及規章之責任有任何困難，借人須盡快以書面通知本行。若於發放貸款前，如貸款申請之提供資料有任何重要之負面變更，或貸款申請之資料或文件有任何不正確、不完整或誤導成份，本行保留絕對權力，取消已批准之貸款及要求借人立即清還所有貸款及任何款項。
- 本行有權隨時未經通知借人即動用借人於本行開立之任何戶口內任何幣值之存款，包括但不限於任何聯名戶口及定期存款戶口（本行可為此將該等定期存款的到期日提前）中任何幣值之結存，以作清還借人逾期尚欠本行之任何款項。若結存之幣值與其債項之幣值不同，本行可自行決定以當時之兌換價轉換有關之結存至債項之幣值。
- 本行或本行代表所作之任何行為、遺漏或商議均不會在任何方面妨礙本行按本條款及規章或其他方面行使本行之應有權利、或對該等權利構成放棄、變更或暫延。
- 於提交貸款申請時，貸款申請人及借人將被視為已不可撤銷地授權本行可向任何第三者及信貸資料服務機構透露、提供或取得貸款申請人／借人及貸款之有關資料（包括香港境內及境外），以作資料核對程序（按個人資料（私隱）條例之定義）、信貸查詢、查證、提供信貸資料、編纂信貸記錄（以本行為合理之時期）、追收欠款、調查、避免違法活動、本行私隱政策及／或其他本行認為合理之用途。貸款申請人／借人承認收到及細閱一份本行的《個人資料（私隱）條例》及本行資料政策致客戶及其他人士通知書，並同意遵守該等條款及受其約束。
- 若借人未能依期還款，本行可聘用任何行外代收債款之代理及／或機構或服務提供者（包括香港境內及境外），向借人收取、追收、企圖收取／追收債務及執行本行之權利。借人須悉數彌償本行為執行權利及追討借人償還貸款、應計利息及其他費用／收費而合理產生之所有合理法律費用及其他開支。
- 銀行於貸款申請獲批准後，向借人預先支取手續費，該手續費之數額並將直接作為借人對本行欠款之部份。不論任何情況，該手續費或任何部份均不獲退還。
- 本行有絕對權力經書面通知借人後，隨時修改及補充本條款及規章。
- 本行可毋須借人同意，有絕對酌情轉讓、分派或轉移其與貸款有關之任何或所有權利及責任。本行有權酌情權透露及轉移借人及／或有關貸款之任何資料、消息及文件予任何未來轉讓人、有關參予人及／或正式轉讓人。
- 若基於任何原因，任何此等條款及規章在任何方面屬於或成為不合法、無效、或不能執行，其餘條款及規章之合法性、有效性及可執行性均不受影響。本條款及規章一概不得豁免或限制香港法例所強制禁止豁免或限制之任何責任。
- 借人有責任核實所有有關其貸款之月結單、通知書及報告，若發現出現任何錯誤、謬差、未經授權之支賬項目，借人須於有關月結單、通知書或報告發出日起計之九十天內以書面通知本行。在無明顯的錯誤下，該等月結單、通知書及報告將被借人接納為正確的，及有關其中所陳述之事項對客戶具約束力；除非借人於此指定之九十天限期內就有關之月結單、通知書及報告通知本行有關任何錯誤、謬差及未經授權之支賬；或是由於本行或本行之僱員、代理人或員工之任何欺詐或重大疏忽所致。本行可隨時以書面通知借人修正任何於與借人通訊中的任何錯誤。
- 本行就本條款及規章或其他項下的任何權力的不作為、遺漏或延遲將不構成本行對有關權利的放棄。
- 本條款及規章受香港法律管轄，並按香港法律詮釋。申請人及借人於此不可撤銷地服從香港法院之非專屬司法管轄權。本條款及規章之中文譯本僅供參考，如中英文本有任何抵觸之處，在一切情況下均以英文版本為準。

TERMS & CONDITIONS FOR PERSONAL LOAN

1. Save as otherwise expressly provided to the contrary, the term "Loan" refers to the principal amount of an installment loan or any part thereof granted pursuant to these Terms and Conditions and which remains outstanding or due to Chong Hing Bank Limited (the "Bank") for the time being, and the term "Borrower" refers to the successful applicant(s) to whom the Bank agrees to advance the Loan (including his / their successor(s), personal representative(s) and administrator(s)). Where the application is made in joint names, the "Borrower" shall refer to each and all of the named persons and all agreements of such persons with, and obligations of such persons to, the Bank with respect to the Loan shall be joint and several. Without prejudice to other provisions herein, the fees, charges and payments referred to in the application form, promotional and marketing materials, notification and other correspondences, relating to the Loan shall be payable by the applicant(s) / Borrower(s), and shall be deemed to form part of these Terms and Conditions provided in the event of any conflict or inconsistency among from these Terms and Conditions shall prevail. The Bank is entitled to vary such fees, charges and payments with prior written notice to the Borrower from time to time.
2. The Bank is entitled to reject any application (or any part thereof) at its own discretion without disclosing any reason to the applicant. The Bank shall not be responsible for any loss or damage which the applicant may suffer as a result of the Bank's rejection of any application. Successful applicant will be provided with an advice containing the terms and conditions of the Loan advanced (the "Drawdown Advice") after drawdown. No document (including application form) submitted by the applicant will be returned.
3. The relationship between the Bank and the Borrower is a contractual one under which the Bank is the creditor and the Borrower is the debtor of the Loan. The Bank has an overriding right of full repayment on demand of the Loan, accrued interest and other payments payable from the Borrower notwithstanding any other terms or conditions.
4. Upon approval of the application, the Bank will advance the Loan to the Borrower at such time and by such means as the Bank may have approved or agreed at the request of the Borrower. The Borrower shall be responsible for all fees payable to the Bank and/or any other entities or financial institutions for disbursing the Loan to any account not maintained with the Bank.
5. The Borrower shall pay to the Bank the monthly installment repayment of the Loan, accrued interest, and any applicable charges / fees (collectively the "Monthly Repayment") when due which shall commence from the date ("Specified Date") and month specified in the Drawdown Advice and thereafter on the Specified Date of each subsequent calendar month (but if there is not a day which is numerically corresponding to the Specified Date in a particular calendar month, then the last day of that calendar month). Any payment to be made on a day which is not a Banking Day shall be made on the immediately following Banking Day, unless such immediately following Banking Day falls in the next calendar month, in which case payment shall be made on the immediately preceding Banking Day. "Banking Day" means a day on which the Bank is open for business in Hong Kong (excluding Saturday, Sunday and any public holiday). The amount of interest payable will be adjusted accordingly. The Borrower shall pay to the Bank the Monthly Repayment by such payment method as the Bank may from time to time accept and shall be responsible for all fees associated with the use of any payment method. If the direct debit of the Monthly Repayment has not been set up, the Borrower shall pay the Monthly Repayment by other payment methods as the Bank may from time to time accept. The Bank is entitled to debit from time to time the whole or any part of the Monthly Repayment from the Borrower's nominated account if the Borrower has chosen to repay the Loan by direct debit or in the event the Bank does not receive the whole Monthly Repayment through the payment method agreed with the Borrower. The Monthly Repayment shall be applied towards repayment of the Loan, payment of interest and charges / fees and shall be apportioned in such manner as the Bank's sole discretion.
6. The Bank reserves the right to change the interest rate, default interest rate, prepayment fee, handling fee and other charges / fees from time to time and will notify the Borrower of any such change by not less than 30 days' notice. The Borrower will be bound by such change unless the Loan is fully repaid to the Bank together with payment of all accrued interest and other charges / fees before the effective date of such change.
7. Should the Borrower default in payment of any Monthly Repayment, charges / fees or other amount due to the Bank, the Bank may at any time thereafter by notice to the Borrower demand full repayment of the Loan together with accrued interest (whether due or not) and all other charges / fees (including, without limitation, reasonable legal costs and expenses in enforcing these Terms and Conditions).
8. If any of the Monthly Repayment, charges / fees or other sum due to the Bank remains unpaid after its due date then, without affecting any other rights or remedy of the Bank, a default interest at the rate of 3% per month on the amount overdue (subject to a minimum of HK\$50 for each installment or payment in arrears) shall be payable on demand by the Borrower from the due date to the date of actual receipt of such payment (both before and after judgment) by the Bank. Interest shall be calculated on the basis of 360-day year, including leap year (if applicable). In addition, a handling fee (as specified in the Bank's "Bank Service Charges" pamphlets / lists which are available at all branches in Hong Kong of the Bank upon request) will be levied for each repayment account debit rejection for insufficient fund or any other reason.
9. Early full repayment (but not in part) of the Loan on a Monthly Repayment due date with prior written notice of not less than 7 days to the Bank is permitted subject to payment of a prepayment fee at the rate of 1% of the outstanding principal amount of the Loan (subject to a minimum of HK\$300), together with all accrued interest, outstanding charges / fees and other sums, provided that extra interest calculated up to the next Monthly Repayment due date will be charged if such early repayment does not fall on a Monthly Repayment due date. The repayment amount received by the Bank shall be applied towards repayment of the Loan principal, payment of interest and charges / fees and shall be applied in any order and apportioned in such manner as the Bank's sole discretion.

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10. If the Borrower applies to the Bank to re-borrow any part of the Loan which has been repaid, subject to the Bank's approval (if granted) the whole re-borrowed amount granted will be drawn down immediately upon the application being approved by the Bank and will be credited to the Designated Account. The then existing Loan will be deemed repaid and will consolidate with the re-borrowed amount. The consolidated amount will be deemed a new loan granted pursuant to these Terms and Conditions on the date of drawdown. The Borrower will receive a Drawdown Advice confirming the terms of the new loan. Notwithstanding the deemed repayment of the then existing Loan, if the date of drawdown of the new loan does not fall on the Specified Date applicable to the then existing Loan, the Bank shall be entitled to charge interest on the then existing Loan up to and including the next Specified Date after the date of drawdown of the new loan. These Terms and Conditions shall continue to apply mutatis mutandis and except to the extent of any inconsistency with this clause 10 and subject to such modifications thereto as the Bank may see fit at its sole discretion.
11. The Borrower shall as soon as possible notify the Bank in writing of any change of information (such as telephone number, occupation, home or office address, etc.) and documents provided to the Bank from time to time or any difficulty the Borrower may have in paying any Monthly Repayment or discharging his obligations in accordance with the Drawdown Advice or these Terms and Conditions prior or subsequent to the date of the Drawdown Advice. The Bank reserves the right to cancel its approval of the Loan and demand immediate repayment thereof with interest and other sum due if any material adverse change in such information occurs prior to the Loan drawdown date or if any information or documents provided to the Bank in the Loan application is inaccurate, incomplete or otherwise misleading.
12. The Bank may, at any time without prior notice to the Borrower, apply any credit balance in any currency of any account(s) which the Borrower maintains with the Bank, including without limitation any joint account(s) and any time deposit account(s) (the maturity of which may for this purpose be accelerated by the Bank), for payment of any amounts overdue and payable to the Bank. Credit balance in a currency other than the currency of the liabilities shall be converted to the latter currency at such prevailing exchange rate as the Bank may designate from time to time.
13. No act, omission or negotiation by or on behalf of the Bank shall in any way preclude it from exercising any rights under these Terms and Conditions or otherwise, or constitute a waiver, variation or suspension of these rights.
14. The applicant(s) and the Borrower of the Loan shall, upon submitting his/ their application for the Loan, be deemed to irrevocably authorise the Bank to disclose, provide and / or obtain any third parties and credit reference agencies within / outside Hong Kong for the purpose(s) of data matching (as defined in the Personal Data (Privacy) Ordinance), credit checking, verification, providing credit information, compiling credit records (for such period as the Bank may see fit), debt collection, investigation, preventing illegal activity, such purpose specified in the Bank's privacy policies and / or any other reasonable purpose(s) as the Bank may see fit. The applicant(s) / Borrower acknowledge(s) he/ they has/ have received and read the copy of the Bank's "Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance and data policies of the Bank" and agree(s) to be bound by its terms.
15. If the Borrower defaults in any repayment, the Bank shall be entitled to engage or instruct any external debt collection agency and / or institution or third party service providers (whether within or outside Hong Kong) to collect, recover, attempt to collect / recover the indebtedness due by the Borrower and to enforce the Bank's rights. The Borrower shall indemnify the Bank in full of all reasonable legal charges and other expenses reasonably incurred in connection with its efforts to enforce the Bank's rights and to obtain the repayment of the Loan, accrued interest and other charges / fees from the Borrower.
16. After the Bank's approval of the Loan, a non-refundable handling fee will be payable by the Borrower to the Bank on drawdown in advance and will form part of the indebtedness due by the Borrower to the Bank. No refund of the handling fees or any part thereof will be allowed under whatever circumstances.
17. These Terms and Conditions may be varied or supplemented from time to time at the Bank's sole discretion with prior written notice to the Borrower.
18. The Bank shall be entitled at its discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan without obtaining consent by the Borrower. The Bank is entitled to release and transfer any data, information and document of the Borrower and / or the Loan to any prospective assignees, participants and / or transferees at the Bank's discretion.
19. If any of these Terms and Conditions is or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining Terms and Conditions shall not be affected. Nothing herein shall operate so as to exclude or restrict any liability in contravention of the laws of Hong Kong as mandatory.
20. The Borrower is obliged to examine the statements, notifications and advice relating to the Loan and to report any error, discrepancy, unauthorized debit in writing to the Bank within 90 days from the date of the relevant statements, notification or advice. In the absence of manifest error, such statements, notifications and advice shall be deemed as accepted as correct by the Borrower and binding on the Borrower in respect of the matters stated therein except those errors, discrepancies, unauthorized debits reported by the Borrower to the Bank in writing within such 90-day period, or arising from any fraud, breach or negligence of the Bank or its employees, agents or servants. The Bank may at any time by notice to the Borrower rectify any errors contained in any communication with the Borrower.
21. No failure to act, omission or delay by the Bank to enforce any right under these Terms and Conditions or otherwise shall operate as a waiver of such right.
22. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong, the applicant(s) and Borrower hereby irrevocably submit(s) to the non-exclusive jurisdiction of the courts of Hong Kong. The Chinese translation of these Terms and Conditions is provided for reference only. In event of any inconsistency between the English and Chinese versions, the English version shall prevail for all purposes.