



OCBC Credit (Hong Kong) 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 26 June 2023)

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 Bank (Hong Kong) Limited ("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 Bank (Hong Kong) 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 Bank (Hong Kong) 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 Bank (Hong Kong) 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@ocbc.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 county 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.