華僑銀行 (香港) 有限公司（「本行」）貸款之條款及細則

（適用於一般私人貸款、結餘轉戶私人貸款、專業貸款、裝修貸款、「60日免息免供」私人貸款、升學進修貸款及稅務貸款）(2024年4月1日起生效)

客戶須遵照及履行下列各項條款：

甲、一般私人貸款／結餘轉戶私人貸款／專業貸款／裝修貸款

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

乙、「60日免息免供」私人貸款

1. 「60日免息免供」私人貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本行亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
2. 客戶明白並同意，就貸款合約／貸款確認書／其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本行同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本行提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本行的同意並向本行支付貸款合約／貸款確認書／其他適用於貸款的條款及細則訂明之提早還款費用。
3. 客戶明白本行不接納客戶作部份提早還款。

丙、升學進修貸款

1. 貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本行亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
2. 客戶明白並同意，就貸款合約／貸款確認書／其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本行同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本行提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本行的同意並向本行支付貸款合約／貸款確認書／其他適用於貸款的條款及細則訂明之提早還款費用。
3. 客戶須於本行開立儲蓄存款戶口，並以該戶口作為升學進修貸款之還款戶口。
4. 客戶保證此貸款是作升學進修用途，若貸款非作升學進修之用，本行有絕對權利要求客戶提早清還貸款。客戶同意本行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。
5. （如貸款申請人並非報讀有關課程之學生）客戶特此聲明、確認及承認客戶已得到報讀有關課程之學生的同意向本行披露其資料（包括但不限於其姓名、學生證、畢業證書、成績單及學費單）及准許本行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行可（但無責任）告知該學生其資料是由客戶提供。

丁、純稅務貸款／稅務貸款計劃 — 私人貸款

1. 純稅務貸款／稅務貸款計劃 — 私人貸款計劃須受本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則約束。而本行亦可隨時發出、變更、更改或更換有關條款。本條款及細則、貸款合約之條款及細則及其他適用於貸款的條款及細則如有任何抵觸之處或歧異，應以本條款及細則為準。
2. 客戶明白並同意，就貸款合約／貸款確認書／其他適用於貸款的條款及細則上訂明之還款方式及還款期之修改要求，須經本行同意。客戶需於提前償還貸款時支付提早還款手續費、貸款應付之一切其他有關款項、過期利息（如有）、適用費用、收費、開支及支出，不論該要求是由客戶或本行提出。在不損害前述條文的原則下，客戶可提早清還貸款，惟須先獲得本行的同意並向本行支付貸款合約／貸款確認書／其他適用於貸款的條款及細則訂明之提早還款費用。
3. 本行有權以其絕對酌情決定權把獲批核之貸款金額之特定金額直接交付給稅務局。客戶明白及同意若於申請過程有任何延誤及/或任何投遞延誤或遺失及/或任何其他原因以致未能如期將上述款項交給稅務局，本行對與前述有關之任何損失、賠償、費用或支出（包括但不限於任何招致之附加費及罰款）概不負責，亦無須向任何客戶作出任何賠償。同時，客戶明白及同意其償還貸款及遵守所有有關條款及細則之責任仍然保持不變。

戊、共同適用的條款及細則

1. 每項貸款均按以下基準批出, 客戶保證: 客戶, 或其任何董事、合夥人、經理或代理人, 或其任何擔保人, 就香港法律及相關法規而言, 並非本行(或其控權公司、其任何附屬公司及聯屬公司)之有關人士、或有關人士之親屬。　如在批出任何有關貸款後， 前述保證不再準確或將成為失實， 則客戶承諾將會立即通知本行。

   在第1條中：

   「親屬」(Relative) 指 (a) 父母; (b) 繼父母或領養父母; (c) 配偶; (d) 夫妻關係的另一方; (e) 同居伴侶; (f) 配偶的父母、繼父母或領養父母; 或 (g) 子、繼子、女、繼女或領養子女。

   「有關人士」(Relevant Person) 指董事、 僱員或控權人(即無論是單獨或與任何相聯者控制已發行股份百分之十或以上)。
2. 客戶同意若客戶的申請獲批核及貸款額已撥進客戶的指定賬戶內（此即構成客戶接受此項貸款），便須受貸款之條款及細則所約束。
3. 客戶同意及承諾遵照貸款之條款及細則及所有相關條款及細則及依時清還全部貸款額、利息、手續費、彌償費及一切其他貸款所需支付之費用。如客戶未能依照上述方法償還，本行可依法追究。
4. 客戶確認提供給本行的資料及文件全屬正確，並授權本行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，本行將不會補發，恕不承擔責任，也不會作任何賠償。本行並非現金券／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。本行不會就或有關現金券／儲值咭／禮品作出任何性質之聲明及保證（不論明確或含隱的）。如對現金券／儲值咭／禮品有任何爭議或投訴或索償（如有的話），客戶需直接向供應商提出。所有現金券／儲值咭／禮品均不能兌回現金或其他折扣，並需受供應商所訂之條款及細則限制。
6. 客戶知悉及同意本行及任何銀行集團公司可根據 (i)《華僑銀行 (香港) 有限公司 - 關於個人資料（私隱）條例(「條例」)的客戶及其他個別人士通知》；或 (ii) 客戶不時給予的訂明同意，使用客戶的個人資料（「資料」）作該等用途及向該等人士披露。同時客戶同意本行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。客戶同意本行及任何銀行集團公司有權不時向第三方（包括客戶因本行及銀行集團公司產品及服務的推廣以及申請本行及銀行集團公司產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括但不限於向任何信貸資料服務機構對客戶作出信貸調查（如有））。客戶明白從本行獲得之《華僑銀行 (香港) 有限公司 - 關於個人資料（私隱）條例 (「條例」)的客戶及其他個別人士通知》之內容，並確認收妥該通知書。在本部份的文意中，「銀行集團公司」指銀行的任何直接或間接控股公司、銀行或任何上述控股公司的任何直接或間接附屬公司、或其任何關連公司（即股權由任何上述公司持有的公司），並包括每家公司的繼承人和受讓人。「附屬公司」及「控股公司」指《公司條例》（第622章）賦予的相同涵義。
7. 客戶授權本行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）與本行現時持有之客戶的個人資料記錄（如有）有所不同，客戶同意及授權本行更新客戶現時於本行的任何個人資料記錄，而有關更新將即時生效。為免存疑，本行並沒有義務行使此項下的授權權利。
9. 客戶同意本行在有需要時可將還款提示以短訊或即時信息應用程式或電郵或以其他電子通訊方式發放予客戶。客戶明白若不欲收取本行的產品宣傳，可以書面通知本行的資料保護主任，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核，本行可保留客戶的個人資料，用作維持客戶的信貸紀錄，作為本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行之要求而提供之個人資料或因客戶與本行之間所作交易而本行收集到的資料，本行可透露或使用及保留予任何機構或任何收數公司、信貸資料服務機構或為本行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／公司追收客戶於本行之任何債項。
12. 客戶明白本行會考慮信貸資料服務機構之信貸報告，並授權本行在其認為適當之情況下，可一次或多次使用客戶之資料作信貸查閱及／或檢討。假如客戶有意索取有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。客戶知悉可以書面形式向本行之資料保護主任索取及更改客戶之資料（香港皇后大道中161號）／電郵: enquiry_hk@ocbc.com。
13. 客戶同意及明白如客戶未能在貸款申請獲批核後30天內以書面形式接納本行之貸款，是次貸款申請可被取消。
14. 客戶知悉有權就本行向信貸資料服務機構提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），於全數清還欠賬後結束賬戶時，指示本行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（即緊接本行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））。
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賬（因破產令導致撇賬除外），否則客戶的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
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賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，客戶的賬戶還款資料會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構客戶已獲解除破產令後保留多五年（以較早出現的情況為準）。客戶承諾倘若客戶通知信貸資料服務機構客戶的破產令已被解除，客戶將同時通知本行。
17. 為避免客戶與本行日後有任何不必要爭拗及投訴及為維護雙方利益，客戶同意本行可記錄客戶跟本行職員及／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。
18. 客戶明白本行會以客戶於申請表／支賬授權書提供之資料及其他客戶嗣後可能提供給本行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有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（若獲本行批准）還款期間自行申請破產，客戶明白任何本段所述之資料如有任何方面不完整或不實，客戶或須負上刑事責任。
19. 客戶同意及明白申請表／支賬授權書及所有客戶或代客戶遞交之文件之影印本乃本行所擁有，不論客戶之貸款申請批准與否，均不獲發還，並同意本行有權拒絕客戶之申請而毋須透露任何理由。
20. 客戶明白本行保留要求客戶提供所需文件以外的其他文件的權利。
21. 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。
22. 根據《銀行營運守則》，若客戶在還款方面有任何困難，應儘快通知本行。
23. 客戶同意本行擁有隨時修訂此項貸款的息率及條款及細則之最終決定權。
24. 客戶授權本行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。
25. 客戶現承諾會迅速地提供本行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行不能評估於此申請之貸款或設立或繼續客戶於本行之賬戶或令本行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行採取上述行動而引致之任何責任，本行概不負責。
26. 客戶同意以自動轉賬形式從客戶於直接付款授權書中詳述之銀行戶口繳付還款，在未清還客戶欠本行之所有欠款或未獲得本行同意之前，客戶不得作任何更改自動轉賬形式。
27. 客戶授權本行直接從客戶之貸款確認書所述之還款賬戶中扣除每月還款額及申請表／貸款合約、本條款及細則及其他適用於貸款的條款及細則訂明之一切有關開支及費用，該有關開支及費用均以本行絕對酌情權認為適當之方法計算並可收取利息。
28. 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。
29. 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，或以本行的絕對酌情權不時確定及於生效前30天通知客戶之其他基準計算。
30. 每月還款額將用以本行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，本行具絕對的酌情權不時修訂及更改貸款利率及利息計算方法，且毋須事先向客戶發出通知或取得客戶之同意。
31. 客戶明白本行有權聘用外界代收欠款的公司及／或機構以追討客戶欠本行的任何或所有數額，而客戶同意本行可就上述用途披露有關客戶的所有個人及其他資料。就本行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），客戶需向本行支付及（在本行要求時）彌償。

32. 在本行未收妥無條件、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，任何客戶繳付給本行的一切款項都不能解除客戶對本行的債務或責任。本行毋須事先向客戶發出通知或取得客戶之同意並有絕對的酌情權就已收妥的還款，按下列次序或任何其認為合適之次序清還各項結欠：
    (i) 所有根據申請表 / 貸款合約、本條款及細則及其他適用於貸款的條款及細則客戶須繳付之法律、追收債務的費用及支出；
    (ii) 所有尚欠之貸款利息（過期利息除外）；
    (iii) 所有尚欠的每月還款額或（如本行已向客戶要求清還全數金額）貸款餘額；
    (iv) 根據申請表 / 貸款合約、本條款及細則及其他適用於貸款的條款及細則客戶所欠本行或應繳付之所有其他各類費用、收費及金額，包括但不限於逾期手續費用、過期利息、提早清還貸款費用及行政費用。
33. 申請表 / 貸款合約、貸款確認書、本條款及細則及其他適用於貸款的條款及細則內之一切條款、費用及限制均可隨時修訂。本行所作之修訂會給予30天之書面通知給客戶，該書面通知將郵寄至客戶存於本行最新記錄之通訊地址。該修訂以上述方式通知客戶隨即生效。
34. 於不損害本行任何其他權利的情況下，若客戶違反申請表 / 貸款合約 / 貸款確認書、本條款及細則及其他適用於貸款的條款及細則之任何條款，客戶同意本行有權作下列任何一項或多項決定：
    (i) 提高或更改利率至本行認為合理之水平；
    (ii) 提高每月還款額並縮短還款期；
    (iii) 額外收取總欠款之2%作為重新安排手續費；及 / 或
    (iv) 要求客戶立即清還所有欠款及利息。
35. 客戶可參閱還款預計表以了解貸款之本金還款及利息還款的分攤。
36. (i) 在附加於及不損害法律、衡平法、本條款及細則、貸款合約或本行與客戶訂立之任何其他協議可能賦予本行之任何其他抵押或一般留置權、抵銷權或類似權利的情況下，本行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，而本行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行履行或償付的責任或債務，按本行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行或與本行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) 本行應付或尚欠客戶任何貨幣之任何其他款項；及
        (c) 本行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行履行或償付的責任及債務（不論實際的、未來的或是或有的）。

        在本條文36中，如任何戶口可根據任何透支安排被提款（即使戶口已被透支，但所透支金額依然少於透支安排的最高限額），則該戶口須被當作有結餘處理，而上述結餘之金額，將等於透支安排依然可提供的金額。此外，在客戶之任何債務仍屬或有或未來性質，本行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，本行可行使本條文36規定之權利，將該聯名戶口中之任何信貸結餘用於清償該聯名戶口一名或以上持有人欠付予本行之任何債項。
    (iii) 本行特此獲授權進行其認為行使任何抵銷權利所需之任何貨幣匯兌，而該等匯兌費用須由客戶承擔，並成為本條文36下本行抵銷權利之一部分。
    (iv) 本行亦有權出售基於保管或任何理由而本行得以管有或控制的客戶財產，不論是否在本行業務過程中作為抵押，構成本行的留置權，清償客戶所欠本行的任何債務。
    (v) 客戶同意及確認本行根據本條文36有權扣減、抵銷、撥用及運用以作償還或清償客戶須向本行履行或償付的責任及債務包括（a）任何喪失時效的責任及債務（不論是否基於時效條例）及（b）因任何理由而變得不可強制執行的任何其他責任及債務。
37. 儘管申請表 / 貸款合約 / 貸款確認書 / 本條款及細則或本行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，客戶可被本行要求隨時立即全數清還欠款之總數、利息、逾期費用、過期利息、提早清還貸款費用，以及所有申請表 / 貸款合約 / 貸款確認書、本條款及細則及其他適用於貸款的條款及細則所要求繳付之欠款或其他費用。於不損害上述的情形下，如發生以下任何一種情況，客戶應立即繳付上述所有款項：
    (i) 客戶若未能於任何一期到期日繳付應交款項之全數；
    (ii) 客戶申請破產或被申請破產；
    (iii) 客戶已提供或以後提供之任何資料在重要方面上屬於或被證實為不真實、不正確或誤導，包括但不限於申請表上之資料；或
    (iv) 本行認為發生了某種情況可能嚴重及不利地影響客戶履行申請表 / 貸款合約 / 貸款確認書、本條款及細則及其他適用於貸款的條款及細則的能力。
38. 客戶現承諾會按要求彌償本行直接或間接因或就本申請及 / 或本行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行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）乃純粹因本行或其僱員或代理人蓄意行為不當或疏忽所引致的 ，則屬例外。
39. 客戶同意本行有絕對酌情權可向擔保人（如有的話）提供下列文件之副本：
    (i) 跟客戶簽訂之有關貸款文件或摘要，以示擔保人所擔保之責任；
    (ii) 向客戶發出有關逾期未繳款項之正式要求付款通知書；
    (iii) 最新客戶之賬戶結單；及
    (iv) 由本行送交客戶之其他文件。

    客戶同意本行可提供有關客戶之信貸及財務狀況予第三者而毋須事先諮詢客戶，亦毋須取得客戶同意。
40. 所有上述產品及服務均受有關開戶文件、貸款文件的條款及細則及所有其他分別對其適用的條款及細則所規限。
41. 制裁
    (1) 在第41條中：

    「聯屬公司」(Affiliate)就任何人士而言指該人士的附屬公司或控股公司，又或該控股公司的任何其他附屬公司。

    「反貪腐法」(Anti-Corruption Laws)指英國的《2010年反賄賂法》、美國 《1977年海外反腐敗法》，以及由香港、新加坡、美國或任何其他司法管轄區頒布、實施或強制執行的任何類似法例、規則或規例。

    「反洗黑錢法」(Anti-Money Laundering Laws)指香港、新加坡及客戶和客戶公司集團任何成員進行或經營業務的各個司法管轄區之適用財務記錄保存及匯報規定，以及洗黑錢法規或條例、當中的規則及規例，以及由任何政府機關或由任何法院或政府機關進行之訴訟而頒布、實施或強制執行的任何相關或類似的規則、規例或指引。

    「受控制」(controlled)指一個人（直接或間接，不論以股本、投票權、合約或其他方式）有權委任及 / 或罷免另一人的大部分管治成員，或以其他方式控制或有權控制該其他人士的事務及政策，而該其他人士則被視為受首位提述的人士「控制」。

    「政府機關」(Government Agency)指任何政府或政府機關，或公共、法定、半政府或司法實體、機構或當局（包括（但不限於）根據任何法律或規例設立的任何證券交易所或自我規管組織）。

    「控股公司」(Holding Company)就公司或法人而言，指其作為附屬公司所屬的任何其他公司或法人，包括最終控股公司。

    「持有大多數股權」(majority owned)指以實益或合法方式法律上持有該人士超過50%的已發行股本（或等價物）或投票權（不包括已發行股本（或等價物）中無權參與超過特定數額的利潤或股本分派的任何部分）。

    「受限制人士」(Restricted Person)指在任何時候：
    (i) 制裁當局設立的任何相關指定人士制裁名單所載的任何人士；或
    (ii) 在受制裁國家經營、組織、居住、成立、註冊或合法居住的任何人士；或
    (iii) 由上述第(i)或(ii)項所述人士控制或持有大多數股權的任何人士。

    「受制裁國家」(Sanctioned Country)在任何時候指作為受到任何全面、全國或全地域制裁的對象或目標之國家或領土，包括（但不限於）北韓、伊朗、敘利亞、古巴及烏克蘭的克里米亞地區

    「制裁」(Sanctions)指由以下各方不時頒布、實行、實施或強制執行的任何貿易、經濟或金融制裁、禁運或限制性措施，或相關法例或規例：
    (i) 美國政府，包括由美國財政部外國資產控制辦公室或美國國務院管理的組織；
    (ii) 聯合國安全理事會；
    (iii) 歐盟及任何歐盟成員國；
    (iv) 英國；
    (v) 新加坡金融管理局；
    (vi) 香港金融管理局；或
    (vii) 任何其他相關政府機關（為免生疑問，包括對(a)客戶及 / 或本行具司法管轄權的政府機關（不論基於其註冊成立的司法管轄權，或其貿易、業務或其他經營活動所在的司法管轄區）或(b)本申請表/貸款合約/貸款確認書、本條款及細則及其他適用於貸款的條款及細則擬定的交易），

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

關於是否選擇提前還款，可以參考本行網頁之「常見問題」（個人理財 >貸款 > 查看所有貸款 > 私人貸款 >「即供免息」稅務貸款計劃 / 稅務貸款計劃 - 私人貸款 / 私人貸款 / 結餘轉戶私人貸款 / 裝修貸款 > 了解更多 > 常見問題）。

If you would like to have an English version of this Loan Terms and Conditions, please contact our Customer Service Officer.

華僑銀行 (香港) 有限公司
OCBC Bank (Hong Kong) Limited

OCBC Bank (Hong Kong) Limited ("the Bank") Loan Terms and Conditions

(Applicable to General Personal Loan, Balance Transfer Personal Loan, Professional Loan, Decoration Loan, "60-Day Interest-Free Payment Holiday" Personal Loan, Education Loan, and Tax Loan) (Effective from 1 April 2024)

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

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

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

B. "60-Day Interest-Free Payment Holiday" Personal Loan

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

C. Education Loan

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

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

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

E. Common Terms and Conditions Applicable to All Products

1. Each Loan is granted on the basis that the Customer warrants that: the Customer, or any of its directors, partners, managers or agents, or any of its guarantors is not, for the purpose of Hong Kong laws and relevant regulations, a Relevant Person or a Relative of a Relevant Person of the Bank (or its holding company, any of its subsidiaries and affiliates). The Customer undertakes to notify the Bank immediately if, after the granting of any such Loan, the foregoing warranty ceases to be accurate or becomes untrue.

   In this Clause 1:

   "Relative" means (a) a parent; (b) a step-parent or adoptive parent; (c) the spouse; (d) the other party to a union of concubinage; (e) a cohabitee; (f) a parent, step-parent or adoptive parent of a spouse; or (g) a son, step-son, adopted son, daughter, step-daughter or adopted daughter.

   "Relevant Person" means a director, employee or controller (i.e. either alone or together with any associate controlling 10% or more of the issued shares).
2. Customer hereby agrees that if the Bank has approved the Loan and if the approved loan amount of the Loan has been credited to Customer's designated bank account (upon which the Loan shall be deemed to be accepted by Customer), the terms and conditions of the Loan shall apply.
3. Customer agrees and promises to comply with the terms and conditions of the Loan and all other applicable terms and conditions and to repay all loan amount, interest, handling fee, indemnity fee and all charges and expenses related to the Loan. In the event of default by Customer to repay as abovementioned, the Bank reserves all its right to claim against Customer.
4. Customer confirms that the information and documents provided are true and correct and authorizes the Bank to communicate and to exchange such information with whatever sources the Bank may consider appropriate for the purpose of verifying the same.
5. Should there be any cash coupon/prepaid card/gift loss (including but not limited to delivery loss), stolen or destroyed, the Bank will not reissue the cash coupon/prepaid card/gift and will not bear any responsibility, nor be liable for any compensation. The Bank 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 Bank is not liable for any related responsibilities and duties of the cash coupon/prepaid card/gift and will not make any kind of guarantees and warranties regarding the cash coupon/prepaid card/gift (express or otherwise). Should there be any dispute or complaint or claim (if any) with regard to the coupon/prepaid card/gift, Customers should make such demand or claim directly with the supplier. All cash coupons/prepaid card/gift cannot be exchanged into cash or other discount and are subject to the terms and conditions of the supplier.
6. Customer acknowledges and agrees that all personal data relating to the Customer (the "Data") may be used by the Bank and any Bank Group Company for such purposes and disclosed to such persons in accordance with (i)"OCBC Bank (Hong Kong) Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" or (ii) the prescribed consent given by Customer from time to time. Customer also agrees that the Bank and any Bank Group Company may transfer the Data outside the Hong Kong Special Administrative Region, use the Data and such other personal data and information relating to Customer to conduct matching procedures (as defined in the Ordinance) and for internal credit risk management and better group-wide account serving, and any purposes relating thereto and to provide banker's or credit references in respect of Customer (if any). Customer agrees that the Bank and any Bank Group Company may from time to time collect data relating to Customer from third parties, including third party service providers with whom Customer interacts in connection with the marketing of the Bank's and any Bank Group Company's products and services and in connection with Customer's application for the Bank's and any Bank Group Company's products and services (including but not limited to the credit review report(s) from credit reference agency(ies) (if any)). Customer understands the contents of "OCBC Bank (Hong Kong) Limited – Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" obtained from staff of the Bank. In the context of this Part, "Bank Group Company" means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company's successors and assigns. "Subsidiary" and "holding company" bear the same meanings given to them under the Companies Ordinance (Cap.622).
7. Customer hereby authorizes the Bank may from time to time disclose his/her personal data and information relating to his/her account(s) to any Bank Group Company for internal credit risk management and better group-wide account serving purposes, and any purposes relating thereto.
8. If any of Customer's personal data and information as provided in the application form (including but not limited to personal information, employment information and spouse information) is different from his/her personal data and information record(s) which is currently held by the Bank (if any), Customer hereby agrees and authorizes the Bank to update any of his/her personal data and information record(s) which is held by the Bank with immediate effect. For the avoidance of doubt, the Bank is not obliged to exercise the power of authorisation stipulated in this provision.
9. Customer agrees that the Bank 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 Bank, he/she can write to the Data Protection Officer of the Bank at OCBC Centre, 161 Queen's Road Central, Hong Kong stating his/her name and account number. No fee will be charged.
10. Customer acknowledges and agrees that, even if the application is subsequently rejected by the Bank, the Bank 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 the Bank or any Bank Group Company.
11. Customer hereby acknowledges and agrees that any information with respect to Customer which is provided by Customer at the request of the Bank or collected in the course of dealings between Customer and the Bank may be disclosed to, or used and retained by, any other institution or any debt collection agency(ies), credit reference agency(ies) or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect any debts owed to the Bank.
12. Customer understands the Bank will consider credit report(s) from credit reference agency(ies) and authorizes the Bank from time to time to access his/her data with relevant credit reference agency(ies) for once or multiple times for the purposes of credit checking and/or credit review when deemed necessary. If Customer wishes to access the credit report(s), Customer may contact the Bank and the Bank will advise the contact details of the relevant credit reference agency(ies). Customer acknowledges that he/she is entitled at any time to request access to his/her information held by the Bank and to update and correct such information by writing to the Data Protection Officer, 161 Queen's Road Central, Hong Kong or via email: enquiry_hk@ocbc.com
13. Customer agrees and understands that the application may be cancelled should he/she fail to accept the Loan in writing to the Bank within 30 days from the approval date of the application.
14. Customer acknowledges that Customer has the right, in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to credit reference agency(ies), to instruct the Bank upon termination of his/her account with the Bank by full repayment to make a request to credit reference agency(ies) to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the said account have a default of payment lasting in excess of 60 days within 5 years immediately before the termination of the said account. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to credit reference agency(ies)), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
15. Customer acknowledges that in the event of any default of payment relating to his/her account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, his/her account repayment data may be retained by credit reference agency(ies) until the expiry of five years from the date of final settlement of the amount in default.
16. Customer acknowledges that in the event any amount in his/her account is written-off due to a bankruptcy order being made against him/her, his/her account repayment data may be retained by credit reference agency(ies), regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by him/her with evidence to the credit reference agency(ies), whichever is earlier. Customer undertakes that if Customer notifies such credit reference agency(ies) of his/her discharge from a bankruptcy, Customer shall also notify the Bank simultaneously.
17. To avoid any unnecessary conflict(s) and complaint(s) which may arise between Customer and the Bank, and to protect the parties' respective interests, Customer agrees that the Bank may record and retain the records of his/her conversation(s) with the staff of the Bank and/or agents of the Bank (including taping telephone conversation(s) and retaining those records) and such records shall as against Customer be conclusive evidence of the content of the conversation(s) so recorded.
18. Customer understands that the Bank will rely on the information on the application form ("Form")/the loan drawdown authorization provided by Customer and such other data and information of whatsoever nature as Customer may subsequently provide to the Bank from time to time and the terms and conditions herein contained as the principal basis on which it is to make decision as to whether to grant the Loan or not, whether to grant the whole of Loan or a part thereof and under what further conditions should such grant be made. Customer declares that he/she has not concealed any liability he/she has or may have incurred. Customer also declares that he/she has not filed any debtor's bankruptcy petition against himself/herself and no bankruptcy petition/order has been filed or granted against him/her. Customer further declares that he/she has no intention whatsoever to file any petition for bankruptcy against himself/herself during the term of the Loan (if approved by the Bank). Customer further understands that if he/she fails to make full disclosure of his/her existing liability(ies) or if any information mentioned in this paragraph is, in any aspect, incomplete or inaccurate, he/she may commit criminal offence.
19. Customer agrees and understands that, whether the application herein is to be approved or not, copies of documents supplied by or for him/her, including the Form/the loan drawdown authorization, remain the property of the Bank. Customer also agrees that the Bank shall have the right to decline his/her application without giving any reason.
20. Customer understands that the Bank reserves the right to request additional supporting documents other than those specified on the Form at any time.
21. Customer hereby confirms that the Loan is not for the acquisition of securities listed on any stock exchange nor the continued holding of those securities.
22. Under the Code of Banking Practice, Customer should inform the Bank as soon as possible of any difficulty in repaying the Loan.
23. Customer agrees that the Bank shall have the absolute right to amend at any time the interest rate and the terms and conditions of the Loan.
24. Customer authorizes the Bank 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 Bank may consider appropriate for the purpose of verification.
25. Customer hereby undertakes to promptly provide such further data and information as the Bank may request from time to time and Customer acknowledges that failure to provide any such data or information may result in the Bank being unable to assess the Loan applied herein or establish or continue Customer's account with the Bank or result in the Bank taking action which may adversely affect Customer's interest e.g. cancel the Loan (if approved), and that the Bank shall accept no liability, directly or indirectly, arising out of or in connection with such inability or action.
26. Customer's monthly instalments shall be directly debited from Customer's designated bank account ("the Repayment Account") as specified on the Direct Debit Authorization and unless prior consent is obtained from the Bank, Customer agrees not to change or cancel the direct debit arrangement in the Repayment Account.
27. Customer irrevocably authorizes the Bank to debit the Repayment Account in respect of the monthly instalments, charges, fees, expenses or other liabilities mentioned in the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan. Interest shall be charged on late payment of the said charges, fees, expenses or other liabilities and shall be calculated at such rate or in such amount as the Bank may at its absolute discretion determine.
28. Customer hereby agrees that if his/her Repayment Account is cancelled, he/she will provide another appropriate bank account as substitute.

29. Customer understands and agrees that the interest of the Loan shall accrue from day to day and be computed on the basis of a year of 365 days or such other basis as the Bank may in its absolute discretion from time to time determine and by 30 days' notice notify him/her.

30. The monthly instalments shall be apportioned between the principal, interest, charge and any other expenses in any such manner as the Bank thinks fit. Customer agrees that the Bank shall have the absolute right to amend and revise the interest rate and the calculation method of interest in respect of the Loan from time to time without prior notice to or consent by Customer notwithstanding any other provisions to the contrary contained in the Form/the Note or in any other document.

31. The Bank shall be entitled to employ outside debt collection agency(ies) and/or institution to collect any or all sums due but unpaid by Customer. Customer consents to the Bank'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 Bank and shall indemnify the Bank on demand for all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such debt collection agency(ies) and/or institution and all legal costs and expenses reasonably incurred by the Bank in recovery thereof, if any.

32. No payment made by Customer to the Bank shall discharge his/her liabilities or obligations to the Bank, until the Bank shall have received unconditional and irrevocable payment in full in Hong Kong dollars without any set off, claim, condition, restriction or withholding whatsoever. The Bank may apply payments so received in any order it thinks fit at its absolute discretion without prior notice or consent from Customer and should it consider appropriate (without being obliged to) in the following order in or towards payment of:

    (i) all legal, debt collection fees, costs and expenses payable by Customer under the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan;

    (ii) all accrued interests (excluding overdue interest) of the Loan;

    (iii) all outstanding monthly instalments or (where demand for full repayment has been made by the Bank) balance of the Loan;

    (iv) all other fees, charges, and amounts owed or required to be paid by Customer under the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan, including but not limited to surcharge, overdue interest, early repayment fee and administrative charges.

33. Fees and charges and terms and conditions of the Form/the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan may be altered from time to time by the Bank and the Bank shall notify Customer with 30 days of any alteration by means of written notice mailed to Customer's last address notified to the Bank from time to time.

34. Without prejudice and in addition to any other rights of the Bank, the Bank shall be entitled to do all or any of the following when Customer is in breach, or the Bank has reasonable ground to believe that Customer is about to breach the terms and conditions of the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan:

    (i) to increase or vary the interest rate which the Bank thinks fit;

    (ii) to increase the monthly instalment amount and shorten the repayment terms;

    (iii) to charge 2% of the outstanding balance of the Loan as a service fee; and/or

    (iv) to demand immediate full repayment of the Loan, interests and all other money outstanding.

35. Customer can refer to Repayment Schedule for the apportionment of principal repayment and interest repayment.

36. (i) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under the terms and conditions herein contained, the Note or any other agreement between the Customer and the Bank, the Bank shall have a lien on all of the Customer's property which may now or hereafter be in the Bank's possession whether for safekeeping or otherwise, and the Bank 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 Bank as the Bank at its absolute discretion decides:

    (a) any credit balance on any of Customer's account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) or of any other person with the Bank or any other company related to or associated with the Bank to which Customer may be beneficially entitled, and

    (b) any other sum due or owing by the Bank to Customer in whatever currency(ies), and

    (c) any credit balance on any account opened by the Bank in its name on behalf of Customer with any other financial institutions in the Hong Kong Special Administrative Region or elsewhere,

    against or on account of Customer's obligations and liabilities to the Bank whether actual, future or contingent.

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

    (ii) In case of a joint account, the Bank may exercise the right in this Clause 36 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.

    (iii) The Bank is authorized to carry out any currency conversion as the Bank 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 Bank's right of set-off under this Clause 36.

    (iv) The Bank shall also have the power to sell Customer's property coming into the possession or control of the Bank for custody or for any reason and whether or not in the ordinary course of business of the Bank as security, constituting the lien of the Bank, to satisfy any obligation owed by Customer to the Bank.

    (v) Customer agrees and acknowledges that his/her obligations and liabilities to the Bank against which the Bank is entitled to retain, set-off, appropriate and apply pursuant to this Clause 36 shall include (a) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (b) any other obligations and liabilities which for any reason(s) are unenforceable.

37. Notwithstanding the Form/the Note/Loan Confirmation Letter/the terms and conditions herein contained or in any other agreement between the Bank and Customer, Customer shall on demand by the Bank at any time immediately pay the outstanding principal of the Loan, accrued interest, overdue interests, early repayment fee and all other amounts owed or required to be paid under the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan. Without prejudice to the generality of the foregoing, Customer shall immediately pay all the aforesaid amounts if any one of the following events occurs:

    (i) if Customer defaults in payment on the due date of any of the monthly instalments;

    (ii) if a bankruptcy petition is filed by or against Customer;

    (iii) any information provided or to be hereafter provided by Customer, including but not limited to that in the Form, is or proves to have been untrue, inaccurate or misleading in any material respect; or

    (iv) any situation occurs which in the opinion of the Bank may materially and adversely affect his/her ability to perform the obligations under the Form/the Note/Loan Confirmation Letter, the terms and conditions contained herein and other terms and conditions applicable to the Loan.

38. Customer hereby undertakes to indemnify on demand the Bank against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature that it may incur or suffer, directly or indirectly, arising out of or in connection with the application and/or its reliance on any information provided by Customer therein or subsequently, from time to time, supplied by Customer except to the extent that the same is solely caused by the wilful misconduct of the Bank or its employees or agents.

39. Customer agrees that the Bank may, at its absolute discretion, release copies of the following documents to the guarantor(s) (if any):

    (i) relevant Loan document(s) with Customer and/or extract(s) thereof which show(s) the extent of liability guaranteed by the guarantor(s);

    (ii) formal demand for any overdue payment(s) issued to Customer by the Bank;

    (iii) most updated monthly statement(s) of account; and

    (iv) other documents provided by the Bank to Customer from time to time.

    Customer agrees that the Bank 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 Bank considers appropriate without prior consultation with him/her and without any consent from him/her.

40. All products and services mentioned above are subject to the terms and conditions of the relevant account opening documentation, loan offering documentation and all other terms and conditions applicable to them respectively.

41. Sanctions

    (1) In this Clause 41 :

    "Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.

    "Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Hong Kong, Singapore, the United States of America, or any other jurisdiction.

    "Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes or ordinances in Hong Kong, Singapore and each jurisdiction in which Customer and any member of the Customer's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency.

    "controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.

    "Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation).

    "Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, and include an ultimate holding company.

    "majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

    "Restricted Person" means, at any time:

    (i) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or

    (ii) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or

    (iii) any person controlled or majority owned by a person described in (i) or (ii) above.

    "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine.

    "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

    (i) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;

    (ii) the United Nations Security Council;

    (iii) the European Union and any European Union member state;

    (iv) the United Kingdom;

    (v) the Monetary Authority of Singapore;

    (vi) the Hong Kong Monetary Authority; or

    (vii) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (a) Customer and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (b) transaction(s) contemplated by the Form/Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan),

    (each, a "Sanctions Authority").

    (2) Customer hereby further warrants, represents and undertakes to the Bank the following terms:

    (a) Neither Customer, nor any of the security providers, nor any of the Customer's Affiliates is a Restricted Person.

    (b) None of the proceeds of any Loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.

    (c) No proceeds of any Loan shall be used to finance the purchase or transfer of any military goods or equipment.

    (d) Customer has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 41(2).

    (e) Customer and his/her Affiliates and each of the security providers (if any) are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions.

    (f) Customer shall not, whether directly or indirectly, repay any Loan with funds or assets that:

    (i) constitute property of, or will be beneficially owned by, any Restricted Person; or

    (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto.

    (g) Customer will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against him/her or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to him/her.

    (h) Customer shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions.

    (i) Customer shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Loan or the products and services of the Loan:

    (i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

    (ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or

    (iii) in any other manner which could result in Customer or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.

    (j) Customer shall (and he/she shall ensure that each of his/her Affiliates will) conduct his/her business in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti Money-Laundering Laws.

    (3) All the representations, warranties and undertakings in Clause 41(2) are deemed to be made by Customer by reference to the facts then exiting during the period where the Loan or any part thereof remains outstanding.

42. The Form and the terms and conditions herein contained shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and Customer submits to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region.

43. If Customer consists of more than one person, the liabilities and obligations of each of Customer under the Form, the Note, the terms and conditions herein contained and other terms and conditions applicable to the Loan are joint and several.

44. In construing the Form/the Note/Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting the masculine shall include the feminine or neuter and vice versa. If there is any inconsistency between the English version and Chinese version of the Form/the Note/the Loan Confirmation Letter, the terms and conditions herein contained and other terms and conditions applicable to the Loan, the English version shall prevail.

45. Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

Notes: To consider whether to make early repayment, please refer to "FAQ" of the Bank's website (Personal Banking> Loans> See all Loans> Personal> "Interest-free" Tax Loan/ Personal Loan Under Tax Loan Program/ Personal Loan/ Balance Transfer Personal Loan/ Decoration Loan> Explore more> FAQ).