

申請所需文件副本 Copies of Required Document

- | | |
|---|---|
| <input type="checkbox"/> 所有分行之商業登記證 Business Registration Certificate of All Branches | <input type="checkbox"/> 強制專業彌償之收據或繳款通知書 (如有) Receipt or Debit Note of Compulsory Professional Indemnity (if any) |
| <input type="checkbox"/> 獨資東主/所有合夥人之香港身份證 Hong Kong Identity Card(s) of the Sole-proprietor/All Partners of the Applicant | <input type="checkbox"/> 專業彌償之預保合約 (如有) Confirmation of Cover for Top-up Professional Indemnity (if any) |
| <input type="checkbox"/> 最近三個月之公司銀行月結單 Company Bank Statement for Last 3 Months | |
| <input type="checkbox"/> 合夥人其中一個慣常使用戶口之印鑑紀錄 Certified Copy of Bank Account Mandate/Signatory of the Partnership for at least one of the bank accounts currently in use by the Partnership | |
| <input type="checkbox"/> 最近期報稅表/最近期繳稅通知書/最近期財務報告 Latest Tax Return/Latest Tax Demand Note/Latest Financial Statement | |

請用正楷填寫資料，並於適當的空格內填上「✓」號。
Please complete in BLOCK LETTERS and fill "✓" in appropriate boxes.

貸款資料 Loan Information

申請貸款額 港幣 _____ 元 還款期 (月) _____
Loan Amount Applied HK\$ _____ Repayment Period (Months) 12 24 36 48 其他 Others _____

本人/吾等之每月還款金額 是來自本人/吾等之收入 非來自本人/吾等之收入 (請註明)
My/Our monthly repayment amount: comes from my/our income does not come from my/our income (Please specify) _____

請選擇下列提取貸款形式 (可「✓」多於一項)
Please select the following means of loan drawdown (Can "✓" more than 1 option)

簽發一張抬頭為 _____ 的支票，讓本人/吾等提取。
Issue a cheque payable to 『 _____ 』 for my/our collection.

即時轉賬至以下戶口：
Online transfer to the following account:
收款銀行名稱 _____ 收款銀行戶口號碼 _____
Name of Payee Bank _____ Payee Bank Account No. _____
戶口持有人姓名 _____
Name of Account Holder _____

申請人資料 Applicant Information

公司名稱 (英文) _____ (中文) _____
Name of Firm (in English) _____ (in Chinese) _____

商業登記證號碼 _____ 成立日期 _____
Business Registration Certificate No. _____ Date of Establishment _____
日 Day 月 Month 年 Year

經營性質 獨資經營 合夥經營 年度營業額 港幣 _____ 元
Trading as Sole-proprietorship Partnership Annual Sales Turnover (HK\$) _____

公司地址 (英文) _____
Business Address (in English) _____

聯絡人 (先生/小姐) _____ 聯絡電話 _____
Contact Person (Mr./Ms.) _____ Contact Phone No. _____

傳真號碼 _____ 電郵地址 _____
Fax No. _____ Email Address _____

獨資東主/合夥人資料 Sole-Proprietor/Partner(s) Information

合夥人總數 Total No. of Partners _____

獨資東主/合夥人姓名 _____ (香港身份證號碼/護照編號) _____	獨資東主/合夥人姓名 _____ (香港身份證號碼/護照編號) _____
Name(s) of Sole-proprietor/Partner(s) (H.K.I.D. Card No./Passport No.)	Name(s) of Sole-proprietor/Partner(s) (H.K.I.D. Card No./Passport No.)

1. _____ () 6. _____ ()

2. _____ () 7. _____ ()

3. _____ () 8. _____ ()

4. _____ () 9. _____ ()

5. _____ () 10. _____ ()

*如此欄不足，其他合夥人資料可另附上。
Please provide additional details of partner(s) if necessary.

銀行及其他信貸資料 Bank & Credit Reference

本人/吾等全部及正確之信貸資料如下：

My/Our credit facilities with full and accurate details are as below:

銀行/財務機構名稱

Name of Bank/
Financial Institution

(1)

(2)

信貸類別
Type of Facility

分期貸款
Instalment Loan

按揭貸款
Mortgage Loan

商業相關
Commercial related

分期貸款
Instalment Loan

按揭貸款
Mortgage Loan

商業相關
Commercial related

貸款額(港幣)

Loan Amount (HK\$)

每月供款額(港幣)

Monthly Instalment (HK\$)

尚餘期數

Outstanding Tenor

還款人

Repayment By

本人/吾等

公司

其他(請註明)

Me/Us

Company

Others(Please specify)

本人/吾等

公司

其他(請註明)

Me/Us

Company

Others(Please specify)

#如信貸資料多於2項，請影印此頁及填上有關資料，連同本申請表一併交回。

If credit facilities are more than 2 items, please photocopy this section and return together with the application form upon completion.

直接付款授權書 Direct Debit Authorization

銀行及分行之名稱

Bank and Branch Name

銀行編號

Bank No.

分行編號

Branch No.

本人/吾等之賬戶號碼

My/Our A/C No.

- 為繳付本人/吾等於任何時間虧欠貸款人(釋義如下)之債項，包括但不限有關於獲貸款人批准之貸款其每月之還款、有關此貸款之總欠款、適用於本人/吾等之收費、費用及開支及其他本人/吾等於任何時間欠付貸款人(釋義如下)之責任，本人/吾等現授權本人/吾等之上述銀行(「該銀行」)，根據華僑永亨信用財務有限公司(「貸款人」)不時給予該銀行之指示，儘管有任何爭議或可能撤回貸款人於以下所述之權利，自以上本人/吾等於該銀行之賬戶內將款項轉入予貸款人之戶口而毋須徵得本人/吾等同意。
I/We hereby authorize my/our above named Bank ("the Bank") to effect transfers from my/our above account with the Bank to that of OCBC WING HANG CREDIT LIMITED ("the Lender") in accordance with such instructions as the Bank may receive from the Lender from time to time for the purpose of repaying any indebtedness at any time owed by me/us to the Lender including, without limitation, monthly instalments in respect of the loan approved by the Lender, the total outstanding amount in respect of the said loan, interest payments, all charges, fees and expenses applicable to me/us and other liabilities at any time owed by me/us to the Lender, without reference to or consent from me/us notwithstanding any dispute or purported revocation of the rights of the Lender hereunder. I/We agree that the Bank shall not be obliged to ascertain whether or not notice of such transfer has been given to me/us.
- 如因上述任何轉賬而令本人/吾等之上述賬戶出現透支(或令現時之透支增加)，本人/吾等願共同及各別承擔全部責任。本人/吾等同意該銀行毋須證實該等轉賬通知是否已交予本人/吾等及同意如本人/吾等上述之賬戶並無足夠款項支付任何該等授權轉賬，該銀行有權不予轉賬，且可向本人/吾等收取慣常之收費。儘管有前述規定，本人/吾等承諾時刻均會於本人/吾等上述賬戶內存有足夠款項以作還款予貸款人之用。
I/We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on my/our said account which may arise as a result of any such transfer(s). I/We agree that should there be insufficient funds in my/our said 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 charge the usual fees to be paid by me/us. Notwithstanding the foregoing, I/we undertake to maintain, at all times, sufficient funds in my/our said account for repayment to the Lender.
- 本人/吾等確證本人/吾等在本授權書內之簽名與本人/吾等上述賬戶之簽名完全相同。本授權書將繼續生效直至所有欠款已全數繳付及令貸款人滿意。該銀行就此安排之一切費用、收費、利息、手續費及開支均由本人/吾等負責。
I/We confirm that, my/our signature(s) on this authorization is/are the same as that for the operation of my/our said account. This authorization shall continue to have effect until full repayment to the satisfaction of the Lender. All costs, charges, interest, fees and expenses that may be levied by the Bank in connection with this arrangement shall be borne by me/us.
- 本人/吾等授權貸款人可不時向該銀行提供有關本人/吾等之資料及有關本人/吾等於貸款人之賬戶資料以用作設立或維持此項安排。本人/吾等授權該銀行可不時向貸款人提供所有有關於本人/吾等於該銀行之上述賬戶之資料。
I/We hereby authorize the Lender to provide, from time to time, the Bank with all information about me/us and about my/our account with the Lender for the purpose of establishing or continuing this arrangement. I/We also authorize the Bank to provide, from time to time, to the Lender all such information relating to my/our above account with the Bank.
- 本人/吾等現承諾會按要索彌償貸款人因此項安排而引致貸款人可能蒙受或招致之一切損失、損害、費用、索償、申索、訴訟及責任，不論任何性質亦然，除非(及只限於)乃純粹因貸款人或其僱員或代理人蓄意行為不當或疏忽所引致的，則屬例外。
I/We hereby undertake to indemnify upon demand the Lender against all losses, damages, costs, expenses, claims, demands, proceedings, and liabilities of whatsoever nature that it may suffer or incur, directly or indirectly, arising out of this arrangement except to the extent that the same is solely caused by the wilful misconduct or negligence of the Lender or its employees or agents.

X

賬戶持有人簽署

Signature(s) of Account Holder(s)

(簽署必須與支付銀行賬戶印鑑相同)

(Please use the signature(s) filed with Paying Bank)

日期

Date

與銀行之關係 Relationship With The Bank

台端，或 貴公司之任何董事、合夥人、經理或代理人，或台端或 貴公司之任何擔保人，是否下列人士或團體，或下列人士之親屬(包括前配偶及同居者)：銀行(或其任何附屬公司及聯屬公司)之董事/僱員/控權人(即無論是單獨或與任何相聯者控制已發行股份百分之10或以上)？

Are you, or is any of your directors, partners, managers or agents, or is any of your guarantors, one of the following persons or bodies, or a relative (including ex-spouse and cohabitee) of one of the following persons: director / employee / controller (i.e. either alone or together with any associate controlling 10% or more of the issued shares) of the Bank (or any of its subsidiaries and affiliates)?

是 請填報

有關人士之姓名

Yes Please state: Name of relevant person

機構及部門名稱

Company & Department

與申請人關係

Relationship with Applicant

(SC091A)

否 倘若上述所報之資料不再準確、真實及正確，本人(等)承諾立刻以書面通知華僑永亨信用財務有限公司。

No I/We undertake to notify OCBC Wing Hang Credit Limited immediately in writing if the information given above is no longer accurate, true and correct.

聲明及簽署 Declaration and Signature

本人/吾等承認已收受從華僑永亨銀行有限公司(「貴銀行」)/華僑永亨信用財務有限公司(「貴公司」)職員所得之「華僑永亨信用財務有限公司貸款之條款及細則」、「分期貸款產品資料概要」及「華僑永亨銀行有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知」,並確認已細閱、明白及同意此申請表格、「華僑永亨信用財務有限公司貸款之條款及細則」、「分期貸款產品資料概要」及「華僑永亨銀行有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知」之內容。
I/We acknowledge the receipt of "OCBC Wing Hang Credit Limited Loan Terms and Conditions", "Key Facts Statement for Instalment Loan ("KFS")" and "OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" from the staff of OCBC Wing Hang Bank Limited ("the Bank")/OCBC Wing Hang Credit Limited ("the Company") and confirm to have read, understand and agree the contents of this application form, "OCBC Wing Hang Credit Limited Loan Terms and Conditions", "KFS" and "OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance".

A部份 - 聲明

Part A - Declaration

- 本人(等)保證現在本人(等)在此申請的融通或貸款,就 貴公司而言,並非 (a) 《銀行業條例》(第155章)第83條,及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》,所禁止的融通;或 (b) 《公司條例》(第622章)第11部第2分部所禁止的貸款、類似貸款及信貸交易。如在任何時間,前述任何保證不再準確或成為失實,本人(等)承諾會立即通知 貴公司。
I/We warrant that the facility or loan herein for which I/we am/are applying is not, in relation to the Company, (a) a facility prohibited by Section 83 of the Banking Ordinance (Cap.155) and the Supervisory Policy Manual (CR-G-9) "Exposures to Connected Parties" issued by the Hong Kong Monetary Authority; or (b) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the Companies Ordinance (Cap.622). I/We undertake to notify the Company immediately if at any time any of the foregoing warranties ceases to be accurate or becomes untrue.
- 本人/吾等確認申請表及附頁(如適用)內所填寫之資料全部確實無訛,並同意授權 貴公司向任何方面查詢求證及/或透露資料及/或索取及/或交換更多資料。
I/We hereby confirm that all the particulars given above and on relevant supplementary sheet(s) (if any) are true and correct and authorize the Company to contact any necessary party for verification of the above information and/or to disclose such information and/or to obtain and/or exchange further information at any time.
- 本人/吾等確認提供給 貴銀行/貴公司的資料及文件全屬正確,並授權 貴銀行/貴公司以任何其認為適當的途徑以確証該等資料及文件之真確性及與有關方面交換資料。
I/We confirm that the above information is true and correct and authorize 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.
- 本人/吾等知悉及同意 貴銀行、貴公司及任何銀行集團公司可根據 (i) 《華僑永亨銀行有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知》;或 (ii) 本人/吾等不時給予的訂明同意,使用本人/吾等的個人資料(「資料」)作該等用途及向該等人士披露。同時本人/吾等同意 貴銀行、貴公司及任何銀行集團公司可將「資料」轉移至香港特別行政區以外地方、使用「資料」和本人/吾等的其他個人資料和資訊作根據個人資料(私隱)條例所述的核對程序核對「資料」及其他關於本人/吾等的資料、作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關本人/吾等之銀行證明書或信貸諮詢用途。本人/吾等同意 貴銀行、貴公司及任何銀行集團公司有權不時向任何第三者索取有關本人/吾等的資料,包括但不限於向任何信貸資料機構對本人/吾等作出信貸調查(如有)。
在此A部份的文章中,「銀行集團公司」指 貴銀行的任何直接或間接控股公司、貴銀行或任何上述控股公司的任何直接或間接附屬公司、或其任何關連公司(即股權由任何上述公司持有的公司),並包括每家公司的繼承人和受讓人。「附屬公司」及「控股公司」指《公司條例》(第622章)賦予的相同涵義。
I/We acknowledge and agree that all personal data relating to me/us (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 me/us from time to time. I/We also agree 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 me/us 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 me/us (if any). I/We agree that the Bank, the Company and/Bank Group Company may from time to time obtain my/our information from any third party(ies), including but not limited to the credit review report(s) from credit reference agency(ies) (if any).
In the context of this Part A, "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).
- 本人/吾等明白從 貴銀行/貴公司獲得之《華僑永亨銀行有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知》之內容,並確認收受該通知書。本人/吾等確認本人/吾等已將該通知書之內容知會本行之其他合夥人而他們亦同意通知書內之條款。
I/We understand 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. I/We further confirm that I/we have already noticed the other partner(s) of my/our firm the contents in the said Notice and they have all agreed to the same.
- 本人/吾等授權 貴公司可不時將本人/吾等之個人資料及有關本人/吾等之任何賬戶資料透露予 貴銀行或任何銀行集團公司作內部的信貸管理和提供更優質的賬戶服務和其他相關用途。
I/We hereby authorize the Company may from time to time disclose my/our personal data and information relating to my/our 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.
- 如本人/吾等於此申請表上所提供的任何個人資料(包括但不限於個人資料、就業資料及配偶資料)與 貴公司現時持有之本人/吾等的個人資料記錄(如有)有所不同,本人/吾等同意及授權 貴公司更新本人/吾等現時於 貴公司的任何個人資料記錄,而有關更新將即時生效。為免存疑,貴公司並沒有義務行使此項下的授權權利。
If any of my/our personal data and information as provided in this application form (including but not limited to personal information, employment information and spouse information) is different from my/our personal data and information record(s) which is currently held by the Company (if any), I/we hereby agree and authorize the Company to update any of my/our 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.
- 本人/吾等同意進一步提供 貴公司認為與本申請有關之資料及文件,並同意無論本申請批核與否 貴公司有權保留此申請表及一切有關之資料及文件。
I/We agree to provide further information and documents in connection with this application and this application form together with other information and documents provided shall remain the Company's property whether this application is approved or not.
- 本人/吾等明白及同意 貴公司保留拒絕此申請之權利並無須就此作出任何解釋。
I/We understand and agree that the Company reserves the right to reject this application without giving any reason.
- 本人/吾等知悉及同意本人/吾等應 貴公司之要求而提供之個人資料或因本人/吾等與 貴公司之間所作交易而 貴公司收集到的資料,貴公司可透露或使用及保留予任何機構或任何收數公司、信貸資料機構或為 貴公司提供有關服務的機構/公司使其可核實有關資料或使其能提供有關資料予其他機構/公司,藉以(a)讓該等機構/公司查證本人/吾等之信貸及其他狀況,及(b)協助該等機構/公司追收本人/吾等於 貴公司之任何債項。
I/We hereby acknowledge and agree that any information with respect to me/us which is provided by me/us at the request of the Company or collected in the course of dealings between me/us and the Company may be disclosed by, 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: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect any debts in the Company.
- 本人/吾等明白 貴公司會考慮環聯資訊有限公司/美國鄧白氏商業資料(香港)有限公司之信貸報告,並授權 貴公司在其認為適當之情況下,可一次或以上使用借款人及/或其獨資東主及/或其任何合夥人之資料作信貸查閱及/或檢討。本人/吾等可致電環聯資訊有限公司/美國鄧白氏商業資料(香港)有限公司索取該報告(2577-1816/2516-1100)。本人/吾等知悉可以書面形式向 貴公司之資料保護主任索取及更改本人/吾等之資料(香港中環皇后大道中161號)。
I/We understand the Company will consider a credit report from TransUnion Limited ("TU")/Dun & Bradstreet (HK) Limited, and authorize the Company to access the Borrower's and/or its sole-proprietor's and/or any of its partners' 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, I/we may call TU/Dun & Bradstreet (HK) Limited at 2577-1816/2516-1100. I/We acknowledge that I/we am/are entitled at any time to request access to my/our 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.
- 本人/吾等確認本人/吾等已知會本行之其他合夥人而他們均同意並授權 貴公司在其認為適當之情況下,可一次或以上使用他們或任何一位之資料作信貸查閱及/或檢討。本行之其他合夥人可致電環聯資訊有限公司/美國鄧白氏商業資料(香港)有限公司索取該報告(2577-1816/2516-1100)。本行之其他合夥人知悉可以書面形式向貴公司之資料保護主任索取及更改他們之資料(香港中環皇后大道中161號)。
I/We confirm that I/we have already notified the other partner(s) of my/our firm and they all agree and authorize the Company to access their 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, the other partner(s) of my/our firm may call TU/Dun & Bradstreet (HK) Limited at 2577-1816/2516-1100. The other partner(s) of my/our firm acknowledge that they are entitled at any time to request access to their 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. 本人/吾等明白根據個人資料(私隱)條例中規定，任何人：
- 有權審查 貴公司是否持有其資料及有權查閱有關的資料；
 - 有權要求 貴公司對其不準確的資料作出更正；
 - 有權查悉 貴公司對有關資料的政策及守則並獲告知 貴公司持有其個人資料的類別；
 - 有權在與個人信貸有關的情況下，要求獲告知哪些資料是通常會向信貸資料機構或收數公司披露的，以及獲提供進一步資料，藉以向有關信貸資料機構或收數公司提出查閱和改正資料要求。
- I/We understand that under and in accordance with the terms of the Personal Data (Privacy) Ordinance any individual:
- has the right to check whether the Company holds data about him/her and the right of access to such data;
 - has the right to require the Company to correct any data relating to him/her which is inaccurate;
 - has the right to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
 - has the right, in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.
14. 本人/吾等知悉如本人/吾等的賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬（因破產令導致撇賬除外），否則本人/吾等的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- I/We acknowledge that, I/we have 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 my/our 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 5 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. 本人/吾等知悉如本人/吾等的賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬（因破產令導致撇賬除外），否則本人/吾等的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- I/We acknowledge that in the event of any default of payment relating to my/our 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, my/our 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. 本人/吾等知悉如本人/吾等因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，本人/吾等的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由本人/吾等提出證據通知信貸資料服務機構本人/吾等已獲解除破產令後保留多五年（以較早出現的情況為準）。本人/吾等承諾倘若本人/吾等通知信貸資料機構本人/吾等的破產令已被解除，本人/吾等將同時通知 貴公司。
- I/We acknowledge that in the event any amount in my/our account is written-off due to a bankruptcy order being made against me/us, my/our 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 me/us with evidence to the credit reference agency, whichever is earlier. I/We undertake that if I/we notify such credit reference agency(ies) of my/our discharge from a bankruptcy, I/we shall also notify the Company simultaneously.
17. 本人/吾等明白 貴公司有權聘用外界代收欠款的公司及/或機構以追討本人/吾等欠 貴公司的任何或所有數額，而本人/吾等同意 貴公司可就上述用途披露有關本人/吾等的個人及其他資料。就 貴公司聘用外界代收欠款公司及/或機構而合理產生之一切合理費用和支出及其就追討本人/吾等欠款所引致之一切合理產生之法律費用及支出（如有的話），本人/吾等需向 貴公司支付及（在 貴公司要求時）彌償。
- The Company shall be entitled to employ outside debt collection agency and/or institution to collect any or all sums due but unpaid by me/us. I/We consent to the Company's disclosure of all such information and personal data relating to me/us as necessary for the said purpose. I/We 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.
18. 本人/吾等完全明白有關專業貸款之各項條款的法律效用，並同意於本申請批核後予以遵守及受該等條款所約束。
- I/We completely understand the legal effect of and also agree to comply with and be bound by the terms and conditions applicable to the Professional Loan when this application is approved.
19. 本人/吾等已細閱及明白此申請表之內容，並同意遵守。本人/吾等同意若此貸款申請獲成功批核，將會受貴公司詳細列明之條款及細則所約束。如包含於此之條款及細則及 貴公司詳細列明之條款及細則有歧異，概以後者為準。
- I/We have read over carefully the contents of this application form and agree to be bound by them. I/We agree that this Loan application, if approved, will be subject to such terms and conditions as may be specified by the Company. In case of any inconsistency between the terms and conditions contained herein and such terms and conditions specified by the Company, the latter shall always prevail.

B部份 - 個人資料(私隱)條例的附加聲明 (本部份只適用於貸款申請之借款人及擔保人 (但不包括以有限公司名義申請之借款人及擔保人))

Part B - Additional Declaration relating to the Personal Data (Privacy) Ordinance (This section is only applicable to borrowers and guarantors of loan application (but not included borrowers and guarantors in name of Limited Company))

選擇拒絕華僑永亨銀行有限公司及其香港附屬公司(統稱「銀行集團」)在直接促銷中使用本人/吾等的個人資料

Opt-out from use of my/our personal data in direct marketing of OCBC Wing Hang Bank Limited and its Hong Kong subsidiaries (collectively the "Bank Group")

- 本人/吾等知悉由華僑永亨信用財務有限公司收集屬本人/吾等之個人資料可能被銀行集團所有成員作直接促銷用途。本人/吾等不希望銀行集團內任何成員經以下途徑在直接促銷中使用本人/吾等之個人資料：(請在下列方格內加上剔號("✓"))

I/We noted that my/our personal data collected by OCBC Wing Hang Credit Limited may be used by all members of Bank Group in direct marketing.

I/We do not wish any member(s) of Bank Group to use my/our personal data in direct marketing by the following channel(s): (Please tick ("✓") the appropriate box(es))

郵寄函件 Mailing 電郵 Email 促銷電話 Telemarketing 短訊 SMS

- 本人/吾等於以上任何方格內加上剔號 ("✓") 亦表示本人/吾等不希望華僑永亨信用財務有限公司將本人/吾等的個人資料提供予任何其他非銀行集團成員人士，以供該等人士在直接促銷中使用。本人/吾等明白若以上任何方格內未有加上剔號 ("✓")，即表示本人/吾等同意華僑永亨信用財務有限公司將本人/吾等的個人資料提供予任何其他非銀行集團成員人士，以供該等人士在直接促銷中使用。

By ticking ("✓") any of the above boxes, it also indicates that I/we do not wish OCBC Wing Hang Credit Limited to provide my/our personal data to any other non-Bank Group members for their use in direct marketing. I/We understand that if I/we do not tick ("✓") any of the above boxes, it indicates that I/we agree OCBC Wing Hang Credit Limited to provide my/our personal data to any other non-Bank Group members for their use in direct marketing.

- 以上代表本人/吾等目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代本人/吾等於本申請前向任何銀行集團成員傳達的所有選擇。

The above represents my/our present choice whether or not to receive direct marketing contact or information. This replaces all choice(s) communicated by me/us to any member(s) of Bank Group prior to this application.

- 本人/吾等已知悉以上的選擇適用於就本表格隨附之「關於個人資料(私隱)條例的客戶及其他個別人士通知」中所列出的產品、服務及/或標的類別的直接促銷。本人/吾等亦已參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及本人/吾等的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

I/We noted that my/our above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" attached to this form. I/We also referred to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my/our personal data may be provided for them to use in direct marketing.

* 就此B部份而言，「銀行集團」成員指華僑永亨銀行有限公司及其香港附屬公司，包括但不限於華僑永亨信用財務有限公司、華僑永亨財務有限公司、華僑英利信用財務有限公司、華僑永亨保險代理有限公司、華僑永亨保險顧問有限公司、華僑永亨證券有限公司及洪富投資有限公司。

* For the purpose of this Part B, members of "Bank Group" refer to OCBC Wing Hang Bank Limited and its subsidiaries in Hong Kong including but not limited to OCBC Wing Hang Credit Limited, OCBC Wing Hang Finance Company Limited, OCBC Inchroy Credit Corporation Limited, OCBC Wing Hang Insurance Agency Limited, OCBC Wing Hang Insurance Brokers Limited, OCBC Wing Hang Shares Brokerage Co. Limited and Honfirst Investment Ltd.

X

申請人簽署
Signature(s) of Applicant(s)

日期
Date

(須由獨資東主或妥為授權之合夥人/簽署者簽署及蓋上公司印章。)
(Should be signed by the sole-proprietor or duly authorized partner(s)/signer(s) of the company and stamped with the company chop.)

第三方轉介聲明 Declaration on Third Party's Referral

第三方資料 Information of the third party

本人/吾等特此聲明、確認及承認本貸款申請並非經由第三方轉介予華僑永亨信用財務有限公司。

I/We hereby declare, confirm and acknowledge that this loan application is not referred to OCBC Wing Hang Credit Limited by a third party.

本人/吾等特此聲明、確認及承認本貸款申請是經由下列第三方(「第三方」)轉介予華僑永亨信用財務有限公司(「貴公司」):-
I/We hereby declare, confirm and acknowledge that this loan application is referred to OCBC Wing Hang Credit Limited ("the Company") by the following third party ("Third Party"):-

第三方之名稱:

Name of Third Party: _____

本人與第三方之關係:
Relationship with the
Third Party:

沒有關係

No relationship

親屬 Relative

(請註明 Please specify _____)

朋友

Friend

其他 Others

(請註明 Please specify _____)

請填寫至少下列一項第三方資料:

Please fill in at least 1 of the following Third Party's information:

第三方之電話號碼:

Telephone Number of Third Party: _____

第三方之牌照號碼:

Licence Number of Third Party: _____

第三方之商業登記證號碼:

Business Registration Number of Third Party: _____

費用 Fees

本人/吾等特此聲明、確認及承認第三方未有及將不會就轉介本貸款申請予 貴公司向本人/吾等收取任何費用。

I/We hereby declare, confirm and acknowledge that the Third Party has not and will not charge me/us any fees for referring this loan application to the Company.

本人/吾等特此聲明、確認及承認第三方就轉介本貸款申請予 貴公司已向或將會向本人/吾等收取港幣 _____ 元為費用。

I/We hereby declare, confirm and acknowledge that the Third Party charged or will charge me/us fees in the amount of HK\$ _____ for referring this loan application to the Company.

本人/吾等特此聲明、確認及承認本人/吾等已得到第三方之同意向 貴公司及/或華僑永亨銀行有限公司(「貴銀行」)披露其資料(包括但不限於其姓名、電話號碼、商業登記證號碼及牌照號碼)及准許 貴公司及/或 貴銀行使用其資料作為申請本貸款之用途及 貴公司及/或 貴銀行可(但無責任)告知第三方其資料是由本人/吾等提供。

I/We hereby declare, confirm and acknowledge that I/we have obtained the prior consent from the Third Party for its information (including but not limited to its name, telephone number, business registration number and licence number) to be disclosed to and used by the Company and/or OCBC Wing Hang Bank Limited ("the Bank") for the purpose of this loan application and the Company and/or the Bank is/are entitled (but not obliged) to inform the Third Party that such information is provided by me/us.

X

申請人簽署

Signature(s) of Applicant(s)

(須由獨資東主或妥為授權之合夥人/簽署者簽署及蓋上公司印章。)

(Should be signed by the sole-proprietor or duly authorized partner(s)/signer(s) of the company and stamped with the company chop.)

日期

Date

客戶同意書 Customer Consent Form

致: 華僑永亨銀行有限公司(下稱「貴銀行」)及華僑永亨信用財務有限公司(下稱「貴公司」)

To: OCBC Wing Hang Bank Limited (hereinafter called "your Bank") and OCBC Wing Hang Credit Limited (hereinafter called "your Company")

本人/吾等謹此同意及授權 貴銀行及 貴公司使用本人/吾等的所有個人資料(「該資料」)作有關本人/吾等申請及批核任何貸款之用途。本人/吾等確認及同意 貴銀行及 貴公司日後可使用該資料以提供客戶服務予本人/吾等。本人/吾等亦確認及同意 貴銀行及 貴公司依據以上個人資料(私隱)條例的附加聲明之選擇使用資料作直接促銷之用。

I/We hereby agree and authorize your Bank and your Company to use all of my/our personal data (the "Data") for the purpose of any loan application and approval relating to me/us. I/We acknowledge, agree and consent that the Data can be used by your Bank and your Company for providing ongoing customer service to me/us. I/We also acknowledge, agree and consent that your Bank and your Company can use the Data for the purpose of direct marketing by referring to the choice(s) indicated in the above Additional Declaration relating to the Personal Data (Privacy) Ordinance.

X

申請人簽署

Signature(s) of Applicant(s)

(須由獨資東主或妥為授權之合夥人/簽署者簽署及蓋上公司印章。)

(Should be signed by the sole-proprietor or duly authorized partner(s)/signer(s) of the company and stamped with the company chop.)

日期

Date

條款及細則 Terms and Conditions

本人/吾等(包括借款人/獨資東主/合夥人)同意遵守下列條款及細則:

I/We (including borrower/sole-proprietor/partners) agree to be bound by the following terms and conditions:

- 本人/吾等可寄回或傳真申請表至 貴公司。如經傳真申請, 貴公司有權以收到之傳真在任何方面皆為正確及對本人/吾等有約束力。
I/We can mail or fax application form to the Company and in case the application form is sent to the Company by fax, the Company shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on me/us.
- 本人/吾等授權 貴公司可為核實資料聯絡各有關人士, 並授權 貴公司向其他銀行、信貸資料服務機構及/或信用咭公司披露及轉移 貴公司保存或受 貴公司控制有關本人/吾等貸款及/或與信貸相關的資料, 以作信貸審查及信貸資料交流用途。
I/We authorize the Company to contact all necessary parties for verification and to disclose and transfer details concerning my/our Loan or credit facilities and/or credit related data relating to me/us in the possession or control of the Company to credit reference agencies, others banks and/or credit card companies for the purpose of credit checking and exchanging credit information.
- 本人/吾等同意就《華僑永亨銀行有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知》內一切有關於 貴公司可享的權利。
I/We agree to the Company's rights as specified in "OCBC Wing Hang Bank Limited - Notice to Customers and Other Individuals relating to the Personal Data(Privacy) Ordinance".
- 本人/吾等同意及明白如本人/吾等未能在貸款申請獲批核後30天內以書面形式接納 貴公司之貸款, 是次貸款申請可被取消。
I/We agree and understand that the application may be cancelled should I/we fail to accept the Loan in writing to the Company within 30 days from the approval date of the application.
- 本人/吾等知悉及同意即使本人/吾等的申請最終不獲批核, 貴公司可保留本人/吾等的個人資料, 用作維持本人/吾等的信貸紀錄, 作為 貴公司、貴銀行或任何銀行集團公司現在或將來參考之用。保留期限以不超過3年為準。
在此條款及細則部份的文意中, 「銀行集團公司」指 貴銀行的任何直接或間接控股公司、貴銀行或任何上述控股公司的任何直接或間接附屬公司、或其任何關連公司(即股權由任何上述公司持有的公司), 並包括每家公司的繼承人和受讓人。「附屬公司」及「控股公司」指《公司條例》(第622章)賦予的相同涵義。
I/We acknowledge and agree that, even if this application is subsequently rejected by the Company, the Company may retain the Data for not more than 3 years in order to maintain my/our credit history for the present or future reference of the Company, the bank or any Bank Group Company.
In the context of this Terms and Conditions, "Bank Group Company" means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company's successors and assigns. "subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).

6. 本人/吾等在貸款申請表上填報的資料（包括地址及電話號碼等）如有任何更改，本人/吾等必須即時以書面通知 貴公司。如在作出貸款日期前發生任何不利變故，或本人/吾等在申請表上向 貴公司提供的任何資料並非正確， 貴公司保留撤銷任何貸款批准的權利。如在貸款批核後發生任何不利變故，或本人/吾等在申請表上向 貴公司提供的任何資料並非正確， 貴公司有權即時取消貸款並要求本人/吾等立即還款。
Any change in the information given in my/our Loan application (including my/our address and telephone) must be immediately notified to the Company in writing. The Company reserves the right to rescind any approval of the loan should any adverse changes occur or if any information provided to the Company in my/our Loan application proves to be inaccurate prior to the loan drawdown date. The Company also has the right to demand me/us immediate repayment of the Loan should there be any adverse changes occur or any information provided to the Company is proven to be inaccurate subsequent to the loan drawdown.
7. 本人/吾等同意授權 貴公司，可向 貴公司真誠相信是本人/吾等之詢問者透過電話披露下列資料（ 貴公司為此可要求詢問者提供本人/吾等的正確身份證號碼、申請貸款額及 貴公司為核對詢問者身份而認為合適的其他資料）；貸款的批核狀況（已批核、審核中或已拒絕）；及倘若申請已獲批核，有關貸款之詳情。
I/We authorize the Company to disclose the following data by telephone to an enquirer whom the Company genuinely believes to be me/us (and for this purpose the Company may require the enquirer to provide my/our correct Identity Card number, the loan amount applied for and any other information as the Company deems fit for verification of the enquirer's identity); loan approval status (approved, pending or rejected), and if approved details of the loan.
8. 貴公司可從本人/吾等獲核准的貸款額內扣除由 貴公司所釐定的手續費及其他費用後，始將貸款餘額付與本人/吾等。
The Company may deduct any charges, fees and disbursements, calculated at such a rate or in such amount as the Company may determine, from the approved Loan amount and pay only the balance thereof to me/us.
9. 本人/吾等同意以自動轉賬形式從本人/吾等於自動轉賬合約中詳述之銀行戶口繳付還款，在未清還本人/吾等欠 貴公司之所有欠款或未獲得 貴公司同意之前，本人/吾等不得作任何更改。
My/Our monthly instalments shall be directly debited from my/our designated account ("the repayment account") as specified on the Direct Debit Authorization and unless prior consent is obtained from the Company, I/we agree not to change or cancel the direct debit arrangement in the repayment account.
10. 如因存款不足引致還款被退， 貴公司將徵收有關手續費。
A handling fee will be levied for each repayment returned for insufficient funds.
11. 貴公司有絕對權力隨時修訂貸款利率，而每月還款以公司計法攤分繳付貸款及利息。
Interest on the Loan shall be subject to variation from time to time at the Company's absolute discretion and the monthly repayments shall be apportioned between the Loan and interest in such manner as the Company thinks fit.
12. 倘本人/吾等未能依期償付每月還款額， 貴公司有權向本人/吾等隨時徵收手續費港幣200元（以每次逾期月計）以彌補額外行政支出。除上述貸款利息外，本人/吾等需另外支付逾期利息，該利息由逾期未付的每月還款的到期付款日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.0821918%計算（或港幣50元，以較高者為準）。
In default of making any monthly instalment when due, I/we agree to pay in each and every default a sur-charge of HK\$200 plus (in addition to the interest above mentioned) 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).
13. 貴公司可於任何時間不作另行通知將本人/吾等所欠之貸款或利息或手續費或一切其他欠項與本人/吾等於 貴公司或任何銀行集團公司的其他戶口（包括定期存款戶口）合併處理，並以該等戶口的結餘來作抵銷或轉賬以償還本人/吾等於此所欠之款項。
The Company may at any time, without notice, combine or consolidate any outstanding Loan or interest or handling charge or any other outstanding amount with any accounts which I/we maintain with the Company or any Bank Group Company (including term deposit accounts) and set off or transfer any money standing to the credit of such accounts in or towards satisfaction of my/our liability hereunder.
14. 貴公司有權聘用第三方收賬公司為 貴公司追討本人/吾等之任何欠款。本人/吾等同意支付 貴公司於執行有關條款及追討本人/吾等有關欠款時所引致之一切合理費用及開支（當中包括律師費）。
The Company may employ third party debt collection agencies to collect any amounts owed by me/us and I/we agree to pay to the Company all costs and expenses (including legal fees) reasonably incurred by the Company in enforcing these terms and conditions and the recovery of any amounts for which I/we may be liable to the Company.
15. 倘本人/吾等提早償還全部貸款，必須事先經 貴公司同意。本人/吾等同意 貴公司將利息計算至下一個供款日，並同意必須清付所有欠款、一切有關開支及費用、與及相等於剩餘本金之3%之附加費，作為提早清還貸款之罰息款項。
Early repayment of the Loan is permissible subject to repayment of the outstanding principal of the Loan, expenses and money 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.
16. 貴公司可全權修訂本條款。有關修訂將在 貴公司張貼告示或以其他方式，預先最少三十天前通知本人/吾等。倘本人/吾等並未於該段項通知期限結束前悉數償還該貸款或此服務於通知期結束後仍被本人/吾等繼續運作，將被視為同意該等修訂。
These terms and conditions may, at the Company's sole discretion, be changed from time to time upon giving me/us not less than 30 days' prior notice by way of display at the Company's premises or by such other method as the Company may decide. If I/we do not fully repay the Loan prior to or continue operation of the facility after the expiry of the notice period, I/we shall be deemed to have agreed to such change.
17. 若本人/吾等對於清還貸款（或其任何部份）或繳付予貸款人就貸款或條款及細則所產生之欠款有任何困難，本人/吾等承諾盡快通知 貴公司。
I/We undertake to inform the Company as soon as possible of any difficulty in repaying the Loan (or any part thereof) or in meeting any payment to the Company arising from the Loan or otherwise pursuant to these Terms and Conditions.
18. 本人/吾等明白在下列任何一種情況而不損害 貴公司在本文或法律上之權利及補救方法下，所有欠款包括本金及利息及其他欠下 貴公司之責任及債務將即時到期及須即時支付而毋須事前發出通知：
I/We understand that under the following conditions, without prejudice to any other rights and remedies to the Company herein or at law, all outstanding balance including principal and interest and other obligations and liabilities to the Company shall become immediately due and payable without further notice:
- 18.1 違反任何條款及細則；
violation of any of these terms and conditions;
- 18.2 任何人士對本人/吾等進行查封、扣押或類似程序；
any attachment, execution or similar process is levied against me/us;
- 18.3 根據破產法條例（第6章），本人/吾等現時或可見之未來不能償還任何所欠之債務；
if I/we appear to be unable to pay or have no reasonable prospect of being able to pay any debt within the meaning of Bankruptcy Ordinance (Cap.6);
- 18.4 任何人士申請指派接管人控制本人/吾等之財產，或任何有關該等財產之拘押令；
the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of my/our property;
- 18.5 本人/吾等之死亡；或
my/our death; or
- 18.6 貴公司認為本人/吾等違反或不能償還本人/吾等欠 貴公司之責任及債務。
if in the Company's determination I/we fail to comply or settle my/our obligations and liabilities owing to the Company.
19. 本人/吾等現承諾會按的要求彌償 貴公司直接或間接因或就本申請及/或 貴公司依賴任何本人/吾等於此提供之資料或嗣後本人/吾等不時提供之資料而引致 貴公司可能蒙受或招致之一切損失、損害、費用、索償、申索、訴訟及責任，不論任何性質亦然，除非（及只限於）乃純粹因 貴公司或其僱員或代理人蓄意行為不當或疏忽所引致的，則屬例外。
I/We hereby undertake 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 me/us herein or subsequently, from time to time, supplied by me/us except to the extent that the same is solely caused by the wilful misconduct of the Company or its employees or agents.
20. 如多於一人簽署或同意受此等條款及細則約束，彼等的債務及責任均屬共同及個別承擔。又按文義所需，單數詞當包括眾數。根據此條款及細則發給其任何一人的通知，得視為對其全體的有效通知。
If more than one person sign or agree to be bound by these Terms and Conditions, the obligations and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one such person will be deemed effective notification to all such persons.
21. 本人/吾等明白如本人/吾等不欲收取 貴公司的產品宣傳，本人/吾等可以書面通知 貴公司之資料保護主任，郵寄地址為香港中環皇后大道中161號，來函須註明姓名及有關賬戶號碼。此項安排不用收費。
I/We understand that if I/we do not wish to receive any promotional material from the Company, I/we may write to the Data Protection Officer of the Company at 161 Queen's Road Central, Hong Kong stating my/our name and account number. No fee will be charged.
22. 本條款及細則中任何條款如因任何理由而失效，則失效範圍僅為該條款，而不會影響其餘條款之效力。本文所訂之條款如對任何責任施以豁免或限制，均以不違反香港特別行政區法律之規定為限。
Should any of these terms and conditions operate to exclude or restrict any liability, such exclusion or restriction should not be against the laws of the Hong Kong Special Administration Region. In the event that any provision is found to be invalid for any reason, it shall be deemed to be invalid to the extent of such provision without affecting the validity of the remaining provisions of the Terms and Conditions.
23. 本條款及細則之中英文本如有差異，皆以英文本為準。
In the event of any inconsistency between the Chinese and the English versions of the above Terms and Conditions, the English version shall prevail.
24. 本條款及細則受香港特別行政區法律管轄，並按該等法律詮釋。
These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.



關於個人資料(私隱)條例(「條例」)的客戶及其他個別人士通知

華僑永亨銀行有限公司(「銀行」)及其香港附屬公司將不時根據適用的香港法律及條例盡力保護資料的私隱。銀行及其香港附屬公司(各稱「公司」；統稱「銀行集團」)，均須遵守列於此通告內的資料政策(除另有訂明外)。在本通告內，「銀行集團公司」指銀行的任何附屬公司、銀行的任何直接或間接控股公司、任何上述控股公司的任何附屬公司或其任何有關連公司(即股權由任何上述公司持有的公司)。「附屬公司」及「控股公司」指《公司條例》(第622章)賦予的相同涵義。

本通告乃知會各客戶及其他個別人士有關銀行集團的資料政策。

- (a) 本通告的條文構成各客戶及其他個別人士所持有的任何公司戶口的適用條款，及/或已經或可能與公司訂立的協議或安排的一部份。如有任何歧異，概以本通告的條文為準。
- (b) 客戶及其他個別人士(包括但不限於銀行及/或其他金融服務及銀行融資/信貸便利的申請人、為銀行融資/信貸便利而提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、高級職員及管理人員、獨資經營者、合夥人、供應商、承包商及服務提供者)(統稱「資料當事人」)就開立或延續戶口、設立或延續銀行融資/信貸便利或要求提供銀行及/或其他金融服務時，需不時向公司提供有關資料。
- (c) 若未能向公司提供該等資料，可能導致無法開立或延續戶口、設立或延續銀行融資/信貸便利、或提供銀行或其他金融服務。
- (d) 就持續與資料當事人的正常業務往來，例如：當資料當事人開出支票、存款或在一般情況下以口頭或書面形式與公司溝通時，公司亦會收集資料當事人的資料。
- (e) 有關資料當事人的資料可被用作下列用途：

- (i) 處理銀行及/或其他金融服務及授信的申請；
- (ii) 向資料當事人提供服務及銀行融資/信貸便利所涉及的日常運作；
- (iii) 於申請信貸時及每年通常進行一次或多次定期或特別檢討時進行信用或其他狀況審查，及由公司或其他銀行集團公司進行核對程序(根據條例之定義)；
- (iv) 設立及維持公司或其他銀行集團公司的信貸評分模式；
- (v) 協助其他金融機構進行信用審查及追收欠債；
- (vi) 確保資料當事人的信用維持可靠；
- (vii) 設計供資料當事人使用的金融服務或有關產品；
- (viii) 確定公司與資料當事人之間的欠債金額；
- (ix) 向資料當事人及為資料當事人的責任提供抵押的人士追收欠款；
- (x) 進行保險索償或分析；
- (xi) 作公司或其他銀行集團公司營運用途、信貸評估或統計分析(包括行為分析)；
- (xii) 維持資料當事人之信貸記錄以作公司或其他銀行集團公司現在或將來之參考(不論資料當事人與公司存在關係與否)；
- (xiii) 履行根據下列適用於公司或其他銀行集團公司或公司或其他銀行集團公司被期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(例如：包括稅務條例及其有關自動交換財務帳戶資料的條文)；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如：包括由稅務局作出或發出有關自動交換財務帳戶資料的任何指引或指導)；

- (3) 公司或其他銀行集團公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (xiv) 遵守銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xv) 讓公司或其他銀行集團公司的實際或建議承讓人，或就公司或其他銀行集團公司對資料當事人享有的權利的參與人或附屬參與人或受讓人評核其擬承讓、參與或附屬參與的交易；
- (xvi) 推廣服務、產品及其他標的(詳情請參閱以下(h)段)；及
- (xvii) 一切與上述有關的用途。

公司僅於上述用途上需要或適用法規規定的期間保存有關資料。

- (f) 公司持有的資料當事人資料將予以保密，但公司可以因(e)段所列的用途而把該等資料提供予下列各方：
 - (i) 就公司或其他銀行集團公司業務運作向公司或其他銀行集團公司提供行政、電訊、電腦、付款、證券結算、資料處理或其他有關服務的其他銀行集團公司、任何代理人、承辦商或第三方服務供應商；
 - (ii) 任何對公司負有保密責任的其他人士，包括承諾保密該等資料的其他銀行集團公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於收款人的資料)；
 - (iv) 任何存款到資料當事人帳戶的人士(在提供存款證明收據時，其中可能載有資料當事人的姓名)；
 - (v) 信貸資料服務機構；以及在拖欠款項情況下，則可將該等資料提供給追討欠款公司；
 - (vi) 公司或其他銀行集團公司根據對公司或其他銀行集團公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望公司或其他銀行集團公司遵守的任何指引或指導，或根據公司或其他銀行集團公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港特別行政區境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 公司或其他銀行集團公司的任何實際或建議承讓人，或就公司或其他銀行集團公司對資料當事人享有的權利的參與人或附屬參與人或受讓人；及
 - (viii) 其他銀行集團公司；
 - (1) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (2) 第三者獎賞、客戶或會員、合作品牌及優惠計劃供應商；
 - (3) 公司和其他銀行集團公司的合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；
 - (4) 慈善或非牟利機構；及
 - (5) 就以上(e)(xvi)段列明的用途而被公司任用之第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

公司向任何或所有上述人士披露資料。即使收受資料一方的營業地點在香港境外(包括星加坡、中國及澳門)，或隨披露後該收受資料一方將在香港境外收集、持有、處理或使用全部或部份有關資料，公司亦可作出披露。

- (g) 就資料當事人(不論以借款人、按揭人或擔保人身份，以及不論以資料當事人本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料，公司可能會把下列資料當事人資料(包括不時更新任何下列資料的資料)以公司及/或代理人的名義提供予信貸資料服務機構：

- (1) 全名；
- (2) 就每宗按揭的身份(即作為借款人、按揭人或擔保人，及以資料當事人單名或與其他人士聯名方式)；
- (3) 香港身份證號碼或旅遊證件號碼；
- (4) 出生日期；
- (5) 通訊地址；
- (6) 就每宗按揭的按揭賬戶號碼；
- (7) 就每宗按揭的信貸種類；
- (8) 就每宗按揭的按揭賬戶狀況(如有效、已結束、已撇賬(因破產令導致除外)、因破產令導致已撇賬)；及
- (9) 就每宗按揭的按揭賬戶結束日期(如適用)。

信貸資料服務機構將使用上述由公司提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身份，及以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

- (h) **在直接促銷中使用資料**
公司擬把資料當事人資料用於直接促銷，而公司為該用途須獲得資料當事人同意(包括表示不反對)。就此，請注意：
 - (i) 公司可能把公司不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (3) 公司合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
 - (4) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由公司及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (1) 其他銀行集團公司；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 公司和其他銀行集團公司之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
 - (5) 慈善或非牟利機構；

- (iv) 除由公司促銷上述服務、產品及促銷標的以外，公司亦擬將以上(h)(i)段所述的資料提供予以上(h)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而公司為此用途須獲得資料當事人書面同意(包括表示不反對)；
- (v) 公司可能因如以上(h)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報，公司會於以上(h)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

如資料當事人不希望公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知公司行使其選擇權拒絕促銷。客戶可向公司的資料保護主任(聯絡詳情請參閱以下第(n)段)提出同意公司使用其資料或將其資料提供予其他人士作直接促銷用途。

- (i) 就上述第(e)(iii)段而言，公司可不時查閱及提取信貸資料服務機構所持有有關資料當事人的個人信貸資料，以檢討任何與信貸安排相關的以下事項：
 - (i) 增加信用額；
 - (ii) 縮減信貸(包括取消信貸或降低信用額)；或
 - (iii) 與資料當事人制訂或推行債務安排計劃。

- (j) 根據條例的條款及條例核准和發出的個人信貸資料實務守則，任何資料當事人有權：

- (i) 查閱公司是否持有其資料及查閱該等資料；
- (ii) 要求公司改正任何有關其不準確的資料；
- (iii) 查悉公司對於資料的政策及實務，並獲知會公司持有的個人資料類別；
- (iv) 要求獲告知公司例行向信貸資料服務機構或追討欠款公司披露的個人資料類別，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及
- (v) 就公司向信貸資料服務機構提供的任何賬戶資料(為免生疑問，包括任何賬戶還款資料)，於全數清還欠賬後結束賬戶時，指示公司要求信貸資料服務機構自其資料庫中刪除該等賬戶資料，但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間(即緊接公司上次向信貸資料服務機構提供賬戶資料前不多於31日的期間)所作還款額，剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期(如有))。

- (k) 如賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬(因破產令導致撇賬除外)，否則賬戶還款資料(定義見以上(j)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

- (l) 如資料當事人因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，該賬戶還款資料(定義見以上(j)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。

- (m) 根據條例的條款，公司有權就處理任何查閱資料的要求收取合理費用。

- (n) 任何人士提出關於資料查閱或更正，或索取有關公司的資料政策及實務及所持有資料類別的要求，應向下列人士提出：

香港中環皇后大道中161號，華僑永亨銀行有限公司，資料保護主任
電郵：enquiry_hk@ocbcwh.com

- (o) 公司在考慮資料當事人的信貸申請時，或查閱由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關信貸報告，公司會提供有關信貸資料服務機構的聯絡詳情。

- (p) 本通告不會限制資料當事人在條例下所享有的權利。

- (q) 中英文本如有歧異，應以英文本為準。

二零一六年十二月

銀行集團或會使用或提供閣下的個人資料予第三者(不論該等人士是否銀行集團成員)作直接促銷用途。若閣下不希望銀行集團作如此行為，請書面通知資料保護主任，郵寄地址為香港中環皇后大道中161號，來函請註明姓名及有關賬戶號碼。此項安排不用收費。如有任何疑問，請電郵至enquiry_hk@ocbcwh.com。

如欲索取本關於個人資料(私隱)條例的客戶及其他個別人士通知的英文版本，歡迎聯絡公司的客戶服務主任。
If you would like to have an English version of this Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance, please contact our Customer Service Officer.



Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

OCBC Wing Hang Bank Limited (the "Bank") and its various subsidiaries in Hong Kong from time to time are committed to protecting data privacy in accordance with applicable Hong Kong legal and regulatory requirements. Accordingly, the Bank and its Hong Kong subsidiaries, (each a "Company"; collectively the "Bank Group") (unless otherwise provided), each adheres to the data policy set out in this Notice. In this Notice, "Bank Group Company" means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (being a company in which an equity interest is held by any of the foregoing). "Subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).

This Notice is provided to notify customers and other individuals of the data policy of the Bank Group.

- (a) The provisions of this Notice form part of the account terms and conditions and/or the agreement or arrangements that a customer or other individual has entered or may enter into with any Company. If any inconsistency is found, the provisions of this Notice shall prevail.
- (b) From time to time, it is necessary for customers and various other individuals (including without limitation, applicants for banking and/or any other financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants, sole proprietors, partners, suppliers, contractors and service providers (collectively called "data subjects")) to supply the Company with data in connection with the opening or continuation of accounts, the establishment or continuation of banking/credit facilities or the provision of banking and/or any other financial services.
- (c) Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking and/or other financial services.
- (d) It is also the case that data are collected by the Company from data subjects in the ordinary course of the continuation of the relationships with them, for example, when data subjects write cheques, deposit money or generally communicate verbally or in writing with the Company, by means of documentation or telephone recording system as the case may be.
- (e) The purposes for which data relating to data subjects may be used are as follows: -
 - (i) processing of applications for banking and/or any other financial services and facilities;
 - (ii) the daily operation of the services and banking/credit facilities provided to data subjects;
 - (iii) conducting credit or other status checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year and carrying out matching procedures (as defined in the Ordinance) by the Company or any Bank Group Company;
 - (iv) creating and maintaining the credit scoring models of the Company or any Bank Group Company;
 - (v) assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of data subjects;
 - (vii) designing banking and/or financial services or related products for data subjects' use;
 - (viii) determining amounts owed to or by data subjects;
 - (ix) collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (x) conducting insurance claims or analysis;
 - (xi) for operational purposes, credit assessment or statistical analysis (including behaviour analysis) of the Company or any Bank Group Company;
 - (xii) maintaining a credit history of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference of the Company or any Bank Group Company;
 - (xiii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any Bank Group Company or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company or any Bank Group Company by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xiv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xv) enabling an actual or proposed assignee of the Company or any Bank Group Company, or a participant, a sub-participant or a transferee of the rights of the Company or any Bank Group Company in respect of the data subjects, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xvi) marketing services, products and other subjects (please see further details in paragraph (h) below); and
- (xvii) purposes relating thereto.

The Company keeps data only for as long as is reasonably required for any of the above purposes or as required by the applicable law or regulation.

- (f) Data held by the Company relating to a data subject will be kept confidential but the Company may provide such information to the following parties for the purposes set out in paragraph (e): -
 - (i) any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, data processing or other services to the Company or any Bank Group Company in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Company including any Bank Group Company which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) a person making any payment into the data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Company or any Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any Bank Group Company, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company or any Bank Group Company are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any Bank Group Company with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vii) any actual or proposed assignee of the Company or any Bank Group Company or participant or sub-participant or transferee of the rights of the Company or any Bank Group Company in respect of the data subjects; and
 - (viii)
 - (1) any Bank Group Company;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Company and any Bank Group Company (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (e)(xvi) above.

The Company may disclose data to any or all of the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Singapore, Mainland China and Macau or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.

- (g) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agency:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);

- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(h) USE OF DATA IN DIRECT MARKETING

The Company intends to use a data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) any Bank Group Company;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Company and any Bank Group Company (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) The Company may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (h)(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Company.

A data subject may provide his or her consent for the Company, to use or provide to other persons his or her data for use in direct marketing as described above by notifying the Data Protection Officer (Please refer to the contact details in paragraph (n) below).

- (i) For the purpose of (e)(iii) above, the Company may from time to time access and obtain consumer credit data of the data subjects from a credit reference agency for reviewing any of the following matters in relation to the credit facilities granted:
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the facility amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.
- (j) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right: -
 - (i) to check whether the Company holds data about him and of access to such data;
 - (ii) to require the Company to correct any data relating to him which is inaccurate;

- (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. 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 a credit reference agency), 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)).

- (k) In the event of any default of payment relating to an 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, the account repayment data (as defined in paragraph (j)(v) above) 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.

- (l) In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (j)(v) above) 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 the data subject with evidence to the credit reference agency, whichever is earlier.

- (m) In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

- (n) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer, OCBC Wing Hang Bank Limited, 161 Queen's Road Central, Hong Kong
Email: enquiry_hk@ocbcwh.com

- (o) The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.

- (p) Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

- (q) In the event of any inconsistency between the English and Chinese versions of this Notice, the English version shall prevail.

December 2016

The Bank Group may use or provide your personal data to other persons (whether or not such persons are members of the Bank Group) for the purpose of direct marketing. If you do not wish us to do so, please contact the Data Protection Officer in writing at 161 Queen's Road Central, Hong Kong with your name and account number stated. No fee will be charged. For any enquiries, please email to enquiry_hk@ocbcwh.com

如欲索取本關於個人資料（私隱）條例的客戶及其他個人人士通知的中文版本，歡迎聯絡公司的客戶服務主任。
If you would like to have a Chinese version of this Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance, please contact our Customer Service Officer.

分期貸款產品資料概要

華僑永亨信用財務有限公司

專業貸款

2019-4-8

此乃分期貸款產品。
本概要所提供的利息、費用及收費等資料僅供參考，分期貸款的最終條款以貸款確認書為準。

利率及利息支出

年化利率¹

貸款金額：HK\$100,000

貸款期	6個月	12個月	24個月
年化利率 ¹ 低至	P-1%	P-1%	P-1%

逾期還款
年化利率 /
就違約貸款
收取的年化
利率

每年30%。

如未能在到期時繳付每月還款額，將會收取逾期還款利息，該利息由逾期未付的每月還款的到期付款日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.0821918%計算。逾期還款年化利率/就違約貸款收取的年化利率以單利息基準計算，本產品最低違約利息金額為HK\$50。

費用及收費

手續費

豁免

逾期還款
費用及收費

如未能在到期時全數繳付每月還款額，將收取逾期還款費用，每次手續費港幣200元。

提前清償 /
提前還款 /
贖回契約的
收費

如於貸款完結前提早全數清還貸款，將收取提前清償的收費，即剩餘本金之3%及計算至下一個供款日之利息。
於提前清還私人分期貸款前請參閱華僑永亨信用財務網頁之「常見問題」。

退票 / 退回
自動轉帳授權
指示的收費

不適用

其他資料

1. 年化利率乃根據客戶之財政狀況而釐定。
2. 港元最優惠利率相等於華僑永亨銀行有限公司透過銀行網頁或其他途徑不時公佈及更改之港元最優惠貸款利率。港元最優惠貸款利率於2019年4月8日為5.50%。
3. 最低貸款額為HK\$5,000，最高貸款額為HK\$2,000,000。
4. 最長還款期為60個月。

Key Facts Statement (KFS) for Instalment Loan

OCBC Wing Hang Credit Limited

Professional Loan

2019-4-8

This product is an instalment loan.

This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.

Interest Rates and Interest Charges

Annualised Interest Rate¹

For a loan amount of HK\$100,000:

Loan Tenor	6-month	12-month	24-month
Annualised Interest Rate ¹ as low as	P-1%	P-1%	P-1%

Annualised Overdue / Default Interest Rate

30% per annum.

Overdue/Default interest is charged 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 day of actual repayment if the monthly repayment amount is not pay in full when due. Overdue/Default interest is calculated on a simple basis and minimum amount HK\$50 of overdue/default interest is set for this product.

Fees and Charges

Handling Fee

Waiver

Late Payment Fee and Charge

If the monthly repayment amount is not paid in full when due, late payment fee will be charged, which is \$200 per default.

Prepayment / Early Settlement / Redemption Fee

If you fully repay the loan before the end of the loan tenor, early settlement fee will be charged, which is 3% of the outstanding principal of the loan plus interest that would otherwise have been payable on the next monthly repayment date.

Before you make request for early repayment for Personal Instalment Loan, please refer to "FAQ" of OCBC Wing Hang Credit's website.

Returned Cheque / Rejected Autopay Charge

N/A

Additional Information

1. Annualised Interest Rate is determined according to customers' financial condition.
2. Best Lending Rate ("BLR") is equal to OCBC Wing Hang Bank Limited's Hong Kong Dollar Prime Lending Rate ("P") as announced in the Bank's website or by other means from time to time and subject to change. Our Best Lending Rate is 5.50% per annum as at 8 April 2019.
3. The minimum loan amount is HK\$5,000 and the maximum loan amount is HK\$2,000,000.
4. The maximum loan tenor is 60 months.



華僑永亨信用財務

華僑永亨信用財務有限公司（「本公司」）貸款之條款及細則 （適用於分期貸款、循環分期貸款、升學進修貸款、專業貸款及裝修貸款）

客戶須遵照及履行下列各項條款：

甲、分期貸款

(I) 一般分期貸款/結餘轉戶分期貸款

- 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費。所有貸款手續費須於確認貸款時全數繳付或與貸款金額一併計算於每月還款內繳付。客戶所需繳交之手續費會因還款期之長短而有所不同。所有已繳付之手續費，不論任何情況下均不獲退還。
- 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）。客戶需另外支付以本公司確認的以下其中一種方法計算的逾期利息：
 - 逾期利息由到期付款日計至付款之日，按每月還款以實際月利率加0.875%每日計算；
 - 逾期利息由逾期未付的每月還款的到期付款日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.1315068%計算（或港幣50元，以較高者為準）。

倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並以本公司確認的以下其中一種提早清還貸款方法計算：

- 向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；
 - 一筆相等於剩餘未付之每月還款總和之99%的款額。
惟若上述(a)或(b)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(a)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。
- 將利息計算至下一個供款日，並同意必須清付所有欠款、一切有關開支及費用、與及相等於總餘額之3%附加費，作為提早清還貸款之罰息款項。

(II) Black Seal 尊尚分期貸款/「小東主」貸款

- 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費。所有貸款手續費須於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同。所有已繳付之手續費，不論任何情況下均不獲退還。
- 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）以彌補額外行政支出。客戶需另外支付逾期利息，該利息由到期付款日計至付款之日，按每月還款以實際月利率加0.875%每日計算。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；
 - 一筆相等於剩餘未付之每月還款總和之99%的款額。
惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。

(III) [Fit for All] 分期貸款

- 客戶於此貸款申請中可獲豁免每年1%手續費。如客戶選擇提早償還全數貸款，本公司將收取全期獲豁免的手續費金額，及以下所述有關提早償還貸款時需繳付的金額。本公司保留從客戶的還款戶口扣除上述款項的權利。
- 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）以彌補額外行政支出。客戶需另外支付逾期利息，該利息由到期付款日計至付款之日，按每月還款以實際月利率加0.875%每日計算。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；
 - 一筆相等於剩餘未付之每月還款總和之99%的款額。

惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。

(IV) [60日免息免供] 分期貸款

- 若還款期為12個月或以下，每年貸款手續費為貸款額之1.5%，若還款期為12個月以上，則需按獲批准之貸款額繳付每年1%手續費，不足1年亦須繳付足1年手續費，並於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同。所有已繳付之手續費，不論任何情況下均不獲退還。
- 由提取貸款日起至第1期還款日前1個曆月（「[60日免息免供]期」）內，客戶可選擇隨時一次性以整額支付方式全數清還貸款並繳付手續費，則可獲豁免長達60日之利息、提早清還罰息及其他費用（惟手續費除外）。例如：客戶於2017年7月3日提取貸款，客戶可享受由2017年7月3日至2017年9月3日之「60日免息免供」還款假期，其第1期還款日為2017年10月3日。如客戶於2017年7月3日至2017年9月3日期間內提前全數還款，除可享受免息免供優惠外，更可獲豁免提早清還罰息。
- 客戶明白本公司不接納客戶作部份提早還款。
- 如在60日免息免供期內沒有按上述本部份第2條全數清還整筆貸款，利息將按貸款合約/貸款確認書內之條款及細則由首次還款日前1個曆月開始計算。
- 如在60日免息免供期後提前還款，須按本部份內列明之條款及細則計算及繳付利息、提早還款罰息及其他費用。
- 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）以彌補額外行政支出。客戶需另外支付逾期利息，該利息由到期付款日計至付款之日，按每月還款以實際月利率加0.875%每日計算。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；
 - 一筆相等於剩餘未付之每月還款總和之99%的款額。
惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。

乙、循環分期貸款

(i) 循環分期貸款

- 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費。所有貸款手續費須於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同。所有已繳付之手續費，不論任何情況下均不獲退還。
- 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）以彌補額外行政支出。客戶需另外支付逾期利息，該利息由到期付款日計至付款之日，按每月還款以實際月利率加0.875%每日計算。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；
 - 一筆相等於剩餘未付之每月還款總和之99%的款額。
惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。

(ii) 再提取循環分期貸款

- 持有循環分期貸款戶口3個月或以上並已供款最少3期的客戶，即可享有提取本金的權利。提取金額最低為港幣3,000元。貸款利率按客戶的財政狀況、貸款本金結欠及批核的提取金額而釐訂。
- 還款期必須與現有還款期相同或更長（最長48個月）。
- 待客戶的貸款獲批核後，客戶須不可撤銷地授權本公司，將批核的新貸款額（扣除新貸款再提取金額手續費（如有）及提早清還貸款（現有循環分期貸款戶口或再提取循環分期貸款戶口）的費用（如有）及延長還款費（如有）後）存入客戶現時扣除每月還款的戶口內，並於現行還款日在同一戶口內扣除每月還款額。客戶明白並同意，此項新貸款將受循環分期貸款申請表、貸款合約、貸款確認書及再提取循環分期貸款條款及細則內之條款及細則所約束。
- 客戶明白及同意按再提取金額1%收取的再提取金額手續費（最低為港幣100元），提早清還貸款（原有循環分期貸款戶口或再提取循環分期貸款戶口）的費用（如有）及延長還款費（如有）將於新貸款被提取時從新貸款額中扣除。倘提早償還貸款或再作提取貸款，則原有貸款手續費及再提取金額手續費或其任何部分將不予退還。
- 再提取循環分期貸款服務不適用於已全部清還循環分期貸款的客戶。

丙、升學進修貸款

- 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費。所有貸款手續費須於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同。所有已繳付之手續費，不論任何情況下均不獲退還。
- 若客戶未能依期償付每月還款，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）以彌補額外行政支出。客戶需另外支付逾期利息，該利息由到期付款日計至付款之日，按每月還款以實際月利率加0.875%每日計算。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；
 - 一筆相等於剩餘未付之每月還款總和之99%的款額。
惟若上述(a)或(b)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(a)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金，而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。
- 客戶須於華僑永亨銀行開立儲蓄存款戶口，並以該戶口作為升學進修貸款之還款戶口。
- 客戶如悉及同意HK\$200現金書券（「現金券」）優惠只適用於成功申請及提取HK\$50,000或以上之升學進修貸款，並以12個月或以上為還款期之客戶。每名合資格貸款人最多可獲優惠一次。現金券將於客戶提取貸款後6個星期內按本公司記錄的客戶通訊地址郵寄予客戶。
- 客戶如悉及同意華僑永亨銀行電匯手續費回贈優惠只適用於成功申請及提取HK\$200,000或以上之升學進修貸款，並以24個月或以上作還款期之客戶。每名合資格貸款人最多可獲此優惠十次。現金券將於客戶提取貸款後6個星期內按本公司記錄的客戶通訊地址郵寄予客戶。
- 客戶如悉及同意獎學金優惠只適用於成功申請及提取HK\$200,000或以上之升學進修貸款，並以24個月或以上作還款期之客戶。每名合資格貸款人只可獲此優惠一次。客戶必須繳付不少於6期升學進修貸款之全數每月供款及於領取獎學金前沒有累積超過14日之逾期還款紀錄，並於第6期到期付款日至清還整筆升學進修貸款日期間提交畢業證書或成績單副本（其學生姓名、院校名稱及課程名稱需與升學進修貸款申請表及學費單或學生證上之資料一致），方可享有此優惠。獎學金將於提交畢業證書或成績單後一個月內存入合資格客戶之還款戶口。適用於貸款額HK\$600,000至HK\$1,200,000之獎學金為HK\$2,500，而適用於貸款額HK\$200,000至HK\$599,999之獎學金為HK\$1,000。
- 客戶保證此項貸款是作升學進修用途，若貸款非作升學進修之用，本公司有絕對權利要求客戶提早清還貸款。客戶同意本公司有絕對權利要求客戶提供有關升學進修之相關資料，包括但不限於學費單、學生證、畢業證書或成績單。
- (如貸款申請人並非報讀有關課程之學生)客戶特此聲明、確認及承認客戶已得到報讀有關課程之學生的同意向本公司披露其資料(包括但不限於其姓名、學生證、畢業證書、成績單及學費單) 及准許本公司使用其資料作為申請本貸款及在貸款批核後評估是否提供優惠予本人之用途及本公司可(但無責任)告知該學生其資料是由客戶提供。

丁、專業貸款

- 客戶於此貸款申請中可獲全數豁免手續費。
- 若客戶未能依期償付每月還款額，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）及需另外支付逾期利息，該利息由逾期未付的每月還款的到期付款日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.0821918%計算（或港幣50元，以較高者為準）。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶同意本公司將利息計算至下一個供款日，並向本公司清付所有欠款、一切有關開支及費用、與及相等於剩餘本金之3%之附加費，作為提早清還貸款之罰息款項。

戊、裝修貸款

- 手續費每年為總貸款額之1%，不足1年亦須繳付足1年手續費。所有貸款手續費須於確認貸款時全數繳付。客戶所需繳交之手續費會因還款期之長短而有所不同。所有已繳付之手續費，不論任何情況下均不獲退還。
- 若客戶未能依期償付每月還款額，本公司有權向客戶隨時徵收手續費港幣200元（以每次逾期月計）及需另外支付逾期利息，該利息由逾期未付的每月還款的到期付款日直至實際付款之日逐日累計，息率按逾期未付的每月還款額以0.0657534%計算（或港幣50元，以較高者為準）。
- 倘客戶申請還款方法與貸款合約/貸款確認書訂明之還款期過程相異時，必須事先經本公司同意。客戶可提早清還貸款，惟須先獲得本公司的同意並向本公司支付以下所述之較低者：
 - 未清還的貸款本金及應計利息，兩者均須根據實際月利率加0.875%按月重新計算或計算至及包括清還當日；

- (ii) 一筆等於剩餘未付之每月還款總和之99%的款額。
惟若上述(i)或(ii)計算出之金額較根據實際月利率計算之未清還的貸款本金及應計利息另加提早還款手續費港幣1,500元為少，客戶則須支付根據實際月利率計算之未清還的貸款本金及應計利息加上上述提早還款手續費。為計算上述(i)之金額，本公司會以實際月利率加0.875%重新分配客戶已償付的每月還款(如有)內之本金和利息的比例，從而重新計算客戶應繳付之未清還的貸款本金；而客戶應繳付之利息則以本公司按未清還的貸款本金，以實際月利率加0.875%按月計算及累計至清還當日。
4. 此貸款是作裝修用途，本公司有絕對權利要求客戶提供有關裝修之相關單據或資料。若貸款非作裝修之用，本公司有絕對權利要求客戶提早清還貸款。

己、共同適用的條款及細則

1. 客戶保證現在客戶在此申請的融通或貸款，就本公司而言，並非「銀行業條例」(第155章)第83條，及由香港金融管理局所發出的監管政策手冊(CR-G-9)《對關連人士的風險承擔》，所禁止的融通；或(b)《公司條例》(第622章)第11部第2分部所禁止的貸款，類似貸款及信貸交易。如在任何時間，前述任何保證不再準確或成為失實，客戶承諾會立即通知本公司。
2. 客戶同意若客戶的申請獲批准及貸款額已撥進客戶的指定賬戶內(此即構成客戶接受此項貸款)，便須受貸款之條款及細則所約束。
3. 客戶同意及承諾遵照貸款之條款及細則依時清還全部貸款額、利息、手續費、彌償費及一切其他貸款所需支付之費用。如客戶未能依照上述方法償還，本公司可依法追討。
4. 客戶確認提供給銀行/本公司的資料及文件全屬正確，並授權銀行/本公司以任何其認為適當的途徑以確証該等資料及文件之真確性及與有關方面交換資料。
5. 現金券/儲值咭/禮品如有遺失(包括但不限於投遞遺失)、被竊或損毀，本公司將不會補發，恕不承擔責任，也不會作任何賠償。本公司並非現金券/儲值咭/禮品之供應商，所有有關現金券/儲值咭/禮品之責任及義務概由供應商負責。本公司不會就或有關現金券/儲值咭/禮品承擔任何責任及義務。本公司亦不會就或有關任何現金券/儲值咭/禮品作出任何性質之聲明及保證(不論明確或含蓄的)。如對現金券/儲值咭/禮品有任何爭議或投訴或索償(如有的話)，客戶需直接向供應商提出。所有現金券/儲值咭/禮品均不能兌回現金或其他折扣，並需受供應商所訂之條款及細則限制。
6. 客戶知悉及同意銀行、本公司及任何銀行集團公司可根據 (i)《華僑永亨銀行集團有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知》；或(ii)客戶不時給予的訂明同意，使用客戶的個人資料(「資料」)作該等用途及向該等人士披露。同時客戶同意銀行、本公司及任何銀行集團公司可將「資料」轉移至香港特別行政區以外地方、使用「資料」和客戶的其他個人資料和資訊作根據個人資料(私隱)條例所述的核對程序核對「資料」及其他關於客戶的資料，作內部的信貸管理和提供優質的賬戶服務和其他相關目的及提供有關客戶之銀行證明書或信貸諮詢用途。客戶同意銀行、本公司及任何銀行集團公司有權不時向任何第三者索取有關客戶的資料，包括但不限於向任何信貸資料機構對客戶作出信貸調查(如有)。客戶明白從銀行/本公司獲得之《華僑永亨銀行集團有限公司 - 關於個人資料(私隱)條例的客戶及其他個別人士通知》之內容，並確認收妥該通知書。在此部份的文章中，「銀行集團公司」指銀行的任何直接或間接附屬公司、銀行或任何上述控股公司的任何直接或間接附屬公司，或其任何關連公司(即股權由任何上述公司持有的公司)，並包括每家公司的繼承人和受讓人。「附屬公司」及「控股公司」指《公司條例》(第622章)賦予的相同涵義。
7. 客戶授權本公司可不時將客戶之個人資料及有關客戶之任何賬戶資料透露予銀行或任何銀行集團公司作內部的信貸管理和提供更優質的賬戶服務和其他相關用途。
8. 如客戶於申請表上所提供的任何個人資料(包括但不限於個人資料、就業資料及配偶資料)與本公司現時持有之客戶的個人資料記錄(如有)有所不同，客戶同意及授權本公司更新客戶現時於本公司的任何個人資料記錄，而有關更新將即時生效。為免存疑，本公司並沒有義務行使此項下的授權權利。
9. 客戶同意本公司在有需要時可將還款提示以短訊或即時信息應用程式或電郵或以其他電子通訊方式發給客戶。客戶明白若不欲收取本公司的產品宣傳，可以書面通知本公司的資料保護主任，郵寄地址為香港中環皇后大道中161號，來函請註明姓名及有關賬戶號碼。此項安排不用收費。
10. 客戶知悉及同意即使客戶的申請最終不獲批准，本公司可保留客戶的個人資料，用作維持客戶的信貸紀錄，作為本公司、銀行或任何銀行集團公司現在或將來參考之用，保留期限以不超過3年為準。
11. 客戶知悉及同意客戶應本公司之要求而提供之個人資料或因客戶與本公司之間所作出交易而由本公司收集到的資料，本公司可透露或使用及保留予任何機構或任何收數公司、信貸資料機構或為本公司提供有關服務的機構/公司使其可核實有關資料或使其能提供有關資料予其他機構/公司，藉以 (i) 讓該等機構/公司查證客戶之信貸及其他狀況，及(ii) 協助該等機構/公司追收客戶於本公司之任何債項。
12. 客戶明白本公司會考慮環聯資訊有限公司/美國鄧白氏商業資料(香港)有限公司之信貸報告，並授權本公司在其認為適當之情況下，可一次或以上使用客戶之資料作信貸查閱及/或檢討。客戶可致電環聯資訊有限公司/美國鄧白氏商業資料(香港)有限公司索取該報告(2577-1816/2516-1100)。客戶知悉可以書面形式向本公司之資料保護主任索取及更改客戶之資料(香港皇后大道中161號)。
13. 客戶同意及明白如客戶未能在貸款申請獲批准後30天內以書面形式接納本公司之貸款，是次貸款申請可被取消。
14. 客戶知悉有權於悉數清償欠款而結束客戶於本公司之賬戶時，指示本公司要求有關信貸資料機構，從資料庫刪除本公司曾經提供上述賬戶的資料，惟是項指示須於結束上述賬戶後五年內發出，而上述賬戶在緊接結束之前五年內，並無拖欠超過60天的記錄。
15. 客戶知悉如客戶的賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇帳(因破產令導致撇帳除外)，否則客戶的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

16. 客戶知悉如客戶因被頒布破產令而導致任何賬戶金額被撇帳，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，客戶的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構客戶已獲解除破產令後保留多五年(以較早出現的情況為準)。客戶承諾倘若客戶通知信貸資料機構客戶的破產令已被解除，客戶將同時通知本公司。為避免客戶與本公司日後有任何不必要爭拗及投訴及為維護雙方利益，客戶同意本公司可記錄客戶跟本公司職員及/或其代理人之談話並可保留該等記錄(包括以電話錄音作記錄及保留該等電話記錄)。對客戶而言，就被記錄之談話內容，該等記錄將為終論性證據。
17. 客戶明白本公司會以客戶於申請表/支賬授權書提供之資料及其他客戶嗣後可能提供給本公司之任何性質資料及申請表所載之條款作為主要依據以決定是否批准貸款，是否批准全部或部份貸款及此批准之其他條款。客戶現宣稱客戶並未向隱藏客戶已招致或可能已招致之任何債項，及沒有自行申請破產或已被判定破產。客戶現宣稱客戶沒有意圖在貸款(若獲本公司批准)還款期間自行申請破產，客戶明白自本段所述之資料如有任何方面不完整或不實，客戶或須負上刑事責任。
18. 客戶同意及明白申請表/支賬授權書及所有客戶文件之影印本乃本公司所擁有，不論客戶之貸款申請批准與否，均不獲發還，並同意本公司有權拒絕客戶之申請而毋須透露任何理由。
19. 客戶明白本公司保留要求客戶提供所需文件以外的其他文件的權利。
20. 客戶確認貸款並非作為購買於任何證券交易所掛牌之證券或繼續持有該等證券之用。
21. 根據銀行營運守則，若客戶在還款方面有任何困難，應儘快通知本公司。客戶同意本公司擁有隨時修訂此項貸款的息率及條款之最終決定權。
22. 客戶授權本公司可向或跟其認為適當之任何方面披露及交換申請表/支賬授權書上之各項資料以及客戶嗣後不時提供之其他資料以作核實資料用途。
23. 客戶現承諾會迅速地提供本公司不時要求之進一步資料及客戶確認若客戶未能提供任何該等資料可能會令本公司不能評估於此申請之貸款或設立或繼續客戶於本公司之賬戶或令本公司採取不利客戶利益之行動，例如：取消貸款(若獲批准)；及客戶確認：直接或間接因或就如上述不能評估貸款，不能設立或繼續賬戶或如本公司採取上述行動而引致之任何責任，本公司概不負責。
24. 客戶同意以自動轉賬形式從客戶於直接付款授權書中詳述之銀行戶口繳付還款，在本清還客戶欠本公司之所有欠款或未獲得本公司同意之前，客戶不得作任何更改自動轉賬形式。
25. 客戶授權本公司直接從客戶之貸款確認書所述之還款賬戶中扣除每月還款額及申請表/貸款合約及本條款及細則訂明之一切有關開支及費用，該有關開支及費用均以本公司絕對酌情權認為適當之方法計算並可收取利息。
26. 客戶同意客戶若取消指定還款戶口，則須安排另一合適銀行賬戶取代。
27. 客戶明白並同意貸款之利息每天累積，並以每年365天之基準，或以本公司的絕對酌情權不時確定及於生效前30天通知客戶之其他基準計算。
28. 每月還款額將用以本公司認為適當之比例償付貸款本金、利息及任何其他開支及費用。客戶同意即使申請表/貸款合約或其他文件條文另有所述，本公司具絕對的酌情權不時修訂及更改貸款利率及利息計算方法，且毋須事先向客戶發出通知或取得客戶之同意。
29. 關於提前還款的利息支出，一般來說，借款人越早提前還款是可以節省更多未償還的利息。不過，決定是否提前還款時，借款人應考慮當中涉及之罰款。因不同貸款產品之提前還款罰款不同，決定是否提前還款時，借款人亦應清楚閱讀及了解相關之貸款細節及條款。一般來說，因前期未償還本金比較多，前期還款的利息部分所佔的比例亦會較多。換言之，當借款已按期償還了一段時間，未償還的利息金額會相對較少。如果客戶選擇在這個時候提前還款，就算節省了未償還的利息，也可能不足以彌補提前還款的罰款。借款人應先查詢提前還款的總金額和未償還的利息金額，經比較和考慮後，才決定是否選擇提前還款。關於是否選擇提前還款，可以參考本公司網頁之「常見問題」。
30. 客戶明白本公司有權聘用外界代收欠款的公司及/或機構以追討客戶欠本公司的任何或所有數額，而客戶同意本公司可就上述用途披露有關客戶的所有個人及其他資料。就本公司聘用外界代收欠款公司及/或機構而合理產生之一切合理費用和支出及其就追討客戶欠款所引致之一切合理產生之法律費用及支出(如有的話)，客戶需向本公司支付及(在本公司要求時)彌償。
31. 在本公司未收妥無條件、不可撤回、不受制於任何抵銷、索償、條款、限制或任何形式的保留的全數港幣還款前，任何客戶繳付給本公司的一切款項都不能解除客戶對本公司的債務或責任。本公司毋須事先向客戶發出通知或取得客戶之同意並有絕對的酌情權就已收妥的還款，按下列次序或任何其認為合適之次序清還各項結欠：
- (i) 所有根據申請表/貸款合約/本條款及細則客戶須繳付之法律、追收債務的費用及支出；
- (ii) 所有尚欠之貸款利息(過期利息除外)；
- (iii) 所有尚欠的每月還款額或(如本公司已向客戶要求清還全數金額)貸款餘額；
- (iv) 根據申請表/貸款合約/本條款及細則客戶所欠本公司或應繳付之所有其他各類費用、收費及金額，包括但不限於逾期手續費用、過期利息及行政費用。
32. 申請表/貸款合約/貸款確認書及本文內之一切條款、費用及限制均可隨時修訂。本公司所作之修訂會給予30天之書面通知給客戶，該書面通知將郵寄至客戶存於本公司最新記錄之通訊地址。該修訂以上述方式通知客戶隨即生效。
33. 於不損害本公司任何其權利的情況下，若客戶違反申請表/貸款合約/貸款確認書/本條款及細則之任何條款，客戶同意本公司有權作下列任何一項或多項決定：
- (i) 提高或更改利率至本公司認為合理之水平；
- (ii) 提高每月還款額並縮短還款期；
- (iii) 額外收取總欠款之2%作為重新安排手續費；及/或
- (iv) 要求客戶立即清還所有欠款及利息。

34. 在附加於及不損害法律、衡平法、本條款及細則或本公司與客戶訂立之任何其他協議可能賦予本公司之任何其他抵押或一般留置權、抵銷權或類似權利的情况下，本公司對其現時或此後所管有作為妥善保管或其他用途之客戶的所有財產享有留置權，而本公司亦有權及特此獲授權(但並無責任)在法律許可的最廣範圍內，毋須通知客戶或其他任何人士而就客戶須向本公司履行或償付的責任或債務，按本公司絕對酌情權決定的方式及次序及該等責任或債務扣減、抵銷、撥用及運用：
- (a) 客戶在其或任何其他人士於本公司或與本公司有關連或聯營之任何其他公司中享有實益權益的任何戶口中之任何結餘(不論是否須發出通知，不論到期與否，亦不論屬何種貨幣)；及
- (b) 本公司應付或尚欠客戶任何貨幣之任何其他款項；及
- (c) 本公司以其名義代表客戶於香港或其他地方的任何其他金融機構開立之戶口中之任何結餘，用以償還或清償客戶須向本公司履行或償付的責任及債務(不論實際的、未來的或是或有的)。
- 在此條中，如任何戶口可根據任何透支安排被提款(即使戶口已被透支，但所透支金額依然少於透支安排的最高限額)，則該戶口須當作有結餘處理，而上述結餘之金額，將等於透支安排依然可提供的金額。此外，在客戶之任何債務仍屬或有或未來性質，本公司將客戶任何賬戶結餘之任何一項或多項款項付給客戶之責任，在需要抵償此等債務之範圍內，須予以暫停，直至或有或未來事件發生為止。
- (ii) 若屬聯名戶口，本公司可行使本條文32規定之權利，將該聯名戶口中之任何信貸結餘用於清償該聯名戶口一名或以上持有入欠付予本公司之任何債項。
- (iii) 本公司特此獲授權進行其認為行使任何抵銷權利所需之任何貨幣匯兌，而該等匯兌費用須由客戶承擔，並成為本條文32下本公司抵銷權利之一部分。
- (iv) 本公司亦有權出售基於保管或任何理由而由本公司得以管有或控制的客戶財產，不論是否在本公司業務過程中作為抵押，構成本公司的留置權，清償客戶所欠本公司的任何債務。
- (v) 客戶同意及確認本公司根據本條文32有權扣減、抵銷、撥用及運用以作償還或清償客戶須向本公司履行或償付的責任及債務包括 (a) 任何喪失時效的責任及債務(不論是否基於時效條例)及 (b) 因任何理由而變得不可強制執行的任何其他責任及債務。
35. 儘管申請表/貸款合約/貸款確認書/本條款及細則或本公司與客戶之間的任何其他協議的任何內容所述，客戶同意及明白，客戶可被本公司要求隨時立即全數清還欠款之總數、利息、逾期費用、過期利息，以及所有申請表/貸款合約/貸款確認書/本條款及細則所要求繳付之欠款及其他費用，於不損害上述的情況下，如發生以下任何一種情況，客戶應立即繳付上述所有款項：
- (i) 客戶若未能於任何一期到期日繳付應交款項之全數；
- (ii) 客戶申請破產或被申請破產；
- (iii) 客戶已提供或以後提供之任何資料在重要方面上屬於或被證實為不真實、不正確或誤導，包括但不限於申請表上之資料；或
- (iv) 本公司認為發生了某種情況可能嚴重及不利地影響客戶履行申請表/貸款合約/貸款確認書/本條款及細則之能力。
36. 客戶現承諾會要求彌償本公司直接或間接因或就本申請及/或本公司依賴任何客戶於此提供之資料或嗣後客戶不時提供之資料而引致本公司可能蒙受或招致之一切損失、損害、費用、索償、申索、訴訟及責任，不論任何性質亦然，除非(及只限於)乃純粹因本公司或其僱員或代理人蓄意行為不當或疏忽所引致的，則屬例外。
37. 客戶同意本公司有絕對酌情權可向擔保人(如有的話)提供下列文件之副本：
- (i) 跟客戶簽訂之有關貸款合約或摘要，以示擔保人所擔保之責任；
- (ii) 向客戶發出有關逾期未繳款項之正式要求付款通知書；
- (iii) 最新近客戶之賬戶結單；及
- (iv) 由本公司送交客戶之其他文件。
- 客戶同意本公司可提供有關客戶之信貸及財務狀況予第三者而毋須事先諮詢客戶，亦毋須取得客戶同意。
38. 本條款及細則受香港特別行政區法律管轄，並按香港特別行政區法律詮釋，而客戶甘願受香港特別行政區法院的司法管轄權管轄。
39. 若客戶超過一人，申請表/貸款合約簽署人之法律責任及義務均屬共同及個別負責。
40. 除非申請表/貸款合約/貸款確認書及本條款及細則內有特別的解釋外，否則所指之單數乃包括眾數，所指之男性乃包括女性或中性，反之亦然。如申請表/貸款合約/貸款確認書及貸款之條款及細則之中英文本有歧異，概以英文本為準。
41. 在此並不擬向任何第三方授予任何執行本文內任何條文的權利，亦不擬根據《合約(第三者權利)條例》及其後任何修訂條例向任何第三方授予本項下的任何利益，並明確排除相關法例之應用。

如欲索取本貸款之條款及細則的英文版本，歡迎聯絡本公司的客戶服務主任。 If you would like to have an English version of this Loan Terms and Conditions, please contact our Customer Service Officer.



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

A. Instalment Loan

(i) General Instalment Loan / Balance Transfer Instalment Loan

1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation or is added onto the loan amount and paid together with the monthly repayments. The handling fee may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.
2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest subject to calculation by one of the below methods which is confirmed by the Company:
 - (i) overdue interest at the interest rate of monthly effective rate plus 0.875% calculated from the due date until the date of actual repayment
 - (ii) at the rate of 0.1315068% on the amount of any outstanding monthly instalment(s) calculated on a daily basis from the due date of repayment of such outstanding monthly instalment(s) until the date of actual repayment (or HK\$50, whichever is higher).
3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Promissory Note ("the Note")/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and early settlement calculation by one of the below methods which is confirmed by the Company:
 - (i) customer's repayment of the lower of the following:
 - (a) 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;
 - (b) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.
 - (ii) customer's repayment of the outstanding principal of the Loan, expenses and money 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.

(ii) Black Seal Exclusive Instalment Loan/Businessman Loan

1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.
 2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment.
 3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:
 - (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;
 - (ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.
- Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the aforesaid 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 aforesaid monthly effective rate plus the aforesaid early repayment handling fee. For the purpose of calculating the amount under (i) above, the monthly effective rate plus 0.875% shall be applied by the Company to re-apportion the proportion of principal and interest of the monthly instalments already repaid by customer (if any) so as to re-calculate the outstanding principal of the Loan payable by customer and the interest payable by customer shall be calculated by the Company on the outstanding principal of the Loan at the monthly effective rate plus 0.875% on a monthly basis and accrued up to the repayment date.

(iii) "Fit for All" Instalment Loan

1. A handling fee which is equivalent to 1% per annum of the approved loan amount is waived. Requests to repay the entire loan prior to the final loan repayment date are subject to repayment of the full amount of the handling fee previously waived and the charges to be paid to the Company in case of early repayment of the Loan as stated below. The Company reserves the right to debit such amounts from the customer's loan repayment account.
 2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment.
 3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:
 - (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;
 - (ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.
- Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the aforesaid 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 aforesaid 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.

(IV) "60-Day Interest-Free Payment Holiday" Instalment Loan

1. For repayment tenor of 12 months or less, the handling fee is 1.5% per annum of the loan amount. For repayment tenor of over 12 months, the handling fee is 1% of the approved loan amount per annum. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.
 2. During the period between the date of drawdown of the Loan and one calendar month before the First Repayment Date ("60-Day Interest-free Payment Holiday"), customer can repay the Company the full amount of Loan in one lump sum at any time, together with the relevant handling fee. Interest for a period of up to 60 days and early repayment penalty or fees (except the handling fee) shall be waived. E.g. If customer draws the loan on 3 July 2017, customer can enjoy the 60-Day Interest-free Payment Holiday in the period from 3 July 2017 to 3 September 2017. The first repayment date will be 3 October 2017. If customer makes full early settlement within the period from 3 July 2017 to 3 September 2017, not only the privilege of Interest-free Payment Holiday can be enjoyed but also the early settlement penalty can be waived.
 3. Customer understands that partial prepayment of the Loan is not permissible.
 4. If full early repayment is not made during the 60-Day Interest-free Payment Holiday in accordance with the above clause 2, interest will be charged and calculated in accordance with the Note/Loan Confirmation Letter as from one calendar month before the First Repayment Date.
 5. In case of any early repayment after the 60-Day Interest-Free Payment Holiday, interest, early repayment penalty and other fees will be charged and calculated as specified in the terms and conditions of this section.
 6. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment.
 7. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:
 - (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;
 - (ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.
- Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the aforesaid 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 aforesaid 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. Revolving Instalment Loan

(i) Revolving Instalment Loan

1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.
 2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment.
 3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:
 - (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;
 - (ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.
- Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the aforesaid 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 aforesaid 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) Redrawing Revolving Instalment Loan

1. Customer must have had a Revolving Instalment Loan account for at least 3 months and had paid at least 3 instalments in order to be entitled to the right of redrawing the principal. The minimum redrawn amount is HK\$3,000. The interest rate will be determined by customer's financial situation, the outstanding principal and the approved redrawn amount.
2. Repayment period must be the same as or longer than the original repayment period (maximum 48 months).
3. Under the approval of customer's loan, customer irrevocably authorize the Company to credit the approved new loan amount, after deduction of redraw fee for the new loan (if any) and the early settlement fee (of the existing Revolving Instalment Loan account or Redrawing Revolving Instalment Loan account) (if any) and extension fee (if any), to the same account from which customer's current monthly repayment is debited, and to debit the same account with the monthly repayment amount on the current repayment date.
4. Customer understands and agrees that this new loan will be subject to the terms and conditions contained in Revolving Instalment Loan Application Form, Promissory Note, Loan Confirmation Letter and Redrawing Revolving Instalment Loan Terms and Conditions.
5. Customer understands and accepts that the redraw fee, at 1% of the redrawn amount (with the minimum of HK\$100), the early settlement fee (of the existing Revolving Instalment Loan account or Redrawing Revolving Instalment Loan account) (if any) and extension fee (if any) will be deducted from the new loan amount when it is drawn down. There shall be no refund of the handling fee for the original loan and redraw fee or any part thereof on early repayment or further redrawing of the loan.
6. No further redrawing will be permitted after the Revolving Instalment Loan is fully repaid.

C. Education Loan

1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.
 2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the interest rate of monthly effective rate plus 0.875% on any late monthly instalment(s) calculated from the due date until the date of actual repayment.
 3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:
 - (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;
 - (ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.
- Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the aforesaid 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 aforesaid 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.
4. Customer should open a deposit saving account in OCBC Wing Hang Bank and uses it as the repayment account of the Education Loan.
 5. Customer understands and agrees that the privilege of HK\$200 book store cash coupon ("Cash Coupon") is applicable to customer who has successfully applied for and drawn the Loan with loan amount of HK\$50,000 or above and loan tenor of 12 months or above. Each customer can only enjoy this privilege once. The Cash Coupon will be sent to customers' correspondence address according to the Company's record by mail within 6 weeks after the loan drawdown.
 6. Customer understands and agrees that the privilege of OCBC Wing Hang 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 OCBC Wing Hang 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.
 7. Customer understands and agrees that the privilege of Scholarship is only applicable to customer who has successfully applied for and drawn the Loan with loan amount of HK\$200,000 or above and loan tenor of 24 months or above. Each customer can only enjoy this privilege once. Customer must have successfully paid full amount of at least 6 monthly instalments with no more than 14 days of accumulated late repayment record on or before the date of Scholarship disbursement, and submit the copies of Certificate of Graduation or Transcript (where the student name, educational institution name and course name should match with those provided in the application form and as listed in tuition fee demand note/student card) within the period from 6th instalment repayment due date to the settlement date of the Loan in order to enjoy this privilege. The Scholarship will be disbursed to eligible customers' repayment account within 1 month after submission of the Certificate of Graduation or Transcript. The Scholarship applicable to loan amount HK\$600,000 to HK\$1,200,000 is HK\$2,500 and the Scholarship applicable to loan amount HK\$200,000 to HK\$599,999 is HK\$1,000.
 8. The loan amount applied is for the purpose of education. If the loan is not for the purpose of education, the Company shall have the absolute right to request customer to make early repayment of the Loan. Customer agrees that the Company has the absolute right to request customer to provide related information (including but not limited to receipt of tuition fee payment, student card, certificate of graduation or examination slip).
 9. (Applicable if the loan applicant is not the student enrolled to the course) Customer hereby declares, confirms and acknowledges that customer has obtained the prior consent from the student enrolled to the course for his/her information (including but not limited to his/her name, student card, certificate of graduation, examination result slip and receipt of tuition fee payment) to be disclosed to and used by the Company for the purpose of this loan application and assessment of whether to offer the privileges to customer after approval of the loan application and the Company may (but not obliged) inform the student that such information is provided by customer.

D. Professional Loan

1. The handling fee will be fully waived for customers who apply this loan.
2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the rate of 0.0821918% on the amount of any outstanding monthly instalment(s) calculated on a daily basis from the due date of repayment of such outstanding monthly instalment(s) until the date of actual repayment (or HK\$50, whichever is higher).
3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to customer's repayment of the outstanding principal of the Loan, expenses and money 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.

E. Decoration Loan

1. Handling fee of 1% of the loan amount per annum shall be charged. Even if the tenure is less than 12 months, the handling fee will still be levied for a full year. The handling fee is payable upon loan confirmation and may differ with different loan tenor. The handling fee is not refundable whatever under any circumstances.
2. In default of making any monthly instalments when they fall due, customer agrees to pay for each and every default a sur-charge of HK\$200 plus an overdue interest at the 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).
3. Customer understands and agrees that request for amendment on repayment method and loan tenor as stated in the Note/Loan Confirmation Letter is subject to approval by the Company. Early repayment of the Loan is permissible subject to the Company's prior consent and customer's repayment of the lower of the following:
 - (i) the outstanding principal of the Loan and accrued interest up to the repayment date, both recalculated or calculated at the interest rate of monthly effective rate plus 0.875% of the Loan on a monthly basis;
 - (ii) a sum equivalent to 99% of the total outstanding monthly instalments of the Loan.

Provided always that if the amount under (i) or (ii) above shall be lower than the outstanding principal of the Loan and accrued interest at the aforesaid 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 aforesaid 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.

4. The loan amount applied is for the purpose of decoration. The Company shall have the absolute right to request for the related invoices or information of the decoration. If the loan is not for the purpose of decoration, the Company shall have the absolute right to request customer to make early repayment of the loan.

F. Common Terms and Conditions Applicable to All Products

- Customer warrants that the facility or loan herein for which he/she is applying is not, in relation to the Bank, (a) a facility prohibited by Section 83 of the Banking Ordinance (Cap.155) and the Supervisory Policy Manual (CR-G-9) "Exposures to Connected Parties" issued by the Hong Kong Monetary Authority; or (b) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the Companies Ordinance (Cap.622). Customer undertakes to notify the Company immediately if at any time any of the foregoing warranties ceases to be accurate or becomes untrue.
- Customer hereby agrees that if the Bank 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.
- 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 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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 tapping 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.
- Customer understands that the Company will rely on the information on the 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.
- 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.
- Customer understands that the Company reserves the right to request additional supporting documents other than those specified on the Form at any time.
- 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.
- Under the Code of Banking Practice, customer should inform the Company as soon as possible of any difficulty in repaying the Loan.
- 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.
- 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.
- Customer hereby undertakes to promptly provide such further 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.
- 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.
- 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.
- Customer hereby agrees that if his/her designated repayment account is cancelled, he/she will provide another appropriate bank account as substitute.
- 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.
- 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.
- As regards of the interest expenses for early repayment, generally speaking, the earlier customers make the early repayment, the more outstanding interest expenses are likely to be saved. However, the borrowers should take into consideration of the early settlement penalty involved when making the early repayment. As the calculations of early settlement penalty are different for different loan types, the loan terms and conditions should be read carefully before deciding whether to make the early repayment. In general, as the outstanding principal is larger in the earlier instalments of the loan, the interest proportion in the monthly instalment will be higher in the earlier instalments. In other words, the interest proportion will be smaller in monthly instalment in the later instalments. If the customers decide to make early repayment in the later instalments of the loan, the loss due to early settlement penalty may outweigh the gain due to interest expenses saving of the outstanding instalments. Borrowers are advised to check and compare the total amount involved in the early repayment and the amount of outstanding interest before deciding to make the early repayment. Notes to consider whether to make early repayment, please refer to "FAQ" of the Company's website.
- 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.**
- 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 and administrative charges.
- 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 within 30 days of any alteration by means of written notice mailed to customer's last address notified to the Company from time to time.
- 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.
- 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 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 32, 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, in so far 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 32 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 32.
- 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 32 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.
- 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, 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.
- 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.
- 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.
- The Form and the terms and conditions herein contained shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and customer submits to the exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region.
- 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.
- 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.
- 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.