

大新銀行分期「快應錢」分期貸款申請表格 Express Money Instalment Loan Application Form



請即填妥申請表格並連同所需文件

1. 交回任何大新銀行分行；或
2. 寄回香港郵箱333號大新銀行收；或
3. 傳真至2828 8060

申請人必須為香港居民，年滿18歲並於香港工作。

若閣下現申請之分期「快應錢」未能獲得批核，本行或會安排其他貸款產品，閣下可於屆時決定接納與否。

Simply complete this application form and

1. Return to any Dah Sing Bank branches; or
2. Mail to Dah Sing Bank Ltd., GPO Box 333, Hong Kong; or
3. Fax to 2828 8060

Applicant must be a permanent resident of Hong Kong, aged 18 or above with employment in Hong Kong.

If your application of Express Money Instalment Loan cannot meet our credit approval requirements, the application will still be processed with an adjusted monthly flat rate and corresponding Annualized Percentage Rate, or other credit facilities plan may be offered. Customers can accept the offer at his own discretion.

申請快線 Application Hotline
2828 8111

貸款資料 LOAN INFORMATION	
<input type="checkbox"/> 一般客戶申請 General Customer (WOR/DOR)	
<input type="checkbox"/> 新入職人士申請 New Job Starter (請附公司入職信或僱員合約 Please provide employment letter or employment contract) (WFJ/DFJ)	
申請之貸款額為 Loan Amount Requested: HK\$ _____	
* 貸款額由HK\$5,000至HK\$500,000。新入職人士最高可貸款HK\$50,000。 Loan amount ranged from HK\$5,000 to HK\$500,000. Loan amount for new job starters is up to HK\$50,000.	
還款期 Repayment Tenor: <input type="checkbox"/> 24個月months <input type="checkbox"/> 36個月months <input type="checkbox"/> 其他Others: _____個月Months	
* 還款期由6至60個月。新入職人士最長為48個月。 Loan tenor ranged from 6 to 60 months. Loan tenor for new job starters is up to 48 months.	
貸款用途 Loan Purpose: _____	

個人資料 PERSONAL INFORMATION	
香港身份證上之英文姓名 English Name as printed on HKID Card (先生Mr./太太Mrs./小姐Miss)	

中文姓名 Chinese Name	舊名/別名 Former Name/Other Name (如有，請附有關證明 Please also submit relevant documents, if any)
_____	_____
出生日期 Date of Birth	_____ 日D/ _____ 月M/ _____ 年Y
香港身份證/護照號碼 HKID Card / Passport No.	國籍 Nationality
_____	_____
婚姻狀況 Marital Status: <input type="checkbox"/> 單身 Single <input type="checkbox"/> 已婚 Married <input type="checkbox"/> 離婚 Divorced	供養人數 No. of Dependents: _____
教育程度 Education Level: <input type="checkbox"/> 大專或以上 Post Secondary or Above <input type="checkbox"/> 中學 Secondary <input type="checkbox"/> 小學 Primary <input type="checkbox"/> 其他 Others	_____
住宅地址 Residential Address (請用英文正楷填寫 In Block Letters)	
室 Flat/Room _____ 樓 Floor _____ 座 Block _____	
大廈/屋邨 Building/Estate _____	
門牌號數及街道名稱 No. and Name of Street _____	
地區 District _____	
<input type="checkbox"/> 本人之永久地址與上述居住地址不同 (請另附永久地址證明) My permanent address is different from the above address (please provide additional permanent address proof)	
居住年數 Years There	年Y/ _____ 月M/ _____ 住宅電話 Home Tel. No. _____
住宅 Residence	<input type="checkbox"/> 宿舍 Quarters <input type="checkbox"/> 與家人/親戚同住 Live with parents/Relatives <input type="checkbox"/> 自置物業 Self-owned <input type="checkbox"/> 租賃 Rented <input type="checkbox"/> 按揭 Mortgaged <input type="checkbox"/> 政府屋邨 Public Housing Estate
每月按揭供款/租金 Responsible Mortgage Instalment/Rent Per Month: HK\$ _____	
通訊地址 Correspondence Address <input type="checkbox"/> 公司地址 Office Address <input type="checkbox"/> 住宅地址 Residential Address (郵政信箱恕不接納 P.O. Box NOT accepted)	

電郵地址 E-mail Address: _____	

職業 OCCUPATION	
自資經營 (只適用於專業人士) Self-employed (for professionals only) <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No 如屬自資經營，請附上商業登記證副本。If you are self-employed, please attach copy of Business Registration Certificate.	
任職公司名稱 Employer's Name (請用英文正楷填寫 In Block Letters)	

任職公司地址 Business Address (請用英文正楷填寫 In Block Letters)	
室 Flat/Room _____ 樓 Floor _____ 座 Block _____	
大廈 Building _____	
門牌號數及街道名稱 No. and Name of Street _____	
地區 District _____	
<input type="checkbox"/> 香港 Hong Kong <input type="checkbox"/> 九龍 Kowloon <input type="checkbox"/> 新界 N.T.	
公司電話 Office Tel. No.	手提電話 Mobile Phone No. _____ 傳呼機號碼 Pager No. _____
職位 Position	任職現公司年期 Years of Service 年Y/ _____ 月M/ _____
業務性質 Nature of Business	任職此行業年期 Years in Industry 年Y/ _____ 月M/ _____
基本月薪 HK\$ Basic Monthly Income HK\$	其他收入來源及金額 HK\$ Income Source and Amount HK\$

放款及還款戶口 DISBURSEMENT AND REPAYMENT ACCOUNT	
請選擇放款方式 Please select a disbursement method:	
<input type="checkbox"/> 請將所批核之貸款額存入本人以下之銀行戶口內 Please credit the total approved loan amount into my below mentioned bank account	
<input type="checkbox"/> 前往 _____ 分行以銀行本票提取所批核之貸款額 Collect the total approved loan amount in Cashier's Order at _____ Branch	
閣下必須填妥以下戶口資料 (戶口必須為以閣下個人名義開立的銀行戶口)，以便本行為閣下將批核貸款金額存入戶口內 (如適用) 及安排以自動轉賬從戶口中扣除每月供款。 Please provide account information so that the bank can arrange disbursement of approved loan amount (if applicable) and direct debit for your monthly repayment. Account must be a personal account and in name of the borrower.	
銀行及分行名稱 Bank and Branch Name: _____	
銀行編號 Bank Code: _____ 分行編號 Branch Code: _____	
本人之賬戶號碼 Account No.: _____	
還款戶口之持有人名稱 Name of Repayment A/C Holder (請用英文正楷填寫 In English)	

本人現授權本人之上述銀行，根據大新銀行不時給予本人銀行之指示，自本人之賬戶內轉賬予大新銀行。如因該等轉賬而令本人之賬戶出現透支 (或令現時之透支增加)，本人願承擔全部責任。本人同意通知大新銀行任何關於更改本人之銀行賬戶或取消付款方法及同意如本人之賬戶並無足夠款項支付該等授權轉賬，本人之銀行有權不予轉賬，且可向本人收取慣常之收費。本人確認本人之授權申請書內之簽名與本人賬戶 (支取此項轉賬之賬戶) 之簽名完全相同。本授權書將繼續生效直至另行通知為止。本人同意，本人取消或更改本授權書之任何通知，須於取消/更改生效日最少七個工作天之前交予本人之銀行及同時通知大新銀行。 I hereby authorize my above-named Bank to effect transfer from my account to that of DAH SING BANK (hereunder called beneficiary) in accordance with such instructions as my Bank may receive from the beneficiary from time to time. I accept full responsibility for any overdraft (or increase in existing overdraft) on my account which may arise as a result of any such transfer(s). I agree to notify the beneficiary of any change of bank account or cancellation of payment method and further agree that should there be insufficient funds in my account to meet any transfer hereby authorized, the Bank shall be entitled, at its discretion, not to effect such transfer in which event the Bank may make the usual service charge to be paid by me. I confirm that, my signature(s) on this application form is/are the same as that for the operation of my Savings/Current Account to be debited for the transfer. This authorization shall have effect until further notice. I agree that any notice of cancellation or variation of this authorization which I may give to my Bank shall be given at least seven working days prior to the date on which such cancellation/variation is to take effect and at the same time such notice shall be given to the beneficiary.	

附交文件 REQUIRED DOCUMENTS	
為儘快處理閣下之申請，請附上下列文件之副本：	
一般客戶： • 香港身份證 • 最近一個月顯示入息之銀行月結單或存摺 (請附上存摺內印有閣下姓名及賬戶號碼之首頁) • 最近之現時居住地址證明文件，如水電費單或銀行月結單 • (專業人士適用) 專業資格證明 (適用於貸款額HK\$300,000或以上)	
新入職人士： • 香港身份證 • 入職證明，如公司入職信或僱員合約 • 最近之現時居住地址證明文件，如水電費單或銀行月結單	
To ensure prompt processing of your application, please enclose copies of the following documents.	
General Customer: • HKID Card • Bank Statement or Passbook showing your last one month salary (including the inside cover page of your Passbook which shows your name and account number) • Latest evidence of current residence in Hong Kong such as utility bills or bank statement. (For professionals) Proof of professional qualification (applicable to loan amount of HK\$300,000 or above)	
New Job Starter: • HKID Card • Evidence of employment e.g. employment letter or employment contract • Latest evidence of current residence in Hong Kong such as utility bills or bank statement.	

聲明及簽署 DECLARATION & SIGNATURE	
本人確定本人已詳閱，明白並同意受此申請表背頁所列之簽署聲明及章則及條款所約束 I confirm that I have read, understand the Declaration and Dah Sing Bank Express Money Instalment Loan Terms and Conditions and agree to be bound by them.	
X	申請人簽署 Applicant's Signature _____ 日期 Date _____
請保證此簽署與還款銀行賬戶紀錄完全相同，並於任何刪改處加上同樣之簽名。 Please ensure that your signature here match with the signature held at the Bank of your repayment account and sign the same besides any corrections you have made.	

銀行專用 FOR BANK USE ONLY				
Witness's Full Name	Witness's Signature	Loan Ref.		
<input type="checkbox"/> A <input type="checkbox"/> R	\$	Rate	%	Term
Auth. Sig	WOR (一般客戶 General Customer) WFJ (新入職人士 New Job Starter)			
	DOR (DS一般客戶 DS General Customer) DFJ (DS新入職人士 DS New Job Starter)			

聲明 DECLARATION

有關本人於大新銀行(下稱「銀行」)之分期「快應錢」(下稱「貸款」)申請,本人確認及保證在此或其他地方有關本人此申請而提供之資料均屬真實及正確,並授權銀行作出所有所需之詢問。本人亦授權銀行於任何時間向或給予任何銀行認為有需要之人士(包括但不限於任何信貸資料服務機構或財務機構)收集及轉移本人之個人及信貸資料,以作出確證或披露、搜集、交換及分享本人或與是項貸款申請及貸款及有關服務有關之任何事項之資料,以作出信貸檢察或風險評估。若本人未能向銀行提供上述資料,則銀行可能不接受本人之申請。銀行保留要求其他文件或資料之權利而提交之文件副本將不被發還,而未能提供其要求之文件或資料可以引致銀行拒絕本人之申請。此申請之接納與否、批核之貸款額及有關之貸款條款及關於貸款的其他條款,銀行有唯一絕對決定權而毋須提供理由。本人可以書面聯絡銀行之資料保護主任以查閱或要求改正本人之個人資料而銀行有權收取手續費。銀行有權因應市場情況而隨時調整手續費及一切其他費用。本人同意於還款期內,每月繳付按銀行所訂之手續費(詳情將於銀行批出貸款時通知)予銀行,惟該手續費可按銀行酌情決定予以變更。本人亦同意在任何提早償還貸款之情況下,仍需繳付提早償還該月之手續費及提早全數還款手續費予銀行。

本人聲明本人名下由任何金融機構發出之信用卡及其他貸款(有抵押或無抵押),從沒有因欠賬而被取消,並聲明本人現於其他金融機構之貸款欠款(包括信用卡及其他貸款)並沒有逾期還款超過10天,本人再聲明本人從沒有被頒佈破產令或被作出任何種類之重整債務還款計劃,本人亦沒有進行申請破產或任何種類之重整債務還款計劃,及沒有意圖申請破產或債務重組。假如申請表以傳真方式傳送,銀行將有權視收到之傳真本在任何方面皆為真確及對本人有約束力。如透過電話申請,銀行有權以本人與客戶服務員之對話在任何方面皆為真確及對本人有約束力。

本人明白銀行批核貸款之決定將基於此聲明或其他地方之陳述而作出。

如本人與銀行之董事或僱員有任何親屬關係,本人定當以書面通知銀行。

本人確定本人已詳閱,明白並同意受到此申請表包括其章則及條款所約束及本人承認及同意不論本人之申請其後遭撤回及拒絕與否,銀行可根據不時給予客戶「有關客戶資料的客戶通知」作所指定的用途及向指定人士披露所有由本人應銀行之要求而提供有關之個人資料。

* 若本文件之中英文本有任何歧異,概以英文本為準。

In connection with my application for the Express Money Instalment Loan (the “Loan”) of Dah Sing Bank Bank (the “Bank”), I confirm and warrant that the information given herewith or otherwise in respect of my such application is true and correct, and authorize the Bank to make all necessary enquiries. I also authorize the Bank to collect and transfer my personal and credit data from and to any party (including but not limited to any credit reference agencies or financial institutions) as the Bank deems necessary for verification or to disclose, obtain from, exchange or share with any party any information of myself and/or any matters relevant to this application and the Loan and related services at any time for the purpose of providing credit review or risk assessment. My failure in providing any of the above data to the Bank may result in this application being rejected. The Bank reserves the right to request for other documents or information and copies of documents supplied are not returnable and failure to supply may result in the Bank’s rejection of my application. The acceptance of this application, the loan amount granted, the repayment terms and other terms in respect of the Loan, shall be at the sole absolute discretion of the Bank without giving reason. I may contact the Data Protection Officer of the Bank in writing to gain access to or request correction to my personal data while the Bank reserves the right to charge me handling fee. The Bank reserves the rights to revise the handling fee and other fees according to the market situation. I agree to pay the Bank during the repayment period a handling fee (details will be provided when the Loan is approved) calculated at such rate as the Bank may from time to time specify at its full discretion. I also agree that, in the event of any prepayment, I still have to pay the Bank the handling fee for the month and Early Settlement Handling Fee in which the prepayment is made.

I declare that no credit card or loan (secured or unsecured) under my name issued by any financial institutions has been cancelled due to default in payment, and there is no current overdue payment exceeding 10 days in respect of my loan indebtedness (including credit card and any loans) with other financial institutions. I further declare that no bankruptcy order or any kind of restructured debt repayment plan has ever been made against me and I am not in process of petitioning for bankruptcy or any kind of restructured debt repayment plan, nor have any intention so to do. In case this application form is sent by fax, the Bank shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on me. Where any application is made by telephone, the Bank shall be entitled to treat such communication as made or fully endorsed by and binding on me.

I understand that the Bank’s decision to grant the Loan is dependent on the representations made in this Declaration or otherwise.

I agree to inform the Bank in writing if I have any relationship with any of the Bank’s directors or employees.

I confirm that I have read, understood, and agreed to be bound by this application form including the Terms and Conditions. I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of the Bank may be used and disclosed by the Bank for such purpose and to such persons in accordance with the Bank’s “Notice to Customers relating to Customers’ Data” made available by the Bank to customers from time to time.

In case of any discrepancy between the English and Chinese versions of this document, the English version shall prevail.

分期「快應錢」章則及條款

本人(「借貸人」)願意遵守以下章則及條款：

1. 提取
 - 1.1 借貸人將一次過提取所有大新銀行(「銀行」)分期「快應錢」(「貸款」)，銀行將依照貸款文件上所載之利率收取利息。除非借貸人希望以本票提取或轉賬到借貸人指定及銀行同意的其他戶口，否則貸款將會被存入借貸人在申請表上指定並以個人名義在銀行之其中一個開設的戶口。
2. 利息
 - 2.1 貸款之利息將由款項提取日起計算，銀行可以其唯一決定權並按貸款額、貸款期限和分期還款條件而釐訂固定平息利率並以每月計算利息(詳情將於銀行批出貸款時通知)，並受限於銀行隨時作出的更改。銀行亦可在每月還款額中以其認為適合的方式分配清還貸款、利息和保險費，而此每月還款額會被調整至個位整數。
3. 還款/提早還款
 - 3.1 借貸人將以銀行所同意的月供分期並在銀行提議及由借貸人選擇的貸款期限內通過一個指定的還款戶口不論是在銀行或在香港的其他銀行設立的(「還款戶口」)，攤還貸款及利息、到期利息、費用、開支、保險費(詳情將於銀行批出貸款時通知)和下列所提及之其他責任，並授予銀行不可撤銷之權力在還款戶口每月之付款到期日自動扣除月供還款，但不影響銀行有權要求全數立即清還。**借貸人承諾在還款戶口內維持足夠的款項以應付在到期時每月的還款。**
 - 3.2 一般而言，香港銀行交換及結算只會在星期一至五進行。如到期繳款日期是
 - (a) 星期六，星期日或公眾假期，有關款項將於下星期一或下一個香港銀行結算日過賬；但如該下一個結算日屬於下一個月份，則提前一個結算日過賬；或
 - (b) 一個月的29, 30或31日，而某月並沒有相同日子，有關款項將於該月份的最後一個香港銀行結算日過賬。
 - 3.3 部份還款將不會被允許。但提早還款將會被接納，但該還款額將要是月供款額之倍數。在這提早還款後，付款到期日將被調整。
 - 3.4 銀行可在其絕對酌情權下決定批准提早全數還款，但須預先通知並受制於清還貸款所欠之本金全數、到期利息、人壽保險費用及在貸款本金欠數2%(受制於五百元的下限)所計算之手續費。銀行有絕對酌情權決定以上各項結欠的計算方法，而計算方法會和借貸人於申請表上所述的計算方法可能有所不同。貸款所欠之本金全數會按“78法則”之方程式計算。
 - 3.5 假如在付款到期日銀行未有收到還款，銀行可就其認為適合時在到期日後的其他日期於還款戶口過賬，逾期付款收費之計算包括就銀行宣佈之利率及計算日而釐定之逾期付款收費，罰款及利息。假若還款是通過借貸人與其他銀行開設的戶口作出，借貸人亦須支付由有關銀行因為該等過賬而徵收之未繳退回自動轉賬費用。
 - 3.6 假如借貸人在到期日未付任何月供還款，須支付逾期費用為欠供款項之月息五釐計算(受制於每月三百元的下限)計算，由到期日起計直至真正還款日為止。
4. 違犯事項
 - 4.1 在發生以下任何一種情況下，所有在本文下之欠款連同執行本章則之律師費用(以合理數目及合理地招致)將立即到期及須立即支付：-
 - (a) 借貸人在任何供款的到期日未付還款；或
 - (b) 借貸人無力償債；或
 - (c) 有任何向借貸人發出或針對借貸人之執行或扣押財物行動；或
 - (d) 銀行在其意見下有任何情況發生使其合理地相信借貸人或許不會(或不能)履行其在本文下之責任。
 - 4.2 銀行有唯一及絕對酌情權在有事前通知或無事前通知下以週期性地覆核此項貸款。
 - 4.3 縱使本文有其他規定，銀行仍明確地保留唯一及絕對酌情權在有事前通知或無事前通知下：
 - (a) 以增加、減少、取消、暫停、撤回、終止及/或修改全數或部份貸款不管已使用或未使用；及/或
 - (b) 以行使凌駕性權利要求全數或部份貸款還款。
5. 對銷
 - 5.1 除了任何抵銷或一般留置權或在法律下銀行享有的類似權利，借貸人同意銀行有權並在法律所容許下獲授權可於任何時候在沒有事先通知借貸人的情況下，抵銷及/或轉移並應用借貸人於銀行或銀行集團公司戶口內全部或任何之結餘款項，不論該等帳戶已否到期或到期應支付或屬即期或須通知而提取之存款，及包括由銀行管有或控制之資產，不論其為任何性質或貨幣，為單獨或與他人聯名擁有，以清償借貸人欠付銀行不論以任何貨幣為單位的債務。若某些欠銀行的款項因某些待發事件或償還期限未到尚未需要償還，銀行或銀行集團公司有權暫停支付相等於欠款額的戶口存款予借貸人，直至此待發事件發生為止。若借貸人未能償還任何欠付銀行的結欠債項，銀行將極可能行使其在本條款下的權利。當該等合併、抵銷或轉移需要將一種貨幣兌換成另一種貨幣時，該等兌換將以銀行絕對地決定之當時通行之即時兌換率計算(有關資料將應借貸人要求而提供)。就本條款及7.2條之目的而言，「銀行集團公司」一詞指銀行的控股公司、銀行或其控股公司的任何附屬公司以及所有聯營或關連公司。
6. 追討欠款費用
 - 6.1 銀行或其中一所銀行可在其絕對酌情權下認為合適時採取任何行動執行關於貸款之權利，包括但不限於僱用第三者代理人去追收欠下銀行之款項。**借貸人有責任在要求下償還及補償銀行一切該等第三者代理人合理數目及合理地招致的費用及支出，以及銀行本身之律師費及支出。**
7. 個人及賬戶資料
 - 7.1 借貸人承認已由銀行處收到有關客戶資料的客戶通知。
 - 7.2 除了在《個人信貸資料實務守則》(“該守則”)下准許經信貸資料機構及追討欠款公司之渠道去處理個人信貸資料外，借貸人茲同意(在法律所容許之情況下)銀行之間及其承包商或外發商及銀行集團公司及其他金融機構，消費卡或信用卡發行公司之間收集個人或賬戶資料，及於以使用、處理、轉移及查閱並有關用作包括但不限於提供信貸，信貸檢討，信貸評分，配對或直接促銷之合法業務。
 - 7.3 在該守則中有關在貸款期間或在貸款結束時銀行的延續責任及借貸人之查閱及刪除資料的權利將同樣地應用於本文第7.2項條款所述之資料之處理。
8. 雜項
 - 8.1 **借貸人如對於清還或繳付任何欠款或款項有任何困難，或如借貸人的職業、住宅地址或電話號碼有任何更改，借貸人應立即以書面通知銀行。**
 - 8.2 銀行可不時更改貸款的任何章則及條款(包括費用及收費)，銀行將以書面發給借貸人最後通知銀行的地址或其他銀行在不同情況下認為合適之任何其他方式通知借貸人有關之更改。
 - 8.3 在提供貸款服務的過程中，銀行可能需要以錄音記存借貸人的口頭指示，及/或借貸人與銀行在該服務過程中的任何對話。
 - 8.4 章則及條款中任何條款因任何理由失效將限於該失效而將不影響其餘章則及條款的效力。
 - 8.5 銀行對任何權利運用或執行中的不履行或延誤將不構成該權利的豁免。
 - 8.6 借貸人不可轉讓借貸人根據本章則及條款所享有的全部或任何部份權利。銀行可轉讓，分割或轉移任何本章則及條款內之權利及義務。
 - 8.7 銀行向借貸人發出的各種通告、結單或書信，可用平郵方式寄往借貸人最近報稱之地址。該等文件在郵寄後須視為已即時發出。借貸人發給銀行的一切通知及其他通訊，於銀行實際收到時方為送達。
 - 8.8 本章則及條款將根據香港特別行政區之法律管轄及註釋。如英文及中文版本有任何不符合時，應以英文版本為準。在本文內的一般條款均受制於個別銀行中的每一間銀行的貸款函件所列出之特別條文及條款。

Express Money Instalment Loan Terms & Conditions

I, (the "Borrower") agree to abide by the following terms and conditions.

1. Drawings

1.1 The principal sum advanced ("the Loan") is to be drawdown in one lump sum at the interest rate mentioned in the facilities letter issued by Dah Sing Bank (the "Bank"). Proceeds of the Loan will be credited to the personal designated account of the Borrower maintains with either of the Bank as stipulated in the application form unless the Borrower wishes to withdraw the money by cashier order or by transfer to other accounts designated by the Borrower and agreed to by the Bank.

2. Interest

2.1 Interest on the Loan shall accrue from date of drawdown and calculated at such fixed flat rate as the Bank determines at its sole discretion depending on the size of the Loan, the loan tenor and the instalment terms (details will be provided when the Loan is approved) and subject to variation as the Bank may announce from time to time and calculated on monthly basis. The monthly repayment amount shall be apportioned between the Loan, interest and credit life insurance premium in such manner as the Bank thinks fit.

3. Repayment/Prepayment

3.1 The Borrower shall repay the Loan together with interest, accrued interest, charges, expenses, credit life insurance premium (details will be provided when the Loan is approved) or other liabilities hereinafter mentioned, by the number of monthly instalments agreed to by the Bank and within the loan tenor offered by the Bank and selected by the Borrower and through a designated repayment account, whether maintained with the Bank or other banks in Hong Kong ("the Repayment Account"). **The Borrower irrevocably authorizes the Bank to auto-debit the Repayment Account on the payment due date for instalment repayment on monthly basis, subject however to full repayment on demand and undertakes to keep the Repayment Account with adequate funds to meet each monthly repayment as it falls due.**

3.2 In general, clearing and settlement of banks in Hong Kong take place from Mondays to Fridays only. If the payment due date for a particular instalment falls

(a) on a Saturday or a Sunday or a public holiday, the repayment will be made on the following Monday or the following clearing day in Hong Kong, unless such clearing day shall fall in the next calendar month then it shall be made on or as at the immediately preceding clearing day; or

(b) on either 29th, 30th or 31st of a month and a particular month does not have that date, the repayment will be made on the last clearing day in Hong Kong of that month.

3.3 Partial repayment is not allowed. However, prepayment is accepted provided that the prepayment amount is the multiple of the monthly instalment amount. After each prepayment, the payment due date will be adjusted.

3.4 **Early settlement will be permitted on prior notice and on such terms as the Bank may at its absolute discretion decide subject to repayment of the entire outstanding principal of the Loan, accrued interest, credit life insurance premium and handling fee of 2% (subject to a minimum of HK\$500) on the outstanding principal amount of the Loan. The Bank may at its sole discretion determine how the early settlement amount is to be calculated or re-calculated in such manner (including a manner different from that mentioned in the Borrower's application form). The entire outstanding principal amount of the Loan is calculated on the basis of the formula known as the "Rule of 78".**

3.5 **Where repayment is not received by the Bank by the payment due date, the Bank may make further debits on such other days after the due date as the Bank thinks fit and the Borrower agrees to pay for the late repayment charges, penalty charges and interest at such rate and from such time as the Bank may announce. If the repayment is made through an account maintained by the Borrower with other banks, the Borrower shall also pay for the autopay returned unpaid charge as imposed by the relevant bank due to those further debits.**

3.6 **If the Borrower fails to make any monthly instalments when due, a late charge at 5% per month on instalment arrears (subject to a minimum of HK\$300 per month) [1] shall be payable from the due date to the date of actual payment.**

4. Events of Default

4.1 All moneys payable hereunder together with legal costs (at a reasonable sum and reasonably incurred) in enforcing the terms hereof shall become immediately due and payable upon the happening of any one of the following events.

(a) if the Borrower defaults in payment on the due date of any of the instalments; or

(b) if the Borrower is insolvent or unable to pay his debt; or

(c) if the Borrower has any execution or distress issued or levied against him; or

(d) if any circumstances occur which in the opinion of the Bank gives reasonable grounds for belief that the Borrower may not (or may not be able to) perform his obligations hereunder.

4.2 The Loan facility will be subject to the Bank's review periodically as the Bank deems fit at its sole and absolute discretion with or without prior notice.

4.3 Notwithstanding any provision to the contrary in this document, the Bank nevertheless expressly reserve the right at its sole and absolute discretion at any time with or without prior notice:

(a) to increase, reduce, cancel, suspend, withdraw, terminate and/or modify the Loan facility or any part or parts thereof whether used or unused; and/or

(b) to exercise the overriding right of demand to the repayment of the Loan facility or any part or parts thereof.

5. Set-Off

5.1 **In addition to any right of set-off or other general lien or similar right to which the Bank may be entitled in law, the Borrower hereby agrees that the Bank shall have the right and is authorized to the fullest extent permitted by law, at any time and from time to time hereafter and, without prior notice to the Borrower, to set-off and/or initiate transfers of and apply all or any of the credit balances (whether or not matured or due and payable or subject to any notice or not, and including property in the possession or control of the Bank) of the accounts (whether or not in Hong Kong or foreign currency) maintained with the Bank or with any Bank Group Company, whether singly held by the Borrower or jointly with another person, in or towards discharging the Borrower's liabilities to the Bank. Insofar as any of the sums may only be due to the Bank contingently or in future, the liability of the Bank or any Bank Group Company to the Borrower to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. The Bank's Right under this clause will most likely be exercised by the Bank if the Borrower fails to repay any outstanding indebtedness due to the Bank. Where such combination, set-off or transfer require the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank as absolutely determined by the Bank (the details of which will be provided to the Borrower upon request). For the purpose of this Clause and Clause 7.2, the expression "Bank Group Company" means holding company of the Bank, any subsidiary of the Bank or of its holding company and all associated or related companies.**

6. Collection Charges

6.1 The Bank and each of them may take such action as it in its absolute discretion thinks fit to enforce its rights in respect of the Loan including without limitation employing third party agencies to collect any sums owing to the Bank. **The Borrower shall be liable to reimburse on demand and indemnify the Bank against all charges and expenses which are of reasonable amount and are reasonably incurred of such third party agencies and the Bank's own legal costs and expenses.**

7. Personal and Account Data

7.1 The Borrower acknowledges that he has received a copy of the Bank's Notice to Customers relating to Customers' Data.

7.2 In addition to the permitted handling of consumer credit data under the Code of Practice on Consumer Credit Data (the "Code") by reference to Credit Reference Agency and Debt Collection Agency, the Borrower hereby consents (so far as is permissible in law) to the collection use processing and transfer of and access to personal and account data between the Bank and their respective contractors or outsourced agents and including Bank Group Company as well as other financial institutions, debit or credit card issuers and in connection with the lawful business of such entities including but not limited to the provisions of credit, credit review, credit scoring, matching or direct marketing.

7.3 The provisions in the Code concerning the Bank's continuing obligation during or upon termination of the Loan and the right of the Borrower to access and to delete shall equally apply to the handling of data mentioned in clause 7.2 hereof.

8. Miscellaneous

8.1 **The Borrower shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank; the Borrower shall also promptly inform the Bank in writing of all changes in employment, residential address or telephone number.**

8.2 Any terms and conditions (including fees and charges) of the Loan may be altered from time to time by the Bank. The Bank will notify the Borrower of such alteration by written notice thereof sent to the Borrower's last address notified to the Bank, or by any other channels that the Bank may think fit under different circumstances.

8.3 In the course of providing loan services, the Bank may need to record verbal instructions received from the Borrower and/or any verbal communication between the Borrower and the Bank in relation to such services.

8.4 Terms and Conditions which is invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions.

8.5 No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right.

8.6 The Borrower may not assign the whole or any part of his rights under this terms and conditions. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this terms and conditions.

8.7 All notice, statement or correspondence given by the Bank may be sent by ordinary post to the Borrower's last known address and shall be deemed to have been given immediately after posting.

8.8 These terms and conditions are governed by and construed in accordance with the law of Hong Kong Special Administrative Region and in case of any inconsistency between the English and the Chinese version, the English version shall prevail. The general terms hereof are subject to the special terms and conditions set out in the facilities letter of each of the Bank.