

富邦銀行 循環貸款條款及細則

在閣下的申請獲成功批核後，本銀行將會向閣下作為借款人根據下列條款提供信貸及發出櫃員機貸款卡。閣下一經提交信貸申請，即會被視為已接納下列條款，並同意受其約束。

1. 定義及釋義

除非應上文下理所需，否則下列詞語在本條款內將具有下述意思：

- 「賬戶」指本銀行就借款人信貸以其名義開設的賬戶。
- 「貸款」指借款人不時從信貸中提取的款額。
- 「櫃員機」指自動櫃員機。
- 「櫃員機貸款卡」指本銀行為使借款人可以享用信貸而向其發出之自動櫃員機服務卡。
- 「本銀行」指富邦銀行（香港）有限公司。
- 「借款人」指任何獲發信貸人仕。
- 「營業日」指香港的銀行開門營業的日子。
- 「費用」指借款人按下文第 6 條所述之收費及費用，而該等費用亦會個別在服務收費表及／或確認函上列明。
- 「私隱守則」指根據私隱條例由個人資料私隱專員發出的《個人信貸實務守則》。
- 「生效日期」指下文第 4 條所指之日期。
- 「確認函」指本銀行確認其接納借款人之信貸申請所發出之函件，列明貸款的某些條款及細則。
- 「信貸」指由本銀行所提供的個人循環貸款，並泛指富邦現金卡、YesCash 現金卡、簡易你財循環貸款、CreditPlus 理財信貸、低息錢理財信貸或其他由本銀行所發出之不同名稱的產品。
- 「信貸額」指下文第 3 條所指之金額。
- 「銀通櫃員機」指在香港及以外地區設置並在銀聯通寶有限公司自動櫃員機網絡中可使用之自動櫃員機。
- 「服務收費表」指由本銀行就信貸及賬戶所制定並向借款人不時發出之服務收費一覽表（並構成爲本條款及細則不可分割之一部份）。而本銀行亦可不時對其作出修改。
- 「應付之最低金額」指於賬戶月結單內借款人須於到期繳款日或之前須清還的最低還款額。
- 「私隱條例」指個人資料（私隱）條例。
- 「到期繳款日」指由本銀行不時自行決定，並以列印於月結單之日期為準。
- 「個人密碼」指本銀行向借款人提供的個人身份密碼，以便其可以透過使用櫃員機貸款卡享用信貸。
- 「月結單」指本銀行每月向借款人發給之賬戶月結單，列明借款人在月結單上所列日期當天就其賬戶拖欠本銀行之款額及其它財務責任，並連同包括應付之最低金額及到期繳款日詳情在內的其它銀行不時認為合適之資料或通知。

2. 釋義

- 2.1 在本條款及細則內，如上文下理加以容許或有需要時，凡指某一性別的詞語將包括其他所有性別；而單數的詞語將包括複數，反之亦然。
- 2.2 本條款及細則以英文本為適用文本，中文本只屬翻譯文本。中英文本如有歧義，一切以英文本為準。
- 2.3 條款上方標題只為方便閱讀內容而加入，在解釋本條款時須不予理會。

3. 信貸額

信貸額為借款人可以從信貸內提取之最高貸款額（包括結欠額及所有費用），信貸額由本銀行全權決定，並會透過郵寄或遞送櫃員機貸款卡及／或確認函予借款人時通知借款人。本銀行可隨時在合理情況下事先以書面通知借款人更改信貸額。

4. 信貸生效日期

在本銀行向借款人提供信貸或發出櫃員機貸款卡之日起（以較早者為準）。

5. 提取貸款

自生效日期起，本銀行將授予借款人一項貸款或借款人不時親自到本銀行任何一間分行，憑藉借款人之櫃員機貸款卡及身份證明文件（香港身份證或護照）經核對證明其個人資料後，或利用個人密碼自本銀行之櫃員機或任何一部銀通櫃員機提取不超過信貸額之貸款。

6. 費用

6.1 財務費用

自生效日期起，借款人需繳付就每日結欠額自每次提取貸款當日起，依照服務收費表及／或確認函上列明之當時息率並按日計算的財務費用，並把該項費用記進賬戶的借項之內。

6.2 逾期費用

倘若借款人在到期繳款日當日或之前仍未支付應付之最低金額，本銀行將會向借款人徵收逾期費用，並記進賬戶的借項之內。該項費用將依照服務收費表及／或確認函上列明之比率計算。

6.3 過期手續費

若借款人連續兩個月或以上未能清還指定之應付之最低金額，除逾期付款費用外，借款人須額外再繳付依照服務收費表及／或確認函上列明之比率計算之過期手續費，並會把該項費用記進賬戶的借項之內。

6.4 現金貸款費用

借款人須就每一次經本銀行任何分行、本銀行或銀通櫃員機提取之現金貸款向本銀行繳付手續費。該項費用將依照服務收費表及／或確認函上列明之比率計算。本銀行會將上述費用記進賬戶的借項之內。

6.5 補發新卡費用

本銀行將就每張補發的新櫃員機貸款卡依照服務收費表及／或確認函上列明之比率收取補發新卡費用，該項款額將會記進賬戶的借項之內。

6.6 年費或續期費

信貸將由生效日期起每十二個月到期時自動續期。借款人須繳付依照服務收費表及／或確認函上列明之比率計算之年費，該項費用將於上述每十二個月後的第一個營業日記進賬戶的借項之內。

6.7 自動轉賬退回費用

如以直接扣款或自動轉賬繳款之款項未能過數，本銀行每次均會依照服務收費表及／或確認函上列明之比率計算收取服務費用，並記進賬戶的借項之內。

6.8 退票費用

如清還信貸款項之支票未能兌現，本銀行會就每張退票收取依照服務收費表及／或確認函上列明之比率計算之服務費用，並記進賬戶的借項之內。

6.9 索取副本費用

借款人如向本銀行索取其賬戶記錄、月結單、提取貸款票據、自動轉賬授權書或其它文件副本，須就每份副本依照服務收費表及／或確認函上列明之比率計算繳付費用，本銀行並會將該項費用記進賬戶的借項之內。

6.10 退還戶口結存費用

本銀行將就每一次以銀行本票退還予借款人賬戶內之戶口結存收取依照服務收費表及／或確認函上列明之比率計算的退還戶口結存費用及有關遞送費用。又本銀行可以在發出上述銀行本票之前，先在賬戶中扣除有關上述費用。

6.11 超逾信貸額手續費

若在任何一個月結單之週期內賬戶結欠超逾信貸額，借款人須支付依照服務收費表及／或確認函上列明之比率計算之超逾信貸額手續費，本銀行並將該項費用記進賬戶的借項之內。

6.12 銀行櫃位繳付賬項手續費

本銀行將就每項於分行櫃位辦理繳付之賬項依照收費表及／或確認函上列明之比率收取銀行櫃位繳付賬項手續費，並記進賬戶的借項之內。

6.13 服務費用

本銀行將就處理與賬戶有關的各種事務將徵收一項以其不時設定並按下文第 16 條知會借款人的該等比率計算的服務費用，該費用將由本銀行記進賬戶的借項之內。

6.14 費用的更改

本銀行有權不時更改所有費用的徵收金額或比率，並會依照下文第 16 條通知借款人。

7. 應付之最低金額

在不損本銀行於任何時間均有權要求借款人立刻清還賬戶中結欠之總金額的情況下，借款人須每月於賬戶月結單上列明之到期繳款日或之前清還應付之最低金額，應付之最低金額將依照服務收費表及／或確認函上列明之比率計算，並加以任何超越信貸額之款項以及截至當時仍未支付的以往或上月之應付之最低金額(如適用)。

8. 付款方式

借款人可於本銀行任何一間分行以現金或遞交寫上付予「富邦銀行(香港)有限公司」之支票、或郵寄上述支票、或利用「繳費靈」服務、或利用櫃員機自借款人於本銀行之其它賬戶中轉賬或以自動轉賬方式，支付予本銀行有關其賬戶於月結單上列明之應付金額。

9. 賬戶月結單

借款人須於收到賬戶月結單後小心地審閱及核對。若借款人認為月結單有任何錯誤或其所載之交易屬未經借款人授權而產生的，則須於月結單發出日期起的六十日內通知本銀行。若本銀行未有在上述限期內收到此等通知，即可視借款人已接納賬戶月結單上之資料在各方面均為真實及正確無誤。即使借款人日後再提出查詢或反對，本銀行亦將不會接納。

10. 違反及終止本協議

10.1 本銀行有權隨時在事先給予借款人合理通知情況下終止信貸。在此情況下，借款人須立即清還予本銀行在賬戶中之所有結欠款項(包括利息及其它費用)。

- 10.2 若借款人違反本協議的任何一項條款，本銀行保留任何權利隨時及在不需要通知借款人的情況下終止信貸。在此情況下，借款人立即喪失其使用信貸之權利，又須立即於接獲本銀行通知後清還予本銀行在賬戶中之總結欠及所有已產生但未被列入賬戶之其它費用，無論此等欠款是否已被列明在最新的賬戶月結單上及是否已在上述通知發出時到期繳付。借款人須於每日就上述應付之金額繳付利息，息率依照上文第 6 條所載之適用息率計算，繳付自上述通知之日期起直至款額全部清還為止。
- 10.3 借款人可以隨時在向本銀行發出七天書面通知終止信貸或要求本銀行終止信貸，惟借款人需將櫃員機貸款卡剪毀或以其它方式予以取消或作廢，並隨同上述書面通知退還予本銀行。借款人需立即在接獲本銀行通知後清還予本銀行在賬戶中之總結欠及所有已產生但未被列入賬戶之財務費及其它費用，無論此等欠款是否已被列明在最新的月結單上或在上述通知發出時不需繳付。借款人須於每日向上述應付清還之金額上繳付利息，息率依照上述條款第 6 條所載或其它本銀行全權認為合適之息率，並由上述通知之日期起直至本金全部清還為止計算。
11. **櫃員機貸款卡條款**
本銀行不時決定之有關管制其發出之一般櫃員機卡條款及細則，亦適用於櫃員機貸款卡（並構成爲本條款及細則不可分割之一部份）。如該等條款及細則與本條款及細則有任何歧義，一切以本條款及細則爲準。
12. **櫃員機貸款卡及個人密碼之妥善保存**
12.1 借款人須自本銀行收妥櫃員機貸款卡後依照本銀行之指示確認此卡。確認後，本銀行將會發出個人密碼予借款人。櫃員機貸款卡上並無要求借款人簽署。無論何時，借款人均必須適當地保管其櫃員機貸款卡及個人密碼。
12.2 在任何情況下，借款人均不得將其個人密碼透露予別人或允許他人使用其個人密碼或櫃員機貸款卡。若上述情況發生，借款人仍須負責向本銀行清還所有自信貸項下已被提取之款項。櫃員機貸款卡爲本銀行之財物，借款人須在接獲通知後立即將此卡交還予本銀行。
13. **櫃員機貸款卡之遺失及有關責任**
13.1 若櫃員機貸款卡遺失或被竊或個人密碼洩露或懷疑已洩露給予任何未獲授權人士知道，借款人須就有關事宜立即知會及提交書面報告予本銀行。若本銀行認爲借款人在此等情況下未有違反本條款及細則內任何條款，借款人只須向本銀行負責清還在本銀行收到上述書面報告前所有已提取的款額，惟數額上限則由本銀行不時決定。
13.2 借款人承諾提供予本銀行一切其所擁有有關櫃員機貸款卡之被竊及遺失之資料，並採取一切合理之措施協助本銀行尋找此等失去之櫃員機貸款卡。
14. **抵銷**
本銀行可在不發出通知予借款人的情況下，將賬戶與借款人在本銀行開設的任何其它類別的銀行賬戶（包括定期或其它存款賬戶）合併，無論其貨幣單位爲港幣或外幣或其它，並抵銷或轉撥任何在此等賬戶的任何結餘款項，以履行借款人任何在信貸項下的責任或清還借款人在信貸中欠下本銀行的款項。
15. **修改**
15.1 本銀行保留隨時修訂本條款、費用及確認函包括但不限於應付之最低金額或還款細則的權利。如任何修訂是涉及費用或借款人之責任時，該等修訂將在本銀行透過合理方法向借款人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借款人之責任而又不是在本銀行的合理控制範圍之內，則本銀行可以發出少於三十日之通知。
15.2 借款人在收到該等通知後，有權拒絕接納修訂並取消信貸及賬戶，但其在取消信貸及賬戶前已產生的任何責任則不受此影響。在此情況下，又如有未用完之年費超過港幣五十元正（或本銀行不時指定之金額），本銀行會在收到借款人書面要求後按比例退回該等未用完之年費。
16. **追討行動**
16.1 本銀行有權聘請收賬代理、律師行及 / 或機構爲其收取有關信貸到期但尚未支付的任何費用及所有尚未清還的款額。本銀行於此獲得借款人授予不可撤回的權力，可向該等收賬代理、律師行及 / 或機構透露就有關借款人及信貸之任何及所有資料（包括個人資料）。借款人將向本銀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。
16.2 倘若本銀行採取追收行動或提出法律訴訟向借款人追討按本條款應予支付的任何款額及 / 或由於借款人違反或不遵守按本條款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爲基礎)或其它開支，借款人必須向本銀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。
16.3 本銀行會在收到借款人之要求後，向後者提供就本條款第 16.1 及 16.2 條所提及之所有費用及開支之詳細資料。
17. **個人資料**
17.1 借款人同意受本銀行不時發出的<<關於個人資料及個人信貸資料致客戶的通知>>的約束。
17.2 借款人知悉，本銀行在在審核借款人的申請時，本銀行已從下述信貸資料機構獲得有關借款人的信貸報告。若借款人希望獲取該信貸報告以便查閱或更改其中之個人資料，借款人可直接聯絡下列信貸資料機構：—
環聯資訊有限公司
香港九龍尖沙咀
廣東道 9 號
港威大廈第 6 座 1006 室
電話：2577 1816
17.3 當本行會不時就已提供的信貸額增加、限制（包括取消或降低信貸額、停止貸款提取）或進行債務重組（包括更改應付之最低金額或還款細則）覆檢閣下的賬戶時，本行有權開啓及使用資料庫所編制的信貸報告，以便本行於賬戶有效期內進行覆檢。

18. 聲明及保證

- 18.1 借款人在此聲明及保證：—
- (a) 借款人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) 借款人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。
- 18.2 若任何上述聲明及保證或任何閣下不時就該信貸向本銀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款項或根據本條款及細則內其他借款人須繳付的款項發生任何困難，閣下須立即知會本銀行。

19. 其它事項

- 19.1 若借款人之任何個人或其它資料（包括其職業或地址（辦事處或住處）、電話號碼，其它聯絡詳情及居住之地區或國家）有任何改變，須立即通知本銀行。若借款人離開香港或有意離開香港超過三十天，須在離港前書面向本銀行提供清楚及令其滿意就信貸及賬戶結欠有關支付予本銀行的指示或安排。
- 19.2 借款人同意並接納本銀行有權就借款人與本銀行任何職員之間的電話談話作錄音紀錄，而此等錄音紀錄可以在任何牽涉本條款及信貸之糾紛中作為屬決定性之證據。
- 19.3 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。
- 19.4 本條款及細則對簽約雙方及其繼任人及受讓人具有約束力，其利益由簽約雙方及其繼任人及受讓人享有；惟未經本銀行事先書面同意，借款人不得轉讓其任何權利或義務。
- 19.5 本銀行可全權決定將其在貸款（包括利息和所有其他應由借款人支付的費用）下的任何或全部權利、利益和義務轉讓予任何受讓人。借款人應隨時按照本銀行的要求，簽署一切法律文件和採取其他行動，只要本銀行認為（本銀行的意見為終結意見，借款人不得異議）這些文件和行動對本銀行的受讓人獲得本協議任何條款下的全部利益和義務是必要的。
- 19.6 本銀行可隨時在保密的前提下，不經通知借款人，將本銀行認為適當的任何有關借款人的資料或信息披露予任何受讓人或可能的受讓人，或本銀行與其已經或可能建立與本協議有關的締約關係的任何人，或任何對本銀行提供的信息承擔保密義務者（統稱“接收信息者”），不論接收信息者在香港特別行政區以內或以外。借款人同意本銀行作出此種信息披露。不論在香港特別行政區以內或以外，接收信息者可再（直接或間接地）向任何第三方作出此種信息披露，只要此第三方與接收信息者之間，存在仿如接收信息者與本銀行之間的上述關係。借款人亦同意此種信息披露。

20. 適用法律

本條款及細則受香港特別行政區之法律所管轄，並按其詮釋。

重要通知

倘若閣下的櫃員機貸款卡遺失或被盜竊，請即致電 24 小時報失熱線(852)2512-1131 通知本銀行。閣下或需要在報失時提供令人滿意之證據以證明身份。又閣下需在致電報失後 48 小時內向本銀行發出書面通知證實上述櫃員機貸款卡之遺失或被盜竊。

FUBON BANK

REVOLVING LOAN FACILITY TERMS AND CONDITIONS

The Bank will upon your successful application extend the Facility to you as the Borrower and give you an ATM Facility Card on the following terms and conditions. By submitting an application for the Facility you will be deemed to have accepted these terms and conditions and agreed to be bound by them.

1. Definitions

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:-

"Account" means the account opened and maintained by the Bank in the name of the Borrower for the purpose of the Facility.

"Advance" means an amount drawn by the Borrower from time to time under the Facility.

"ATM" means an automated teller machine.

"ATM Facility Card" means an automated teller machine card which is issued by the Bank for the sole purpose to enable the Borrower to utilise the Facility.

"Bank" means Fubon Bank (Hong Kong) Limited.

"Borrower" means any individual who has been granted the Facility.

"Business Day" means a day on which banks are open for business in Hong Kong.

"Charges" means those charges and fees referred to in Clause 6 and individually listed in the List of Service Charges and/or the Confirmation Letter.

"Code" means the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner under the Ordinance.

"Commencement Date" means the date referred to in Clause 4.

"Confirmation Letter" means a letter issued by the Bank to the Borrower confirming the Bank's acceptance of the Borrower's application for the Facility and setting out certain terms and conditions of the Facility.

"Facility" means a revolving personal loan facility identified as either Privileged Cash Card, YesCash Card, Fin.Easy Revolving Personal Loan, CreditPlus Facility, CashPlus Facility or such other product name which the Bank may use from time to time.

"Facility Limit" means the amount referred to in Clause 3.

"JETCO ATM" means an automated teller machine located in Hong Kong and elsewhere which is part of the linked JETCO ATM network.

"List of Service Charges" means in relation to the Facility and Account the Bank's list of service charges (which is available or given to the Borrower and forms an integral part of this Agreement) applicable from time to time subject to revision by the Bank at its absolute discretion.

"Minimum Payment" means the minimum amount stated on the Statement to be paid monthly by a borrower on or before each Payment Due Date.

"Ordinance" means the Personal Data (Privacy) Ordinance.

"Payment Due Date" means the date printed on the Statement as from time to time determined by the Bank at its sole discretion.

"PIN" means in relation to the Borrower, the personal identification number given by the Bank and which is specific to the ATM Facility Card to enable the Borrower to utilise the Facility.

"Statement" means a monthly statement sent by the Bank to the Borrower setting out the amount outstanding on the Account and other financial liabilities owed on the date thereof by the Borrower to the Bank in respect of the Facility together with such other information or advice as the Bank considers appropriate and shall include details of the required Minimum Payment and the Payment Due Date thereof.

2. Interpretation

2.1 Unless the context requires otherwise, words denoting one gender shall include all other genders and words denoting the singular shall include the plural and vice versa.

2.2 These terms and conditions have been translated into a Chinese version and if there is any inconsistency or conflict then the English version shall prevail.

2.3 Clause headings herein are for convenience only and shall be ignored in construing these terms and conditions.

3. Facility Limit

The Facility Limit is the maximum aggregate amount of Advance to be drawn under the Facility (which shall include outstanding amount and all charges). The Facility Limit shall be an amount determined by the Bank at its sole discretion and notified to the Borrower at the time when the Bank posts or delivers the ATM Facility Card and/or Confirmation Letter to the Borrower. The Bank can adjust the Facility Limit by giving the Borrower a prior reasonable notice in writing from time to time.

4. Availability

The Facility shall be available to the Borrower commencing on the date the Bank extend the Facility to the Borrower or posting or delivering the ATM Facility Card to the Borrower (whichever is the earlier).

5. Drawings

Subject to the Facility Limit and the Commencement Date, the Bank shall grant a loan to the Borrower in one lump sum or the Borrower may utilise the Facility and draw Advances from time to time by using the ATM Facility Card with the Borrower's identification document (HKID or passport) as verification at any of the Bank's branches (in respect of an over the counter drawing) or with the PIN at any of the Bank's ATM or at any JETCO ATM (in respect of an ATM drawing).

6. Charges

6.1 Finance Charge

A finance charge will be charged on each Advance on the daily amount outstanding and calculated and accrued on a daily basis from the date each Advance is drawn at the Bank's monthly prevailing rate as stipulated in the List of Service Charges and/or the Confirmation Letter from the Commencement Date, which shall be debited to the Account.

6.2 Late Charge

A late charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account if the Minimum Payment is not paid on or before the Payment Due Date.

6.3 Overdue Fee

An overdue fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account in the event that the Minimum Payment is not paid on or before the Payment Due Dates for two (2) or more consecutive months each time.

6.4 Cash Advance Charge

A cash advance charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for every cash advance transaction made at a Bank branch, Bank's ATM or a JETCO ATM.

6.5 Replacement Card Charge

A replacement card charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter for replacement of each ATM Facility Card shall be imposed and debited to the Account.

6.6 Annual Fee on Renewal

The Facility shall be automatically renewed on the expiry of a 12-month period (from the Commencement Date) and an annual fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account on the first Business Day of the month following the anniversary month.

6.7 Rejected Autopay Transaction Charge

A rejected autopay transaction charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each direct debit or autopay instruction (against an account other than the Account) which is returned unpaid.

6.8 Bounced Cheque Charge

A bounced cheque charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each cheque payment to the Account which is not honoured.

6.9 Copy Charge

A copy charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each copy of a Account record, Monthly Account Statement, Cash Advance Slip, Direct Debit Authorisation Form or otherwise requested by the Cardholder.

6.10 Credit Balance Refund Charge

A credit balance refund charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for any withdrawal of the available credit balance from a Account in form of a cashier's order; and, where necessary, an applicable postage charge will also be imposed and both such charges will be debited by the Bank against the credit balance of the Account prior to issuance of a cashier's order.

6.11 Overlimit Handling Charge

An overlimit handling charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account on a monthly basis whenever there is a record within each monthly Statement cycle that the amount outstanding under Account exceeds the Facility Limit.

6.12 Over-the-Counter Payment Fee at Branch

An Over-the-Counter Payment Fee at Branch at the rate stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each payment made over the counter of the Bank's branches.

6.13 Service Charge

A service charge at the rate where applicable shall be imposed and debited to the Account pursuant to Clause 16 for any miscellaneous matters in relation to the Account or the Facility as determined by the Bank from time to time at its sole discretion.

6.14 Amendment of Charges

All Charges may be revised by as to the rate or amount the Bank from time to time at its absolute discretion and notifies to the Borrower from time to time in the manner pursuant to Clause 16.

7. Minimum Payment

Without prejudice to the Bank's right at any time to demand immediate payment in full of the total amount outstanding on the Account, the Borrower is liable and required to pay at least a Minimum Payment each month on or before each Payment Due Date as specified in the Statement. The Minimum Payment shall be calculated at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter plus any amount exceeding the Facility Limit and the Minimum Payment from the previous months or month which remain(s) unpaid (if applicable).

8. Method of Payment

All payments to be made by the Borrower under the Statement issued in respect of the Account shall be made by the Borrower at or to any branch of the Bank by cheque payable to Fubon Bank (Hong Kong) Limited (which can be by post) or cash, by Payment by Phone Service (PPS), by ATM transfer from a Borrower's other account held with the Bank or by auto bank payment.

9. Receipt of Statement

The Borrower shall upon receipt thereof, read and check the Statement carefully and notify the Bank within sixty (60) days from the date of the Statement if the Borrower considers any details contained therein are inaccurate or any transaction particularised therein is unauthorised. If the Bank does not receive any such notice within the sixty (60) day period as provided for in the Statement, the Borrower shall be deemed to have accepted all the details contained in the Statement as true, correct and accurate in all respects and any subsequent query or dispute by the Borrower will not be entertained by the Bank.

10. Breach and Termination

10.1 The Facility can be terminated by the Bank at any time at its sole discretion by giving reasonable prior notice to the Borrower whereupon the total amount outstanding under the Account (including accrued interest and all Charges due) shall become immediately due and payable by the Borrower to the Bank.

10.2 In the event of any breach of these terms and conditions by the Borrower the Bank reserves the absolute right to terminate at any time, with or without notice, the Facility and upon such termination the Borrower shall immediately cease to be entitled to use the Facility and the Borrower shall be liable to pay the Bank immediately upon demand the total amount outstanding under the Account whether or not already reflected in the latest Statement and whether due and payable at the date of such demand or not together with any charges incurred but not yet charged to the Account and interest shall accrue on such amount outstanding on a daily basis from the date of demand to the date of repayment at the applicable interest rate as referred to in Clause 6 above or otherwise as the Bank may at its sole discretion determine.

10.3 The Borrower may at any time terminate the Facility or require the Bank to terminate the Facility by giving seven (7) days notice in writing to the Bank accompanied by the return of the ATM Facility Card being cancelled, destroyed by or having been cut and provided however that the Borrower shall remain liable to pay the Bank immediately upon demand the total amount outstanding under the Account (including accrued interest and all Charges due) whether or not already reflected in the latest Statement and whether due and payable at the date of such demand or not together with any finance charges and other charges or fees incurred but not yet charged to the Account and interest would accrue on such amount on a daily basis from the date of demand to the date of repayment at the applicable interest rate as provided in Clause 6 above.

11. Additional ATM Facility Card Terms and Conditions

The general terms and conditions which the Bank has in force governing the use of its general ATM Card shall apply (and by reference is an integral part of these terms and conditions) to the ATM Facility Card used herein and in the event of any conflict, these terms and conditions shall prevail.

12. Security of PIN and ATM Facility Card

12.1 Upon receipt of the ATM Facility Card from the Bank the Borrower shall activate it in accordance with the instructions provided and upon activation the Bank shall then provide the PIN to the Borrower. The ATM Facility Card makes no provision for the Borrower's signature thereon. The Borrower shall at all times take reasonable care of the ATM Facility Card and the PIN and keep the ATM Facility Card at all times under his personal control and the PIN secure and confidential.

12.2 The Borrower shall under no circumstances disclose the PIN to any third party or permit the ATM Facility Card or PIN to be used in any manner by a third party provided if this occurs then the Borrower shall at all times remain liable for payment of any drawings made under the Facility. The ATM Facility Card remains at all times the property of the Bank and must be surrendered to the Bank upon demand at any time.

13. Liability for Loss of ATM Facility Card

13.1 If the ATM Facility Card is lost or stolen or if a PIN is disclosed or suspected to have been disclosed to any unauthorised third party, the Borrower must immediately report such loss, theft or disclosure to the Bank in writing. If the ATM Facility Card is lost or stolen or the PIN disclosed in circumstances the Bank is satisfied there has been no breach by the Borrower of any of these terms and conditions, the Borrower will only be liable in respect of any drawing made prior to receipt by the Bank of notification of such loss, theft or disclosure up to such amount as the Bank may from time to time designate as applicable to the Account.

13.2 The Borrower undertakes to give the Bank all the information in the Borrower's possession as to the circumstances of any loss or theft of the ATM Facility Card and to take all reasonable steps to assist the Bank to recover such missing ATM Facility Card.

14. Set Off

The Bank may without prior notice combine or consolidate any outstanding principal and all interest on the Account with any other account (including fixed deposit accounts or otherwise) whether in Hong Kong dollar, foreign currency or otherwise which the Borrower maintains with the Bank and may set off or transfer any money outstanding to the credit of any accounts in or towards satisfaction of the Borrower's liability to the Bank under the Facility.

15. Amendment

15.1 The Bank reserves the right at all times to amend or vary these terms and conditions, Charges and Confirmation Letter including but not limited to the Minimum Payment amount and other repayment terms of the Facility. If such amendment or variation affect any of the Charges and the obligations or liabilities of the Borrowers, then such amendment or variation will become effective thirty (30) days after notification to the Borrowers 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 the Borrowers and the changes is beyond the reasonable control of the Bank, less than thirty (30) days notice may be given.

15.2 The Borrower upon receipt of such notification has a right to refuse to accept the amendments or variations and cancel the Facility and terminate the Facility Account subject to and without prejudice to any liability incurred prior to cancellation or termination. Upon cancellation, if the unused Annual Fee is higher than HKD50 or any other such amount as the Bank may specify from time to time, it shall be refunded to the Borrower on a pro-rata basis upon a written request by the Borrower.

16. Enforcement

- 16.1 The Bank shall be entitled to employ outside debt collecting agencies, solicitors firms and/or institutions to collect any charges, fees and all outstanding sums due under the Facility but unpaid by the Borrower and the Bank may and is hereby irrevocably authorised by the Borrower to disclose to such debt collecting agencies, solicitor firms and/or institutions any or all information (including Personal Data) available in relation to the Borrower and the Facility. The Borrower shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such debt collecting agencies, solicitors firms and/or institutions.
- 16.2 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 the Borrower and/or for other remedies resulting from the breach or non compliance of any of these terms or conditions, the Borrower 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.
- 16.3 The Bank shall upon request provide the Borrower at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 16.1 and 16.2 upon written request of the Cardholder.

17. Personal Data

- 17.1 The Borrower agrees to be bound by the Bank's Circular To Customers Relating To Personal Data And Consumer Credit Data prevailing from time to time.
- 17.2 The Borrower acknowledges that the Bank has considered a credit report on the Borrower from a CRA referred to below in considering his application. In the event that the Borrower wishes to see the credit report for the purpose of making a data access or data correction request, he may contact the CRA directly at the following address:-
- TransUnion Limited
Suite 1006, Tower 6, Gateway
9 Canton Road
Tsimshatsui, Kowloon
Hong Kong
Telephone : 2577 1816

- 17.3 Where the Bank has provided the Facility which is subject to review from time to time in relation to an increase in the Facility Limit, the curtailing of Facility Limit (including the cancellation of Facility Limit or a decrease in the Facility Limit, ceasing of additional Advance) or the putting in place or implementation of a scheme of arrangement (including amendment of Minimum Payment or other repayment terms), then in order for the Bank to conduct such reviews during the subsistence of the Account the Bank will access and make use of a credit report from a CRA.

18. Declaration

- 18.1 The Borrower declares, represents and warrants that: -
- (a) The Borrower has never been 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) The Borrower has no intention to petition for his own bankruptcy or for any similar order, or proposes to enter into with his creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere.
- 18.2 If any of the declaration above or any information provided by you in respect of the Facility from time to time is or will become untrue or you have any difficulty in payment or any other sums that you are payable under these Terms and Conditions, you undertake to inform the Bank immediately upon its occurrence.

19. Miscellaneous

- 19.1 The Borrower shall promptly notify the Bank of any change in his personal data or other information supplied to the Bank including any changes of employment, office address, residential address, telephone or other contact details and country of residence. If the Borrower is absent from or is likely to be absent from Hong Kong for more than thirty (30) days, the Borrower is required to provide or make (to the Bank's absolute satisfaction), prior to departure, clear and specific written instructions or arrangements to the Bank for the settlement of all amounts outstanding and due to the Bank under this Facility and the Account.
- 19.2 The Borrower agrees and accepts that the Bank can record any telephone conversation between the Borrower and any of its staff and that such recording can be used as conclusive evidence in any dispute that may arise on any matters relating to these terms and conditions and the Facility.
- 19.3 The application form, the Confirmation Letter, this Agreement and other bank agreements or documents which the Borrower may from time to time execute in respect of the Facility shall together constitute a binding contract.
- 19.4 All the terms and conditions herein shall be binding upon and enure to the benefit of the respective successors-in-title and assigns of the parties hereto provided, however, that the Borrower shall not assign any of the Borrower's rights or obligations without the express prior written consent and approval of the Bank.
- 19.5 The Bank shall have the absolute discretion to assign or transfer any or all of its rights interests and obligations in relation to the Advance (including interest and all other charges payable by the Borrower) to any person or party. The Borrower shall execute and sign all deeds instruments or such other documents and do any acts and things whatsoever which shall in the opinion of the Bank (whose opinion shall be conclusive and binding upon the Borrower) be necessary for the giving of the Bank's transferee(s) or assignee(s) the full benefits and obligations of any of the provisions hereof as may from time to time be requested by the Bank.
- 19.6 The Bank may at any time on confidential basis disclose to any transferee or assignee or potential transferee or assignee or to any other person or party with whom the Bank has entered into or may prepare to enter into contractual relations in connection with this Agreement or any other person under a duty of confidentiality to the Bank (each such recipient of information referred to as a "Recipient") such information and data about the Borrower and its affairs as the Bank shall consider appropriate without notice to the Borrower notwithstanding whether the Recipient is inside or outside the Hong Kong Special Administrative Region. The Borrower hereby consents to any such provision of data and information. Such data and information may also be provided by any Recipient (whether direct or indirect) to any party bearing the relationship to the party providing the data and information as the Recipient bears to the Bank in each case whether inside or outside the Hong Kong Special Administrative Region and the Borrower hereby consents to such provision of data and information.

20. Law

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

Important Note

If your ATM Facility Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen Card Report Hotline on telephone (852) 2512-1131. Satisfactory identification of your identity when reporting loss or theft may be required. You should subsequently confirm the loss or theft to the Bank in writing within 48 hours after the telephone report.