

## 私人分期貸款條款及規章 (於本部份稱「條款及規章」)

### Terms and Conditions for Personal Instalment Loan (called in this section "Terms and Conditions")

#### 1. 定義 Definitions

##### (a) 貸款 Loan

「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款人之私人分期貸款本金、其不時欠付或未償還予本行之部份。The term "Loan" refers to the principal amount of the personal instalment loan advanced to the Borrower by Chong Hing Bank Limited (the "Bank") pursuant to the Terms and Conditions and which remains outstanding or due to the Bank from time to time.

##### (b) 借款人 Borrower

「借款人」一詞指成功獲本行批核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)。如貸款由超過一人向本行作出申請,「借款人」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。借款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;由借款人的任何一人對於本行發出之指示或本行與借款人的任何一人通訊,將被視為由借款人等共同授權發出的指示或與借款人等通訊。在不影響本條款及規章之其他條款下,申請人/借款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,就該抵觸/不符程度而言,將以本條款及規章為準,但明文另行規定者除外。本行有絕對權力不時以不少於 30 天書面通知借款人後修改及/或補充有關之收費、費用及款項。The term "Borrower" refers to the Applicant(s) to whom the Bank agrees to advance the Loan (including their successor(s), personal representative(s) and administrator(s)). Where the application is made in joint names of more than one person, the "Borrower" shall refer to each and/or all of the named Applicants of the Loan. Where more than one Applicant jointly submits a Loan application to the Bank, these Terms and Conditions shall bind each and/or all of the Applicants jointly and severally. All agreements of the Borrower with, and obligations of the Borrower 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 case of any conflicts or inconsistencies, these Terms and Conditions shall prevail to the extent of such conflict or inconsistency unless otherwise expressly provided to the contrary. The Bank is entitled to vary and/or supplement such fees, charges and payments with prior written notice of not less than 30 days to the Borrower from time to time.

#### 2. 逾期利率 Default Interest

受制於本條款及規章之其他條文,若借款人未能依期償還每月還款(定義見下述第 3 條)、費用/收費或其他欠本行的款項,在不影響本行其他權利及補償下,借款人須按任何逾期未付之還款額繳納以日息 0.1% 計算(每期欠款或還款之最低逾期徵收息額為港幣 50 元)之逾期還款利息,及本行不時以書面通知借款人的其他收費及/或費用,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)。Subject to other provisions of these Terms and Conditions, if any of the Monthly Repayment (as defined in Clause 3 below), 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 0.1% per day on the amount overdue (subject to a minimum of HK\$50 for each overdue instalment or payment in arrears), together with other fees and/or 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 full payment in cleared fund (both before and after receipt of payment) by the Bank.

### 3. 「私人分期貸款」利息 Interest on the “Personal Instalment Loan”

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、貸款期和還款條件而釐訂固定平息利率並以計算每月利息（如貸款獲批核，詳情將於本行通知申請人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／借款人以書面方式作出的有關修訂通知。借款人必須從放款通知書（定義見下述第 10.1 條）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，則為該曆月的最後一日），向本行繳付到期的每月分期供款額、累算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）星期六。累算利息的款額將據此予以調整。借款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，借款人須按本行不時接納的方式向本行繳付每月還款。若借款人選擇以自動轉賬安排還款或本行並未能通過與借款人同意的方式收到全部每月還款，本行有權不時從借款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。Interest on the Loan shall accrue from the date of drawdown and be calculated on monthly basis at such fixed flat rate which the Bank may determine according to the Loan amount, the Loan tenor and the instalment terms decided by the Bank depending on and including without limitation to the Bank's credit approval criteria (details will be provided to the Applicant before drawdown if the Loan is approved) and subject to such variation as the Bank may notify the Applicant/Borrower in writing from time to time. The Borrower shall pay to the Bank the monthly instalment 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 (as defined in Clause 10.1 below) 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 the 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 accrued 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 subject to compliance with the legal and regulatory requirements as applicable.

### 4. 提前還款 Prepayment

本行不會接受任何提前償還部份貸款及其項下欠款的要求。提前償還該貸款必須於不少於 7 個營業日前以書面通知本行。借款人同意在提前償還當天支付本行不時按其絕對酌情權釐定相當於貸款本金餘額百分之一之提前還款費（現行最低提前還款費為港幣 300 元），並必須償還整筆結欠本金（包括已到期欠款）、未繳手續費及計算至下一個還款日的利息，連同所有該貸款到期之費用及收費。繳付的金額會按「78 法則」計算（請瀏覽本行網站 [www.chbank.com](http://www.chbank.com) 參閱創興私人分期貸款還款例子），本行有權以其認為合適的方法分攤每月還款金額中的利息及本金。Partial prepayment of the Loan and indebtedness thereunder owed will not be allowed. Early repayment of the Loan is permissible with not less than 7 Business Days' prior written notice thereof having been received by the Bank. The Borrower agrees to pay to the Bank a prepayment fee at the rate of 1% flat of the outstanding principal amount of the Loan (currently at HK\$300 of minimum prepayment fee) as the Bank may at its discretion determine from time to time on the date of prepayment and the Borrower also agrees to

pay to the Bank the entire outstanding loan principal (including any arrears), outstanding handling fee and interest up to the next repayment date together with all fees and charges due under the Loan in full as at the time of approval. The amount payable shall be calculated according to the Rule of 78 (please refer to the Bank's website at [www.chbank.com](http://www.chbank.com) for Repayment Example of Chong Hing Personal Instalment Loan) and the Bank has the right to apportion the monthly repayments between interests and principals as the Bank deems appropriate.

## 5. 再借貸 Re-borrow

若借款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），在符合本行通知借款人之有關條款及細則下，該再次借貸款項將會在本行批核該申請後即時於有關日期全數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 1 條提取。本行將向借款人發出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。除與本條有抵觸外，本條款及規章在加上必要的變通和受本行單獨酌情認為合適的變更後將繼續適用。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 such 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 as a new loan granted pursuant to these Terms and Conditions on the date of drawdown of such new loan, to which Clause 1 of these Terms and Conditions shall apply. The Bank shall issue to the Borrower 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 inconsistencies with this clause and subject to such modifications thereto as the Bank may see fit at its sole discretion.

## 6. 修訂 Amendments

本行保留權力不時修訂貸款利率、逾期利率、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 30 天前以書面通知借款人。除非借款人於該修訂生效日前全數清還貸款（包括其項下利息及欠款）及支付累算利息（不論到期與否）及有關費用 / 收費，否則借款人將受該修訂限制。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. The Borrower will be bound by such change unless the Loan (including all interests and indebtedness owed thereunder) 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.

## 7. 關於還款的凌駕權力 Overriding Right of Repayment on Demand

- 7.1 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細則之權力隨時要求借款人全數清還有關之貸款、欠付利息及其他款項（不論到期與否）。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 the overriding right of full repayment on demand of the Loan, accrued interest and other payments payable by the Borrower (whether due or not) notwithstanding any other terms or conditions.
- 7.2 本行將於申請批核後（如適用）按本行應借款人要求所批准或同意的時間及方式向借款人發放出貸款。借款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引起之費用。After approval of the application (if granted), 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.
- 7.3 若借款人不時提供予本行之資料及文件有任何變更（例如電話號碼、職業、住宅或辦公地址、財務重大逆

轉等)·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·借款人須儘快以書面通知本行·借款人進一步同意向本行提供所需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或文件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·The Borrower shall as soon as possible notify the Bank in writing of any change of information and documents provided to the Bank from time to time (such as telephone number, occupation, home or employment address, material deterioration in financial conditions etc.) or any difficulty the Borrower may have in paying any Monthly Repayment or discharging their 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 or document 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.

7.4 在下列任何一種情況下·本行有絕對酌情權力立刻終止貸款期·並可在任可時間在無須事先通告借款人下隨時要求借款人立即清還貸款所欠之款項、累算利息(不論到期與否)及其他合理收費及支出(包括但不限於為執行本條款及規章而合理地產生的法律費用及開支): The Bank may at its sole discretion terminate the Loan tenor upon the occurrence 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:

- (i) 借款人拖欠每月還款、費用 / 收費或其他本行之欠項或違反或不能償還借款人所欠本行之債務或責任; the Borrower defaults in payment of any Monthly Repayment, charges/fees or other amount due to the Bank or fails to comply with or to settle their obligations or liabilities to the Bank;
- (ii) 借款人違反任何本條款及規章; the Borrower is in breach of any of these Terms and Conditions;
- (iii) 借款人被呈請破產; the Borrower is petitioned bankrupt;
- (iv) 借款人被進行查封、扣押或相類程序; any attachment, execution, or similar process is levied against the Borrower;
- (v) 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; 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;
- (vi) 借款人死亡、喪失行為能力或精神上無行為能力; 或 the Borrower's death, incapacity or mental disability; or
- (vii) 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·if in the Bank's determination the Borrower fails to honour or to settle the Borrower's obligations or liabilities to other banks or financial institutions.

7.5 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·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.

7.6 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。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.

- 7.7 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、累算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。借款人並同意及不可撤銷地授權本行於遵守有關法律及監管要求之前提下，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所需資料（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。If the Borrower defaults in any repayment, the Bank has the right to engage any third party debt collection agencies (within or outside Hong Kong) to collect, recover, attempt to collect/recover the debt from 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 irrevocably authorises the Bank to disclose all required information (including personal data) relating to them 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 subject to compliance with all legal and regulatory requirements.

## 8. 手續費、費用及收費 Handling Fees, Fees and Charges

- 8.1 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（可於本行任何本地分行索取或瀏覽本行網站 [www.chbank.com](http://www.chbank.com)）向借款人每次徵收有關手續費。此外，如有任何還款是通過借貸人與其他銀行或財務機構開設的賬戶作出，借款人亦須支付由所述其他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 / 或其他有關費用。A handling fee (as specified in the Bank's Bank Service Charges which are available at any local branch of the Bank upon request or can be obtained at the Bank's website at [www.chbank.com](http://www.chbank.com)) will be levied on the Borrower for each repayment account debit rejection due to insufficient funds 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 fees and other payments as imposed by such other banks or financial entities in relation to those further debits and/or other Loan repayment arrangement.
- 8.2 於貸款申請獲本行批核後（如適用），向借款人預先支取手續費（不可退還），該手續費之數額並將直接作為借款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。After the Bank's approval of the Loan application (if granted), a non-refundable handling fee will be payable by the Borrower to the Bank on drawdown in advance and will form part of the debt owed by the Borrower to the Bank. No refund of such handling fee or any part thereof will be allowed under whatever circumstances.
- 8.3 借款人應在要求下即按照本行合理確定的費率及以其絕對酌情權所確定的方式向本行支付與貸款或任何本行服務相關的手續費、收費及費用。本行應在借款人要求下迅捷地向其提供適用收費、費用及手續費詳情並通知借款人該事宜。The Borrower shall pay to the Bank on its demand commissions, fees and charges in connection with any Loan or any banking service at such rates as reasonably determined by the Bank and in such manner as the Bank may in its absolute discretion determine. The Bank shall make details of applicable fees, charges and commissions readily available to the Borrower and advise the Borrower of the same on request.
- 8.4 除非本行另有協定或放款通知書有所規定，借款人應在要求下償付本行就任何放款通知書、本條款及規章及就任何貸款所訂立的任何擔保文件的談判、編製、提交及登記，或者放款通知書、本條款及規章或其他擔保的履行、完備或強制執行（或任何如此行事的嘗試）可能招致的所有合理費用及開支（包括法律費及開支），並且為此對本行作出賠償。該等費用及開支應全部予以支付，即使借款人的相關貸款申請並未獲接納或該貸款或其申請其後因任何理由被取消、修訂或撤銷。Unless otherwise agreed by the Bank or provided in a Drawdown Advice, the Borrower shall on demand reimburse the Bank for, and indemnify the Bank against, all reasonable costs and expenses (including legal costs and expenses) which the Bank may incur in connection with the negotiation, preparation, filing and registration of a Drawdown

Advice, these Terms and Conditions and any security documents entered into in connection with any Loan or the performance, perfection or enforcement of the Drawdown Advice, these Terms and Conditions or such other security (or any attempt to do so). Such costs and expenses shall be fully payable notwithstanding that the Borrower's application for the relevant Loan is not accepted or such Loan, or its application, is subsequently cancelled, modified or withdrawn for any reason.

- 8.5 如果任何貸款獲提前還款，借款人應在要求下償付本行因提前還款而合理招致的所有費用，並且為此對本行作出賠償。該費用應包括本行取消、終止及 / 或解開由本行執行的任何安排以保證提供貸款所招致或遭受的所有費用(包括中斷費用)、開支、債務及開支。If any Loan is prepaid, the Borrower shall on demand reimburse the Bank for, and indemnify the Bank against, all costs reasonably incurred by the Bank as a result of such prepayment. Such costs shall include all costs (including break costs), expenses, liabilities and expenses incurred or suffered by the Bank in cancelling, terminating and/or unwinding any arrangements effected by the Bank to secure funding of such Loan.

## 9. 款項留存、抵銷及留置權 Retention of Money, Set-off and Lien

- 9.1 在不抵觸本行與借款人或任何其他人士之間訂立的任何其他協議中的任何條文的前提下，如果借款人未能在到期時支付本行所欠下的任何款項，本行則應有自由按其可能認為適當的時間留存借款人任何賬戶中全部或任何部份的任何款項(包括由此所產生的利息)及由本行代表借款人當時持有的任何其他財產。在該等情形下，本行應(為免生疑問)對本行出於保管或任何其他理由(包括保管箱及其內容之物品)所管有及控制借款人的所有抵押品、契據、文件、實產及其他財產具有首位及最重要的留置權，並且有權出售上述之物以清償借款人欠下本行的任何款項。Without prejudice to any other agreement between the Bank and the Borrower or any other person, if the Borrower fails to pay any sum owed to the Bank when due, the Bank shall then be at liberty to retain all or any part of any money in any account of the Borrower (including interest accrued thereon) and any other property then held by the Bank on behalf of the Borrower for such time as it may think fit. In these circumstances, the Bank shall, for the avoidance of doubt, have a first and paramount lien over all securities, deeds, documents, chattels, and other property of the Borrower which are in the possession or control of the Bank, for custody or any other reason (including safe deposit boxes and their contents) and shall have the right to sell the same to repay any amount owed by the Borrower to the Bank.
- 9.2 在不抵觸本行與借款人或任何其他人士之間訂立的任何其他協議中的任何條文的前提下，本行可在任何時間(即使有賬戶的任何結算或不論屬何種事宜)合併或綜合以借款人名義開立的當時存在的所有或任何賬戶(不論是否須發出通知、不論是否到期、不論單獨或共同持有、不論是否在香港或在本行於任何其他司法管轄區的任何其他分行)。本行可將任何貸記於任何上述一個或以上賬戶(不論是否在香港或在本行於任何其他司法管轄區的任何其他分行)中的任何款項與借款人(不論以何種身份)的任何負債(不論該等負債屬現時或未來、實際產生或者或有負債、主要或附屬、各別或共同、並且不論由借款人單獨欠下或者由借款人及任何其他人士欠下)。Without prejudice to any other agreement between the Bank and the Borrower or any other person, the Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing accounts opened in the name of the Borrower (whether subject to notice or not, whether matured or not, whether held singly or jointly and whether in Hong Kong or with any other branch of the Bank in any other jurisdiction). The Bank may offset any sum standing to the credit of any one or more such accounts, whether in Hong Kong or with any other branch of the Bank in any other jurisdiction, against any liabilities of the Borrower in whatever capacity, whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint and whether owed solely by the Borrower or by the Borrower and any other person.
- 9.3 如果上述合併、綜合或抵銷需要將一種貨幣折算為另一種貨幣，則折算將按照本行有關借款人所負債的貨幣兌換貸記於相關賬戶貨幣的現貨外匯買入價(由本行不可推翻地予以確定，有關詳情在借款人要求下予以提供)進行。If such combination, consolidation or set-off requires the conversion of one currency into another, such conversion shall be made at the Bank's spot buying rate of exchange (as conclusively determined by the Bank, the details of which will be provided to the Borrower upon request) for the currency for which the Borrower is liable against the currency credited to the relevant account.
- 9.4 本行將在切實可行情況下儘快在行使其在本條款及規章第 9 條項下的任何權利後通知借款人。The Bank

shall notify the Borrower as soon as practicable after exercising any of its rights under Clause 9 of these Terms and Conditions.

- 9.5 如有超過一位借款人，第 9.1 和 9.2 條將不因為該等條款適用於所有借款人及其中任何一位借款人應付的所有款項，而導致一位個人借款人（不包括獨資經營者、合夥企業、公司、會社及社團）（「所述者」）對提供予其他一位或多位借款人的任何貸款或融通承擔責任。如所述者在簽署該等條款及規章時不知道或不預料到該等貸款或融通或所述者不同意該等貸款或融通。上述條文不影響任何一位或多位借款人於任何時間提供的任何性質的保證、彌償或其他抵押。Where there is more than one Borrower, Clauses 9.1 and 9.2 will not, solely by reason of their provisions applying to all amounts payable by the Borrowers and any of them, render a Borrower who is private individual (excluding sole trader, partnership, company, club and society) ("Said Person"), liable for any separate facility or accommodation granted to the other Borrower(s) if the separate facility or accommodation is not known to or within the Said Person's contemplation at the time these Terms and Conditions are entered into or agreed by the Said Person. The foregoing is without prejudice to any guarantee, indemnity or other security of any nature at any time provided by any one or more Borrowers.

## 10. 通知 Notice

- 10.1 本行有單獨酌情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，亦無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，申請人特此不可撤回地授權本行全額提取整項獲本行批核的貸款並將貸款金額存入貸款人的指定於本行的銀行賬戶，而貸款亦被視為已被申請人 / 借款人提取。成功獲批核之申請人將於貸款發放後獲載有確認詳細發放貸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。The Bank is entitled to reject any application (or any part thereof) at its sole 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 either by telephone or in writing through the contact number or correspondence address as provided by Applicant regarding the outcome of the Applicant's 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 by the Bank, the Applicant hereby irrevocably authorises 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 designated bank account at the Bank 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 Loan drawn and repayment terms of the Loan advanced ("Drawdown Advice") after the Loan drawdown. No document (including application form) submitted by the Applicant(s) will be returned by the Bank, regardless of the outcome of the Applicant's Loan application.
- 10.2 不論申請人 / 借款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 / 借款人之間以書面及 / 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 / 借款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 / 借款人茲確認並同意本行根據本行相關賬戶章則及私隱政策記錄有關通訊的操作，在符合法律和監管要求下，本行對申請人 / 借款人向本行發出或與本行所作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，本行的紀錄將為具終局性的紀錄，並對申請人 / 借款人具有約束力。The Applicant's/Borrower's application for the Loan, submitted by any methods (including but not limited to written, by telephone, or 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/Borrower, including but not limited to all telephone conversations, communication in whatsoever mode and instructions (collectively called "Communications") given by the Applicant/Borrower to the Bank, in writing and/or by telephone, internet and/or any other methods as the Bank may determine from time to time. The Applicant/Borrower hereby acknowledges and consents to the Bank's practice of recording relevant Communications in accordance with the Bank's relevant Account Terms and privacy policies. The Bank's records of such Communications given by or with the Applicant/Borrower to the Bank may be retained by the Bank for such period as the Bank deems

appropriate in compliance with the legal and regulatory requirements. The Bank's records shall be conclusive and binding on the Applicant/Borrower, save for manifest error.

## 11. 其他 Others

11.1 本行有絕對權力隨時修改及補充本條款及規章。These Terms and Conditions may be varied or supplemented from time to time at the Bank's sole discretion.

11.2 本行可在無須借款人同意下，有絕對酌情權酌情轉讓、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。The Bank shall be entitled at its absolute discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan without obtaining the Borrower's consent. 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.

11.3 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。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.

11.4 借款人必須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 90 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 90 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、違約或疏忽所致的情況則例外。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。The Borrower shall examine the statements, notifications and advice relating to the Loan and report any error, discrepancy, unauthorised 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, unauthorised 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.

11.5 本條款及規章：These Terms and Conditions:

- (a) 可由本行不時指定載於申請表、相關賬戶章則及私隱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；may be supplemented by other provisions prescribed by the Bank in the application form, relevant Account Terms and privacy policies 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) 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；及 any reference herein to the singular includes the plural and vice versa and reference to the masculine includes other genders; and
- (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專屬司法管轄權。shall be governed by and construed in accordance with the laws of Hong Kong, the Applicant and Borrower hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

11.6 無《合約(第三者權利)條例》No Third Party Rights

受制於及不影響本行在其他條款明文所訂權利的前提下，《合約(第三者權利)條例》(香港法例)不適用於

就此貸款的合約 ( 當中包括但不限於本條款及規章、分期貸款產品資料概要」、相關申請表、相關賬戶章則及資料冊子內的條款細則 )。為免疑問，上述合約的條款及規章可被撤銷、更改或補充，而在所有情況下無須徵求第三者的同意或給予第三者任何通知。Subject and without prejudice to the rights of the Bank as expressly provided under other provisions, 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, the Key Facts Statement for Instalment Loan, the relevant application form, the relevant Account Terms 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.

#### 11.7 中文翻譯 Chinese Translation

本條款及規章的中文版本僅供參考之用。如本條款及規章的中、英文版本有任何歧異，就該不一致及相關程度而言，概以英文版本為準。The Chinese version of these Terms and Conditions is for reference only. In case of any inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail to the extent of such inconsistency.