

OCBC Wing Hang Credit Limited (“the Company”) Loan Terms and Conditions
(Applicable to Personal Loan, Education Loan, Professional Loan and Decoration Loan)
Customer is required to comply with and execute the following terms:

A. Personal Loan

(i) General Personal Loan / Balance Transfer Personal Loan

- 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.
- 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:
 - overdue interest at the interest rate of monthly effective rate plus 0.875% calculated from the due date until the date of actual repayment
 - 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).
- 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:-
 - 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;
 - 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.

(ii) “60-Day Interest-Free Payment Holiday” Personal Loan

- 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.
- 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.
- Customer understands that partial repayment of the Loan is not permissible.
- 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.
- 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.
- 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.
- 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:-
 - 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;
 - 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.

B. Education Loan

- 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.
- 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.
- 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:-
 - 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;
 - 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.
- Customer should open a deposit saving account in OCBC Wing Hang Bank (“Bank”) and uses it as the repayment account of the Education Loan.
- 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.
- 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.
- 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.
- 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).
- (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.

C. Professional Loan

- The handling fee will be fully waived for customers who apply this loan.
- 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).
- 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.

D. Decoration Loan

- 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.
- 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).
- 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:-
 - 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;
 - 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.

E. Common Terms and Conditions Applicable to All Products

- 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.
- 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.
- 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.
- 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.
- 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.

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" 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. 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 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.
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, 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.
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.
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.
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.
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.
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.
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 that 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 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.
28. Customer hereby agrees that if his/her designated 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 day's 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 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 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.**
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;**
 - 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**, 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 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.
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:
- 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. (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:
- 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 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.
- 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.
 - 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.
 - 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.
 - 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. 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:
- 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.
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 agrees that the Company may, at its absolute discretion, release copies of the following documents to the guarantor(s) (if any):
- relevant Loan agreement(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.
39. 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.
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.
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.
42. 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.