

1. 除文意另有所指外，「貸款」一詞指創興銀行有限公司(「本行」)不時依據本條款及規章貸予借入人之私人貸款本金或其未償還予本行之部份。「借入人」一詞指成功獲本行批核並同意借入貸款之申請人(包括其承繼人、遺產代理人及管理人)。如貸款由超過一人向本行作出申請，「借入人」將解釋作本行同意借出有關貸款之任何一位及／或所有之申請人，而本條款及規章除對任何一位及／或所有申請人共同及各別地具有約束力外，亦對個別申請人具有約束力。借入人就有關貸款或根據本條款及規章之協議和須承擔之責任，將屬各別及共同性質；由借入人的任何一人對於本行發出之指示或本行與借入人的任何一人通訊，將被視為由借入人等共同授權發出的指示或與借入人等通訊。在不影響本條款及規章之其他條款下，申請人／借入人須繳付所有於申請表、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；若當中有任何條文相互抵觸或不符者，將以本條款及規章為準。本行有絕對權力不時以不少於三十天(如不屬本行合理控制範圍則除外)書面通知借入人後修改有關之收費、費用及款項。
2. 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或不批核任何申請而蒙受的任何損失或損害負上任何責任。若貸款申請獲批，本行將根據申請人提供的聯絡號碼或通訊地址以電話或書面形式將貸款申請結果和獲批貸款的條款及條件通知申請人。除非申請人在被通知該獲批貸款的條款及條件時向本行作出明確拒絕，申請人特不可撤回地授權本行全額提取整項獲銀行批核的貸款並將貸款金額存入借入人的指定銀行賬戶，而貸款亦被視為為已被申請人／借入人提取。成功獲批核之申請人將於貸款發放後獲載有確認詳細放款及還款資料的專函(「放款通知書」)。不論申請人的貸款申請結果，所有已呈交之文件(連同申請表格)將不獲本行發還。
3. 不論申請人／借入人是透過任何方法提出申請貸款(包括但不限於書面、電話、或透過互聯網)均被視為已接受本條款及規章。本行可以(但並無責任)記錄本行與申請人／借入人之間以書面及／或電話及／或本行不時決定的任何其他方法之全部通訊，當中包括但不限於申請人／借入人與本行的電話通話、任何形式之通訊及指示(總稱「通訊」)。申請人／借入人茲確認並同意本行根據本行賬戶章則及個人資料政策記錄有關通訊的慣例，在符合法律和監管要求下，本行對申請人／借入人向本行發出通訊的記錄可由本行在其認可適當的期間予以保留。在沒有明顯錯誤的情況下，本行的記錄將為具終局性的記錄，並對申請人／借入人具有約束力。
4. 本行與借入人之間的關係為合約關係；本行為債權人，借入人為債務人。本行有凌駕其他任何條款及細則之權力隨時要求借入人全數清還有關之貸款、應付利息及其他款項(不論到期與否)。
5. 本行將於申請批核後按本行應借入人要求所批准或同意的時間及方式向借入人放貸。借入人須向本行或其他實體、金融機構支付任何就貸款額存入及／或匯入非本行賬戶而所引起之費用。
6. 貸款之利息將由放款日起計息，本行可以按包括但不限於其貸款批核準則決定貸款額、貸款年期和還款條件而釐訂固定平息利率並以每月計算利息(如貸款獲批核，詳情將於本行通知客戶貸款獲批及貸款可供提取前提供)，並受限於本行不時向申請人／借入人以書面方式作出的有關修訂通知。借入人需從放款通知書上所示的日期(「指定日期」)及月份開始，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曆日，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營業日，則該日子將延於緊接之後的一個營業日；但若該緊接之後的一個營業日歸入下一曆月，在該情況下，款項須於緊接之前的一個營業日支付。「營業日」在本條款及規章指本行在香港公開營業的日子，不包括星期日、公眾假期及(就與不時透過香港的銀行同業結算系統結算及交收的支票、其他票據、付款及付款指示的結算及交收相關的所有目的而言)不包括星期六。應付利息的款額將據此予以調整。借入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，借入人須按本行不時接納的方式向本行繳付每月還款。若借入人選擇以自動轉賬安排還款或本行並未能通過與借入人同意的方式收到全部每月還款，本行有權不時從借入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，並在遵守適用法律及監管要求下，按本行絕對酌權認為合適的方式進行分配。
7. 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以書面通知借入人(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)。除非借入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，否則借入人將受該修訂限制。
8. 根據本條款及規章之其他條款，若借入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，借入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)之逾期還款利息，及本行不時以書面通知借入人的其他收費及／或罰款，由到期日起計直至本行收到全數清還(已清算資金)為止(包括收款前後)。該逾期還款利息以每年 360 日(包括閏年)計算(如適用)。若由於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。此外，如有任何還款是通過借入人與其他銀行或財務機構開設的賬戶作出，借入人亦須支付由有關銀行或財務機構因該等過賬或貸款還款安排而徵收之自動轉賬退回費用及／或其他有關行政費用。
9. 借入人可以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，在提早償還貸款時，借入人須向本行繳付相當於貸款本金餘額百分之二之提前還款費(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，則借入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。本行收到之提早償還款項將用於償還貸款本金和支付利息及費用／收費，並在遵守適用法律及監管要求下，按本行絕對酌權認為合適的次序及方式進行分配。在給予借入人不少於三十天書面通知下，本行有絕對酌情權決定以上各項結欠的計算方法，而計算方法或會和借入人的貸款申請表上所述的計算方法可能有所不同。
10. 若借入人向本行申請再次借貸已償還貸款的任何部份，在本行批核後(如適用)，在符合本行通知借入人之有關條款及細則下，該再次借貸款項將會在本行批核申請後即時於有關日期存入申請表所載之還款賬戶。當其時所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款人的新貸款，新貸款將按本條款及規章第 2 條提取。借款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。

11. 若借款人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、財務重大逆轉等)及文件有任何變更，或借款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，借款人須盡快以書面通知本行。借款人進一步同意，在有需要時向本行提供有關借款人之額外資料及文件。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、過時或誤導成份，本行保留絕對權力，取消已批核之貸款及要求借款人立即清還所有貸款及任何款項。
12. 在下列任何一種情況下，本行有絕對權力立刻終止此貸款，並隨時要求借款人立即清還所欠之款項、應計利息(不論到期與否)、其他合理產生的合理收費及支出(包括但不限於為執行本條款及規章而產生的法律費用及開支)，而本行毋須事前發出通知：
  - (a) 借款人拖欠每月還款、費用／收費或其他本行之款項或違反或不能償還借款人所欠本行之債務或責任；
  - (b) 借款人違反任何本條款及規章；
  - (c) 借款人被呈請破產；
  - (d) 借款人被進行查封、扣押或相類程序；
  - (e) 任何人士申請指派接管人控制借款人之財產，或任何有關該等財產之拘押令；
  - (f) 借款人死亡、喪失行為能力或精神上無行為能力；或
  - (g) 本行認為借款人不能償還或履行借款人所欠其他銀行及財務機構之責任及債務。本行有權隨時未經通知借款人即動用借款人於本行開立之任何賬戶內任何幣值之存款，包括但不限於任何聯名賬戶及定期存款賬戶(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，以作清還借款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。
13. 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。
14. 若借款人未能依期還款，本行有權聘用任何第三方債務追討公司(包括香港境內及境外)，向借款人收取、追收、企圖收取／追收債務及執行本行之權利。借款人須悉數彌償本行為執行權利及追討借款人償還貸款、應計利息及其他合理產生的合理費用／收費而合理產生之所有法律費用及其他開支。借款人並同意及授權本行按照法律及監管要求，向任何第三方債務追討公司披露有關借款人及貸款之任何或所有資料(包括個人資料)，以作為追討債務或其他合理用途，以行使及保障本行之權利及補救方法。
15. 銀行於貸款申請獲批核後，向借款人預先支取手續費，該手續費之數額並將直接作為借款人对本行欠款之部份。不論任何情況，該手續費或任何部份均不獲退還。
16. 本行有絕對權力經書面通知借款人後，隨時修改及補充本條款及規章。
17. 本行可毋須借款人同意，有權酌情轉讓、分派或轉移其與貸款有關之任何或所有權利及責任。本行有絕對酌情權透露、轉讓及轉移借款人及／或有關貸款之任何個人資料、訊息及文件予任何預期承讓人、有關參予人及／或正式承讓人。
18. 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。
19. 借款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，借款人須於有關月結單、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款人接納為正確的，及有關其中所陳述之事項對借款人具約束力；除非借款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疏忽所致。本行可隨時以書面通知借款人修正任何於與借款人通訊中的任何錯誤。
20. 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。
21. 借款人和本行同意《合約(第三者權利)條例》(香港法例)不適用於此貸款相關合約(包括但不限於本條款及規章、本行就此貸款計劃所提供附於申請書之「分期貸款產品資料概要」及資料冊子等所有條款)。為免疑問，上述合約的條款及規章可被撤銷、更改或補充，而在所有情況下毋須徵求第三者的同意或給予第三者任何通知。
22. 本條款及規章：
  - (a) 可由本行不時指定載於申請表、賬戶章程及個人資料政策之其他條款予以補充。本條款及規章與上述條文有任何衝突，除另外註明，就有關衝突而言概以本條款及規章為準；
  - (b) 表示單數的詞語將包括複數及表示一種性別的詞語將包括其他性別，反之亦然；
  - (c) 受香港法律管轄，並按香港法律詮釋。申請人及借款人於此不可撤銷地服從香港法院之非專屬司法管轄權。
23. 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，就該抵觸而言，概以英文版本為準。

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") from time to time, and the term "Borrower" refers to the 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 / or all of the named applicants of the Loan. Where more than one applicant submit to the Bank a Loan application jointly, these Terms and Conditions shall bind each and / or all of the applicants jointly and severally. All agreements of such applicants with, and obligations of such applicants to, the Bank with respect to the Loan shall be joint and several. Any instructions given by or communication with any one of the Borrower with respect to the Bank shall be deemed to be given by or communicated with due authority from all of the Borrower. 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, and shall be deemed to form part of these Terms and Conditions provided in the event of any conflict or inconsistency, these Terms and Conditions shall prevail. The Bank is entitled to vary such fees, charges and payments with prior written notice of not less than 30 days (except outside the Bank's reasonable control) 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 or non-approval of any application. Should the Loan application be approved, the Bank shall notify the applicant(s) either by telephone or in writing through the contact number or correspondence address as provided by applicant(s) regarding the outcome of his / their Loan application with particulars of the approved Loan terms and conditions. Unless the applicant expressly declines to the Bank such approved Loan terms and conditions as notified by the Bank, the applicant hereby irrevocably authorizes the Bank to effect drawing of the Loan (in full by a lump sum) as approved by the Bank by crediting the Loan proceeds to the Borrower's designed bank account whereupon the Loan shall be deemed as drawn by the applicant(s) / Borrower. Approved applicant will be provided with an advice confirming the details of drawdown and repayment terms of the Loan advanced (the "Drawdown Advice") after drawdown. No document (including application form) submitted by the applicant(s) will be returned by the Bank, regardless of the outcome of his / their Loan application.
3. The applicant's / Borrower's application for the Loan, submitted by any methods (including but not limited to written, telephone, or via the Internet), will be subject to these Terms and Conditions. The Bank may (but shall not be obliged to) record all communications between the Bank and the applicant(s) / Borrower, including but not limited to all telephone conversations, communication in whatsoever mode and instructions (collectively called "Communications") given by the applicant(s) / Borrower to the Bank, in writing and / or by telephone and / or any other methods as the Bank may determine from time to time. The applicant(s) / Borrower hereby acknowledges and consents to the Bank's practice of recording relevant Communications in accordance with the Bank's Account Rules and data policy. The Bank's records of such Communications given by the applicant(s) / Borrower to the Bank may be retained by the Bank for such period as it deems appropriate in compliance with the legal and regulatory requirements. The Bank's records shall be conclusive and binding on the applicant(s) / Borrower, save for manifest error.
4. 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 (whether due or not) notwithstanding any other terms or conditions.
5. 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 and / or remitting any Loan proceeds to any account not maintained with the Bank.
6. Interest on the Loan shall accrue from the date of drawdown and calculated at such fixed flat rate as the Bank may determine at its sole discretion depending on the Bank's credit approval criteria, including without limitation the Loan amount, the Loan tenor and the installment terms (details will be provided to the applicants before drawdown if the Loan is approved) and subject to such variation as the Bank may notify the applicant(s) / Borrower in writing from time to time and calculated on monthly basis. 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 Business Day shall be made on the immediately following Business Day, unless such immediately following Business Day falls in the next calendar month, in which case payment shall be made on the immediately preceding Business Day. "Business Day" in these Terms and Conditions means a day on which the Bank is open for business in Hong Kong excluding Sundays, public holidays and (for all purposes in connection with the clearing and settlement of cheques, other items, payments and payment instructions, which are from time to time cleared or settled through an interbank clearing system in Hong Kong) Saturdays. 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 arrangement 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 if 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 at the Bank's sole discretion in accordance with the legal and regulatory requirements as applicable.
7. 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' written notice (with shorter notice should it be outside the Bank's reasonable control). The Borrower will be bound by such change unless the Loan is fully repaid to the Bank together with payment of all accrued interest (whether due or not) and other charges / fees before the effective date of such change.
8. Subject to other provisions of these Terms and Conditions, 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), together with other fees and / or penalty charges which the Bank may from time to time notify the Borrower in writing shall be payable on demand by the Borrower from the due date to the date of actual receipt of such payment in cleared fund (both before and after receipt of payment) by the Bank. The default interest shall be calculated on the basis of 360-day year, including leap year (if applicable). Further, 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. In addition, if any repayment is made through an account maintained by the Borrower with other banks or financial entities, the Borrower shall pay the rejected autopay charges, related administration fee and other payments as imposed by the relevant banks or financial entities in relation to those further debits and / or other Loan repayment arrangement.
9. Early full repayment (but not in part) of the Loan on a Monthly Repayment due date with the Borrower's 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 early full 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 at the Bank's sole discretion, subject to compliance with the applicable legal and regulatory requirements. With prior written notice of not less than 30 days to the

Borrower, the Bank may at its sole discretion determine how the early repayment amount is to be calculated in such manner which may be different from that mentioned in the Borrower's Loan application form.

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 immediately on such date and subject to such terms and conditions as notified by the Bank to the Borrower after approval of the application by the Bank and will be credited to the repayment account stated in the Borrower's Loan application form. The then existing Loan will be deemed repaid and will be consolidated 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 of the new loan, to which clause 2 of these Terms and Conditions shall apply. 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, material deterioration in financial conditions 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 Borrower further agrees to provide promptly any additional information or document which the Bank may require. 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, obsolete or otherwise misleading.
12. The Bank may at its sole discretion to terminate the Loan term upon the happening of any one of the following events and may at any time without prior notice to the Borrower, demand full repayment of the Loan together with accrued interest (whether due or not) and all other reasonable charges / fees (including, without limitation, legal costs and expenses reasonably incurred in enforcing these Terms and Conditions) immediately:
  - (a) the Borrower defaults in payment of any Monthly Repayment, charges / fees or other amount due to the Bank or fails to comply with or settle his / their obligations or liabilities to the Bank;
  - (b) the Borrower is in breach of any of these Terms and Conditions;
  - (c) the Borrower is petitioned bankrupt;
  - (d) any attachment, execution, or similar process is levied against the Borrower;
  - (e) the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of Borrower's property;
  - (f) the Borrower's death, incapacity or mental disability; or
  - (g) if in the Bank's determination the Borrower fails to honour or settle the Borrower's obligations or liabilities to other banks or financial institutions.

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. If the Borrower defaults in any repayment, the Bank has the right to employ third party debt collection agencies (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. The Borrower also agrees and authorizes the Bank to disclose all information relating to him / her and the Loan to any third party debt collection agencies for the purpose of debt collection and other reasonable actions to enforce and protect the Bank's rights and remedies in accordance with the legal and regulatory requirements.
15. 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.
16. 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.
17. 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, assign and transfer any personal data, information and document of the Borrower and / or the Loan to any prospective assignees, participants and / or transferees at the Bank's discretion.
18. 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.
19. 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.
20. 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.
21. The Borrower and the Lender agree that the Contracts (Rights of Third Parties) Ordinance (Laws of Hong Kong) shall not apply to the contract pertaining to the Loan (including without limitation these Terms and Conditions, "Key Facts Statement for Instalment Loan", the application form and the terms and conditions contained in the information pamphlet). For the avoidance of doubt, the terms and conditions of such contract pertaining to the Loan may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.
22. These Terms and Conditions:
  - (a) are supplemented by other provisions prescribed by the Bank in the application form, Account Rules and data policy from time to time, and these Terms and Conditions shall prevail in the event and to the extent of any conflict among them unless other expressly provided to the contrary;
  - (b) any reference herein to the singular includes the plural and vice versa and reference to the masculine includes the feminine and neuter genders; and
  - (c) 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.
23. 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 to the extent of such inconsistency.