

華僑永亨信用財務有限公司 (「本公司」) 貸款之條款及細則之修訂通知及有關接收非紙本通知之安排

甲) 華僑永亨信用財務有限公司 (「本公司」) 貸款之條款及細則之修訂

由二零二二年十一月十四日起，本公司貸款之條款及細則將作出以下修訂：

一) 貸款之條款及細則 (適用於私人貸款、升學進修貸款、專業貸款及裝修貸款) 及貸款之條款及細則 (適用於稅務貸款) 將合併為**貸款之條款及細則 (適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款)**。合併後之條款將作以下修訂 (修訂之內容已劃上底線以示識別)：

| 現行 貸款之條款及細則 (適用於私人貸款、升學進修貸款、專業貸款及裝修貸款) | 修改後 貸款之條款及細則 (適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款) |
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| <p>甲部</p> <p>甲、私人貸款</p> <p>1. 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費，所有貸款手續費須於確認貸款時全數繳付或與貸款金額一併計算於每月還款內繳付。客戶所需繳交之手續費會因還款期之長短而有所不同，所有已繳付之手續費，不論任何情況下均不獲退還。</p> <p>2. 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元 (以每次逾期月計)。客戶需另支付以本公司確認以下其中一種方法計算的逾期利息：</p> <p>(i) 逾期利息由到期未付之日計至付款之日，按每月還款以實際月利率加0.875%每日計算；</p> <p>(ii) 逾期利息由逾期未付之每月還款的到期日直至實際付款之日逐日累計，息率按逾期未付之每月還款額以0.1315068%計算 (或港幣50元，以較高者為準)。</p> <p>3. 倘客戶申請還款方法與貸款合約 / 貸款確認書訂明之還款期過程相異時，必須事先經本公司同意，客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息 (如有)、適用費用、收費、開支及支出，不論該請求是由客戶或本公司提出，在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：</p> <p>(i) 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；</p> <p>(ii) 一筆相等於剩餘未付之每月還款總和之99%的款額。</p> <p>惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息另加上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款 (如有) 內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。</p> <p>11) 「60日免息免供」私人貸款</p> <p>1. 若還款期為12個月或以以下，每年貸款手續費為貸款額之1.5%，若還款期為12個月以上，則需按撥批核之貸款額繳付每年1%手續費，不足1年亦須繳付足1年手續費，並於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同，所有已繳付之手續費，不論任何情況下均不獲退還。</p> <p>2. 由提取貸款日起至第1期還款日前1個曆月 (「60日免息免供」期) 內，客戶可選擇隨時一次性以整額支付方式全數清還貸款並繳付手續費，則可獲豁免長達60日之利息、提早清還罰息及其他費用 (惟手續費除外)，例如：客戶於2021年7月5日提取貸款，客戶可享有由2021年7月5日至2021年9月5日之「60日免息免供」還款假期，其第1期還款日為2021年10月5日，如客戶於2021年7月5日至2021年9月5日期間內提前全數還款，除可享有免息免供優惠外，更可獲豁免提早清還罰息。</p> <p>3. 客戶明白本公司不接納客戶作部份提早還款。</p> <p>4. 如在60日免息免供期內沒有按上述本部份第2條全數清還整筆貸款，利息將按貸款合約 / 貸款確認書內之條款及細則由首次還款日前1個曆月開始計算。</p> <p>5. 如在60日免息免供期後提前還款，須按本部份內列明之條款及細則計算及繳付利息、提早還款罰息及其他費用。</p> <p>6. 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元 (以每次逾期月計) 以彌補額外行政支出。客戶需另支付逾期利息，該利息由到期未付之日計至付款之日，按每月還款以實際月利率加0.875%每日計算。</p> <p>7. 倘客戶申請還款方法與貸款合約 / 貸款確認書訂明之還款期過程相異時，必須事先經本公司同意，客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息 (如有)、適用費用、收費、開支及支出，不論該請求是由客戶或本公司提出，在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：</p> <p>(i) 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；</p> <p>(ii) 一筆相等於剩餘未付之每月還款總和之99%的款額。</p> <p>惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息另加上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款 (如有) 內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。</p> | <p>甲部及乙部</p> <p>甲、一般私人貸款 / 結餘轉戶私人貸款 / 專業貸款 / 裝修貸款</p> <p>1. 一般私人貸款 / 結餘轉戶私人貸款 / 專業貸款 / 裝修貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵牾之處或歧異，應以本條款及細則為準。</p> <p>2. 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息 (如有)、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出，在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。</p> <p>乙、「60日免息免供」私人貸款</p> <p>1. 「60日免息免供」私人貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵牾之處或歧異，應以本條款及細則為準。</p> <p>2. 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息 (如有)、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出，在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。</p> <p>3. 客戶明白本公司不接納客戶作部份提早還款。</p> |
| <p>乙部</p> <p>乙、升學進修貸款</p> <p>1. 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費，所有貸款手續費須於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同，所有已繳付之手續費，不論任何情況下均不獲退還。</p> <p>2. 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元 (以每次逾期月計) 以彌補額外行政支出。客戶需另支付逾期利息，該利息由到期未付之日計至付款之日，按每月還款以實際月利率加0.875%每日計算。</p> <p>3. 倘客戶申請還款方法與貸款合約 / 貸款確認書訂明之還款期過程相異時，必須事先經本公司同意，客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息 (如有)、適用費用、收費、開支及支出，不論該請求是由客戶或本公司提出，在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：</p> <p>(i) 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；</p> <p>(ii) 一筆相等於剩餘未付之每月還款總和之99%的款額。</p> <p>惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息另加上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款 (如有) 內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。</p> <p>4. 客戶須於華僑永亨銀行 (「本行」) 開立儲蓄存款戶口，並以該戶口作為升學進修貸款之還款戶口。</p> <p>5. 客戶知悉及同意 HK\$200 現金書券 (「現金券」) 優惠只適用於成功申請及提取 HK\$50,000 或以上之升學進修貸款，並以12個月或以上為還款期之客戶，每名合資格貸款人只可獲優惠一次，現金券將於客戶提取貸款後6個星期內按本公司記錄的客戶通訊地址寄予客戶。</p> <p>6. 客戶知悉及同意本行電匯手續費回贈優惠只適用於成功申請及提取 HK\$200,000 或以上之升學進修貸款，並以24個月或以上作還款期之客戶，每名合資格貸款人最多可獲此優惠十次。客戶必須於電匯後一個月內及於清還整筆升學進修貸款日或之前提交由本行發出之電匯收據副本 (其收款銀行之所在國家需與升學進修貸款申請表及畢業證書或學生證上列明之院校所在國家一致)，客戶為進行有關匯款交易所應付之電匯手續費將於提交電匯收據副本後一個月內存入合資格客戶之還款戶口。客戶須於電匯手續費回贈前沒有累積超過14日之逾期還款紀錄，方可享有此優惠。</p> <p>7. 客戶知悉及同意獎學金優惠只適用於成功申請及提取 HK\$200,000 或以上之升學進修貸款，並以24個月或以上作還款期之客戶，每名合資格貸款人只可獲此優惠一次，客戶必須成功繳付不少於6期升學進修貸款之全數每月供款及於領取獎學金前沒有累積超過14日之逾期還款紀錄，並於第6期到期付款日至清還整筆升學進修貸款日期間提交畢業證書或成績單副本 (其學生姓名、院校名稱及課程名稱需與升學進修貸款申請表及畢業證書或學生證上之資料一致)，方可享有此優惠。獎學金將於提交畢業證書或成績單後一個月內存入合資格客戶之還款戶口，適用於貸款額 HK\$600,000 至 HK\$1,200,000 之獎學金為 HK\$2,500，而適用於貸款額 HK\$200,000 至 HK\$599,999 之獎學金為 HK\$1,000。</p> <p>8. 客戶保證此貸款是作升學進修用途，若貸款非作升學進修之用，本公司有絕對權利要求客戶提早清還貸款。客戶同意本公司有絕對權利要求客戶提供有關升學進修之相關資料，包括但不限於學費單、學生證、畢業證書或成績單。</p> <p>9. (如貸款申請人並非報讀有關課程之學生) 客戶特此聲明、確認及承認客戶已得到報讀有關課程之學生的同意向本公司披露其資料 (包括但不限於其姓名、學生證、畢業證書、成績單及學費單) 及准許本公司使用其資料作為申請本貸款及在貸款批核後評估是否提供優惠予本人之用途及本公司 (但無責任) 告知該學生其資料是由客戶提供。</p> | <p>丙部</p> <p>丙、升學進修貸款</p> <p>1. 貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵牾之處或歧異，應以本條款及細則為準。</p> <p>2. 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息 (如有)、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出，在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。</p> <p>3. 客戶須於華僑永亨銀行 (「本行」) 開立儲蓄存款戶口，並以該戶口作為升學進修貸款之還款戶口。</p> <p>4. 客戶保證此貸款是作升學進修用途，若貸款非作升學進修之用，本公司有絕對權利要求客戶提早清還貸款。客戶同意本公司有絕對權利要求客戶提供有關升學進修之相關資料，包括但不限於學費單、學生證、畢業證書或成績單。</p> <p>5. (如貸款申請人並非報讀有關課程之學生) 客戶特此聲明、確認及承認客戶已得到報讀有關課程之學生的同意向本公司披露其資料 (包括但不限於其姓名、學生證、畢業證書、成績單及學費單) 及准許本公司使用其資料作為申請本貸款及在貸款批核後評估是否提供優惠予本人之用途及本公司 (但無責任) 告知該學生其資料是由客戶提供。</p> |
| <p>丙部</p> <p>丙、專業貸款</p> <p>1. 客戶於此貸款申請中可獲全數免手續費。</p> <p>2. 若客戶未能依期償付每月還款額，本公司有權向客戶隨時徵收手續費港幣200元 (以每次逾期月計) 及需另支付逾期利息，該利息由逾期未付之每月還款的到期日直至實際付款之日逐日累計，息率按逾期未付之每月還款額以0.0821918%計算 (或港幣50元，以較高者為準)。</p> <p>3. 倘客戶申請還款方法與貸款合約 / 貸款確認書訂明之還款期過程相異時，必須事先經本公司同意，客戶需於提前償還貸款時支付提早清還貸款之服務費，不論該請求是由客戶或本公司提出，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司</p> | <p>合併於甲部</p> <p>(請參閱修訂後之甲部如上)</p> |

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| <p>支付將計算至下一個供款日的利息、貸款應付之所有欠款、一切其他有關款項、逾期利息（如有）、適用費用、收費、開支及支出與及相等於剩餘本金之3%之附加費，作為提早清還貸款之服務費。</p> <p>丁部</p> <p>丁、裝修貸款</p> <p>1. 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費，所有貸款手續費須於確認貸款時全數繳付，客戶所需繳交之手續費會因還款期之長短而有所不同，所有已繳付之手續費，不論任何情況下均不獲退還。</p> <p>2. 若客戶未能依期償付每月還款額，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）及需另外支付逾期利息，該利息由逾期未付的每月還款額到期日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.0657534%計算（或港幣50元，以較高者為準）。</p> <p>3. 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意，客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息（如有）、適用費用、收費、開支及支出，不論該請求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：</p> <p>(i) 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；</p> <p>(ii) 一筆相等於剩餘未付之每月還款總和之99%的款額。</p> <p>惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費，為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款（如有）內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。</p> | <p>合 併 於 甲部</p> <p>（請參閱修訂後之甲部如上）</p> |
| <p>貸款之條款及細則（適用於稅務貸款）</p> | <p>貸款之條款及細則（適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款）</p> |
| <p>甲部</p> <p>甲、稅務貸款</p> <p>(i) 稅務貸款</p> <p>「即供免息」稅務貸款計劃</p> <p>1. 「即供免息」稅務貸款計劃須受本條款及細則及貸款合約之條款及細則約束，本條款及細則及貸款合約之條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。</p> <p>2. 成功申請「即供免息」稅務貸款計劃之客戶可享每月息0%。</p> <p>3. 客戶每年需繳批核之貸款金額總繳付總貸款額之0.69%或以上之手續費，還款期不足1年亦須繳付全年之手續費，本公司可按其絕對酌情權因應貸款額、客戶之信貸評級及人息證明釐定有關手續費，而該手續費將與貸款金額一併計算於每月還款內繳付，客戶所需繳交之手續費會因還款期之長短而有所不同，所有已繳付之手續費，不論任何情況下均不獲退還。</p> <p>4. 若客戶未能依期償付每月還款額，客戶同意向本公司支付手續費港幣200元（以每次逾期月計）及需另外支付逾期利息，該利息由逾期未付的每月還款額到期日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.0657534%計算（或港幣50元，以較高者為準）。</p> <p>5. 客戶明白及同意任何有關更改貸款合約/貸款確認書訂明之還款方法及還款期之申請須獲本公司批核，客戶需於提前償還貸款時支付提早還款手續費，不論該請求是由客戶或本公司提出，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下各項：</p> <p>(i) 未清還的貸款本金及應計利息，兩者均須根據貸款合約所訂之實際月利率（「實際月利率」）按月重新計算或計算至及包括清還當日；</p> <p>(ii) 就貸款應付之一切其他有關款項、逾期利息（如有）、費用、收費、開支及支出；</p> <p>(iii) 由清還貸款翌日起按實際月利率計算至下一個每月還款日的利息（首尾兩天包括在內）；及</p> <p>(iv) 相等於未清還的貸款本金（按實際月利率重新計算或計算）之2%的提早還款手續費，惟上述(ii)及(iii)之總和須不少於港幣500元。</p> <p>6. 實際利率是一個參考利率，以年化利率展示本產品的基本利率及其他費用與收費，實際利率乃根據客戶之財政狀況而釐定。</p> <p>7. 本公司於釐定最終實際利率、貸款額及還款期時，可按其絕對酌情權參考包括但不限於市場上由其他銀行及/或財務機構所提供的相同貸款額及還款期之實際利率、客戶之信貸評級及人息證明。本公司保留批核此貸款之最終實際利率、貸款額、還款期及釐定此貸款之條款及細則之最終決定權。如有任何爭議，本公司的決定將是最終及不可推翻，並對客戶具約束力。</p> <p>8. 本公司有權以其絕對酌情決定權把獲批核之貸款金額之特定金額直接交付給稅務局，客戶明白及同意若於申請過程有任何延誤及/或任何投遞延誤或遺失及/或任何其他原因以致未能如期將上述款項交付給稅務局，本公司對前述有關之任何損失、賠償、費用或支出（包括但不限於任何招致之附加費及罰款）概不負責，亦無須向任何客戶作出任何賠償。同時，客戶明白及同意其償還貸款及遵守所有有關條款及細則之責任仍然保持不變。</p> <p>(ii) 稅務貸款計劃—私人貸款</p> <p>1. 稅務貸款計劃—私人貸款須受本條款及細則及貸款合約之條款及細則約束，本條款及細則及貸款合約之條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。</p> <p>2. 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費，所有貸款手續費須於確認貸款時全數繳付或與貸款金額一併計算於每月還款內繳付，客戶所需繳交之手續費會因還款期之長短而有所不同，所有已繳付之手續費，不論任何情況下均不獲退還。</p> <p>3. 若客戶未能依期償付每月還款，客戶同意向本公司支付手續費港幣200元（以每次逾期月計）及逾期利息，該利息由到期日計至付款之日，按每月還款以實際月利率加0.875%每日計算。</p> <p>4. 客戶明白及同意任何有關更改貸款合約/貸款確認書訂明之還款方法及還款期之申請須獲本公司批核，客戶需於提前償還貸款時支付提早還款手續費，貸款應付之一切其他有關款項、逾期利息（如有）、適用費用、收費、開支及支出，不論該請求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：</p> <p>(i) 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；</p> <p>(ii) 一筆相等於剩餘未付之每月還款總和之99%的款額。</p> <p>惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費，為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款（如有）內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。</p> <p>5. 實際利率是一個參考利率，以年化利率展示本產品的基本利率及其他費用與收費，實際利率乃根據客戶之財政狀況而釐定。</p> <p>6. 本公司有權以其絕對酌情決定權把獲批核之貸款金額之特定金額直接交付給稅務局，客戶明白及同意若於申請過程有任何延誤及/或任何投遞延誤或遺失及/或任何其他原因以致未能如期將上述款項交付給稅務局，本公司對前述有關之任何損失、賠償、費用或支出（包括但不限於任何招致之附加費及罰款）概不負責，亦無須向任何客戶作出任何賠償。同時，客戶明白及同意其償還貸款及遵守所有有關條款及細則之責任仍然保持不變。</p> | <p>丁部</p> <p>丁、純稅務貸款/稅務貸款計劃—私人貸款</p> <p>1. 純稅務貸款/稅務貸款計劃—私人貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束，而本公司亦可隨時發出、變更、更改或更換有關條款，本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。</p> <p>2. 客戶明白並同意，就貸款合約/貸款確認書/其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意，客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、逾期利息（如有）、適用費用、收費、開支及支出，不論該請求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約/貸款確認書/其他適用於貸款的條款及細則訂明之提早還款費用。</p> <p>3. 本公司有權以其絕對酌情決定權把獲批核之貸款金額之特定金額直接交付給稅務局，客戶明白及同意若於申請過程有任何延誤及/或任何投遞延誤或遺失及/或任何其他原因以致未能如期將上述款項交付給稅務局，本公司對前述有關之任何損失、賠償、費用或支出（包括但不限於任何招致之附加費及罰款）概不負責，亦無須向任何客戶作出任何賠償。同時，客戶明白及同意其償還貸款及遵守所有有關條款及細則之責任仍然保持不變。</p> |
| <p>貸款之條款及細則（適用於私人貸款、升學進修貸款、專業貸款及裝修貸款）* / 貸款之條款及細則（適用於稅務貸款）*</p> | <p>貸款之條款及細則（適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款）</p> |
| <p>戊 / * 乙部</p> | <p>戊部</p> |
| <p>第1條</p> <p>1. 每項融通或貸款（「貸款」）均按以下基準批出：客戶保證：(a) 每項有關融通或貸款，就本行而言，並非：(i) 超出《銀行業（風險承擔限制）規則》（第1555章）第8部，及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》所訂明的法定限度的融通或貸款；或(ii) 《公司條例》（第622章）第11部第2分部所禁止的貸款、類似貸款及借貸交易；(b) 客戶、或其任何董事、合夥人、經理或代理人，或其任何擔保人，就任何上述規則、上述條例或監管政策手冊而言，並非以任何方式與本行（或其控股公司或其任何附屬公司及聯屬公司）的任何董事、行政總裁、高級管理人員、主要職員、從事貸款審批的僱員、控權人或小股東控權人、或本行的有關連實體有關、關連或聯繫；及(c) 無論如何，客戶並不是銀行的由上述規則所規定的關連一方，及並不是銀行的由上述條例所規定的有關連實體，如在批出任何有關融通或貸款後，前述任何保證不再準確或將成為失實，則客戶承諾將會立即通知本行。</p> <p>2. 每項融通或貸款（「貸款」）均按以下基準批出：客戶保證：(a) 每項有關融通或貸款，就華僑永亨銀行有限公司（「銀行」）而言，並非：(i) 超出《銀行業（風險承擔限制）規則》（第1555章）第8部及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》所訂明的法定限度的融通或貸款；或(ii) 《公司條例》（第622章）第11部第2分部所禁止的貸款、類似貸款及借貸交易；(b) 客戶、或其任何董事、合夥人、經理或代理人，或其任何擔保人，就任何上述規則、上述條例或監管政策手冊而言，並非以任何方式與銀行（或其控股公司或其任何附屬公司及聯屬公司）的任何董事、行政總裁、高級管理人員、主要職員、從事貸款審批的僱員、控權人或小股東控權人、或銀行的有關連實體有關、關連或聯繫；及(c) 無論如何，客戶並不是銀行的由上述規則所規定的關連一方，及並不是銀行的由上述條例所規定的有關連實體，如在批出任何有關融通或貸款後，前述任何保證不再準確或將成為失實，則客戶承諾將會立即通知銀行及本公司。</p> | <p>第1條</p> <p>1. 每項融通或貸款（「貸款」）均按以下基準批出：客戶保證：(a) 每項有關融通或貸款，就銀行而言，並非：(i) 超出《銀行業（風險承擔限制）規則》（第1555章）第8部，及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》所訂明的法定限度的融通或貸款；或(ii) 《公司條例》（第622章）第11部第2分部所禁止的貸款、類似貸款及借貸交易；(b) 客戶、或其任何董事、合夥人、經理或代理人，或其任何擔保人，就任何上述規則、上述條例或監管政策手冊而言，並非以任何方式與銀行（或其控股公司或其任何附屬公司及聯屬公司）的任何董事、行政總裁、高級管理人員、主要職員、從事貸款審批的僱員、控權人或小股東控權人、或銀行的有關連實體有關、關連或聯繫；及(c) 無論如何，客戶並不是銀行的由上述規則所規定的關連一方，及並不是銀行的由上述條例所規定的有關連實體，如在批出任何有關融通或貸款後，前述任何保證不再準確或將成為失實，則客戶承諾將會立即通知銀行及本公司。</p> |
| <p>貸款之條款及細則（適用於私人貸款、升學進修貸款、專業貸款及裝修貸款）</p> | <p>貸款之條款及細則（適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款）</p> |
| <p>戊部</p> <p>戊、共同適用的條款及細則</p> <p>第3條</p> <p>3. 客戶同意及承諾遵照貸款之條款及細則依時清還全部貸款額、利息、手續費、彌償費及一切其他貸款所需支付之費用，如客戶未能依照上述方法償還，本公司可依法追討。</p> | <p>戊部</p> <p>戊、共同適用的條款及細則</p> <p>第3條</p> <p>3. 客戶同意及承諾遵照貸款之條款及細則及所有相關條款及細則及依時清還全部貸款額、利息、手續費、彌償費及一切其他貸款所需支付之費用，如客戶未能依照上述方法償還，本公司可依法追討。</p> |
| <p>貸款之條款及細則（適用於稅務貸款）</p> | <p>貸款之條款及細則（適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款）</p> |
| <p>乙部</p> <p>乙、共同適用的條款及細則</p> | <p>戊部</p> <p>戊、共同適用的條款及細則</p> |

| | | |
|-------------------|---|---|
| <p>*不適用 / 不適用</p> | <p>第 39 條 第 41 條 第 40 條 第 41 條 第 43 條 第 42 條 第 44 條</p> | <p>第 41 條 第 42 條 第 43 條 第 44 條 第 45 條</p> |
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閣下現可瀏覽 <https://www.ocbcwhcr.com/o/tc/about-us/customer-notices/index.html> 以查閱、下載並儲存本文件之電子版本。

若 閣下拒絕接受上述修訂，請於上述修訂生效日前以書面通知本公司取消閣下之私人貸款、升學進修貸款、專業貸款、裝修貸款及 / 或稅務貸款戶口 (如適用)，並即時清還貸款賬戶內的所有欠款。否則，閣下將被視作同意上述之條款及細則之修訂。

乙) 接收非紙本通知之安排

自二零二二年十月起，本公司或會以非紙本形式向 閣下提供各項通知。如 閣下希望以紙本形式接收本公司的各項通知，閣下可於本通知發出日起計三十天內向本公司提出，否則，閣下將被視作同意以非紙本形式接收本公司之各項通知。如有需要，閣下亦可另行向本公司職員索取有關通知之紙本文件，以作日後參考之用。

如有任何查詢，歡迎聯絡客戶服務主任。

華僑永亨信用財務有限公司
二零二二年十月

如本通知的中、英文版本存有任何歧異，一概以英文版本為準。

Notice of Amendment to the OCBC Wing Hang Credit Limited (“the Company”) Loan Terms and Conditions and the Arrangement of Receiving Non-Paper Format Notices

A) Notice of Amendment to the OCBC Wing Hang Credit Limited (“the Company”) Loan Terms and Conditions

With effect from 14 November 2022, the Company's Loan Terms and Conditions shall be amended as follows:

1. The Company's Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan) and the Company's Loan Terms and Conditions (Applicable to Tax Loan) shall be combined as the Company's **Loan Terms and Conditions (Applicable to General Personal Loan, Balance Transfer Personal Loan, Professional Loan, Decoration Loan, “60-Day Interest-Free Payment Holiday” Personal Loan, Education Loan, and Tax Loan)** with the following amendments. (contents with amendment are underlined for indication):

| Existing | New |
|---|---|
| Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan) | Loan Terms and Conditions (Applicable to General Personal Loan, Balance Transfer Personal Loan, Professional Loan, Decoration Loan, “60-Day Interest-Free Payment Holiday” Personal Loan, Education Loan, and Tax Loan) |
| A | A & B |
| <p>A. Personal Loan 1. General Personal Loan / Balance Transfer Personal Loan 1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation or is added onto the loan amount and paid together with the monthly repayments. The handling fee may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances. 2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest subject to calculation by one of the below methods which is confirmed by the Company: i) overdue interest at the interest rate of monthly effective rate plus 0.875% calculated from the due date until the date of actual repayment ii) at the rate of 0.1315068% on the amount of any outstanding monthly instalment(s) calculated on a daily basis from the due date of repayment of such outstanding monthly instalment(s) until the date of actual repayment (or HK\$50, whichever is higher). 3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Promissory Note (“the Note”) / Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and customer’s repayment of the lower of the following:- (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis; ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan. Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the monthly effective rate on a monthly basis plus an early repayment handling fee of HK\$1,500, customer shall pay the outstanding principal of the Loan and accrued interest at the monthly effective rate plus the aforesaid early repayment handling fee. For the purpose of calculating the amount under (i) above, the monthly effective rate plus 0.875% shall be applied by the Company to re-apportion the proportion of principal and interest of the monthly instalments already repaid by customer (if any) so as to re-calculate the outstanding principal of the Loan payable by customer and the interest payable by customer shall be calculated by the Company on the outstanding principal of the Loan at the monthly effective rate plus 0.875% on a monthly basis and accrued up to the repayment date. III) “60-Day Interest-Free Payment Holiday” Personal Loan 1. For repayment tenor of 12 months or less, the handling fee is 1.5% per annum of the loan amount. For repayment tenor of over 12 months, the handling fee is 1% of the approved loan amount per annum. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances. 2. During the period between the date of drawdown of the Loan and one calendar month before the First Repayment Date (“60-Day Interest-free Payment Holiday”), customer can repay the Company the full amount of Loan in one lump sum at any time, together with the relevant handling fee. Interest for a period of up to 60 days and early repayment penalty or fees (except the handling fee) shall be waived. E.g. If customer draws the loan on 5 July 2021, customer can enjoy the 60-Day Interest-free Payment Holiday in the period from 5 July 2021 to 5 September 2021. The first repayment date will be 5 October 2021. If customer makes full early settlement within the period from 5 July 2021 to 5 September 2021, not only the privilege of Interest-free Payment Holiday can be enjoyed but also the early settlement penalty can be waived. 3. Customer understands that partial prepayment of the Loan is not permissible. 4. If full early repayment is not made during the 60-Day Interest-free Payment Holiday in accordance with the above clause 2, interest will be charged and calculated in accordance with the Note/Loan Confirmation Letter as from one calendar month before the First Repayment Date. 5. In case of any early repayment after the 60-Day Interest-Free Payment Holiday, interest, early repayment penalty and other fees will be charged and calculated as specified in the terms and conditions of this section. 6. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment. 7. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and customer’s repayment of the lower of the following:- (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis; ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan. Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the monthly effective rate on a monthly basis plus an early repayment handling fee of HK\$1,500, customer shall pay the outstanding principal of the Loan and accrued interest at the monthly effective rate plus the aforesaid early repayment handling fee. For the purpose of calculating the amount under (i) above, the monthly effective rate plus 0.875% shall be applied by the Company to re-apportion the proportion of principal and interest of the monthly instalments already repaid by customer (if any) so as to re-calculate the outstanding principal of the Loan payable by customer and the interest payable by customer shall be calculated by the Company on the outstanding principal of the Loan at the monthly effective rate plus 0.875% on a monthly basis and accrued up to the repayment date.</p> | <p>A. General Personal Loan / Balance Transfer Personal Loan / Professional Loan / Decoration Loan 1. General Personal Loan / Balance Transfer Personal Loan / Professional Loan / Decoration Loan subject to the terms and conditions herein, the terms and conditions in the Promissory Note (“Note”) and other terms and conditions applicable to the Loan (as defined below). The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency. 2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan.</p> <p>B. “60-Day Interest-Free Payment Holiday” Personal Loan 1. “60-Day Interest-Free Payment Holiday” Personal Loan is subject to the terms and conditions herein, the terms and conditions in the Note and other terms and conditions applicable to the Loan. The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency. 2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note / Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan. 3. Customer understands that partial prepayment of the Loan is not permissible.</p> |
| B | C |
| <p>B. Education Loan 1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances. 2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment. 3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and customer’s repayment of the lower of the following:- (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis; ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan. Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the monthly effective rate on a monthly basis plus an early repayment handling fee of HK\$1,500, customer shall pay the outstanding principal of the Loan and accrued interest at the monthly effective rate plus the aforesaid early repayment handling fee. For the purpose of calculating the amount under (i) above, the monthly effective rate plus 0.875% shall be applied by the Company to re-apportion the proportion of principal and interest of the monthly instalments already repaid by customer (if any) so as to re-calculate the outstanding principal of the Loan payable by customer and the interest payable by customer shall be calculated by the Company on the outstanding principal of the Loan at the monthly effective rate plus 0.875% on a monthly basis and accrued up to the repayment date.</p> | <p>C. Education Loan 1. Education Loan is subject to the terms and conditions herein, the terms and conditions in the Note and other terms and conditions applicable to the Loan. The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency. 2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan. 3. Customer should open a deposit savings account with OCBC Wing Hang Bank (“Bank”) and use it as the repayment account of the Education Loan. 4. The loan amount applied is for the purpose of education. If the Loan is not for the purpose of education, the Company shall have the absolute right to request Customer to make early repayment of the Loan. Customer agrees that the Company has the absolute right to request Customer to provide related information (including but not limited to receipt of tuition fee payment, student card, certificate of graduation or examination slip). 5. (Applicable if the loan applicant is not the student enrolled to the course) Customer hereby declares, confirms and acknowledges that Customer has obtained the prior consent from the student enrolled to the course for his/her information (including but not limited to his/her name, student card, certificate of graduation, examination result slip and receipt of tuition fee payment) to be disclosed to and used by the Company for the purpose of this loan application and assessment of whether to offer any privileges to Customer after approval of the loan application and the Company may (but is not obliged to) inform the student that such information is provided by Customer.</p> |

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| <p>4. Customer should open a deposit saving account in OCBC Wing Hang Bank ("Bank") and uses it as the repayment account of the Education Loan.</p> <p>5. Customer understands and agrees that the privilege of HK\$200 book store cash coupon ("Cash Coupon") is applicable to customer who has successfully applied for and drawn the Loan with loan amount of HK\$50,000 or above and loan tenor of 12 months or above. Each customer can only enjoy this privilege once. The Cash Coupon will be sent to customers' correspondence address according to the Company' s record by mail within 6 weeks after the loan drawdown.</p> <p>6. Customer understands and agrees that the privilege of the Bank telegraphic transfer handling fee rebate is only applicable to customer who has successfully applied for and drawn the Loan with loan amount of HK\$200,000 or above and loan tenor of 24 months or above. Each customer can only enjoy this privilege for up to 10 times. To enjoy this privilege, customer must have submitted the copy of the receipt of telegraphic transfer which is issued by the Bank (where the country of the payee' s bank should match with the country where the education institution is located as provided in the application form and tuition fee proof/student card) within 1 month after using the telegraphic transfer service and before the settlement date of the Loan. The telegraphic transfer handling fee paid by the customer will be disbursed to eligible customers' repayment account within 1 month after submission of the copy of the receipt of telegraphic transfer. Customer should have no more than 14 days of accumulated late repayment record on or before the date of disbursement in order to enjoy this privilege.</p> <p>7. Customer understands and agrees that the privilege of Scholarship is only applicable to customer who has successfully applied for and drawn the Loan with loan amount of HK\$200,000 or above and loan tenor of 24 months or above. Each customer can only enjoy this privilege once. Customer must have successfully paid full amount of at least 6 monthly instalments with no more than 14 days of accumulated late repayment record on or before the date of Scholarship disbursement, and submit the copies of Certificate of Graduation or Transcript (where the student name, educational institution name and course name should match with those provided in the application form and as listed in tuition fee demand note/student card) within the period from 6th instalment repayment due date to the settlement date of the Loan in order to enjoy this privilege. The Scholarship will be disbursed to eligible customers' repayment account within 1 month after submission of the Certificate of Graduation or Transcript. The Scholarship applicable to loan amount HK\$600,000 to HK\$1,200,000 is HK\$2,500 and the Scholarship applicable to loan amount HK\$200,000 to HK\$599,999 is HK\$1,000.</p> <p>8. The loan amount applied is for the purpose of education. If the Loan is not for the purpose of education, the Company shall have the absolute right to request customer to make early repayment of the Loan. Customer agrees that the Company has the absolute right to request customer to provide related information (including but not limited to receipt of tuition fee payment, student card, certificate of graduation or examination slip).</p> <p>9. (Applicable if the loan applicant is not the student enrolled to the course) Customer hereby declares, confirms and acknowledges that customer has obtained the prior consent from the student enrolled to the course for his/her information (including but not limited to his/her name, student card, certificate of graduation, examination result slip and receipt of tuition fee payment) to be disclosed to and used by the Company for the purpose of this loan application and assessment of whether to offer the privileges to customer after approval of the loan application and the Company may (but not obliged) inform the student that such information is provided by customer.</p> | | |
| <p>C. Professional Loan</p> <p>1. The handling fee will be fully waived for customers who apply this loan.</p> <p>2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the rate of 0.0821918% on the amount of any outstanding monthly instalment(s) calculated on a daily basis from the due date of repayment of such outstanding monthly instalment(s) until the date of actual repayment (or HK\$50, whichever is higher).</p> <p>3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment service charge of the Loan at the time of early repayment whether such request is made by customer or the Company. Early repayment of the Loan is permissible subject to the Company' s prior consent and customer' s repayment of the outstanding principal of the Loan, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan as well as the interest that would otherwise have been payable on the next monthly repayment date plus an early repayment service charge equal to 3% on outstanding principal of the Loan.</p> | Combined in A | (Please refer to Part A above.) |
| <p>D. Decoration Loan</p> <p>1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.</p> <p>2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the rate of 0.0657534% on the amount of any outstanding monthly instalment(s) calculated on a daily basis from the due date of repayment of such outstanding monthly instalment(s) until the date of actual repayment (or HK\$50, whichever is higher).</p> <p>3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company' s prior consent and customer' s repayment of the lower of the following:-</p> <p>(i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;</p> <p>(ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.</p> <p>Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the monthly effective rate on a monthly basis plus an early repayment handling fee of HK\$1,500, customer shall pay the outstanding principal of the Loan and accrued interest at the monthly effective rate plus the aforesaid early repayment handling fee. For the purpose of calculating the amount under (i) above, the monthly effective rate plus 0.875% shall be applied by the Company to re-apportion the proportion of principal and interest of the monthly instalments already repaid by customer (if any) so as to re-calculate the outstanding principal of the Loan payable by customer and the interest payable by customer shall be calculated by the Company on the outstanding principal of the Loan at the monthly effective rate plus 0.875% on a monthly basis and accrued up to the repayment date.</p> | Combined in A | (Please refer to Part A above.) |
| <p>Loan Terms and Conditions (Applicable to Tax Loan)</p> <p>A. Tax Loan</p> <p>i) Pure Tax Loan</p> <p>ii) "Interest-Free" Tax Loan</p> <p>1. "Interest-Free" Tax Loan is subject to the terms and conditions herein and the terms and conditions in the Promissory Note ("Note"). In the event of conflict or inconsistency between the terms and conditions herein and those contained in the Note, these terms and conditions shall prevail to the extent of such conflict or inconsistency.</p> <p>2. Customer who has successfully applied for the "Interest-Free" Tax Loan can enjoy a monthly flat rate at 0%.</p> <p>3. Handling fee of 0.69% or above of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee shall be determined by the Company at its absolute discretion according to loan amount, customer' s credit rating and income proof. The handling fee shall be added onto the loan amount and to be paid together with the monthly instalments. The handling fee may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.</p> <p>4. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the rate of 0.0657534% on the amount of any outstanding monthly instalment(s) calculated on a daily basis from the due date of repayment of such outstanding monthly instalment(s) until the date of actual repayment (or HK\$50, whichever is higher).</p> <p>5. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee of the loan at the time of early repayment whether such request is made by customer or the Company. Early repayment of the loan is permissible subject to the Company' s prior consent and customer' s repayment of the following:</p> <p>(i) the outstanding principal of the loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of the monthly effective rate of the loan as stated in the Note ("Monthly Effective Rate") on a monthly basis;</p> <p>(ii) all other monies, overdue interests (if any), fees, charges, costs and expenses payable under the loan;</p> <p>(iii) interest calculated at the Monthly Effective Rate for the period commencing from the day after the repayment date to the next monthly instalment payment date (both days inclusive); and</p> <p>(iv) early repayment handling fee equal to 2% on the outstanding principal of the loan (recalculated or calculated at the Monthly Effective Rate).</p> <p>Provided always that the combined sum of (iii) and (iv) shall be not less than HK\$500.</p> <p>6. An Annualised Percentage Rate ("APR") is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. APR is determined according to customers' financial condition.</p> <p>7. The Company may, in determining the final APR and loan amount and loan tenor, refer to factors in its absolute discretion, including but not limited to the APR provided by other banks and/or financial institutions in the market with the same loan amount and loan tenor, customer' s credit rating and income proof. The Company reserves the final right and decision on the approval of the final APR, loan amount, loan tenor and other terms and conditions of the loan. In case of any dispute, the decision of the Company shall be final and conclusive and binding on the customer.</p> <p>8. The Company shall be entitled, at its absolute discretion, to pay a specific amount of the approved loan granted to the customer directly to the Inland Revenue Department. If there is any delay during the application process</p> | D | <p>Loan Terms and Conditions (Applicable to General Personal Loan, Balance Transfer Personal Loan, Professional Loan, Decoration Loan, "60-Day Interest-Free Payment Holiday" Personal Loan, Education Loan, and Tax Loan)</p> <p>D. Pure Tax Loan / Personal Loan under Tax Loan Program</p> <p>1. Pure Tax Loan / Personal Loan under Tax Loan Program is subject to the terms and conditions herein, the terms and conditions in the Note and other terms and conditions applicable to the Loan. The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency.</p> <p>2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note /Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company' s prior consent and Customer' s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan.</p> <p>3. The Company shall be entitled, at its absolute discretion, to pay a specific amount of the approved Loan granted to the Customer directly to the Inland Revenue Department. If there is any delay during the application process and/or any delay or loss in posting and/or for any other causes whatsoever and the aforesaid payment to the Inland Revenue Department cannot be made on time, Customer understands and agrees that the Company shall not be liable for any loss, damages, costs, or expenses (including but not limited to any payment of the surcharge or penalty incurred) arising therefrom or in connection therewith and shall not be liable or be responsible for any compensation to the Customer. Customer understands and agrees that his/her obligation to repay the Loan and to observe all relevant terms and conditions shall remain unchanged.</p> |

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| <p>and/or any delay or loss in posting and/or for any other causes whatsoever and the aforesaid payment to the Inland Revenue Department cannot be made on time, customer understands and agrees that the Company shall not be liable for any loss, damages, costs, or expenses (including but not limited to any payment of the surcharge or penalty incurred) arising therefrom or in connection therewith and shall not be liable or be responsible for any compensation to the customer. Customer understands and agrees that his/her obligation to repay the loan and to observe all relevant terms and conditions shall remain unchanged.</p> <p>(1) Personal Loan under Tax Loan Program</p> <p>1. Personal Loan under Tax Loan Program is subject to the terms and conditions herein and the terms and conditions in the Note. In the event of conflict or inconsistency between the terms and conditions herein and those contained in the Note, these terms and conditions shall prevail to the extent of such conflict or inconsistency.</p> <p>2. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation or is added onto the loan amount and paid together with the monthly repayments. The handling fee may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.</p> <p>3. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment.</p> <p>4. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the loan at the time of early repayment whether such request is made by customer or the Company. Without prejudice to the foregoing, early repayment of the loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:-</p> <p>(i) the outstanding principal of the loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the loan on a monthly basis;</p> <p>(ii) a sum equivalent to 99% of the total outstanding monthly instalments of the loan. Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the loan and accrued interest at the monthly effective rate on a monthly basis plus an early repayment handling fee of HK\$1,500, customer shall pay the outstanding principal of the loan and accrued interest at the monthly effective rate plus the aforesaid early repayment handling fee. For the purpose of calculating the amount under (i) above, the monthly effective rate plus 0.875% shall be applied by the Company to re-apportion the proportion of principal and interest of the monthly instalments already repaid by customer (if any) so as to re-calculate the outstanding principal of the loan payable by customer and the interest payable by customer shall be calculated by the Company on the outstanding principal of the loan at the monthly effective rate plus 0.875% on a monthly basis and accrued up to the repayment date.</p> <p>5. An Annualised Percentage Rate ("APR") is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. APR is determined according to customers' financial condition.</p> <p>6. The Company shall be entitled, at its absolute discretion, to pay a specific amount of the approved loan granted to the customer directly to the Inland Revenue Department.</p> <p>If there is any delay during the application process and/or any delay or loss in posting and/or for any other causes whatsoever and the aforesaid payment to the Inland Revenue Department cannot be made on time, customer understands and agrees that the Company shall not be liable for any loss, damages, costs, or expenses (including but not limited to any payment of the surcharge or penalty incurred) arising therefrom or in connection therewith and shall not be liable or be responsible for any compensation to the customer. Customer understands and agrees that his/her obligation to repay the loan and to observe all relevant terms and conditions shall remain unchanged.</p> | <p>Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan)[®] / Loan Terms and Conditions (Applicable to Tax Loan)[^]</p> |
| <p>^{E / ^}B. Common Terms and Conditions Applicable to All Products</p> | <p>^E. Common Terms and Conditions Applicable to All Products</p> |
| <p>^E1. Each facility or loan ("Loan") is granted on the basis that the Customer warrants that : (a) each such facility or loan is not, in relation to the Bank ; (i) a facility or loan in breach of the statutory limits under Part 8 of the Banking (Exposure Limits) Rule (Cap.1555) and the Supervisory Policy Manual (CR-G-9) "Exposures to Connected Parties" issued by the Hong Kong Monetary Authority, or (ii) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the Companies Ordinance (Cap.622); (b) the Customer, or any of its directors, partners, managers or agents, or any of its guarantor is not in any way, for the purposes of any of the said Rule, the said Ordinance and the said Supervisory Policy Manual, related to or connected or associated with any director, chief executive, senior management, key staff, lending officer, controller, minority shareholder controller of the Bank (or its holding company or any of its subsidiaries and affiliates), or any connected entity of the Bank; and (c) in any event, the Customer is not a connected party (as defined under the said Rule and the said Supervisory Policy Manual) of the Bank, and is not a connected entity (as defined under the said Ordinance) of the Bank. The Customer undertakes to notify the Bank immediately if after the granting of any such facility or loan, any of the foregoing warranties ceases to be accurate or becomes untrue.</p> | <p>1. Each facility or loan ("Loan") is granted on the basis that the Customer warrants that : (a) each such facility or loan is not, in relation to OCBC Wing Hang Bank Limited ("the Bank"); (i) a facility or loan in breach of the statutory limits under Part 8 of the Banking (Exposure Limits) Rule (Cap.1555) and the Supervisory Policy Manual (CR-G-9) "Exposures to Connected Parties" issued by the Hong Kong Monetary Authority, or (ii) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the Companies Ordinance (Cap.622); (b) the Customer, or any of its directors, partners, managers or agents, or any of its guarantor is not in any way, for the purposes of any of the said Rule, the said Ordinance and the said Supervisory Policy Manual, related to or connected or associated with any director, chief executive, senior management, key staff, lending officer, controller, minority shareholder controller of the Bank (or its holding company or any of its subsidiaries and affiliates), or any connected entity of the Bank; and (c) in any event, the Customer is not a connected party (as defined under the said Rule and the said Supervisory Policy Manual) of the Bank, and is not a connected entity (as defined under the said Ordinance) of the Bank. The Customer undertakes to notify the Bank and the Company immediately if after the granting of any such facility or loan, any of the foregoing warranties ceases to be accurate or becomes untrue.</p> |
| <p>^E2. Customer hereby agrees that if the Company has approved the Loan and if the approved loan amount has been credited to customer's designated bank account, the terms and conditions of the Loan shall apply.</p> <p>^E2. Customer hereby agrees that if the Company has approved the Loan and if the approved loan amount of the Loan has been credited to customer's designated bank account (upon which the Loan shall be deemed to be accepted by customer), the terms and conditions of the Loan shall apply.</p> | <p>2. Customer hereby agrees that if the Company has approved the Loan and if the approved loan amount of the Loan has been credited to Customer's designated bank account (upon which the Loan shall be deemed to be accepted by Customer), the terms and conditions of the Loan shall apply.</p> |
| <p>^E3. Customer agrees and promises to comply with the terms and conditions of the Loan to repay all loan amount, interest, handling fee, indemnity fee and all charges and expenses related to the Loan. In the event of default by customer to repay as abovementioned, the Company reserves all its right to claim against customer.</p> <p>^E3. Customer agrees and promises to comply with the terms and conditions of the Loan and all other applicable terms and conditions and to repay all loan amount, interest, handling fee, indemnity fee and all charges and expenses related to the Loan. In the event of default by customer to repay as abovementioned, the Company reserves all its right to claim against customer.</p> | <p>3. Customer agrees and promises to comply with the terms and conditions of the Loan and all other applicable terms and conditions and to repay all loan amount, interest, handling fee, indemnity fee and all charges and expenses related to the Loan. In the event of default by Customer to repay as abovementioned, the Company reserves all its right to claim against Customer.</p> |
| <p>^E5. Should there be any cash coupon/prepaid card/gift loss (including but not limited to delivery loss), stolen or destroyed, the Company will not reissue the cash coupon/prepaid card/gift and will not bear any responsibility, nor be liable for any compensation. The Company is not the supplier of the cash coupon/prepaid card/gift. The supplier is responsible for all the related responsibilities and duties of the cash coupons/prepaid card/gift. The Company is not liable for any related responsibilities and duties of the cash coupon/prepaid card/gift and will not make any kind of guarantees and warranties regarding the cash coupon/prepaid card/gift (express or otherwise). Should there be any dispute or complaint or claim (if any) with regard to the coupon/prepaid card/gift, customers should make such demand or claim directly with the supplier. All cash coupons/prepaid card/gift cannot be exchanged into cash or other discount and are bound by terms and conditions of the supplier.</p> <p>^E5. Should there be any cash coupon/prepaid card/gift loss (including but not limited to delivery loss), stolen or destroyed, the Company will not reissue the cash coupon/prepaid card/gift and will not bear any responsibility, nor be liable for any compensation. The Company is not the supplier of the cash coupon/prepaid card/gift. The supplier is responsible for all the related responsibilities and duties of the cash coupons/prepaid card/gift. The Company is not liable for any related responsibilities and duties of the cash coupon/prepaid card/gift and will not make any kind of guarantees and warranties regarding the cash coupon/prepaid card/gift (express or otherwise). Should there be any dispute or complaint or claim (if any) with regard to the coupon/prepaid card/gift, customers should make such demand or claim directly with the supplier. All cash coupons/prepaid card/gift cannot be exchanged into cash or other discount and are subject to the terms and conditions of the supplier.</p> | <p>5. Should there be any cash coupon/prepaid card/gift loss (including but not limited to delivery loss), stolen or destroyed, the Company will not reissue the cash coupon/prepaid card/gift and will not bear any responsibility, nor be liable for any compensation. The Company is not the supplier of the cash coupon/prepaid card/gift. The supplier is responsible for all the related responsibilities and duties of the cash coupons/prepaid card/gift. The Company is not liable for any related responsibilities and duties of the cash coupon/prepaid card/gift and will not make any kind of guarantees and warranties regarding the cash coupon/prepaid card/gift (express or otherwise). Should there be any dispute or complaint or claim (if any) with regard to the coupon/prepaid card/gift, Customers should make such demand or claim directly with the supplier. All cash coupons/prepaid card/gift cannot be exchanged into cash or other discount and are subject to the terms and conditions of the supplier.</p> |
| <p>^E6. Customer acknowledges and agrees that all personal data relating to the customer (the "Data") may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) "OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" or (ii) the prescribed consent given by customer from time to time. Customer also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to customer to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of customer (if any). Customer agrees that the Bank, the Company and any Bank Group Company may from time to time obtain his/her information from any third party(ies), including but not limited to the credit review report(s) from credit reference agency(ies) (if any). Customer understands the contents of "OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" obtained from staff of the Bank/the Company.</p> <p>In the context of this Part, "Bank Group Company" means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company's successors and assigns. "subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).</p> <p>^E6. Customer acknowledges and agrees that all personal data relating to the customer (the "Data") may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) "OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" or (ii) the prescribed consent given by customer from time to time. Customer also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to customer to conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of customer (if any). Customer agrees that the Bank, the Company and any Bank Group Company may from time to time obtain his/her information from any third party(ies), including but not limited to the credit review report(s) from credit reference agency(ies) (if any). Customer understands the contents of "OCBC</p> | <p>6. Customer acknowledges and agrees that all personal data relating to the Customer (the "Data") may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) "OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" or (ii) the prescribed consent given by Customer from time to time. Customer also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to Customer to conduct matching procedures (as defined in the Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of Customer (if any). Customer agrees that the Bank, the Company and any Bank Group Company may from time to time collect data relating to Customer from third parties, including third party service providers with whom Customer interacts in connection with the marketing of the Bank's, the Company's and any Bank Group Company's products and services and in connection with Customer's application for the Bank's, the Company's and any Bank Group Company's products and services (including but not limited to the credit review report(s) from credit reference agency(ies) (if any)). Customer understands the contents of "OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" obtained from staff of the Bank/the Company. In the context of this Part, "Bank Group Company" means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company's successors and assigns. "subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).</p> |

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| | Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance” obtained from staff of the Bank/the Company. In the context of these terms and conditions, “Bank Group Company” means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company’s successors and assigns. “Subsidiary” and “holding company” bear the same meanings given to them under the Companies Ordinance (Cap.622). | | |
| 8 | 8. If any of customer’s personal data and information as provided in application form (including but not limited to personal information, employment information and spouse information) is different from his/her personal data and information record(s) which is currently held by the Company (if any), customer hereby agrees and authorizes the Company to update any of his/her personal data and information record(s) which is held by the Company with immediate effect. For the avoidance of doubt, the Company is not obliged to exercise the power of authorisation stipulated in this provision. 8. If any of customer’s personal data and information as provided in the application form (including but not limited to personal information, employment information and spouse information) is different from his/her personal data and information record(s) which is currently held by the Company (if any), customer hereby agrees and authorizes the Company to update any of his/her personal data and information record(s) which is held by the Company with immediate effect. For the avoidance of doubt, the Company is not obliged to exercise the power of authorisation stipulated in this provision. | 8 | 8. If any of Customer’s personal data and information as provided in the application form (including but not limited to personal information, employment information and spouse information) is different from his/her personal data and information record(s) which is currently held by the Company and/or the Bank (if any), Customer hereby agrees and authorizes the Company and/or the Bank to update any of his/her personal data and information record(s) which is held by the Company and/or the Bank with immediate effect. For the avoidance of doubt, the Company and the Bank are not obliged to exercise the power of authorisation stipulated in this provision. |
| 11 | 11. Customer hereby acknowledges and agrees that any information with respect to customer which is provided by customer at the request of the Company or collected in the course of dealings between customer and the Company may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions; (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect any debts in the Company. 11. Customer hereby acknowledges and agrees that any information with respect to customer which is provided by customer at the request of the Company or collected in the course of dealings between customer and the Company may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions; (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect any debts owed to the Company. | 11 | 11. Customer hereby acknowledges and agrees that any information with respect to Customer which is provided by Customer at the request of the Company or collected in the course of dealings between Customer and the Company may be disclosed to, or used and retained by, any other institution or any debt collection agency(ies), credit reference agency(ies) or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions; (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect any debts owed to the Company. |
| 12 | 12. Customer understands the Company will consider a credit report from TransUnion Limited (“TU”)/Dun & Bradstreet (HK) Limited, and authorizes the Company to access his/her data with TU/Dun & Bradstreet (HK) Limited one or more times for the purposes of credit checking and/or credit review when deemed necessary. To access the report, customer may call TU/Dun & Bradstreet (HK) Limited at (2577-1816/2516-1100). Customer acknowledges that he/she is entitled at any time to request access to his/her information held by the Company and to update and correct such information by writing to the Data Protection Officer, 161 Queen’s Road Central, Hong Kong. | 12 | 12. Customer understands the Company will consider credit report(s) from credit reference agency(ies) and authorizes the Company from time to time to access his/her data with relevant credit reference agency(ies) for once or multiple times for the purposes of credit checking and/or credit review when deemed necessary. If Customer wishes to access the credit report(s), Customer may contact the Company and the Company will advise the contact details of the relevant credit reference agency(ies). Customer acknowledges that he/she is entitled at any time to request access to his/her information held by the Company and to update and correct such information by writing to the Data Protection Officer, 161 Queen’s Road Central, Hong Kong or via email: enquiry_hk@ocbcwh.com |
| 13 | 13. Customer agrees and understands that the application may be cancelled should he/she fails to accept the loan in writing to the Company within 30 days from the approval date of the application. | 13 | 13. Customer agrees and understands that the application may be cancelled should he/she fail to accept the Loan in writing to the Company within 30 days from the approval date of the application. |
| 14 | 14. Customer acknowledges that, customer has the right in relation to data which has been provided by the Company to a credit reference agency, to instruct the Company upon termination of his/her account with the Company by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the said account have a default of payment lasting in excess of 60 days within 5 years immediately before the termination of the said account. | 14 | 14. Customer acknowledges that Customer has the right, in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to credit reference agency(ies), to instruct the Company upon termination of his/her account with the Company by full repayment to make a request to credit reference agency(ies) to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the said account have a default of payment lasting in excess of 60 days within 5 years immediately before the termination of the said account. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to credit reference agency(ies)), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)). |
| 15 | 15. Customer acknowledges that in the event of any default of payment relating to his/her account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, his/her account repayment data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default. | 15 | 15. Customer acknowledges that in the event of any default of payment relating to his/her account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, his/her account repayment data may be retained by credit reference agency(ies) until the expiry of five years from the date of final settlement of the amount in default. |
| 16 | 16. Customer acknowledges that in the event any amount in his/her account is written-off due to a bankruptcy order being made against him/her, his/her account repayment data may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by him/her with evidence to the credit reference agency, whichever is earlier. Customer undertakes that if customer notifies such credit reference agency(ies) of his/her discharge from a bankruptcy, customer shall also notify the Company simultaneously. | 16 | 16. Customer acknowledges that in the event any amount in his/her account is written-off due to a bankruptcy order being made against him/her, his/her account repayment data may be retained by credit reference agency(ies), regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by him/her with evidence to the credit reference agency(ies), whichever is earlier. Customer undertakes that if Customer notifies such credit reference agency(ies) of his/her discharge from a bankruptcy, Customer shall also notify the Company simultaneously. |
| 17 | 17. To avoid any unnecessary conflict(s) and complaint(s) which may arise between customer and the Company, and to protect the parties’ respective interests, customer agrees that the Company may record and retain the records of his/her conversation(s) with the staff of the Company and/or agents of the Company (including taping telephone conversation(s) and retaining those records) and such records shall as against customer be conclusive evidence of the content of the conversation(s) so recorded. | 17 | 17. To avoid any unnecessary conflict(s) and complaint(s) which may arise between Customer and the Company, and to protect the parties’ respective interests, Customer agrees that the Company may record and retain the records of his/her conversation(s) with the staff of the Company and/or agents of the Company (including taping telephone conversation(s) and retaining those records) and such records shall as against Customer be conclusive evidence of the content of the conversation(s) so recorded. |
| 18 | 18. Customer understands that the Company will rely on the information on the application form (“Form”)/the Loan Drawdown Authorization provided by customer and such other data and information of whatsoever nature as customer may subsequently provide to the Company from time to time and the terms and conditions herein contained as the principal basis on which it is to make decision as to whether to grant the Loan or not, whether to grant the whole of Loan or a part thereof and under what further conditions should such grant be made. Customer declares that he/she has not concealed any liability he/she has or may have incurred. Customer also declares that he/she has not filed any debtor’s bankruptcy petition against himself/herself and no bankruptcy petition/order has been filed or granted against him/her. Customer further declares that he/she has no intention whatsoever to file any petition for bankruptcy against himself/herself during the term of the Loan (if approved by the Company). Customer further understands that if he/she fails to make full disclosure of his/her existing liability(ies) or if any information mentioned in this paragraph is, in any aspect, incomplete or inaccurate, he/she may commit criminal offence. 18. Customer understands that the Company will rely on the information on the application form (“Form”)/the loan drawdown authorization provided by customer and such other data and information of whatsoever nature as customer may subsequently provide to the Company from time to time and the terms and conditions herein contained as the principal basis on which it is to make decision as to whether to grant the Loan or not, whether to grant the whole of Loan or a part thereof and under what further conditions should such grant be made. Customer declares that he/she has not concealed any liability he/she has or may have incurred. Customer also declares that he/she has not filed any debtor’s bankruptcy petition against himself/herself and no bankruptcy petition/order has been filed or granted against him/her. Customer further declares that he/she has no intention whatsoever to file any petition for bankruptcy against himself/herself during the term of the Loan (if approved by the Company). Customer further understands that if he/she fails to make full disclosure of his/her existing liability(ies) or if any information mentioned in this paragraph is, in any aspect, incomplete or inaccurate, he/she may commit criminal offence. | 18 | 18. Customer understands that the Company will rely on the information on the application form (“Form”)/the loan drawdown authorization provided by Customer and such other data and information of whatsoever nature as Customer may subsequently provide to the Company from time to time and the terms and conditions herein contained as the principal basis on which it is to make decision as to whether to grant the Loan or not, whether to grant the whole of Loan or a part thereof and under what further conditions should such grant be made. Customer declares that he/she has not concealed any liability he/she has or may have incurred. Customer also declares that he/she has not filed any debtor’s bankruptcy petition against himself/herself and no bankruptcy petition/order has been filed or granted against him/her. Customer further declares that he/she has no intention whatsoever to file any petition for bankruptcy against himself/herself during the term of the Loan (if approved by the Company). Customer further understands that if he/she fails to make full disclosure of his/her existing liability(ies) or if any information mentioned in this paragraph is, in any aspect, incomplete or inaccurate, he/she may commit criminal offence. |
| 19 | 19. Customer agrees and understands that, whether the application herein is to be approved or not, copies of documents supplied by or for him/her, including the Form/the Loan Drawdown Authorization, remain the property of the Company. Customer also agrees that the Company shall have the right to decline his/her application without giving any reason. 19. Customer agrees and understands that, whether the application herein is to be approved or not, copies of documents supplied by or for him/her, including the Form/the loan drawdown authorization, remain the property of the Company. Customer also agrees that the Company shall have the right to decline his/her application without giving any reason. | 19 | 19. Customer agrees and understands that, whether the application herein is to be approved or not, copies of documents supplied by or for him/her, including the Form/the loan drawdown authorization, remain the property of the Company. Customer also agrees that the Company shall have the right to decline his/her application without giving any reason. |
| 22 | 22. Under the Code of Banking Practice, customer should inform the Company as soon as possible of any difficulty in repaying the Loan. | 22 | 22. Under the Code of Banking Practice, Customer should inform the Company as soon as possible of any difficulty in repaying the Loan. |
| 24 | 24. Customer authorizes the Company to communicate and to exchange the information on the Form and other information and data subsequently provided by customer from time to time with whatever sources the Company may consider appropriate for the purpose of verification. | 24 | 24. Customer authorizes the Company to communicate and to exchange the information on the Form and other information and data subsequently provided by Customer from time to time with whatever sources the Company may consider appropriate for the purpose of verification. |
| 25 | 25. Customer hereby undertakes to promptly provide such further data and information as the Company may request from time to time and customer acknowledges that failure to provide any such data or information may result in the Company being unable to assess the Loan applied herein or establish or continue customer’s account with the Company or result in the Company taking action which may adversely affect customer’s interest e.g. cancel the Loan (if approved) and that the Company shall accept no liability, directly or indirectly, arising out of or in connection with such inability or action. | 25 | 25. Customer hereby undertakes to promptly provide such further data and information as the Company may request from time to time and Customer acknowledges that failure to provide any such data or information may result in the Company being unable to assess the Loan applied herein or establish or continue Customer’s account with the Company or result in the Company taking action which may adversely affect Customer’s interest e.g. cancel the Loan (if approved), and that the Company shall accept no liability, directly or indirectly, arising out of or in connection with such inability or action. |
| 26 | 26. Customer’s monthly instalments shall be directly debited from customer’s designated bank account (“the Repayment Account”) as specified on the Direct Debit Authorization and unless prior consent is obtained from the Company, customer agrees not to change or cancel the direct debit arrangement in the Repayment Account. | 26 | 26. Customer’s monthly instalments shall be directly debited from Customer’s designated bank account (“the Repayment Account”) as specified on the Direct Debit Authorization and unless prior consent is obtained from the Company, Customer agrees not to change or cancel the direct debit arrangement in the Repayment Account. |
| 27 | 27. Customer irrevocably authorizes the Company to debit the Repayment Account in respect of the monthly instalments, charges, fees, expenses or other liabilities mentioned in the Form/the Note and terms and conditions herein contained. Interest shall be charged on late payment of the said charges, fees, expenses or other liabilities and shall be calculated at such rate or in such amount as the Company may at its absolute discretion determine. | 27 | 27. Customer irrevocably authorizes the Company to debit the Repayment Account in respect of the monthly instalments, charges, fees, expenses or other liabilities mentioned in the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan. Interest shall be charged on late payment of the said charges, fees, expenses or other liabilities and shall be calculated at such rate or in such amount as the Company may at its absolute discretion determine. |
| 28 | 28. Customer hereby agrees that if his/her designated repayment account is cancelled, he/she will provide another appropriate bank account as substitute. | 28 | 28. Customer hereby agrees that if his/her Repayment Account is cancelled, he/she will provide another appropriate bank account as substitute. |
| 29 | 29. Customer understands and agrees that the interest of the Loan shall accrue from day to day and be computed on the basis of a year of 365 days or such other basis as the Company may in its absolute discretion from time to time determine and by 30 days’ notice notify him/her. | 29 | 29. Customer understands and agrees that the interest of the Loan shall accrue from day to day and be computed on the basis of a year of 365 days or such other basis as the Company may in its absolute discretion from time to time determine and by 30 days’ notice notify him/her. |

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| ^30 | <p>^30. The monthly instalments shall be apportioned between the principal, interest, charge and any other expenses in any such manner as the Company thinks fit. Customer agrees that the Company shall have the absolute right to amend and revise the interest rate and the calculation method of interest in respect of the Loan from time to time without prior notice to or consent by customer notwithstanding any other provisions to the contrary contained in the Form/the Note or in any other document.</p> | <p>30. The monthly instalments shall be apportioned between the principal, interest, charge and any other expenses in any such manner as the Company thinks fit. Customer agrees that the Company shall have the absolute right to amend and revise the interest rate and the calculation method of interest in respect of the Loan from time to time without prior notice to or consent by Customer notwithstanding any other provisions to the contrary contained in the Form/the Note or in any other document.</p> |
| ^31 | <p>^31. The Company shall be entitled to employ outside debt collection agency and/or institution to collect any or all sums due but unpaid by customer. Customer consents to the Company's disclosure of all such information and personal data relating to him/her as necessary for the said purpose. Customer shall be liable to pay the Company and shall indemnify the Company on demand for all reasonable amount of costs and expenses reasonably incurred by the Company in employing such debt collection agency and/or institution and all legal costs and expenses reasonably incurred by the Company in recovery thereof, if any.</p> | <p>31. The Company shall be entitled to employ outside debt collection agency(ies) and/or institution to collect any or all sums due but unpaid by Customer. Customer consents to the Company's disclosure of all such information and personal data relating to him/her as necessary for the said purpose. Customer shall be liable to pay the Company and shall indemnify the Company on demand for all reasonable amount of costs and expenses reasonably incurred by the Company in employing such debt collection agency(ies) and/or institution and all legal costs and expenses reasonably incurred by the Company in recovery thereof, if any.</p> |
| ^32 | <p>^32. No payment made by customer to the Company shall discharge his/her liabilities or obligations to the Company, until the Company shall have received unconditional and irrevocable payment in full in Hong Kong dollars without any set off, claim, condition, restriction or withholding whatsoever. The Company may apply payments so received in any order it thinks fit at its absolute discretion without prior notice or consent from customer and should it consider appropriate (without being obliged to) in the following order in or towards payment of: (i) all legal, debt collection fees, costs and expenses payable by customer under the Form/the Note/the terms and conditions herein contained; (ii) all accrued interests (excluding overdue interest) of the Loan; (iii) all outstanding monthly instalments or (where demand for full repayment has been made by the Company) balance of the Loan; (iv) all other fees, charges, and amounts owed or required to be paid by customer under the Form/the Note/the terms and conditions herein contained, including but not limited to surcharge, overdue interest, early repayment fee and administrative charges.</p> | <p>32. No payment made by Customer to the Company shall discharge his/her liabilities or obligations to the Company, until the Company shall have received unconditional and irrevocable payment in full in Hong Kong dollars without any set off, claim, condition, restriction or withholding whatsoever. The Company may apply payments so received in any order it thinks fit at its absolute discretion without prior notice or consent from Customer and should it consider appropriate (without being obliged to) in the following order in or towards payment of: (i) all legal, debt collection fees, costs and expenses payable by Customer under the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan; (ii) all accrued interests (excluding overdue interest) of the Loan; (iii) all outstanding monthly instalments or (where demand for full repayment has been made by the Company) balance of the Loan; (iv) all other fees, charges, and amounts owed or required to be paid by Customer under the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan, including but not limited to surcharge, overdue interest, early repayment fee and administrative charges.</p> |
| ^33 | <p>^33. Fees and charges and terms and conditions of the Form and herein contained may be altered from time to time by the Company and the Company shall notify customer with 30 days of any alteration by means of written notice mailed to customer's last address notified to the Company from time to time. ^33. Fees and charges and terms and conditions of the Form, the Note and the terms and conditions herein contained may be altered from time to time by the Company and the Company shall notify customer with 30 days of any alteration by means of written notice mailed to customer's last address notified to the Company from time to time.</p> | <p>33. Fees and charges and terms and conditions of the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan may be altered from time to time by the Company and the Company shall notify Customer with 30 days of any alteration by means of written notice mailed to Customer's last address notified to the Company from time to time.</p> |
| ^34 | <p>^34. Without prejudice and in addition to any other rights of the Company, the Company shall be entitled to do all or any of the following when customer is in breach, or the Company has reasonable ground to believe that customer is about to breach the terms and conditions of the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained: (i) to increase or vary the interest rate which the Company thinks fit; (ii) to increase the monthly instalment amount and shorten the repayment terms; (iii) to charge 2% of the outstanding balance of the Loan as a service fee; and/or (iv) to demand immediate full repayment of the Loan, interests and all other money outstanding.</p> | <p>34. Without prejudice and in addition to any other rights of the Company, the Company shall be entitled to do all or any of the following when Customer is in breach, or the Company has reasonable ground to believe that Customer is about to breach the terms and conditions of the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan: (i) to increase or vary the interest rate which the Company thinks fit; (ii) to increase the monthly instalment amount and shorten the repayment terms; (iii) to charge 2% of the outstanding balance of the Loan as a service fee; and/or (iv) to demand immediate full repayment of the Loan, interests and all other money outstanding.</p> |
| ^N/A | <p>^N/A. Not Applicable to Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan)</p> | <p>35. Customer can refer to Repayment Schedule for the apportionment of principal repayment and interest repayment.</p> |
| ^35/ ^36 | <p>^35. (i) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Company may be entitled at law, in equity, under the terms and conditions herein contained or any other agreement between the customer and the Company, the Company shall have a lien on all of the customer's property which may now or hereafter be in the Company's possession whether for safekeeping or otherwise, and the Company shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of the customer's obligations and liabilities to the Company as the Company at its absolute discretion decides: (a) any credit balance on any of customer's account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) or of any other person with the Company or any other company related to or associated with the Company to which customer may be beneficially entitled, and (b) any other sum due or owing by the Company to customer in whatever currency(ies), and (c) any credit balance on any account opened by the Company in its name on behalf of customer with any other financial institutions in the Hong Kong Special Administrative Region or elsewhere, against or on account of customer's obligations and liabilities to the Company whether actual, future or contingent. For the purposes of this clause 35, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, insofar as any of customer's liabilities are contingent or future, the Company's liability to make payment of any sum or sums standing to the credit of any of customer's accounts to customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event. (ii) In case of a joint account, the Company may exercise the right in this clause 35 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Company by one or more of the holders of such joint account. (iii) The Company is authorized to carry out any currency conversion as the Company may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by customer and shall form part of the Company's right of set-off under this clause 35. (iv) The Company shall also have the power to sell my/our property coming into the possession or control of the Company for custody or for any reason and whether or not in the ordinary course of business of the Company as security, constituting the lien of the Company, to satisfy any obligation owed by customer to the Company. (v) Customer agrees and acknowledges that his/her obligations and liabilities to the Company against which the Company is entitled to retain, set-off, appropriate and apply pursuant to this clause 35 shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable. ^36. (i) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Company may be entitled at law, in equity, under the terms and conditions herein contained, the Note or any other agreement between the customer and the Company, the Company shall have a lien on all of the customer's property which may now or hereafter be in the Company's possession whether for safekeeping or otherwise, and the Company shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of the customer's obligations and liabilities to the Company as the Company at its absolute discretion decides: (a) any credit balance on any of customer's account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) or of any other person with the Company or any other company related to or associated with the Company to which customer may be beneficially entitled, and (b) any other sum due or owing by the Company to customer in whatever currency(ies), and (c) any credit balance on any account opened by the Company in its name on behalf of customer with any other financial institutions in the Hong Kong Special Administrative Region or elsewhere, against or on account of customer's obligations and liabilities to the Company whether actual, future or contingent. For the purposes of this clause 36, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, insofar as any of customer's liabilities are contingent or future, the Company's liability to make payment of any sum or sums standing to the credit of any of customer's accounts to customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event. (ii) In case of a joint account, the Company may exercise the right in this clause 36 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Company by one or more of the holders of such joint account. (iii) The Company is authorized to carry out any currency conversion as the Company may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by customer and shall form part of the Company's right of set-off under this clause 36. (iv) The Company shall also have the power to sell customer's property coming into the possession or control of the Company for custody or for any reason and whether or not in the ordinary course of business of the Company as security, constituting the lien of the Company, to satisfy any obligation owed by customer to the Company. (v) Customer agrees and acknowledges that his/her obligations and liabilities to the Company against which the Company is entitled to retain, set-off, appropriate and apply pursuant to this clause 36 shall include (a) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (b) any other obligations and liabilities which for any reason(s) are unenforceable.</p> | <p>36. (i) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Company may be entitled at law, in equity, under the terms and conditions herein contained, the Note or any other agreement between the Customer and the Company, the Company shall have a lien on all of the Customer's property which may now or hereafter be in the Company's possession whether for safekeeping or otherwise, and the Company shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of the Customer's obligations and liabilities to the Company as the Company at its absolute discretion decides: (a) any credit balance on any of Customer's account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) or of any other person with the Company or any other company related to or associated with the Company to which Customer may be beneficially entitled, and (b) any other sum due or owing by the Company to Customer in whatever currency(ies), and (c) any credit balance on any account opened by the Company in its name on behalf of Customer with any other financial institutions in the Hong Kong Special Administrative Region or elsewhere, against or on account of Customer's obligations and liabilities to the Company whether actual, future or contingent. For the purposes of this Clause 36, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, insofar as any of Customer's liabilities are contingent or future, the Company's liability to make payment of any sum or sums standing to the credit of any of Customer's accounts to Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event. (ii) In case of a joint account, the Company may exercise the right in this Clause 36 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Company by one or more of the holders of such joint account. (iii) The Company is authorized to carry out any currency conversion as the Company may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by Customer and shall form part of the Company's right of set-off under this Clause 36. (iv) The Company shall also have the power to sell Customer's property coming into the possession or control of the Company for custody or for any reason and whether or not in the ordinary course of business of the Company as security, constituting the lien of the Company, to satisfy any obligation owed by Customer to the Company. (v) Customer agrees and acknowledges that his/her obligations and liabilities to the Company against which the Company is entitled to retain, set-off, appropriate and apply pursuant to this Clause 36 shall include (a) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (b) any other obligations and liabilities which for any reason(s) are unenforceable.</p> |
| ^36/ ^37 | <p>^36. Notwithstanding the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained or in any other agreement between the Company and customer, customer shall on demand by the Company at any time immediately pay the outstanding principal of the Loan, accrued interest, overdue interests, early repayment fee, and all other amounts owed or required to be paid under the Form/the Note/Loan Confirmation Letter/the terms and conditions. Without prejudice to the generality of the foregoing, customer shall immediately pay all the aforesaid amounts if any one of the following events occurs: (i) if customer defaults in payment on the due date of any of the monthly instalments; (ii) if a bankruptcy petition is filed by or against customer; (iii) any information provided or to be hereafter provided by customer, including but not limited to that in the Form, is or proves to have been untrue, inaccurate or misleading in any material respect; or</p> | <p>37. Notwithstanding the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained or in any other agreement between the Company and Customer, Customer shall on demand by the Company at any time immediately pay the outstanding principal of the Loan, accrued interest, overdue interests, early repayment fee and all other amounts owed or required to be paid under the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan. Without prejudice to the generality of the foregoing, Customer shall immediately pay all the aforesaid amounts if any one of the following events occurs: (i) if Customer defaults in payment on the due date of any of the monthly instalments; (ii) if a bankruptcy petition is filed by or against Customer;</p> |

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| | (iv) any situation occurs which in the opinion of the Company may materially and adversely affect his/her ability to perform the obligations under the Form/the Note/Loan Confirmation Letter/the terms and conditions. ^37. Notwithstanding the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained or in any other agreement between the Company and customer, customer shall on demand by the Company at any time immediately pay the outstanding principal of the Loan, accrued interest, overdue interests, early repayment fee and all other amounts owed or required to be paid under the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained. Without prejudice to the generality of the foregoing, customer shall immediately pay all the aforesaid amounts if any one of the following events occurs: (i) if customer defaults in payment on the due date of any of the monthly instalments; (ii) if a bankruptcy petition is filed by or against customer; (iii) any information provided or to be hereafter provided by customer, including but not limited to that in the Form, is or proves to have been untrue, inaccurate or misleading in any material respect; or (iv) any situation occurs which in the opinion of the Company may materially and adversely affect his/her ability to perform the obligations under the Form/the Note/Loan Confirmation Letter/the terms and conditions contained herein. | | (iii) any information provided or to be hereafter provided by Customer, including but not limited to that in the Form, is or proves to have been untrue, inaccurate or misleading in any material respect; or (iv) any situation occurs which in the opinion of the Company may materially and adversely affect his/her ability to perform the obligations under the Form/the Note/Loan Confirmation Letter, the terms and conditions contained herein and other terms and conditions applicable to the Loan. |
| ^37/ ^38 | ^37. Customer hereby undertakes to indemnify on demand the Company against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature that it may incur or suffer, directly or indirectly, arising out of or in connection with this application and/or its reliance on any information provided by customer herein or subsequently, from time to time, supplied by customer except to the extent that the same is solely caused by the wilful misconduct of the Company or its employees or agents. ^38. Customer hereby undertakes to indemnify on demand the Company against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature that it may incur or suffer, directly or indirectly, arising out of or in connection with the application and/or its reliance on any information provided by customer herein or subsequently, from time to time, supplied by customer except to the extent that the same is solely caused by the wilful misconduct of the Company or its employees or agents. | 38 | 38. Customer hereby undertakes to indemnify on demand the Company against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature that it may incur or suffer, directly or indirectly, arising out of or in connection with the application and/or its reliance on any information provided by Customer herein or subsequently, from time to time, supplied by Customer except to the extent that the same is solely caused by the wilful misconduct of the Company or its employees or agents. |
| ^38 | [Clause 38 of Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan) as Clause 39.] | 39 | [Clause 38 of Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan) as Clause 39.] |
| ^38 (i)/ ^39 (i) | ^38 (i) relevant Loan agreement(s) with customer and/or extract(s) thereof which show(s) the extent of liability guaranteed by the guarantor(s); ^39 (i) relevant Loan document(s) with customer and/or extract(s) thereof which show(s) the extent of liability guaranteed by the guarantor(s). | 39 (i) | 39 (i) relevant Loan document(s) with Customer and/or extract(s) thereof which show(s) the extent of liability guaranteed by the guarantor(s); |
| ^38 (ii) /^39 (ii) | ^38 (ii) / ^39 (ii) formal demand for any overdue payment(s) issued to customer by the Company; | 39 (ii) | 39 (ii) formal demand for any overdue payment(s) issued to Customer by the Company; |
| ^38 (iv) /^39 (iv) | ^38 (iv) / ^39 (iv) other documents provided by the Company to customer from time to time. | 39 (iv) | 39 (iv) other documents provided by the Company to Customer from time to time. |
| ^N/A | ^N/A Not Applicable to Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan) | 40 | 40. All products and services mentioned above are subject to the terms and conditions of the relevant account opening documentation, loan offering documentation and all other terms and conditions applicable to them respectively. |
| ^N/A | ^N/A Not Applicable to Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan) and Loan Terms and Conditions (Applicable to Tax Loan) | 41 | 41. Sanctions 1) In this Clause 41: "Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company. "Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction. "Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which Customer and any member of the Customer's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency. "controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person. "Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation). "Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company. "majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital). "Restricted Person" means, at any time: (i) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or (ii) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or (iii) any person controlled or majority owned by a person described in (i) or (ii) above. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine. "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by: (i) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; (ii) the United Nations Security Council; (iii) the European Union and any European Union member state; (iv) the United Kingdom; (v) the Monetary Authority of Singapore; (vi) the Hong Kong Monetary Authority; or (vii) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (a) Customer and/or the Company (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (b) transaction(s) contemplated by the Form/Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan), each, a "Sanctions Authority". 2) Customer hereby further warrants, represents and undertakes to the Company the following terms: (a) Neither Customer, nor any of the security providers, nor any of the Customer's Affiliates is a Restricted Person. (b) None of the proceeds of any Loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country. (c) No proceeds of any Loan shall be used to finance the purchase or transfer of any military goods or equipment. (d) Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 41(2). (e) Customer and his/her Affiliates and each of the security providers (if any) are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions. (f) Customer shall not, whether directly or indirectly, repay any Loan with funds or assets that: (i) constitute property of, or will be beneficially owned by, any Restricted Person; or (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto. (g) Customer will promptly deliver to the Company and permit the Company to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to him/her. (h) Customer shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions. (i) Customer shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Loan or the products and services of the Loan: (i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; (ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or (iii) in any other manner which could result in Customer or the Company being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions. (j) Customer shall (and he/she shall ensure that each of his/her Affiliates will) conduct his/her business in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti Money-Laundering Laws. 3) All the representations, warranties and undertakings in Clause 41(2) are deemed to be made by Customer by reference to the facts then existing during the period where the Loan or any part thereof remains outstanding. |
| ^39/ ^41. | ^39/^41. The Form and the terms and conditions herein contained shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and customer submits to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region. | 42 | 42. The Form and the terms and conditions herein contained shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and Customer submits to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region. |

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| <p>40/ 42.</p> | <p>40. If customer consists of more than one person, the liabilities and obligations of each of customer under the Form/Note and terms and conditions herein contained are joint and several. 42. If customer consists of more than one person, the liabilities and obligations of each of customer under the Form, the Note and terms and conditions herein contained are joint and several.</p> | <p>43</p> | <p>43. If Customer consists of more than one person, the liabilities and obligations of each of Customer under the Form, the Note, the Terms and conditions herein contained and other terms and conditions applicable to the Loan are joint and several.</p> |
| <p>41/ 43.</p> | <p>41. In construing the Form/Note/Loan Confirmation Letter and the terms and conditions herein contained, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine or neuter and vice versa. If there is any inconsistency between the English version and Chinese version of the Form and the terms and conditions herein contained, the English version shall prevail. 43. In construing the Form/the Note/Loan Confirmation Letter and the terms and conditions herein contained, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine or neuter and vice versa. If there is any inconsistency between the English version and Chinese version of the Form/the Note/the Loan Confirmation Letter and the terms and conditions herein contained, the English version shall prevail.</p> | <p>44</p> | <p>44. In construing the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine or neuter and vice versa. If there is any inconsistency between the English version and Chinese version of the Form/the Note/the Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan, the English version shall prevail.</p> |
| <p>42/ 44.</p> | <p>[Clause 42 of <i>Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan)</i> and Clause 44 of <i>Loan Terms and Conditions (Applicable to Tax Loan)</i> are renumbered as Clause 45.]</p> | <p>45</p> | <p>[Clause 42 of <i>Loan Terms and Conditions (Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan)</i> and Clause 44 of <i>Loan Terms and Conditions (Applicable to Tax Loan)</i> are renumbered as Clause 45.]</p> |

You may now visit <https://www.ocbcwhcr.com/o/en/about-us/Customer-Notices/index.html> to read, download and save the digital version of this Notice.

If you do not agree with the above amendments, you must terminate your Personal Loan, Education Loan, Professional Loan, Decoration Loan and/or Tax Loan Account (where applicable) by providing us with a written notice before the above stated effective date of amendments, and repay immediately all the amounts outstanding on the account of the Loan(s). Otherwise, you will be deemed to have consented to the above amendments.

B) Receiving Non-Paper Format Notices

With effect from October 2022, we may provide you with our notices in non-paper format. If you prefer to receive our notices in paper format, please inform us within 30 days from the date of this notice. Otherwise, you will be deemed to have agreed to receive notices in non-paper format from us after the effective date. You may also approach our staff for a hard copy of the relevant notices for future reference if needed.

Should you have any queries, please do not hesitate to contact our Customer Service Officer.

OCBC Wing Hang Credit Limited
October 2022

In case of inconsistencies between the Chinese and English versions of this Notice, the English version shall prevail.

華僑永亨信用財務有限公司（「本公司」）貸款之條款及細則

（適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款）(2022年11月14日起生效)

客戶須遵照及履行下列各項條款：

甲、一般私人貸款 / 結餘轉戶私人貸款 / 專業貸款 / 裝修貸款

- 一般私人貸款 / 結餘轉戶私人貸款 / 專業貸款 / 裝修貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
- 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。

乙、「60日免息免供」私人貸款

- 「60日免息免供」私人貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
- 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。
- 客戶明白本公司不接納客戶作部份提早還款。

丙、升學進修貸款

- 貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
- 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。
- 客戶須於華僑永亨銀行（「銀行」）開立儲蓄存款戶口，並以該戶口作為升學進修貸款之還款戶口。
- 客戶保證此貸款是作升學進修用途，若貸款非作升學進修之用，本公司有絕對權利要求客戶提早清還貸款。客戶同意本公司有絕對權利要求客戶提供有關升學進修之相關資料，包括但不限於學費單、學生證、畢業證書或成績單。
- （如貸款申請人並非報讀有關課程之學生）客戶特此聲明、確認及承認客戶已得到報讀有關課程之學生的同意向本公司披露其資料（包括但不限於其姓名、學生證、畢業證書、成績單及學費單）及准許本公司使用其資料作為申請本貸款及在貸款批核後評估是否提供優惠予本人之用途及本公司可（但無責任）告知該學生其資料是由客戶提供。

丁、純稅務貸款 / 稅務貸款計劃 — 私人貸款

- 純稅務貸款 / 稅務貸款計劃 — 私人貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本公司亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
- 客戶明白並同意，就貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本公司同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本公司提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付貸款合約 / 貸款確認書 / 其他適用於貸款的條款及細則訂明之提早還款費用。

- 本公司有權以其絕對酌情決定權把獲批核之貸款金額之特定金額直接交付給稅務局。客戶明白及同意若於申請過程有任何延誤及/或任何投遞延誤或遺失及/或任何其他原因以致未能如期將上述款項交給稅務局，本公司對與前述有關之任何損失、賠償、費用或支出（包括但不限於任何招致之附加費及罰款）概不負責，亦無須向任何客戶作出任何賠償。同時，客戶明白及同意其償還貸款及遵守所有有關條款及細則之責任仍然保持不變。

戊、共同適用的條款及細則

- 每項融通或貸款（「貸款」）均按以下基準批出：客戶保證：(a) 每項有關融通或貸款，就銀行而言，並非：(i) 超出《銀行業（風險承擔限額）規則》（第155S章）第8部，及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》，所訂明的法定限度的融通或貸款；或(ii)《公司條例》（第622章）第111部第2分部所禁止的貸款、類似貸款及信貸交易；(b) 客戶，或其任何董事、合夥人、經理或代理人，或其任何擔保人，就任何上述規則、上述條例或監管政策手冊而言，並非以任何方式與銀行（或其控股公司或其任何附屬公司及聯屬公司）的任何董事、行政總裁、高級管理人員、主要職員、從事貸款審批的僱員、控權人或小股東控權人、或銀行的有關連實體有關、關連或聯繫；及(c) 無論如何，客戶並不是銀行的由上述規則所規定的關連一方，及並不是銀行的由上述條例所規定的有關連實體。如在批出任何有關融通或貸款後，前述任何保證不再準確或將成為失實，則客戶承諾將會立即通知銀行及本公司。
- 客戶同意若客戶的申請獲批核及貸款額已撥進客戶的指定賬戶內（此即構成客戶接受此項貸款），便須受貸款之條款及細則所約束。
- 客戶同意及承諾遵照貸款之條款及細則及所有相關條款及細則及依時清還全部貸款額、利息、手續費、彌償費及一切其他貸款所需支付之費用。如客戶未能依照上述方法償還，本公司可依法追究。
- 客戶確認提供給銀行 / 本公司的資料及文件全屬正確，並授權銀行 / 本公司以任其認為適當的途徑以確証該等資料及文件之真確性及與有關方面交換資料。現金券 / 禮品 / 禮品如有遺失（包括但不限於投遞遺失）、被竊或損毀，本公司將不會補發，恕不承擔責任，也不會作任何賠償。本公司並非現金券 / 儲值咭 / 禮品的供應商，所有有關現金券 / 儲值咭 / 禮品之責任及義務概由供應商負責。本公司不會就或有關現金券 / 儲值咭 / 禮品承擔任何責任及義務。本公司亦不會就或有關任何現金券 / 儲值咭 / 禮品作出任何性質之聲明及保證（不論明確或含隱的）。如對現金券 / 儲值咭 / 禮品有任何爭議或投訴或索償（如有的話），客戶需直接向供應商提出。所有現金券 / 儲值咭 / 禮品均不能兌回現金或其他折扣，並需受供應商所訂之條款及細則限制。
- 客戶知悉及同意銀行、本公司及任何銀行集團公司可根據 (i) 《華僑永亨銀行有限公司 - 關於個人資料（私隱）條例》（「條例」）的客戶及其他個別人士通知；或 (ii) 客戶不時給予的訂明同意，使用客戶的個人資料（「資料」）作該等用途及向該等人士披露。同時客戶同意銀行、本公司及任何銀行集團公司可將「資料」轉移至香港特別行政區以外地方、使用「資料」和客戶的其他個人資料和資訊作根據個人資料（私隱）條例所述的核對程序核對「資料」及其他關於客戶的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關客戶之銀行證明書或信貸諮詢用途。客戶同意銀行、本公司及任何銀行集團公司有權不時向第三方（包括客戶因銀行、本公司及銀行集團公司產品及服務的推廣以及申請銀行、本公司及任何銀行集團公司產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括但不限於向任何信貸資料服務機構對客戶作出信貸調查（如有））。客戶明白從銀行 / 本公司獲得之《華僑永亨銀行有限公司 - 關於個人資料（私隱）條例》（「條例」）的客戶及其他個別人士通知之內容，並確認收受該通知書。在本部份的文意中，「銀行集團公司」指銀行的任何直接或間接控股公司、銀行或任何上述控股公司的任何直接或間接附屬公司、或其任何關連公司（即股權由任何上述公司持有的公司），並包括每家公司的繼承人和受讓人。「附屬公司」及「控股公司」指《公司條例》（第622章）賦予的相同涵義。
- 客戶授權本公司可不時將客戶之個人資料及有關客戶之任何賬戶資料透露予銀行或任何銀行集團公司作內部的信貸管理和提供更優質的賬戶服務和其他相關用途。
- 如客戶於申請表上所提供的任何個人資料（包括但不限於個人資料、就業資料及配偶資料）與本公司及 / 或銀行現時持有之客戶的個人資料記錄（如有）有所不同，客戶同意及授權本公司及 / 或銀行更新客戶現時於本公司及 / 或銀行的任何個人資料記錄，而有關更新將即時生效。為免存疑，本公司及銀行並沒有義務行使此項下的授權權利。
- 客戶同意本公司在有需要時可將還款提示以短訊或即時信息應用程式或電郵或以其他電子通訊方式發放予客戶。客戶明白若不欲收取本公司的產品宣傳，可以書面通知本公司資料保護主任，郵寄地址為香港中環皇后大道中161號，來函請註明姓名及有關賬戶號碼。此項安排不用收費。
- 客戶知悉及同意即使客戶的申請最終不獲批核，本公司可保留客戶的個人資料，用作維持客戶的信貸紀錄，作為本公司、銀行或任何銀行集團公司現在或將來參考之用，保留期限以不超過3年為準。

- 客戶知悉及同意客戶應本公司之要求而提供之個人資料或因客戶與本公司之間所作交易而本公司收集到的資料，本公司可透露或使用及保留予任何機構或任何收數公司、信貸資料服務機構或為本公司可透露或使用及保留予任何機構或任何收數公司、信貸資料服務機構或為本公司可透露或使用及保留予任何機構或任何收數公司之資料，藉以 (i) 讓該等機構 / 公司查證客戶之信貸及其他狀況，及 (ii) 協助該等機構 / 公司追收客戶於本公司之任何債項。
- 客戶明白本公司會考慮信貸資料服務機構之信貸報告，並授權本公司在其認為適當之情況下，可一次或多次使用客戶之資料作信貸查閱及 / 或檢討。假如客戶有意索取有關信貸報告，本公司會提供有關信貸資料服務機構的聯絡詳情。客戶知悉可以書面形式向本公司之資料保護主任索取及更改客戶之資料（香港皇后大道中161號） / 電郵：enquiry_hk@ocbcwh.com。
- 客戶同意及明白如客戶未能在貸款申請獲批核後30天內以書面形式接納本公司之貸款，是次貸款申請可被取消。
- 客戶知悉有權就本公司向信貸資料服務機構提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），於全數清還欠賬後結束賬戶時，指示本公司要求信貸資料服務機構自其資料庫中刪除該等賬戶資料，但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括於上次到期的還款額，上次報告期間（即緊接本公司上次向信貸資料服務機構提供賬戶資料前不多於31日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期（如有））。
- 客戶知悉如客戶的賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬（因破產令導致撇賬除外），否則客戶的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- 客戶知悉如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，客戶的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構客戶已獲解除破產令後保留多五年（以較早出現的情況為準）。客戶承諾倘若客戶通知信貸資料服務機構客戶的破產令已被解除，客戶將同時通知本公司。
- 為避免客戶與本公司日後有任何不必要爭拗及投訴及為維護雙方利益，客戶同意本公司可記錄客戶跟本公司職員及 / 或其代理人之談話並可保留該等記錄（包括以電話錄音作記錄及保留該等電話記錄）。對客戶而言，就被記錄之談話內容，該等記錄將為終論性證據。
- 客戶明白本公司會以客戶於申請表 / 支賬授權書提供之資料及其他客戶嗣後可能提供給本公司之任何性質資料及申請表所載之條款作為主要依據以決定是否批准貸款，是否批准全部或部份貸款及此批准之其他條款。客戶現宣稱客戶並未向任何人士披露或可能已披露之任何債項，及沒有自行申請破產或已被判定破產。客戶現宣稱客戶沒有意圖在貸款（若獲本公司批准）還款期間自行申請破產，客戶明白任何本段所述之資料如有任何方面不完整或不實，客戶或須負上刑事責任。
- 客戶同意及明白申請表 / 支賬授權書及所有客戶或代客戶遞交之文件之影印本乃本公司所擁有，不論客戶之貸款申請批准與否，均不獲發還，並同意本公司有權拒絕客戶之申請而毋須透露任何理由。
- 客戶明白本公司保留要求客戶提供所需文件以外的其他文件的權利。
- 客戶確認貸款並非作為購買於任何證券交易所掛牌之證券或繼續持有該等證券之用。
- 根據《銀行營運守則》，若客戶在還款方面有任何困難，應儘快通知本公司。
- 客戶同意本公司擁有隨時修訂此項貸款的息率及條款及細則之最終決定權。
- 客戶授權本公司可向或隨其認為適當之任何方面披露及交換申請表 / 支賬授權書上之各項資料以及客戶嗣後不時提供之其他資料以作核實資料用途。
- 客戶現承諾會迅速地提供本公司不時要求之進一步資料及客戶確認若客戶未能提供任何該等資料可能會令本公司不能評估於此申請之貸款或設立或繼續客戶於本公司之賬戶或令本公司採取不利客戶利益之行動，例如：取消貸款（若獲批准）；及客戶確認：直接或間接因或就如上述不能評估貸款、不能設立或繼續賬戶或如本公司採取上述行動而引致之任何責任，本公司概不負責。
- 客戶同意以自動轉賬形式從客戶於直接付款授權書中詳述之銀行戶口繳付還款，在未清還客戶欠本公司之所有欠款或未獲得本公司同意之前，客戶不得作任何更改自動轉賬形式。
- 客戶授權本公司直接從客戶之貸款確認書所述之還款賬戶中扣除每月還款額及申請表 / 貸款合約、本條款及細則及其他適用於貸款的條款及細則訂明之一切有關開支及費用，該有關開支及費用均以本公司絕對酌情認為適當之方法計算並可收取利息。
- 客戶同意客戶若取消定還款戶口，則須安排另一合適銀行賬戶取代。
- 客戶明白並同意貸款之利息每天累積，並以每年365天之基準，或以本公司的絕對酌情權不時確定及於生效前30天通知客戶之其他基準計算。

30. 每月還款額將用以本公司認為適當之比例償付貸款本金、利息及任何其他開支及費用。客戶同意即使申請表／貸款合約或其他文件條文另有所述，本公司具絕對的酌情權不時修訂及更改貸款利率及利息計算方法，且毋須事先向客戶發出通知或取得客戶之同意。
31. 客戶明白本公司有權聘用外界代收欠款的公司及／或機構以追討客戶欠本公司的任何或所有數額，而客戶同意本公司可就上述用途披露有關客戶的所有個人及其他資料。就本公司聘用外界代收欠款公司及／或機構而合理產生之一切合理費用和支出及其就追討客戶欠款所引致之一切合理產生之法律費用及支出（如有的話），客戶需向本公司支付及（在本公司要求時）彌償。
32. 在本公司未收受無條件、不可撤回、不受制於任何抵銷、索償、條款、限制或任何形式之保留的全數清幣還款前，任何客戶繳付給本公司的一切款項都不能解除客戶對本公司的債務或責任。本公司毋須事先向客戶發出通知或取得客戶之同意並有絕對的酌情權就已收妥的還款，按下列次序或任何其認為合適之次序清還各項結欠：
- (i) 所有根據申請表／貸款合約、本條款及細則及其他適用於貸款的條款及細則客戶須繳付之法律、追收債務的費用及支出；
 - (ii) 所有尚欠之貸款利息（過期利息除外）；
 - (iii) 所有尚欠的每月還款額或（如本公司已向客戶要求清還全數金額）貸款餘額；
 - (iv) 根據申請表／貸款合約、本條款及細則及其他適用於貸款的條款及細則客戶所欠本公司或應繳付之所有其他各類費用、收費及金額，包括但不限於逾期手續費用、過期利息、提早清還貸款費用及行政費用。
33. 申請表／貸款合約、貸款確認書、本條款及細則及其他適用於貸款的條款及細則內之一切條款、費用及限制均可隨時修訂。本公司所作之修訂會給予30天之書面通知給客戶，該書面通知將郵寄至客戶存於本公司最新記錄之通訊地址。該修訂以上述方式通知客戶隨即生效。
34. 於不損害本公司任何其他權利的情況下，若客戶違反申請表／貸款合約／貸款確認書、本條款及細則及其他適用於貸款的條款及細則之任何條款，客戶同意本公司有權作下列任何一項或多項決定：
- (i) 提高或更改利率至本公司認為合理之水平；
 - (ii) 提高每月還款額並縮短還款期；
 - (iii) 額外收取總欠款之2%作為重新安排手續費；及／或
 - (iv) 要求客戶立即清還所有欠款及利息。
35. 客戶可參閱還款預計表以了解貸款之本金還款及利息還款的分攤。
36. (i) 在附加於及不損害法律、衡平法、本條款及細則、貸款合約或本公司與客戶訂立之任何其他協議可能賦予本公司之任何其他抵押或一般留置權、抵銷權或類似權利的情況下，本公司對其現時或此後所管有作為妥善保管或其他用途之客戶的所有財產享有留置權，而本公司亦有權及特此獲授權（但並無責任）在法律許可的最廣範圍內，毋須通知客戶或其他任何人士而就客戶須向本公司履行或償付的責任或債務，按本公司絕對酌情權決定的方式及次序及該等責任或債務扣減、抵銷、撥用及運用：
- (a) 客戶在其或其任何人士於本公司或與本公司有關連或聯營之任何其他公司中享有實益權益的任何戶口中之任何結餘（不論是否須發出通知，不論到期與否，亦不論屬何種貨幣）；及
 - (b) 本公司應付或尚欠客戶任何貨幣之任何其他款項；及
 - (c) 本公司以其名義代表客戶於香港或其他地方的任何其他金融機構開立之戶口中之任何結餘，
- 用以償還或清償客戶須向本公司履行或償付的責任及債務（不論實際的、未來的或是或有的）。
- 在本條文36中，如任何戶口可根據任何透支安排被提款（即使戶口已被透支，但所透支金額依然少於透支安排的最高限額），則該戶口須被當作有結餘處理，而上述結餘之金額，將等於透支安排依然可提供的金額。此外，在客戶之任何債務仍屬或有或未來性質，本公司將客戶任何賬戶結餘之任何一項或多項款項付給客戶之責任，在需要抵償此等債務之範圍內，須予以暫停，直至或有或未來事件發生為止。
- (ii) 若屬聯名戶口，本公司可行使本條文36規定之權利，將該聯名戶口中之任何信貸結餘用於清償該聯名戶口一名或以上持有人欠予本公司之任何債項。
 - (iii) 本公司特此獲授權進行其認為行使任何抵銷權利所需之任何貨幣匯兌，而該等匯兌費用須由客戶承擔，並成為本條文36下本公司抵銷權利之一部分。
 - (iv) 本公司亦有權出售基於保管或任何理由而本公司得以管有或控制的客戶財產，不論是否在本公司業務過程中作為抵押，構成本公司的留置權，清償客戶所欠本公司的任何債務。
 - (v) 客戶同意及確認本公司根據本條文36有權扣減、抵銷、撥用及運用以作償還或清償客戶須向本公司履行或償付的責任及債務包括 (a) 任何喪失時效的責任及債務（不論是否基於時效條例）及 (b) 因任何理由而變得不可強制執行的任何其他責任及債務。
37. 儘管申請表／貸款合約／貸款確認書／本條款及細則或本公司與客戶之間的任何其他協議的任何內容所述，客戶同意及明白，客戶可被本公司要求隨時立即全數清還欠款之總數、利息、逾期費用、過期利息、提早清還貸款費用，以及所有申請表／貸款合約／貸款確認書、本條款及細則及其他適用於貸款的條款及細則所要求繳付之欠款或其他費用。於不損害上述的情形下，如發生以下任何一種情況，客戶應立即繳付上述所有款項：
- (i) 客戶若未能於任何一期到期日繳付應交款項之全數；
 - (ii) 客戶申請破產或被申請破產；
 - (iii) 客戶已提供或以後提供之任何資料在重要方面上屬於或被證實為不真實、不正確或誤導，包括但不限於申請表上之資料；或
 - (iv) 本公司認為發生了某種情況可能嚴重及不利地影響客戶履行申請表／貸款合約／貸款確認書、本條款及細則及其他適用於貸款的條款及細則的能力。
38. 客戶現承諾會按本條文37或本公司直接或間接因或就本申請及／或本公司依賴任何客戶於此提供之資料或嗣後客戶不時提供之資料而引致本公司可能蒙受或招致之一切損失、損害、費用、索償、申索、訴訟及責任，不論任何性質亦然，除非（及只限於）乃純粹因本公司或其僱員或代理人蓄意行為不當或疏忽所引致的，則屬例外。
39. 客戶同意本公司有絕對酌情權可向擔保人（如有的話）提供下列文件之副本：
- (i) 跟客戶簽訂之有關貸款文件或摘要，以示擔保人所擔保之責任；
 - (ii) 向客戶發出有關逾期未繳款項之正式要求付款通知書；
 - (iii) 最新客戶之賬戶結算；及
 - (iv) 由本公司送交客戶之其他文件。
- 客戶同意本公司可提供有關客戶之信貸及財務狀況予第三者而毋須事先諮詢客戶，亦毋須取得客戶同意。
40. 所有上述產品及服務均受有關開戶文件、貸款文件的條款及細則及所有其他分別對其適用的條款及細則所規限。
41. 制裁
- (1) 在第41條中：
 - 「聯屬公司」(Affiliate)就任何人士而言指該人士的附屬公司或控股公司，又或該控股公司的任何其他附屬公司。
 - 「反貪腐法」(Anti-Corruption Laws)指英國的《2010年反賄賂法》、美國《1977年海外反腐敗法》，以及由香港、新加坡、美國或任何其他司法管轄區頒布、實施或強制執行的任何類似法例、規則或規例。
 - 「反洗黑錢法」(Anti-Money Laundering Laws)指香港、新加坡及客戶和客戶公司集團任何成員進行或經營業務的各個司法管轄區之適用財務記錄保存及匯報規定，以及洗黑錢法規或條例、當中的規則及規例，以及由任何政府機關或由任何法院或政府機關進行之訴訟而頒布、實施或強制執行的任何相關或類似的規則、規例或指引。
 - 「受控制」(controlled)指一個人（直接或間接，不論以股本、投票權、合約或其他方式）有權委任及／或罷免另一人的大部分管治成員，或以其他方式控制或有權控制該其他人士的事務及政策，而該其他人士則被視為受首位提述的人士「控制」。
 - 「政府機關」(Government Agency)指任何政府或政府機關，或公共、法定、半政府或司法實體、機構或當局（包括（但不限於）根據任何法律或規例設立之任何證券交易所或自我規管組織）。
 - 「控股公司」(Holding Company)指公司或法人而言，指其作為附屬公司所屬的任何其他公司或法人，包括最終控股公司。
 - 「持有大多數股權」(majority owned)指以實益或合法方式法律上持有該人士超過50%的已發行股本（或等價物）或投票權（不包括已發行股本（或等價物）中無權參與超過特定數額的利潤或股本分派的任何部分）。
 - 「受限制人士」(Restricted Person)指在任何時候：
 - (i) 制裁當局設立之任何相關指定人士制裁名單所載的任何人士；或
 - (ii) 在受制裁國家經營、組織、居住、成立、註冊或合法居住的任何人士；或
 - (iii) 由上述第(i)或(ii)項所述人士控制或持有大多數股權的任何人士。
 - 「受制裁國家」(Sanctioned Country)在任何時候指作為受到任何全面、全國或全地域制裁的對象或目標之國家或領土，包括（但不限於）北韓、伊朗、敘利亞、古巴及烏克蘭的克里米亞地區
 - 「制裁」(Sanctions)指由以下各方不時頒布、實行、實施或強制執行的任何貿易、經濟或金融制裁、禁運或限制性措施，或相關法例或規例：
 - (i) 美國政府，包括由美國財政部外國資產控制辦公室或美國國務院管理的組織；
 - (ii) 聯合國安全理事會；
 - (iii) 歐盟及任何歐盟成員國；

- (iv) 英國；
 - (v) 新加坡金融管理局；
 - (vi) 香港金融管理局；或
 - (vii) 任何其他相關政府機關（為免生疑問，包括對(a)客戶及／或本公司具司法管轄權的政府機關（不論基於其註冊成立的司法管轄權，或其貿易、業務或其他經營活動所在的司法管轄區）或(b)本申請表／貸款合約／貸款確認書、本條款及細則及其他適用於貸款的條款及細則擬定的交易），（上述各方皆為「制裁當局」(Sanctions Authority)）。
- (2) 客戶特此進一步就以下條款向本公司作出保證、陳述及承諾：
- (a) 客戶、任何抵押提供者或客戶的任何聯屬公司並非受限制人士。
 - (b) 任何貸款款項不會直接或間接用於違反任何制裁的任何用途，或用於資助、促成或提供資金予涉及任何受限制人士或任何受制裁國家的任何活動、業務或交易。
 - (c) 任何貸款款項不會用於資助購買或轉讓任何軍用物資或裝備。
 - (d) 客戶已實施及維持相應的政策及程序，以確保遵守此「制裁」條款的第41(2)條內所載的陳述、保證及承諾。
 - (e) 客戶及客戶的聯屬公司及各抵押提供者（如有）並無違反及會繼續遵守與制裁相關的法例及規例。
 - (f) 客戶不會以下述資產或資產直接或間接償還任何貸款：
 - (i) 構成任何受限制人士的財產，或由受限制人士實益持有的財產；或
 - (ii) 從違反適用於本條款及細則任何一方的制裁之任何交易中獲得的直接款項。
 - (g) 客戶會及時向本公司交付並允許本公司取得任何政府、司法或監管機構就制裁對客戶或客戶的聯屬公司提出而客戶可取得的任何申索、法律行動、訴訟、法律訴訟或調查詳情。
 - (h) 客戶不得（並須確保客戶的聯屬公司不會）違反任何制裁，亦不會直接或間接進行或從事任何可能使其違反任何制裁的交易、行為、貿易、業務或其他活動。
 - (i) 客戶不得（並須確保客戶的聯屬公司不會）直接或間接使用、允許或授權任何其他人士直接或間接使用任何運用貸款或貸款之產品及服務所得的全部或部分款項：
 - (i)（直接或間接）為違反任何制裁（或與任何受制裁國家有關）或違反任何反腐敗法、反洗黑錢法或恐怖主義融資法的任何交易、行為、貿易、業務或其他活動提供融資或資金；
 - (ii)（直接或間接）為任何受制裁國家或受限制人士提供融資、捐款或資金；或
 - (iii) 導致客戶或本公司違反任何制裁（若及在適用於其中任何一方的範圍內）或成為任何制裁對象的任何其他使用方式。
 - (j) 客戶必須（並須確保客戶的聯屬公司會）按照反貪腐法及反洗黑錢法經營業務，並維持旨在促成及遵守適用反貪腐法及反洗黑錢法的政策及程序。
- (3) 所有在上述第41(2)條內所載的陳述、保證及承諾均視為由客戶參照貸款或其任何部分仍未償付期間存在的事實而作出。
42. 本條款及細則受香港特別行政區法律管轄，並按香港特別行政區法律詮釋，而客戶甘願受香港特別行政區法院的專屬司法管轄權管轄。
43. 若客戶超過一人，每名客戶於相關申請表、貸款合約、本條款及細則及其他適用於貸款的條款及細則之法律責任及義務均屬共同及個別負責。
44. 除非申請表／貸款合約／貸款確認書、本條款及細則及其他適用於貸款的條款及細則內有特別之解釋外，否則所指之單數乃包括眾數，所指之男性乃包括女性或中性，反之亦然。如申請表／貸款合約／貸款確認書、貸款之條款及細則及其他適用於貸款的條款及細則之中英文本有歧異，概以英文本為準。
45. 在此並不擬向任何第三方授予任何執行本文內任何條文的權利，亦不擬根據《合約（第三者權利）條例》及其後任何修訂條例向任何第三方授予本文項下的任何利益，並明確排除相關法例之應用。

關於是否選擇提前還款，可以參考本公司網頁之「常見問題」。如欲索取本貸款之條款及細則的英文版本，歡迎聯絡本公司的客戶服務主任。If you would like to have an English version of this Loan Terms and Conditions, please contact our Customer Service Officer.

OCBC Wing Hang Credit Limited (“the Company”) Loan Terms and Conditions

(Applicable to General Personal Loan, Balance Transfer Personal Loan, Professional Loan, Decoration Loan, “60-Day Interest-Free Payment Holiday” Personal Loan, Education Loan, and Tax Loan) (Effective from 14 November 2022)

Customer is required to comply with and execute the following terms:

A. General Personal Loan / Balance Transfer Personal Loan / Professional Loan / Decoration Loan

1. General Personal Loan / Balance Transfer Personal Loan / Professional Loan / Decoration Loan subject to the terms and conditions herein, the terms and conditions in the Promissory Note (“Note”) and other terms and conditions applicable to the Loan (as defined below). The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency.
2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan.

B. “60-Day Interest-Free Payment Holiday” Personal Loan

1. “60-Day Interest-Free Payment Holiday” Personal Loan is subject to the terms and conditions herein, the terms and conditions in the Note and other terms and conditions applicable to the Loan. The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency.
2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note /Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan.
3. Customer understands that partial prepayment of the Loan is not permissible.

C. Education Loan

1. Education Loan is subject to the terms and conditions herein, the terms and conditions in the Note and other terms and conditions applicable to the Loan. The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency.
2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan.
3. Customer should open a deposit savings account with OCBC Wing Hang Bank (“Bank”) and use it as the repayment account of the Education Loan.
4. The loan amount applied is for the purpose of education. If the Loan is not for the purpose of education, the Company shall have the absolute right to request Customer to make early repayment of the Loan. Customer agrees that the Company has the absolute right to request Customer to provide related information (including but not limited to receipt of tuition fee payment, student card, certificate of graduation or examination slip).
5. (Applicable if the loan applicant is not the student enrolled to the course) Customer hereby declares, confirms and acknowledges that Customer has obtained the prior consent from the student enrolled to the course for his/her information (including but not limited to his/her name, student card, certificate of graduation, examination result slip and receipt of tuition fee payment) to be disclosed to and used by the Company for the purpose of this loan application and assessment of whether to offer any privileges to Customer after approval of the loan application and the Company may (but is not obliged to) inform the student that such information is provided by Customer.

D. Pure Tax Loan / Personal Loan under Tax Loan Program

1. Pure Tax Loan / Personal Loan under Tax Loan Program is subject to the terms and conditions herein, the terms and conditions in the Note and other terms and conditions applicable to the Loan. The Company reserves the right to issue, vary, amend or replace the terms and conditions from time to time. In the event of any conflict or inconsistency between the terms and conditions herein, those contained in the Note and other terms and conditions applicable to the Loan, these terms and conditions shall prevail to the extent of such conflict or inconsistency.

2. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note /Loan Confirmation Letter/other terms and conditions applicable to the Loan is subject to approval by the Company. Customer shall be required to pay an early repayment handling fee, all other monies, overdue interests (if any), applicable fees, charges, costs and expenses payable under the Loan at the time of early repayment whether such request is made by Customer or the Company. Without prejudice to the foregoing, early repayment of the Loan is permissible subject to the Company’s prior consent and Customer’s payment of the early repayment fee as stated in the Note/Loan Confirmation Letter/other terms and conditions applicable to the Loan.
3. The Company shall be entitled, at its absolute discretion, to pay a specific amount of the approved Loan granted to the Customer directly to the Inland Revenue Department. If there is any delay during the application process and/or any delay or loss in posting and/or if for any other causes whatsoever and the aforesaid payment to the Inland Revenue Department cannot be made on time, Customer understands and agrees that the Company shall not be liable for any loss, damages, costs, or expenses (including but not limited to any payment of the surcharge or penalty incurred) arising therefrom or in connection therewith and shall not be liable or be responsible for any compensation to the Customer. Customer understands and agrees that his/her obligation to repay the Loan and to observe all relevant terms and conditions shall remain unchanged.

E. Common Terms and Conditions Applicable to All Products

1. Each facility or loan (“Loan”) is granted on the basis that the Customer warrants that : (a) each such facility or loan is not, in relation to OCBC Wing Hang Bank Limited (“the Bank”), : (i) a facility or loan in breach of the statutory limits under Part 8 of the Banking (Exposure Limits) Rule (Cap.155S) and the Supervisory Policy Manual (CR-G-9) “Exposures to Connected Parties” issued by the Hong Kong Monetary Authority, or (ii) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the Companies Ordinance (Cap.622); (b) the Customer, or any of its directors, partners, managers or agents, or any of its guarantor is not in any way, for the purposes of any of the said Rule, the said Ordinance and the said Supervisory Policy Manual, related to or connected or associated with any director, chief executive, senior management, key staff, lending officer, controller, minority shareholder controller of the Bank (or its holding company or any of its subsidiaries and affiliates), or any connected entity of the Bank; and (c) in any event, the Customer is not a connected party (as defined under the said Rule and the said Supervisory Policy Manual) of the Bank, and is not a connected entity (as defined under the said Ordinance) of the Bank. The Customer undertakes to notify the Bank and the Company immediately if after the granting of any such facility or loan, any of the foregoing warranties ceases to be accurate or becomes untrue.
2. Customer hereby agrees that if the Company has approved the Loan and if the approved loan amount of the Loan has been credited to Customer’s designated bank account (upon which the Loan shall be deemed to be accepted by Customer), the terms and conditions of the Loan shall apply.
3. Customer agrees and promises to comply with the terms and conditions of the Loan and all other applicable terms and conditions and to repay all loan amount, interest, handling fee, indemnity fee and all charges and expenses related to the Loan. In the event of default by Customer to repay as abovementioned, the Company reserves all its right to claim against Customer.
4. Customer confirms that the information and documents provided are true and correct and authorizes the Bank/the Company to communicate and to exchange such information with whatever sources the Bank/the Company may consider appropriate for the purpose of verifying the same.
5. Should there be any cash coupon/prepaid card/gift loss (including but not limited to delivery loss), stolen or destroyed, the Company will not reissue the cash coupon/prepaid card/gift and will not bear any responsibility, nor be liable for any compensation. The Company is not the supplier of the cash coupon/prepaid card/gift. The supplier is responsible for all the related responsibilities and duties of the cash coupons/prepaid card/gift. The Company is not liable for any related responsibilities and duties of the cash coupon/prepaid card/gift and will not make any kind of guarantees and warranties regarding the cash coupon/prepaid card/gift (express or otherwise). Should there be any dispute or complaint or claim (if any) with regard to the coupon/prepaid card/gift, Customers should make such demand or claim directly with the supplier. All cash coupons/prepaid card/gift cannot be exchanged into cash or other discount and are subject to the terms and conditions of the supplier.
6. Customer acknowledges and agrees that all personal data relating to the Customer (the “Data”) may be used by the Bank, the Company and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i) “OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)” or (ii) the prescribed consent given by Customer from time to time. Customer also agrees that the Bank, the Company and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to Customer to conduct matching procedures (as defined in the Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker’s or credit references in respect of Customer (if any). Customer agrees that the Bank, the Company and any Bank Group Company may from time to time collect data relating to Customer from third parties, including third party service providers with whom Customer interacts in connection with the marketing of the Bank’s, the Company’s and any Bank Group Company’s products and services and in connection with Customer’s application for the Bank’s, the Company’s and any Bank Group Company’s products and services (including but not limited to the credit review report(s) from credit reference agency(ies) (if any)). Customer understands the contents of “OCBC Wing Hang Bank Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)” obtained from staff of the Bank/the Company. In the context of this Part, “Bank Group Company” means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company’s successors and assigns. “Subsidiary” and “holding company” bear the same meanings given to them under the Companies Ordinance (Cap.622).
7. Customer hereby authorizes the Company may from time to time disclose his/her personal data and information relating to his/her account(s) to the Bank or any Bank Group Company for internal credit risk management and better group-wide account serving purposes, and any purposes relating thereto.
8. If any of Customer’s personal data and information as provided in the application form (including but not limited to personal information, employment information and spouse information) is different from his/her personal data and information record(s) which is currently held by the Company and/or the Bank (if any), Customer hereby agrees and authorizes the Company and/or the Bank to update any of his/her personal data and information record(s) which is held by the Company and/or the Bank with immediate effect. For the avoidance of doubt, the Company and the Bank are not obliged to exercise the power of authorisation stipulated in this provision.

9. Customer agrees that the Company has the option, but has no obligation, to send payment reminder notices to him/her via short message services (SMS) or instant messaging application or email or by any other electronic communication method, whenever necessary. Customer understands that if he/she does not wish to receive any promotional material from the Company, he/she can write to the Data Protection Officer of the Company at 161 Queen’s Road Central, Hong Kong stating his/her name and account number. No fee will be charged.
10. Customer acknowledges and agrees that, even if the application is subsequently rejected by the Company, the Company may retain his/her personal data for not more than 3 years in order to maintain his/her credit history for the present or future reference of the Company, the Bank or any Bank Group Company.
11. Customer hereby acknowledges and agrees that any information with respect to Customer which is provided by Customer at the request of the Company or collected in the course of dealings between Customer and the Company may be disclosed to, or used and retained by, any other institution or any debt collection agency(ies), credit reference agency(ies) or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect any debts owed to the Company.
12. Customer understands the Company will consider credit report(s) from credit reference agency(ies) and authorizes the Company from time to time to access his/her data with relevant credit reference agency(ies) for once or multiple times for the purposes of credit checking and/or credit review when deemed necessary. If Customer wishes to access the credit report(s), Customer may contact the Company and the Company will advise the contact details of the relevant credit reference agency(ies). Customer acknowledges that he/she is entitled at any time to request access to his/her information held by the Company and to update and correct such information by writing to the Data Protection Officer, 161 Queen’s Road Central, Hong Kong or via email: enquiry_hk@ocbcwh.com
13. Customer agrees and understands that the application may be cancelled should he/she fail to accept the Loan in writing to the Company within 30 days from the approval date of the application.
14. Customer acknowledges that Customer has the right, in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to credit reference agency(ies), to instruct the Company upon termination of his/her account with the Company by full repayment to make a request to credit reference agency(ies) to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the said account have a default of payment lasting in excess of 60 days within 5 years immediately before the termination of the said account. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to credit reference agency(ies)), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
15. Customer acknowledges that in the event of any default of payment relating to his/her account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, his/her account repayment data may be retained by credit reference agency(ies) until the expiry of five years from the date of final settlement of the amount in default.
16. Customer acknowledges that in the event any amount in his/her account is written-off due to a bankruptcy order being made against him/her, his/her account repayment data may be retained by credit reference agency(ies), regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by him/her with evidence to the credit reference agency(ies), whichever is earlier. Customer undertakes that if Customer notifies such credit reference agency(ies) of his/her discharge from a bankruptcy, Customer shall also notify the Company simultaneously.
17. To avoid any unnecessary conflict(s) and complaint(s) which may arise between Customer and the Company, and to protect the parties’ respective interests, Customer agrees that the Company may record and retain the records of his/her conversation(s) with the staff of the Company and/or agents of the Company (including taping telephone conversation(s) and retaining those records) and such records shall as against Customer be conclusive evidence of the content of the conversation(s) so recorded.
18. Customer understands that the Company will rely on the information on the application form (“Form”)/the loan drawdown authorization provided by Customer and such other data and information of whatsoever nature as Customer may subsequently provide to the Company from time to time and the terms and conditions herein contained as the principal basis on which it is to make decision as to whether to grant the Loan or not, whether to grant the whole of Loan or a part thereof and under what further conditions should such grant be made. Customer declares that he/she has not concealed any liability he/she has or may have incurred. Customer also declares that he/she has not filed any debtor’s bankruptcy petition against himself/herself and no bankruptcy petition/order has been filed or granted against him/her. Customer further declares that he/she has no intention whatsoever to file any petition for bankruptcy against himself/herself during the term of the Loan (if approved by the Company). Customer further understands that if he/she fails to make full disclosure of his/her existing liability(ies) or if any information mentioned in this paragraph is, in any aspect, incomplete or inaccurate, he/she may commit criminal offence.
19. Customer agrees and understands that, whether the application herein is to be approved or not, copies of documents supplied by or for him/her, including the Form/the loan drawdown authorization, remain the property of the Company. Customer also agrees that the Company shall have the right to decline his/her application without giving any reason.
20. Customer understands that the Company reserves the right to request additional supporting documents other than those specified on the Form at any time.
21. Customer hereby confirms that the Loan is not for the acquisition of securities listed on any stock exchange nor the continued holding of those securities.
22. Under the Code of Banking Practice, Customer should inform the Company as soon as possible of any difficulty in repaying the Loan.
23. Customer agrees that the Company shall have the absolute right to amend at any time the interest rate and the terms and conditions of the Loan.
24. Customer authorizes the Company to communicate and to exchange the information on the Form and other information and data subsequently provided by Customer from time to time with whatever sources the Company may consider appropriate for the purpose of verification.

25. Customer hereby undertakes to promptly provide such further data and information as the Company may request from time to time and Customer acknowledges that failure to provide any such data or information may result in the Company being unable to assess the Loan applied herein or establish or continue Customer's account with the Company or result in the Company taking action which may adversely affect Customer's interest e.g. cancel the Loan (if approved), and that the Company shall accept no liability, directly or indirectly, arising out of or in connection with such inability or action.
26. Customer's monthly instalments shall be directly debited from Customer's designated bank account ("the Repayment Account") as specified on the Direct Debit Authorization and unless prior consent is obtained from the Company, Customer agrees not to change or cancel the direct debit arrangement in the Repayment Account.
27. Customer irrevocably authorizes the Company to debit the Repayment Account in respect of the monthly instalments, charges, fees, expenses or other liabilities mentioned in the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan. Interest shall be charged on late payment of the said charges, fees, expenses or other liabilities and shall be calculated at such rate or in such amount as the Company may at its absolute discretion determine.
28. Customer hereby agrees that if his/her Repayment Account is cancelled, he/she will provide another appropriate bank account as substitute.
29. Customer understands and agrees that the interest of the Loan shall accrue from day to day and be computed on the basis of a year of 365 days or such other basis as the Company may in its absolute discretion from time to time determine and by 30 days' notice notify him/her.
30. The monthly instalments shall be apportioned between the principal, interest, charge and any other expenses in any such manner as the Company thinks fit. Customer agrees that the Company shall have the absolute right to amend and revise the interest rate and the calculation method of interest in respect of the Loan from time to time without prior notice to or consent by Customer notwithstanding any other provisions to the contrary contained in the Form/the Note or in any other document.
31. The Company shall be entitled to employ outside debt collection agency(ies) and/or institution to collect any or all sums due but unpaid by Customer. Customer consents to the Company's disclosure of all such information and personal data relating to him/her as necessary for the said purpose. Customer shall be liable to pay the Company and shall indemnify the Company on demand for all reasonable amount of costs and expenses reasonably incurred by the Company in employing such debt collection agency(ies) and/or institution and all legal costs and expenses reasonably incurred by the Company in recovery thereof, if any.
32. No payment made by Customer to the Company shall discharge his/her liabilities or obligations to the Company, until the Company shall have received unconditional and irrevocable payment in full in Hong Kong dollars without any set off, claim, condition, restriction or withholding whatsoever. The Company may apply payments so received in any order it thinks fit at its absolute discretion without prior notice or consent from Customer and should it consider appropriate (without being obliged to) in the following order in or towards payment of:
- all legal, debt collection fees, costs and expenses payable by Customer under the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan;
 - all accrued interests (excluding overdue interest) of the Loan;
 - all outstanding monthly instalments or (where demand for full repayment has been made by the Company) balance of the Loan;
 - all other fees, charges, and amounts owed or required to be paid by Customer under the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan, including but not limited to surcharge, overdue interest, early repayment fee and administrative charges.
33. Fees and charges and terms and conditions of the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan may be altered from time to time by the Company and the Company shall notify Customer with 30 days of any alteration by means of written notice mailed to Customer's last address notified to the Company from time to time.
34. Without prejudice and in addition to any other rights of the Company, the Company shall be entitled to do all or any of the following when Customer is in breach, or the Company has reasonable ground to believe that Customer is about to breach the terms and conditions of the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan:
- to increase or vary the interest rate which the Company thinks fit;
 - to increase the monthly instalment amount and shorten the repayment terms;
 - to charge 2% of the outstanding balance of the Loan as a service fee; and/or
 - to demand immediate full repayment of the Loan, interests and all other money outstanding.
35. Customer can refer to Repayment Schedule for the apportionment of principal repayment and interest repayment.
36. (i) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Company may be entitled at law, in equity, under the terms and conditions herein contained, the Note or any other agreement between the Customer and the Company, the Company shall have a lien on all of the Customer's property which may now or hereafter be in the Company's possession whether for safekeeping or otherwise, and the Company shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of the Customer's obligations and liabilities to the Company as the Company at its absolute discretion decides:
- any credit balance on any of Customer's account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) or of any other person with the Company or any other company related to or associated with the Company to which Customer may be beneficially entitled, and
 - any other sum due or owing by the Company to Customer in whatever currency(ies), and
 - any credit balance on any account opened by the Company in its name on behalf of Customer with any other financial institutions in the Hong Kong Special Administrative Region or elsewhere, against or on account of Customer's obligations and liabilities to the Company whether actual, future or contingent.

For the purposes of this Clause 36, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, insofar as any of Customer's liabilities are contingent or future, the Company's liability to make payment of any sum or sums standing to the credit of any of Customer's accounts to Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

- In case of a joint account, the Company may exercise the right in this Clause 36 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Company by one or more of the holders of such joint account.
 - The Company is authorized to carry out any currency conversion as the Company may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by Customer and shall form part of the Company's right of set-off under this Clause 36.
 - The Company shall also have the power to sell Customer's property coming into the possession or control of the Company for custody or for any reason and whether or not in the ordinary course of business of the Company as security, constituting the lien of the Company, to satisfy any obligation owed by Customer to the Company.
 - Customer agrees and acknowledges that his/her obligations and liabilities to the Company against which the Company is entitled to retain, set-off, appropriate and apply pursuant to this Clause 36 shall include (a) any time-bared obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (b) any other obligations and liabilities which for any reason(s) are unenforceable.
37. Notwithstanding the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained or in any other agreement between the Company and Customer, Customer shall on demand by the Company at any time immediately pay the outstanding principal of the Loan, accrued interest, overdue interests, early repayment fee and all other amounts owed or required to be paid under the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan. Without prejudice to the generality of the foregoing, Customer shall immediately pay all the aforesaid amounts if any one of the following events occurs:
- if Customer defaults in payment on the due date of any of the monthly instalments;
 - if a bankruptcy petition is filed by or against Customer;
 - any information provided or to be hereafter provided by Customer, including but not limited to that in the Form, is or proves to have been untrue, inaccurate or misleading in any material respect; or
 - any situation occurs which in the opinion of the Company may materially and adversely affect his/her ability to perform the obligations under the Form/the Note/Loan Confirmation Letter, the terms and conditions contained herein and other terms and conditions applicable to the Loan.
38. Customer hereby undertakes to indemnify on demand the Company against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature that it may incur or suffer, directly or indirectly, arising out of or in connection with the application and/or its reliance on any information provided by Customer therein or subsequently, from time to time, supplied by Customer except to the extent that the same is solely caused by the wilful misconduct of the Company or its employees or agents.
39. Customer agrees that the Company may, at its absolute discretion, release copies of the following documents to the guarantor(s) (if any):
- relevant Loan document(s) with Customer and/or extract(s) thereof which show(s) the extent of liability guaranteed by the guarantor(s);
 - formal demand for any overdue payment(s) issued to Customer by the Company;
 - most updated monthly statement(s) of account; and
 - other documents provided by the Company to Customer from time to time.
- Customer agrees that the Company may from time to time provide or transfer at its absolute discretion all or any information in relation to his/her credit and financial status to any third party which the Company considers appropriate without prior consultation with him/her and without any consent from him/her.
40. All products and services mentioned above are subject to the terms and conditions of the relevant account opening documentation, loan offering documentation and all other terms and conditions applicable to them respectively.
41. Sanctions
- In this Clause 41:
 - "Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.
 - "Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction.
 - "Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which Customer and any member of the Customer's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency.
 - "controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.
 - "Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation).
 - "Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company.
 - "majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).
 - "Restricted Person" means, at any time:
 - any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or
 - any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
 - any person controlled or majority owned by a person described in (i) or (ii) above.

- "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine.
- "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:
- the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
 - the United Nations Security Council;
 - the European Union and any European Union member state;
 - the United Kingdom;
 - the Monetary Authority of Singapore;
 - the Hong Kong Monetary Authority; or
 - any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (a) Customer and/or the Company (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (b) transaction(s) contemplated by the Form/Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan), (each, a "Sanctions Authority").
- (2) Customer hereby further warrants, represents and undertakes to the Company the following terms:
- Neither Customer, nor any of the security providers, nor any of the Customer's Affiliates is a Restricted Person.
 - None of the proceeds of any Loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.
 - No proceeds of any Loan shall be used to finance the purchase or transfer of any military goods or equipment.
 - Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 41(2).
 - Customer and his/her Affiliates and each of the security providers (if any) are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions.
 - Customer shall not, whether directly or indirectly, repay any Loan with funds or assets that:
 - constitute property of, or will be beneficially owned by, any Restricted Person; or
 - are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.
 - Customer will promptly deliver to the Company and permit the Company to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to him/her.
 - Customer shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions.
 - Customer shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Loan or the products and services of the Loan:
 - for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;
 - for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or
 - in any other manner which could result in Customer or the Company being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
 - Customer shall (and he/she shall ensure that each of his/her Affiliates will) conduct his/her business in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti-Money-Laundering Laws.
- (3) All the representations, warranties and undertakings in Clause 41(2) are deemed to be made by Customer by reference to the facts then existing during the period where the Loan or any part thereof remains outstanding.
42. The Form and the terms and conditions herein contained shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and Customer submits to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region.
43. If Customer consists of more than one person, the liabilities and obligations of each of Customer under the Form, the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan are joint and several.
44. In construing the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine or neuter and vice versa. If there is any inconsistency between the English version and Chinese version of the Form/the Note/the Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan, the English version shall prevail.
45. Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

Notes: To consider whether to make early repayment, please refer to "FAQ" of the Company's website.