

FUBON BANK
FIXED TERM PERSONAL LOAN TERMS AND CONDITIONS

Fubon Bank (Hong Kong) Limited (the "Bank") shall upon your successful application extend to you as borrower a personal loan identified as "Tax Loan" or any other loan/facility of such nature and for such purpose as the Bank may specify from time to time (the "Loan" and which shall mean for the purposes herein the outstanding due thereon from time to time) subject to and upon the Loan application form (the "Application"), the Bank's loan confirmation letter (the "Confirmation Letter") and these Terms and Conditions, constituting the entire agreement, by which you, by drawing the Loan thereafter, shall be deemed to have accepted and agreed to be bound.

1. Monthly Repayment and Monthly Statement

1.1 The Bank is hereby irrevocably authorized to debit your designated repayment bank account (the "Repayment Account") as specified in the Application with each monthly instalment amount (the "Instalment Amount") and all other payable sums as required hereunder through autopay services commencing on such monthly instalment due dates or monthly payment due dates (as the case may be) (the "Due Date") as specified in the Confirmation Letter. If a monthly statement is sent by the Bank to you, the Due Date, which is determined by the Bank as from time to time at its sole discretion, will be printed on the statement. If a monthly statement is not sent, for those customers who maintain a loan settlement account with the Bank and have the Due Date falling on Sunday or a Hong Kong public holiday, the following business day will become the Due Date whereas for those customers who maintain a loan settlement account with another bank and have the Due Date falling on Saturday, Sunday or a Hong Kong public holiday, the following business day will become the Due Date. No further receipt will be issued after the debit transfer has been effected.

1.2 The Bank may provide you with a statement on a monthly basis or at other intervals which the Bank may at its absolute discretion determine from time to time (as the case may be). The statement details the Instalment Amount which is payable by you to the Bank and all applicable fees, charges and other sums payable by you hereunder on or before the Due Date. The statement also lists out the debit transfer arrangement under Clause 1.1 and the other transaction details.

1.3 If the debit transfer arrangement under Clause 1.1 fails to be set up or the transfer fails to be effected for insufficiency of funds in the Repayment Account or for other reasons, you shall arrange to settle the Instalment Amount by way of cash or cheque at any branch of the Bank or via other payment methods on or before the Due Date.

2. Repayment Account Fund Insufficiency

You represent and warrant that you shall always maintain sufficient funds in the Repayment Account for payment of Instalment Amount on or before each Due Date. Should there be insufficient funds in the Repayment Account for the debit transfer on a Due Date, the Bank shall be entitled, at its sole discretion, not to effect such transfer in which event the Bank may levy upon you a rejected autopay charge set out in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be) or other related service charges.

3. Interest Rate, Fees and Charges

3.1 Subject to Clause 3.2, the interest rate and rates of all other fees and charges on and in respect of the Loan shall be specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be). In the event of your failure to make any Instalment Amount on the Due Date or any other sums as required hereunder, a Finance Charge, Late Charge, Overdue Fee, and any other related fees and charges whichever is applicable as specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be) will be imposed.

3.2 Without limiting the generality of any other terms and conditions herein and subject to Clause 12, interest, fees, charges and other sums payable by you hereunder or otherwise in respect of the Loan shall be determined, and may be varied from time to time, by the Bank at its sole discretion.

4. Early Repayment

4.1 Early repayment of the Loan is permissible upon ten (10) business days'

prior written notice thereof having been received by the Bank provided that you shall pay the Bank (a) all the outstanding due under the Loan (including principal and interest, and in respect of the accrued interest this shall be calculated for the period up to the next Due Date or before); and (b) an Early Repayment Charge or other related fees and charges whichever is applicable as specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be). Any early repayment, subject to the foregoing, shall only be effected normally on or before the next Due Date after the receipt of the said notice by the Bank.

4.2 No partial repayment of the Loan is allowed without the Bank's prior written consent and subject to such conditions as the Bank may in its sole discretion determine.

5. Payment of Loan Proceeds

5.1 The proceeds of the Loan may be credited to your designated bank account or be paid by way of Cashier's Order(s) made payable to the merchant(s) or institution(s) (including The Government of the HKSAR) whose corporate name and payment details are set out in the Application. You undertake to inform the Bank immediately of any change in such details, failing which the Bank shall have no liability whatsoever if it proceeds with the payment.

5.2 The Bank shall not in any way be responsible for or be held liable in respect of any matter arising from or otherwise in connection with the purchase (and usage) of any product or service by you using the Loan. The Bank also gives no warranty or makes no representation as to the quality and merchantability of the products or services so purchased and used. The foregoing shall be the full responsibility of the relevant merchant(s) or institution(s) and all enquiries or complaints shall be directed to the relevant merchant(s) or institution(s).

6. Termination

6.1 The Bank may at any time forthwith terminate the Loan upon giving you reasonable prior notice or without prior notice if you fail to comply with any provisions of these Terms and Conditions or in breach of any applicable laws or regulations. Upon such termination, you shall repay immediately on demand to the Bank all the outstanding (including principal and interest) under the Loan together with all applicable fees, charges and other sums payable by you hereunder.

6.2 You are not entitled to terminate the Loan or the debit transfer arrangement as specified in the Clause 1.1 without the Bank's prior written consent, otherwise it shall be treated as a request of an early repayment under Clause 4 and Clause 4 shall apply accordingly.

7. Joint and Several Liabilities

Where the Loan application is made in joint names, these Terms and Conditions shall apply, mutatis mutandis, to each of you jointly and severally and your liabilities and obligations to the Bank hereunder in respect of the Loan shall be joint and several. A notification to any of you shall be considered as notification to you jointly.

8. Set Off

The Bank may at any time, without prior notice, combine or consolidate any outstanding principal and/or interest on the Loan with any other accounts (including fixed deposit accounts) whether in Hong Kong dollar, foreign currency or otherwise, which you maintain with the Bank and may set-off or transfer any money standing to the credit of your such other accounts in or towards satisfaction of your liability to the Bank in respect of the Loan.

9. Personal Data and Consumer Credit Data

9.1 You agree to be bound by the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data prevailing from time to time.

9.2 When the Bank considers the application for the Loan from you, the Bank may access and consider a credit report on you from a CRA in its credit decision process.

9.3 Where the Bank has provided the Loan which is subject to review from time to time in relation to an increase in the Loan amount, the curtailing of Loan amount (including the cancellation of Loan amount or a decrease in the Loan amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the Loan account the Bank will access and make use of a credit report from a CRA.

10. Enforcement

10.1 The Bank shall be entitled to employ outside debt collecting agencies, solicitor firms and/or any other institutions to collect any charges, fees and all outstanding sums due or payable hereunder or when you fail to comply with any provisions of these Terms and Conditions. The Bank may and is hereby irrevocably authorised by you to disclose to such debt collection agency or solicitor firms (collectively "DCA") and/or institutions any or all information (including Personal Data) available in relation to you and the Loan. You shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such DCA and/or institutions.

10.2 If the Bank shall have incurred any legal fees or other expenses for the purpose of demanding, collecting and/or suing to recover any sum payable hereunder from you and/or for other remedies resulting from the breach or non compliance of any of these Terms and Conditions, you shall fully reimburse the Bank for all such legal fees (on a solicitor and own client indemnity basis) and other expenses incurred in that connection without any deduction whatsoever.

10.3 The Bank shall upon your written request provide you at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 10.1 and 10.2 upon your written request.

11. Representations and Warranties

11.1 You represent and warrant that:-

- (a) you have never been and will not be adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and
- (b) you have and will have no intention to petition for your own bankruptcy or for any similar order, or proposes to enter into with your creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere.

11.2 If any of the representation and warranty above or any information provided by you in respect of the Loan from time to time is or will become untrue or you have any difficulty in repaying the Instalment Loan or any other sums that you are payable under these Terms and Conditions, you undertake to inform the Bank immediately upon its occurrence.

12. Amendment

12.1 The Bank reserves the right at all times to amend or vary these Terms and Conditions, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be) and applicable fees and charges. If such amendment or variation affect any of the Charges and the obligations or liabilities of you, then such amendment or variation will become effective thirty (30) days after notification to you by such reasonable means the Bank deems fit. In the event that the amendment or variation affects any of the Charges and the obligations or liabilities of you and the changes is beyond the reasonable control of the Bank, less than thirty (30) days notice may be given.

12.2 You upon receipt of such notification have a right to refuse to accept the amendments or variations. In such event, either you or the Bank may cancel the Loan and terminate the Loan account subject to and without prejudice to each party's rights and obligations accrued and incurred prior to cancellation or termination.

13. Entire Agreement

The Application, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be), these Terms and Conditions and other Bank agreements or documents you may from time to time execute in respect of the Loan shall together constitute a binding contract.

14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

If there is any inconsistency or conflict between the English version and Chinese version, the English version shall prevail.

富邦銀行 定額私人貸款《條款及細則》

富邦銀行(香港)有限公司(下稱「本行」)將於閣下之申請獲成功批核後，根據貸款申請表格(「《申請表》」)、本行發出的貸款確認函(「《確認函》」)及本《條款及細則》(全部構成整體協議)提供予閣下作為借款人一項私人貸款(包括稅務貸款或其他本行不時指定相類似及特定目的之私人貸款產品)(下稱「貸款」及其就本文件內容意指不時到期的欠款)。當閣下提取該貸款後，則閣下將會被視為已接受及同意遵守《申請表》、《確認函》及本《條款及細則》。

1. 每月還款及月結單

- 1.1 閣下不可撤回已授權本行由本行向閣下發出之《確認函》中指定之每月還款日或每月到期繳款日(視乎情況而定)(「還款日」)起，按月從閣下《申請表》內所指定的還款銀行賬戶中(「還款賬戶」)以自動轉賬付款方式扣除指定數額之每月還款額(「分期還款額」)及根據本《條款及細則》其他閣下所須繳付的款項。若本行每月向閣下發出月結單，還款日將由本行不時自行決定，並以列印於月結單上之日期為準。若本行不發出月結單，而閣下之還款戶口設於本行，及有關還款日為星期日或香港公眾假期，該還款日將會順延至下一個營業日，若閣下之還款戶口並不設於本行，及有關還款日為星期六、日或香港公眾假期，還款日亦會順延至下一個營業日。扣款後，本行將不會另行發出收據。
- 1.2 本行或會每月或按其不時全權決定之期限向閣下發出結單(視乎情況而定)，該結單將列明在還款日或之前閣下應繳付予本行之分期還款額或根據本《條款及細則》閣下所須繳付之款項，結單亦會列明於第1.1條所述的自動轉賬付款交易或其他交易詳情。
- 1.3 若第1.1條所述的自動轉賬付款未能安排或因還款賬戶資金不足或其他原因未能成功還款，閣下須安排於還款日或之前於富邦銀行各分行以現金或支票或以其他付款方式清還分期還款額。

2. 還款賬戶資金不足

閣下聲明及保證閣下會確保於每一還款日或之前還款賬戶存有足夠資金支付分期還款額。若閣下之還款賬戶內資金不足以於還款日完成資金轉賬，本行可行使酌情權不進行該轉賬，並會向閣下收取於《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中所述的自動轉賬退回費用或其他有關行政費用。

3. 利息、收費及費用

- 3.1 受第3.2條所約束，該貸款之利率及其他收費及費用會列明於《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中。若閣下未能於還款日清還任何分期還款額或其他根據本《條款及細則》須繳付之款項，本行將向閣下收取根據《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中列明之財務費用、逾期費用、過期手續費及其他適用之收費及費用。
- 3.2 在不影響本《條款及細則》內條款之一般適用性的情況下及受制於第12條，本行有絕對酌情權決定及不時更改利息、收費、費用及其他閣下根據本《條款及細則》或有關該貸款文件中所須繳付之款項。

4. 提早償還貸款

- 4.1 提早償還該貸款必須於十(10)個工作天前以書面通知本行。閣下應付予本行(a)所有該貸款之到期欠款(包括本金及利息，而利息將計算至下一個還款日或以前)；及(b)根據《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中列明之提早償還費用及其他適用之收費及費用。受制於上述條款，任何提早還款要求一般情況下會於本行收到該通知後的下一個還款日或以前處理。
- 4.2 除非獲得本行事先書面同意及受本行按其獨有酌情權決定的條件所規限，否則本行並不接受任何該貸款之部份還款。

5. 貸款支付形式

- 5.1 貸款的款項將存入閣下指定銀行賬戶或以銀行本票形式發出，該本票之抬頭人將為有關商號或機構(包括香港特別行政區政府)，而有關商號或機構名稱及其付款資料已列明於《申請表》上；若該等資料有任何更改，閣下承諾立即通知本行。若閣下未有及時通知本行，本行毋需因如期支付該等貸款而引致的損失負責。
- 5.2 本行不會就任何閣下利用該貸款購買(及使用)之貨品或服務的任何事宜負上任何責任。本行亦不會保證及聲明該等貨品或服務具可商售品質。前述事宜全部均由有關商號或機構負責，以及閣下應就此直接向有關商號或機構查詢或投訴。

6. 終止

- 6.1 若閣下未能遵守本《條款及細則》內之任何條款或觸犯任何法例或法規，本行可隨時立刻終止該貸款而毋須另行通知；另本行亦可在事先給予閣下合理書面通知的情況下終止該貸款。若貸款被終止後，閣下須即時應本行要求清還所有該貸款之欠款(包括本金及利息)連同所有適用之收費、費用及其他根據本《條款及細則》閣下所須繳付之款項。
- 6.2 閣下不得在未有本行書面同意下自行終止該貸款或第1.1條所述的自動轉賬付款安排，否則該終止將被視為第4條所述的提早償還貸款要求，本行並會根據第4條所述的一切處理。

7. 共同及個別責任

假若該貸款是以聯名作出申請，本《條款及細則》均共同及個別地完全適用於每一位借款人，以及其有關該貸款之責任及義務均屬共同及個別性。任何已給予其中一位借款人的通知均會被視為已向所有借款人作出通知。

8. 抵免

本行可於毋須事先通知閣下之情況下隨時將該貸款之任何尚欠本金及/或利息與閣下於本行開設(包括但不限於港元、外幣或其他類別)之其他賬戶(包括定期儲蓄賬戶)合併；並可將該等賬戶之結餘以抵免或轉賬方式清還閣下就有關該貸款之欠款。

9. 個人資料及客戶信貸資料

- 9.1 閣下同意受本銀行不時發出的《致各客戶及其他個別人士關於個人資料(私隱)條例及個人信貸資料的通知》的約束。
- 9.2 當本行考慮閣下的貸款申請時，本行有權於審批過程中開啟及考慮資料庫所編制關於閣下的信貸報告。
- 9.3 當本行會不時就已提供的貸款額增加、限制(包括取消或降低貸款額)或進行債務重組覆檢閣下的貸款賬戶時，本行有權查閱及使用資料庫所編制的信貸報告，以便本行於貸款賬戶有效期內進行覆檢。

10. 追討行動

- 10.1 本行有權聘請收賬代理、律師行及/或機構為其收取有關該貸款到期但尚未支付的任何費用及所有根據本《條款及細則》應付但尚未清還的費用及款額。本行於此獲得閣下授予不可撤回的權力，可向該等收賬代理、律師行及/或機構透露有關閣下及該貸款之任何及所有資料(包括個人資料)。閣下將向本行賠償其就聘請該等收賬代理、律師行及/或機構而在合理情況下引致及需繳付的所有合理費用及開支。
- 10.2 倘若本行採取追收行動或提出法律訴訟向借閣下追討按本《條款及細則》應予支付的任何款額及/或由於閣下違反或不遵守按本《條款及細則》而應予支付之賠償或應予實行的其它法律補救方法而要支付任何法律費用(以律師及其客戶補償為基礎)及其它開支，閣下必須向本行全數清還所有該等法律費用以及其它與之有關的合理開支，並且不可從中作任何扣除。
- 10.3 本行會在收到閣下之書面要求後，向閣下提供就本《條款及細則》第10.1及10.2條所提及之所有費用及開支之詳細資料。

11. 聲明及保證

- 11.1 閣下聲明及保證：—

- (a) 閣下從未及將不會於香港或任何其他地方被宣告破產、或為任何破產案件或相類似的法律程序的申請者；及
- (b) 閣下現在及將來並無任何意圖於香港或任何其他地方申請破產令或相類似的命令，或向閣下的債權人作出任何個人自願安排或相類似的安排建議。

- 11.2 若任何上述聲明及保證或任何閣下不時就該貸款向本行提供的資料與事實不符或將出現變更或閣下就清還任何分期還款額或根據本《條款及細則》其他閣下須繳付的款項發生任何困難，閣下須立即知會本行。

12. 修改

- 12.1 本行保留隨時修訂本《條款及細則》、《確認函》、本行不時印發之《服務收費表》(視乎情況而定)及所有適用費用的權利。如任何修訂是涉及費用或閣下之責任時，該等修訂將在本行採用其認為適當而合理的方式向閣下發出通知起的三十日後便告生效。但如該等修訂是涉及費用或閣下根據本《條款及細則》之責任而又不是在本行的合理控制範圍之內，本行可以給予閣下少於三十日之通知。
- 12.2 閣下在收到該等通知後，有權拒絕接納有關修訂。若此情況發生，閣下或本行皆可取消該貸款及該貸款賬戶，但雙方在取消該貸款及該貸款賬戶前已產生的任何權利及責任則不受此影響。

13. 單一協議

《申請表格》、《確認函》、本行不時印發之《服務收費表》(視乎情況而定)、本《條款及細則》及其他有關貸款而閣下不時簽署的銀行文件均構成一份具約束力的合約。

14. 法律

本《條款及細則》受香港特別行政區法律管轄及按其加以詮釋。

如本《條款及細則》之中、英原文有任何歧異，概以英文原文為準。