

# \$mart Plus 分期貸款申請表格

## \$mart Plus Personal Installment Loan Application Form

申請人必須年滿18歲。請以英文正楷填寫此表格，並在適當方格內加上「✓」號。  
Applicant must be aged 18 or above. Please complete this form in English BLOCK Letters. Please "✓" in the appropriate box.

請將填妥之申請表格及所需文件傳真至 3603 4668。Please submit the application form and the required documents by fax to 3603 4668.

### 貸款資料 Personal Loan Particulars

申請貸款產品 Loan Product Applied

- \$mart Plus 分期貸款  
\$mart Plus Personal Installment Loan
- \$mart Plus「個個易」私人貸款  
\$mart Plus Easy Loan
- \$mart Plus 結餘轉戶  
\$mart Plus Debt Consolidation

申請貸款金額 Loan Amount Applied\*

HK\$ 

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\*\$mart Plus分期貸款及\$mart Plus「個個易」私人貸款之最低貸款額為HK\$5,000。  
\$mart Plus結餘轉戶之最低貸款額為HK\$50,000。

\*The minimum loan amount of \$mart Plus Personal Installment Loan and \$mart Plus Easy Loan is HK\$5,000.  
The minimum loan amount of \$mart Plus Debt Consolidation is HK\$50,000.

還款期 Repayment Period

- 12 個月 months    24 個月 months    36 個月 months    48 個月 months    60 個月 months    72 個月 months#

#只適用於\$mart Plus結餘轉戶。Only applicable to \$mart Plus Debt Consolidation.

貸款用途 Loan Purpose 申請人必須填寫此欄。Applicant must fill in this part.

- 信用卡結餘轉戶 Credit Card Balance Transfer    償還借貸 Loan Repayment    其他 Others(請說明 Please specify) 

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### 所需文件 Required Documents

請附上下列之文件副本，所有已提交之文件副本(連同此申請表格)將不獲退還。  
Please enclose copy of the following documents. Documents submitted (including this application form) will not be returned.

- 閣下之有效香港身份證 / 護照 / 或其他身份證明文件。  
Your HKID Card / Passport / other identification document.
- 最近1個月顯示入息證明之銀行月結單或存摺影印本(存摺影印本須附上印有閣下姓名及賬戶號碼之首頁)或任何形式的入息證明。若月薪收入為佣金制人士，請提供最近2個月之入息證明。  
Bank statement or passbook showing your latest 1-month income proof (including the copy of front cover page of your passbook which shows your name and account number) or any type of income proof. Please provide the latest 2-month income proof if you are commission based income earner.
- 如屬自僱人士，請附上公司之商業登記證及最近期之利得稅稅單及最近3個月之公司戶口月結單。  
Business Registration Certificate and the latest Profits Tax Demand Note and the latest 3-month company account statements, if you are self-employed.
- 附有閣下姓名之最近3個月內發出的現居址證明(例如：電費單或銀行月結單)。  
Your residential address proof showing your name issued within the latest 3 months (e.g. electricity bill or bank statement).
- 專業資格證明(只適用於專業人士)。  
Proof of professional qualification (For professionals only).
- 如閣下為非香港永久性居民身份證持有人，請附護照/往來港澳通行證/原居地身份證副本(如適用)及香港特別行政區發出的工作證。  
If you are not a holder of Hong Kong permanent identity card, please submit passport/ Exit/Entry Permit for Travelling to and from Hong Kong and Macau/ identity card of place of origin and working visa issued by the Hong Kong SAR Government.
- 欲轉至\$mart Plus結餘轉戶之信用卡或貸款之貸款確認信或最近1個月之信用卡月結單(須印有閣下姓名及賬戶號碼)。  
Loan confirmation letter(s) or latest 1-month statement(s) (showing your name and account number) of credit card(s) and loan(s) that you wish to transfer to \$mart Plus Debt Consolidation.

銀行可能需要閣下提供額外文件以作批核。Additional documents may be required for processing.



## 個人資料 Your Personal Data

稱謂 Salutation <input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms.	身份證明文件上之英文姓名 English Name as printed on Identification Document 姓 Family Name <input style="width: 100%;" type="text"/> 名 Given Name <input style="width: 100%;" type="text"/>
別名 Other Name <input style="width: 100%;" type="text"/>	身份證明文件號碼 Identification Document Number <input style="width: 100%;" type="text"/>
出生日期 Date of Birth <input style="width: 20px;" type="text"/> 日 <input style="width: 20px;" type="text"/> 月 <input style="width: 20px;" type="text"/> 年	教育程度 Education Level <input type="checkbox"/> 小學 Primary <input type="checkbox"/> 中學 / 預科 Secondary <input type="checkbox"/> 工業學院 Vocational Education <input type="checkbox"/> 大專或以上程度 Tertiary / University or above
國籍 Nationality (如閣下是香港永久居民, 請填選中國 (香港)。If you are a permanent resident of Hong Kong, you may input Chinese (Hong Kong).) <input type="checkbox"/> 中國(香港) Chinese (Hong Kong) <input type="checkbox"/> 其他 (請註明) Others (Please specify) _____    多重國籍 Multiple Nationality <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No 如填選「是」, 請註明 If you input "Yes", please specify: (1) _____ (2) _____ (3) _____ (4) _____	
手提電話 / 其他 Mobile Phone Number / Others <input style="width: 100%;" type="text"/>	電子郵件地址 E-mail Address (選擇性填寫 Optional) <input style="width: 100%;" type="text"/>
住宅地址 Residential Address ( 郵政信箱 / 海外地址恕不接納 P.O. Box / Overseas Address is not accepted ) (所有來往信件將寄往閣下的住址。Please note that all correspondence will be sent to your residential address.) 室 Flat / Room    樓 Floor    座 Block    大廈名稱 Name of Building <input style="width: 100%;" type="text"/>	
街道號數及名稱 Number and Name of Street <input style="width: 100%;" type="text"/>	地區 District <input type="checkbox"/> 香港 HK <input type="checkbox"/> 九龍 KLN <input type="checkbox"/> 新界 NT
住宅類別 Residential Type <input type="checkbox"/> 按揭私人物業 Mortgaged Private Housing <input type="checkbox"/> 自置私人物業 Self-owned Private Housing <input type="checkbox"/> 租賃私人物業 Rented Private Housing <input type="checkbox"/> 公司宿舍 Quarter <input type="checkbox"/> 按揭公屋 / 居屋物業 Mortgaged Public Housing / HOS <input type="checkbox"/> 自置公屋 / 居屋物業 Self-owned Public Housing / HOS <input type="checkbox"/> 租賃公屋 / 居屋物業 Rented Public Housing / HOS	
閣下是否上述地址之物業擁有人? Are you the owner of the property stated above? <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	永久地址 Permanent Address (只適用於香港非永久性居民身份證持有人人士 For non-Hong Kong permanent identity card holder only) <input type="checkbox"/> 住宅地址同上 Same as above Residential Address <input type="checkbox"/> 其他, 請註明 Others, please specify _____

## 其他資料 Other Information

閣下是否在支付租金、擁有其他財務機構提供之任何抵押貸款 (包括按揭及抵押透支)、無抵押貸款 (不包括銀行)、申請中但未獲批核之貸款 (此申請除外)?  
 Are you paying rent, or having secured loans (including mortgage and secured revolving facilities), or unsecured loans from other financial institutions, or applying unsecured loan that is pending for approval (not including this application)?

否 No     是, 請填寫以下資料 Yes, please fill in the information below

每月租金支出/按揭/抵押貸款/透支供款 (港元) Rental Payment / Monthly Instalment for Mortgage or Secured Loan / Overdraft Facilities (HKD)	<input style="width: 100%;" type="text"/>
每月無抵押貸款(不包括銀行)供款 (港元) Monthly Instalment for other Unsecured Loans (Excepts banks) (HKD)	<input style="width: 100%;" type="text"/>
申請中而未獲批核之貸款之預計每月供款 (港元) Expected Monthly Installment for other Unsecured Loans applications which are still under review?	<input style="width: 100%;" type="text"/>

外國賬戶稅務合規法案 / 共同申報準則證明書 FATCA and CRS Self Certification

第1部分：美國公民 / 美國居民稅務居住地 Part 1: Tax Residence for US Citizenship / US Residence

(1) 本人證明本人是美國公民/美國居民(例如：外國人登錄證持有人(即美國綠卡持有人)或通過「逗留美國實際天數測試」人士)。  
I certify that I am a U.S. Citizen / U.S. Resident (e.g. Alien Registration Card Holder (i.e. Green Card Holder) or meets substantial presence test).

是 Yes  否 No

如上述問題答案為「是」，請提供閣下的納稅人識別號碼。  
If you tick "Yes" to the above question, please provide your Taxpayer Identification Number (TIN).

納稅人識別號碼    -   -     
Taxpayer Identification Number

以下聲明僅適用於美國公民或其他美國人士(即為閣下在上述問題中選擇“是”的情況)：  
The following certification is applicable only if you are a U.S. citizen or other U.S. person (i.e. you have ticked "Yes" in the above question):

在願受作假證供的懲處下，本人聲明：  
Under penalty of perjury, I certify that:

- 此證明書所示的號碼是本人正確的納稅人識別號碼；  
The number shown on this certification is my correct taxpayer identification number;
- 除非下文另有指明，本人不需要繳納後備預扣稅，因為(a)本人獲豁免不需繳納後備預扣稅，或(b)本人未有收到國稅局通知指因本人未能報告所有利息或股息而需繳交後備預扣稅，或(c)國稅局告知本人不再需要繳交後備預扣稅；  
Unless otherwise indicated below, I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;

(如適用，請在方格內填上“√”號 Please tick if applicable)

本人因為任何原因需要繳納後備預扣稅，包括(但不限於)本人已獲國稅局通知本人目前未能在稅務申報表中申報所有利息或股息。  
I am subject to backup withholding for whatever reason(s) including that I have been notified by the IRS that I have failed to report all interest and dividends on my tax return.

- 本人是美國公民，或其他美國人士；及  
I am a U.S. citizen or other U.S. person; and
- 此證明書中所填寫的，表明本人免於外國賬戶稅務合規法案(FATCA)報告的外國賬戶稅務合規法案(FATCA)代碼是正確的。  
The FATCA code(s) entered on this certification (if any) indicating that I am exempt from FATCA reporting is correct.

如閣下為美國人士，閣下須同意以上聲明。美國國稅局並不要求閣下同意其他與避免後備預扣稅無關的條文。  
For a U.S. person, you are required to provide the certifications contained herein. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholdings.

第2部分：美國以外國家稅務居住地 Part 2: Tax Residence for the Country(ies) other than US

(2) 請填寫以下部分，包括(i)賬戶持有人的稅務居民身份及(ii)賬戶持有人於所顯示國家之納稅人識別號碼。如果賬戶持有人的稅務居民身份多於五個國家/地區，請提供另一張證明書。  
Please complete a table in the following section indicating (i) where the Account Holder is a resident for tax purposes and (ii) the Account Holder's Taxpayer Identification Number or its functional equivalent ("TIN") for each country/ jurisdiction indicated. If the Account Holder is tax resident in more than five countries/ jurisdictions, please provide a further certification.

稅務居住地國家/地區 <sup>^</sup> Country/ Jurisdiction of Tax Residence <sup>^</sup>	納稅人識別號碼 TIN	如沒有納稅人識別號碼，請提出原因A或B <sup>*</sup> If no TIN available, enter Reason A or B <sup>*</sup>
1.		
2.		
3.		
4.		
5.		

<sup>^</sup> 在此提供的資料將不會取代先前向銀行所提供的，所有先前提供的稅務居住地的資料(如有)將會繼續保留。  
The information provided here would not supersede all previous ones. All previous tax residence information provided (as the case may be) should remain unchanged.

<sup>\*</sup> 如沒有納稅人識別號碼，請提供相應的原因A或B如下：

If a TIN is unavailable, please provide the appropriate reason A or B as indicated below:

- 原因A：賬戶持有人(稅務居民)居住地國家/地區沒有給賬戶持有人發出納稅人識別號碼  
Reason A: The country/ jurisdiction where the Account Holder is resident for tax purpose but does not issue TINs to the Account Holder
- 原因B：不需要納稅人識別號碼(注意：選擇這原因是稅務居住地國家/地區不需要披露納稅人識別號碼)  
Reason B: No TIN is required (Note: Only select this reason if the authorities of the country/ jurisdiction of tax residence entered above do not require the TIN to be disclosed)

在此證明書第2部分所提供的聲明中所收集、保留和使用的資料是根據稅務條例第50C條(3)的要求用作於自動交換財務賬戶資料。  
The above certification provided in Part 2 is specifically required with respect to the collection, retention and use of the above data as necessarily required in section 50C(3) of the Inland Revenue Ordinance for a reportable account and a non-reportable account for the purpose of automatic exchange of financial account information.

本人確認及同意，(i)在此證明書中第2部分所收集的資料會被金融機構保留用作於自動交換財務賬戶資料，及(ii)有關資料、賬戶持有人資料及任何須申報賬戶均有可能被金融機構向香港特別行政區稅務局申報並且根據相關主管當局協議向賬戶持有人的稅務居住地的稅務機關交換有關財務賬戶資料。  
I acknowledge and agree that (i) the information contained in Part 2 on this certification is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding the Account Holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China in which the account(s) is/are maintained and exchanged with tax authorities of another jurisdiction or jurisdictions in which the Account Holder may be resident for tax purposes pursuant to the competent authority agreements to exchange financial account information.

在此證明書第2部分所提供的資料，本人亦確認知道，如果任何人作出誤導、虛假、不正確、明知故犯或胡亂的聲明，是屬於根據稅務條例所訂的罪行。(如果有犯上該罪行，一經定罪會被判罰第三級罰款(即港幣10,000元)。  
For the information provided in Part 2 of this certification, I also acknowledge that it is an offence under the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular knowingly or in a reckless manner. [A person who commits the offence is liable on conviction to a fine at level 3 (i.e. HKD10,000).]

## 職業 Your Occupation

公司名稱 Company Name _____ _____	公司地址 Office Address (選擇性填寫 Optional) 室 Flat/Room      樓 Floor      座 Block      大廈名稱 Name of Building _____ _____
街道號數及名稱 Number and Name of Street _____ _____	地區 District _____ <input type="checkbox"/> 香港 HK <input type="checkbox"/> 九龍 KLN <input type="checkbox"/> 新界 NT
業務性質 Business Nature _____ _____	公司電話 Office Tel. Number (選擇性填寫 Optional) _____ _____
職位 Position _____ _____	
現職年期 Years at Current Position _____ 年Y      _____ 月M	每月收入 Monthly Income HK\$ _____
閣下是否自僱人士 Are you self-employed? <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No 如屬自僱人士，請附上商業登記證及最近期之利得稅單及最近3個月之公司戶口月結單。 If yes, please enclose Business Registration Certificate and latest Profits Tax Demand Note and the latest 3-month company account statements.	

## 與銀行有關人士關係 Relationship with the relevant person(s) of the Bank

閣下是否本行、中信銀行股份有限公司或中國中信集團有限公司（包括其分行、其附屬公司及其聯屬公司）的董事 / 監事 / 行政總裁 / 僱員 / 小股東控權人 / 控權人（「控權人」，指單獨或連同其他相聯控權人持股5%或以上）或上述人士之親屬？

Are you, one of the following persons or their relatives: a director / supervisor / chief executive / an employee / minority shareholder controller / controller (holdings 5% or more shareholding alone or together with associates who are controllers) of the Bank, China CITIC Bank Corporation or CITIC Group Corporation (including their branches, subsidiaries and affiliates)?

是。(請填寫以下資料。) Yes. (Please complete the following information.)

上述有關人士之姓名 Name of the relevant persons	公司名稱 Company Name	在該公司任職的部門/職位 Department / Capacity in that Company	申請人 / 擔保人之姓名 Name of the Applicant / Guarantor	與申請人 / 擔保人之關係 Relationship with the Applicant / Guarantor

否，現時並不存在上述關係。 No, I confirm that, at present, there is no such relationship.

倘日後如存在關係更新，本人同意盡速以書面通知銀行。

I agree to notify the Bank promptly in writing if there is any change in the relationship subsequent to the signing of this Declaration.

## 選擇拒絕在直接促銷中使用個人資料之申請 Request for Opt-out from Use of Personal Data in Direct Marketing

本人確認已收並明白銀行的「關於《個人資料（私隱）條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」。

I acknowledge that I have received and understood the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data".

請在下列適當的方格內加上剔號 ("☑") Please check ("☑") the box(es) below where applicable

本人不希望銀行在經以下渠道作直接促銷中使用本人的個人資料：

I do not wish the Bank to use my personal data in direct marketing via the following channel(s) :

書信郵件 Post       電子郵件 E-mail       電話 Telephone       手機訊息 Mobile Message

(若客戶不希望銀行將其個人資料提供予其他人士，以供該等人士(不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處)在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報，請在下列方格內加上剔號 ("☑")。

(Please check ("☑") the box if Customer does not wish the Bank to provide his/her personal data to any other persons (whether or not any other member of the Group and/or any of their respective branches or offices) for their use in direct marketing whether or NOT for gain.)

本人明白銀行可能將本人的個人資料提供予任何其他人士，以供該等人士(不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處)在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報。本人不希望銀行將本人的個人資料提供予任何其他人士，以供該等人士(不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處)在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報。

I understand that the Bank may provide my personal data to other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property. I do not wish the Bank to provide my personal data to any other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property.

以上代表本人目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代本人於本申請前向銀行傳達的任何選擇。

The above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this request.

本人確認以上的選擇適用於就本申請之銀行「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」中所列出的產品、服務和/或標的類別的直接促銷。本人亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及本人的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。I acknowledge that my above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data". I may refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

註：指示將於銀行收到此申請後約10個營業日後生效。

Note: For the instruction to be effective, please allow approximately 10 business days from the date of receipt of this request.

## 貸款申請聲明及簽署 Applicant Declaration & Your Signature

1. 本人確認本人已詳閱、完全明白並同意受銀行就向本人提供的產品及服務不時發出的有關條款及細則約束包括但不限於Smart Plus分期貸款條款及細則、一般條款、產品資料概要及關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知(「適用條款」)。
2. 本人代表及保證本申請內所提供的資料及隨附的文件(如有)為真實及正確並授權銀行通過任何人士進行核實。本人亦同意如上述資料有任何改變,會立即通知銀行。
3. 本人同意銀行可以根據「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」及不時之修改版本使用本人的個人資料。
4. 本人確認本人從沒有於任何司法管轄區被頒佈破產令及,沒有向法院申請破產或意圖申請破產,本人確認本人沒有未曾擁有任何信用卡因未能履行合約而被取消信用卡,及本人亦確認現時沒有任何超出30日逾期還款之債務。
5. 本人同意及明白銀行會不時考慮環聯(電話:25771816)的信貸報告以決定是否接納本人之申請及作日後的信貸審查。如申請結餘轉戶,本人同意及明白銀行可能於貸款批核前再次查閱本人於信貸資料服務機構的信貸報告以決定是否辦理有關放款。本人明白如本人已啟動信貸凍結,銀行將無法查閱本人的信貸報告以繼續處理申請。為免延遲處理本人的申請,本人需解除信貸凍結。
6. 本人確認知悉本人可於每12個月向各信貸資料服務機構索取一份免費信貸報告。
7. 在不抵觸適用法律的情況下,本人謹此同意銀行實行向任何第三方,包括(但不限於)香港境內或境外的任何法律、規管、政府、稅務或執法團體披露及共用銀行向本人提供服務所需有關本人、本人的受益人和本人擔任其代理的第三方的資料、文件或證明(包括(但不限於)本人的個人和賬戶資料或紀錄),包括在必要情況下銀行為確立本人於任何司法管轄區的稅務責任所需的有關資料、文件或證明,並同意銀行將須申報賬戶向香港特別行政區稅務局申報,並且根據相關主管當局協議向賬戶持有人的稅務居住地的稅務機關交換有關財務賬戶資料。
8. 本人確認及同意,銀行的任何付款,包括銀行根據適用條款支付的任何款項,可能須按適用法律、規管、指令及指引(包括按任何外國法規定(定義見適用條款))被扣起和扣減。銀行按其全權酌情權決定該被扣起的任何款項可於銀行按其全權酌情權所決定任何的戶口或方式持有。
9. 本聲明及此申請表之其他部份的任何條文概無損害本人(或本人的代表)於本人與銀行之間的任何協議(包括(但不限於)適用條款)項下或就此所給予的任何同意、陳述、承諾或彌償保證,或承擔的任何其他義務或責任。
10. 本人明白銀行不會接受任何由第三方轉介之私人貸款申請,在此本人確認此申請並非由任何第三方轉介。
11. 本人確認及明白銷售人員之酬金制度,乃根據銷售人員在財務及非財務指標的工作表現而釐定,並非只著重於銷售表現。
12. 本人承諾如有任何狀況改變,影響本人在此申請所提供的稅務居住地資料或導致任何其他資料不正確,本人會通知銀行實行,並於該狀況改變的30天內提供新的證明書自我證明表格。
13. 本人同意銀行有權接受或拒絕此申請而毋須給予任何理由。

1. I confirm that I have read, understood and agree to be bound by all the relevant terms and conditions issued by the Bank that apply to all services and facilities provided or offered by the Bank to me from time to time including but not limited to Terms and Conditions for Smart Plus Installment Loan, General Terms and Conditions, Key Facts Statement and Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data ("Applicable T&Cs").
2. I represent and warrant that the information provided in this Application, and supporting documents (if any) are true and correct and authorize the Bank to verify them, including contacting the relevant parties. I also undertake to notify the Bank immediately of any changes to the above information.
3. I also consent to the use of my personal data in accordance with your Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data, as amended from time to time.
4. I confirm that no bankruptcy order has ever been made against me in any jurisdiction, and I am not subject to any current petitions for bankruptcy nor have any intention to file the same. I confirm that I did not own any credit card that was cancelled due to default payment and I further confirm that I do not currently have any overdue payment exceeding 30 days in respect of any of my indebtedness.
5. I agree and understand that the Bank may consider credit report from TransUnion (Tel: 2577 1816) from time to time in considering accepting my application and for ongoing review of my credit. For the application of Debt Consolidation, before loan approval, I agree and understand that the Bank may conduct checks with any Credit Reference Agency again in which to decide whether to proceed with the loan disbursement. I understand that if I have activated credit freeze, the Bank will not be able to access my credit report to proceed the application. To avoid delays in processing the application, I need to unfreeze my credit.
6. I acknowledge that I am entitled to request for a credit report from each credit reference agency without charge in any twelve-month period respective to each credit reference agency.
7. Subject to applicable laws, I hereby consent to the Bank to disclose and share information, documentation or certification concerning myself/ourselves, my beneficiaries and third parties for whom I am acting as agent, including but not limited to my personal and account information or records, with any third party, including but not limited to any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong as is required for the Bank to provide services to me, including where necessary to establish my tax liability in any jurisdiction and also reporting of any reportable account(s) that may be reported to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China in which the account(s) is/are maintained and exchanged with tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes pursuant to the competent authority agreement to exchange financial account information.

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8. I acknowledge and agree that any payment by the Bank, including any payment made under any of the Applicable T&Cs, may be subject to withholding and deduction as required under applicable laws, regulations, directives and guidelines, including under any Foreign Law Requirement (as defined in the Applicable T&Cs). Any amount as withheld may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
9. No provision in this declaration and other sections of this Application shall prejudice any consent, representation, undertaking or indemnity given by me (or on my/our behalf) or any other obligation or liability undertaken by me (or on my behalf) under or in connection with any other agreement between myself and the Bank, including but not limited to the Applicable T&Cs.
10. I understand that the Bank does not accept any personal loan application referred by any third party and I confirm that this Application is not referred by any third party.
11. I acknowledge and understand that the remuneration for sales staff is determined based on the staff's overall performance with reference to both financial and non-financial factors, and is not determined solely on sales performance.
12. I undertake to advise the Bank of any change in circumstances which affects the tax residency status of the individual identified in this Application or causes the information contained herein to become incorrect, and to provide the Bank with a suitably updated self-certification form within 30 days of such change in circumstances.
13. I agree that the Bank has the right to accept or reject this Application without giving reasons.

X

申請人簽署 Signature of Applicant

X

日期 Date

銀行專用 FOR BANK USE ONLY

LOSP no.				Campaign Code:				Customer Class:	
Branch Code:				0	0			Agent Code:	
Place of Birth from Identification Document _____						Checked By _____			



### Terms and Conditions for Smart Plus Personal Installment Loan:

These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which the customer has agreed to be bound by. The customer agrees that the application for and the granting of Smart Plus Personal Installment Loan, including Smart Plus Personal Installment Loan - Easy Loan / Smart Plus Personal Installment Loan - Tax Season Loan / Smart Plus Personal Installment Loan - Debt Consolidation (whichever is applicable) ("Loan") by China CITIC Bank International Limited ("the Bank") will be subject to these Terms and Conditions, the General Terms and Conditions of the Bank, related Promotional Terms and Conditions and such other terms as may be agreed between the customer and the Bank in relation thereto.

1. The Bank may in its absolute discretion refuse the customer's application or accept the customer's application for the Loan with a loan amount or tenor different from that stated in the customer's application without giving any reason. An application, once submitted, cannot be cancelled or amended.
2. The Bank reserves the right to determine the approved loan amount ("Loan Amount"), loan tenor ("Loan Tenor"), interest ("Interest") and interest rate (monthly flat rate), applicable fee rate, and other terms offered. Final details of the Loan granted will be confirmed in the Loan Confirmation Notice issued by the Bank. Approval of the Loan is subject to the information provided by the customer and is contingent upon the customer's credit condition and record (including but not limited to credit score provided by the Credit Reference Agencies) having met the credit requirements of the Bank. The Bank also reserves the right of final decision in respect of all applications and approvals of the Loan and is under no obligation to provide any reason. The Bank shall not in any event be liable for any consequences arising from or in connection with its refusal of the customer's application for the Loan.
3. The Bank may verify any information provided by the customer through any means with the relevant entity or persons and obtain such further information about the customer from such sources as it deems appropriate.
4. All the information provided by the customer to the Bank is true and complete and the customer undertakes to inform the Bank immediately in writing of any change in the information provided. The customer shall provide any additional information or document promptly which the Bank may require.
5. The Bank may communicate with or seek instructions from the customer through telephone, facsimile, Internet or such other method as the Bank may from time to time determine. In this connection, the customer consents to the Bank taking record of any such communication and/or instructions by such means and retaining it for such period as it considers appropriate.
6. **The Bank will charge a handling fee ("Handling Fee") for the entire term of the approved Loan Tenor, in an amount equals to the multiple of the number of year(s) of the Loan Tenor and an annual rate (currently at 1% per annum of the Loan Amount) as the Bank may at its discretion determine. The Handling Fee will be shown in the Loan Confirmation Notice and the Loan Repayment Schedule. The Handling Fee shall be non-refundable.**
7. **The Bank will charge an extension fee ("Extension Fee") for the extension of monthly repayment due date of the Loan as applied by the customer (subject to the approval by the Bank). If the extension period is within 28 days from the original loan repayment date which leads to a change of repayment due date of each month ("Change of Repayment Due Date"), the Extension Fee will be calculated by monthly flat rate on the Loan Amount and number of days extended on the basis of 365 (for ordinary years) or 366 days (for leap years) per year. If the extension period is a full month ("Repayment Holiday"), the Extension Fee will be calculated by monthly flat rate on the Loan Amount. No minimum amount will be applied.**
8. **Interest shall accrue on the Loan Amount on a monthly basis for the entire Loan Tenor, at such interest rate (monthly flat rate) which the Bank may in its absolute discretion determine. Interest shall be paid together with the Loan Amount on a monthly basis.**
9. **The Bank is authorized to deduct the Handling Fee (if any) from the Loan Amount at the time of advancement of the Loan, and auto-debit all Loan Amount, Interest, fees and charges payable in connection with the Loan from the customer's designated repayment account(s).**
10. After approval of the Loan application, the Bank will advance the Loan Amount to the customer in such manner as accepted by the Bank. If any part of the Loan Amount is applied to pay the outstanding balance of other bank(s) or financial institution(s), the Bank is authorized to directly pay the Loan Amount (in whole or in part) to the credit card or loan repayment account(s) designated by the customer and approved by the Bank ("Designated Accounts") for settlement of the total or part of the outstanding balances of the Designated Accounts, and (if applicable) any residue of the Loan Amount will be deposited in the customer's other designated deposit account with the Bank or with other bank ("Disbursement Account"). The Bank has the right to request the customer to cancel any or all the Designated Accounts or reduce the credit limit at any time without giving any reason. If the loan amount is not applied to pay the outstanding balance of other bank(s) or financial institution(s), the loan amount will be deposited in the customer's Disbursement Account. The Designated Accounts and Disbursement Account must be in the customer's sole name. Joint name or corporate accounts shall not be accepted.
11. In respect of the Smart Plus Personal Installment Loan - Debt Consolidation:
  - 11.1 If the Loan Amount is not enough to repay the customer's indebtedness under any Designated Account in full, the customer shall be responsible and pay for any shortfall.
  - 11.2 The customer shall be fully responsible for any extra costs and expenses incurred as a result of the settlement of the customer's indebtedness under the Designated Accounts with the Loan Amount.
  - 11.3 The customer shall continue to make repayment of the outstanding amounts owed to the other credit provider(s) under the Designated Accounts until receipt of the Loan Confirmation Notice issued by the Bank and the amounts owed to the credit provider(s) have been repaid in full. The Bank shall not be liable for any overdue payment, interest, charges or any other expenses incurred arising from the customer's failure to pay any amount owed to the credit provider(s).
  - 11.4 **If the customer reopens the Designated Account(s) which the customer has agreed to cancel and/or apply for any other installment loans, personal loans, overdrafts, credit cards or any other unsecured credit facilities within 12 months from the disbursement date of the Loan, the Bank shall be entitled to demand immediate repayment of all outstanding Loan Principal, Interest and other fees and charges under the Smart Plus Personal Installment Loan - Debt Consolidation.**
12. **The customer shall pay punctually to the Bank all Interest and/or fees from time to time determined by the Bank.**
13. The customer may apply for a top-up loan facility from the Bank, the customer may redraw the repaid principal amount of the Loan. The Bank is at its sole and absolute discretion and without the need to provide any reason to decide whether or not to accept the request for top-up loan facility.
14. The Loan Amount and the Interest shall be repayable by way of auto-debit by such number of monthly installments and in such installment amount as approved by the Bank, commencing from and on such date(s) as set out in the Loan Confirmation Notice issued by the Bank. The customer shall be liable to pay for all necessary charges from time to time determined by the Bank as a result of the failure of any auto-debit transaction due to whatever reason.



中信銀行(国际)

CHINA CITIC BANK INTERNATIONAL

15. If the repayment due date falls on any of 29th, 30th or 31st of each month and a particular month does not have such date, the last day of that month will become the due date of that month. In general, if the repayment due date for a particular installment of the Loan falls on a non-clearing day, the repayment due date will be the following clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.
16. **Repayments shall be applied firstly towards payment of all Interest and/or fees and other reasonably charges (including legal costs) payable to and incurred by the Bank in connection with the Loan; and secondly towards repayment of the amount of the Loan Amount.**
17. **If the customer fails to make repayment on any repayment due date, the customer shall pay late charge in such amount (currently at a monthly rate of 3%, i.e. a 36% annualized Overdue Interest Rate, no minimum amount of Overdue Interest will be applied) as determined by the Bank from time to time. Without prejudice to the aforesaid, the Bank may also require immediate payment of all outstanding sum (including Loan Amount, Interest, fees and other charges) owed by the customer upon the Bank's demand notwithstanding that they are not due for payment.**
18. **Partial prepayment will not be allowed. Full prepayment of the Loan shall be subject to the approval of the Bank. Upon approval of the full prepayment, the customer agrees to pay to the Bank a prepayment handling charge for full prepayment of the Loan at such rate (currently at 2% of the Loan Amount) as the Bank may at its discretion determine and the customer also agrees to pay to the Bank the entire outstanding Loan Amount (including any arrears but less the portion for payment of the Handling Fee) and Interest up to the next repayment date together with all fees and charges due under the Loan in full as at the time of approval immediately. The amount payable shall be calculated according to the Rule of 78 and the Bank has the right to apportion the monthly repayments (including those already paid to the Bank) between Interest and Loan Amount as the Bank deems appropriate.**
19. Except for the last Loan Tenor, if the monthly loan repayment amount payable ("Loan Repayment Amount") for the Loan occurs excess amount, the customer agrees the Bank to keep the entire excess amount for the next installment payment without any prior notice. The remaining outstanding amount will be debited from the customer's designated repayment account. The Bank may refuse to accept the amount payable if the excess amount is more than the Loan Repayment Amount. For the last Loan Tenor, the Loan Repayment Amount must be same as the outstanding amount of the Loan, interest, fees, charges and all other expenses (if any) payable under the Loan without any excess amount. The excess amount will not be refunded in any circumstances or for whatever reasons. The Bank may exercise its right refuse to accept the amount payable if the Loan Repayment Amount occurs excess amount.
20. Notwithstanding any other provision herein, the customer shall pay to the Bank all sums of money that are outstanding (including all Loan Amount, Interest, fees and other charges) immediately upon receipt of a written demand from the Bank.
21. The customer should inform the Bank as soon as possible of any difficulty in repaying your outstanding indebtedness to the Bank or servicing any loan over the credit period.
22. The customer agrees that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may at any time without prior notice, combine or consolidate any or all of the customer's accounts (wherever situate) with the customer's liabilities and set off or transfer any sum or sums standing to the credit of any of customer's accounts in or towards satisfaction of the liabilities to the Bank. Further, in so far as the customer's liabilities to the Bank are contingent or future, the Bank's liability to the customer to make payment of any sum or sums standing to the credit of any of the customer's accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for the customer's account in or towards discharging whichever part of the customer's liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by the customer.
23. The customer reimburses the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under the General Terms and Conditions or any Specific Terms and Conditions. The Bank may commission a debt collection agency to collect any overdue amount owed by the customer to the Bank. Without limitation to any other indemnity provided by the customer to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), the customer agrees to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of the customer providing misleading or false information or otherwise failing to comply with any requirement under the General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the customer's assets in the possession or control of the Bank or such amount(s) from any of the customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the customer under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between the customer and the Bank.
24. The customer agrees that during such time when the customer has any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of the customer's account or any of the customer's assets kept by the Bank for the customer or the proceeds thereof. The customer shall not be entitled to assign or transfer any of its rights and obligations hereunder.
25. During routine review on credit policy, the Bank would from time to time access the customer's credit data that provided by the Credit Reference Agencies. The information may be used for adjusting the customer's consumer credit amount of the Bank's existing credit facilities.
26. The Bank reserves the right to request the customer to present the true copy of the related documents at branches of the Bank.
27. The Bank may at its absolute discretion determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error).
28. Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.
29. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The customer agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
30. In the event of any inconsistencies between the English version and Chinese version, the English version shall prevail.

Remark: Customer needs to be aware that **early loan settlement handling fee, the entire outstanding Loan Amount (including any arrears but less the portion for payment of the Handling Fee) and interest up to the next repayment date are involved in early loan settlement.** For details, please refer to Key Facts Statement for Smart Plus Personal Installment Loan. The loan principal (i.e. Loan Amount) and interest are apportioned according to the Rule of 78, under which, the proportion of interest in each monthly repayment decreases gradually throughout the loan tenor. Please check with the Bank about the total amount involved before deciding to make early repayment.

### **\$mart Plus 分期貸款條款及細則：**

此等條款及細則為客戶同意受約束之一般條款中所指的特別條款。客戶可不時向中信銀行（國際）有限公司（「銀行」）申請 \$mart Plus 分期貸款，包括 \$mart Plus 分期貸款 - 「個個易」私人貸款 / \$mart Plus 分期貸款 - 稅季貸款 / \$mart Plus 分期貸款 - 結餘轉戶（以適用者為準）（「貸款」），並同意客戶之申請將受此等條款及細則、銀行之一般條款、有關推廣條款及細則以及客戶與銀行就有關事項所協定之其他條款及細則所限制。

1. 銀行有絕對酌情權可決定拒絕客戶之貸款申請，或以不同於客戶於申請表中所列之貸款金額或還款期接納客戶之貸款申請而毋須提供任何理由。申請一經遞交，將不能取消或更改。
2. 銀行保留權利決定提供之批核貸款金額（「貸款金額」）、貸款還款期（「貸款還款期」）、利息（「利息」）、適用收費之息率、利率（每月平息）和其他條款。貸款最終詳情將於銀行所發出之貸款確認通知書中確認。銀行可根據客戶所提供的資料並基於客戶的信貸情況和記錄（包括並不限於環聯資訊有限公司所提供的信貸評級）符合銀行的信貸要求而批核有關貸款。銀行亦保留所有就貸款申請和批核的最終決定權而毋須提供任何理由。在任何情況下銀行對拒絕客戶的貸款申請所引致或有關的後果沒有任何責任。
3. 銀行可核實客戶透過任何方式所提供之任何資料，並在其認為合適的情況下向有關機構或人士求證資料的真確性，並獲取進一步之資料。
4. 客戶向銀行提供的一切資料均為真確及完整，客戶承諾如提供的資料有任何更改，當立即書面通知銀行。客戶將盡快向銀行提供銀行可能需要的額外資料或文件。
5. 銀行可透過電話、傳真、互聯網或其他銀行不時決定的方式與客戶聯絡或索取指示。就此，客戶同意銀行記錄任何由該方式而索取之訊息及 / 或指示，並將其保存至本公司認為合適的時段。
6. 銀行將為整個批核的貸款還款期收取手續費（「手續費」），款項相等於貸款還款期的年數乘以銀行不時按其絕對酌情權釐定的年利率（現行收費按貸款金額每年1%計算）的款額。手續費將於貸款確認通知信和貸款還款表中確認。手續費將不獲退還。
7. 銀行將向申請延期每月還款日期或還款假期（須獲銀行批准）之客戶收取延期還款費用（「延期還款費用」）。若延期還款期為由原定之還款日期起計 28 日內而餘下期數之每月還款日期有所更改（「更改還款日期」），延期還款費用將以每月平息及延長之日數按貸款金額以每年 365 日（常年）或 366 日（閏年）為基準計算。若延期還款期為一完整月份（「還款假期」），延期還款費用將以每月平息按貸款金額計算。延期還款費用將於下一個還款日於還款戶口內扣除，不設最低延期還款費用。
8. 利息將根據貸款本金每月計算，銀行可按其絕對酌情權決定利率（每月平息）。貸款利息將隨貸款本金每月償還。
9. 銀行獲授權將從銀行批核的貸款金額內扣除手續費（如適用），始將餘款存入客戶之指定戶口內，並可從客戶指定的還款戶口中支取款項以償還有關貸款的貸款金額、應付利息、費用及 / 或收費。
10. 貸款申請獲批核後，銀行將按銀行接納的方法向客戶發放貸款金額。如發放貸款部份用以清繳其他銀行或財務機構戶口結欠，銀行獲授權將貸款金額（全數或部分）直接支付客戶指定並獲銀行批准的信用卡或借貸還款賬戶（「指定賬戶」）以償還指定賬戶的全數或部分未償款項，及餘下任何貸款金額（如適用）將存入客戶指定之銀行戶口或其他銀行戶口（「放款賬戶」）內。銀行有權於任何時候要求客戶取消任何或所有指定賬戶或降低指定賬戶的信用額而毋須提供任何理由。如發放貸款部份毋須用以清繳其他銀行或財務機構戶口結欠，所發放之貸款金額將存入放款賬戶。指定賬戶及放款賬戶必須為客戶個人名義擁有，聯名或公司賬戶恕不接納。
11. 關於 \$mart Plus 分期貸款 - 結餘轉戶：
  - 11.1 如批核的貸款金額不足以完全償還任何客戶指定賬戶的債務，客戶將承擔並支付任何差額。
  - 11.2 客戶將對任何以貸款清還客戶指定賬戶之債務所引致之額外支出及費用負全責。
  - 11.3 在未接獲銀行所發出之有關貸款確認通知書及在客戶與信貸提供者的有關借貸欠款全數清還之前，客戶須繼續償還對信貸提供者的未償款項。銀行對因客戶未能支付對信貸提供者的任何欠款所引致產生的任何過期還款、利息、收費或任何其他費用將不負責。
  - 11.4 倘若客戶於提取貸款日起計十二個月內重開上述已同意取消的指定賬戶及 / 或申請任何其他分期貸款、私人貸款、透支、信用卡或任何其他無抵押信貸服務，銀行有權要求客戶即時全數清還所有 \$mart Plus 分期貸款 - 結餘轉戶下結欠之貸款本金、利息、其他費用及收費。
12. 客戶將按時支付銀行不時規定的利息及 / 或收費。
13. 客戶可向銀行申請分期貸款加借服務，從已償還之貸款額中再提取款項。銀行有絕對酌情權可決定拒絕客戶之分期貸款加借服務申請而毋須給予任何理由。
14. 客戶將按照銀行就客戶的申請而作出批核並按貸款確認通知書中所列的期數、每期還款額及還款日於首期供款日開始償還貸款本金及利息。分期還款必須以自動轉賬形式支付。在任何情況下，如自動轉賬交易未能成功完成有關分期還款，客戶須負責支付一切有關之費用。
15. 如每月還款日為 29、30 或 31 號，而某月並沒有該等日子，該月的最後一日將會為該月的還款日。一般而言，如貸款某一期的到期還款日為非結算日，還款日則為下一個結算日。結算日指星期一至五香港銀行的對外營業時間。
16. 還款將首先用作支付就貸款而產生並應支付予銀行的所有利息及 / 或收費以及其他合理引致的費用（包括律師費用）；然後用作償還貸款本金的數額。



# 中信銀行(國際)

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17. 若客戶於任何供款日未能準時還款，客戶須向銀行支付銀行不時規定之逾期費用。(現行收費按逾期欠款數額之月息 3%計算，即逾期還款年化利率為 36%，逾期還款利息不設最低金額)在不影響前述的前提下，若客戶未能如期償還任何欠款，縱使有部分未償還貸款仍未到期支付，銀行有權要求客戶即時償還尚欠銀行的全部款項(包括貸款金額、利息、收費以及其他費用)。
18. 銀行不會接受任何提早償還部份貸款的要求。如客戶需提早償還全部貸款，則必須獲得銀行事先批准。在獲得銀行批准提早償還全部欠款後，客戶同意支付銀行不時按其絕對酌情權釐定的提早償還貸款手續費(現行收費按批核貸款金額的 2%計算)，並必須立即償還整筆結欠貸款本金(包括已到期欠款及未繳手續費)及計算至下一個還款日的利息，連同所有該貸款到期之費用及收費。繳付的金額會按「78 法則」計算，銀行有權以其認為合適的方法分攤每月還款金額中的利息及貸款本金(包括已向銀行繳付之還款額)。
19. 除最後一期外，若客戶每月支付應償還有關貸款的貸款金額(「還款金額」)出現餘數，客戶同意銀行可不用預先通知而保留整筆餘數作為預付金額，用作抵銷下一期還款金額，餘下之應繳款額則從客戶之指定的還款戶口中扣除。若餘數多於每月的還款金額，銀行有權不接受該還款金額。關於最後一期，還款額須依戶口尚欠之貸款餘額、利息、手續費，及其他應繳費用(如適用)之準確銀碼償還而沒有餘數。在任何時間及因任何原因，客戶不可向銀行取回該餘數。若客戶償還之金額出現餘數，銀行有權不接納該還款金額。
20. 儘管此等條款有其他的規定，客戶同意在收到銀行書面要求時，立即償還所有欠付金額(包括全部貸款本金、利息及 / 或收費以及其他一切費用)。
21. 客戶於信貸期限內在還款或供款方面有任何困難，應儘快通知銀行。
22. 客戶同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將客戶任何或所有賬戶(無論位於何處)與客戶欠付銀行的債務結合或綜合並將客戶任何賬戶結餘的金額抵銷或轉移以清償欠付銀行的債務。並且，若某些欠款未到期支付或因某些待發事件尚未需要償還，銀行有權暫停支付相等於欠款額的賬戶存款給客戶，直至欠款到期支付或此待發事件發生為止。銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制客戶之賬戶以償還銀行認為恰當之債務部份之任何款項。任何該等撥用款項均凌駕客戶任何以往宣稱之款項撥用。
23. 客戶同意彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支(包括合理法律費用)。銀行可委託收賬公司收取任何客戶等欠付銀行之任何逾期款項。客戶亦同意就銀行因客戶提供含誤導成分或錯誤的資料，或無遵守此條款及細則或任何特別條款的任何規定而蒙受或招致的任何損失或成本費用(包括稅項、利息或罰金)，向銀行作出彌償。銀行有權從客戶的資產或客戶在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本條款下可能結欠的任何款項。儘管客戶與銀行的銀行業務關係終止，此項彌償將繼續。
24. 客戶同意在欠付銀行任何債務(現時及將來、共同或各別、直接或間接或實有或有的)的期間，不可抵押、轉讓、出售、轉移，或處置客戶等賬戶或銀行代客戶保管任何客戶之資產或其所得的任何部份的權利，或對其設置任何產權負擔或第三方權益。貸款屬客戶個別持有，客戶不得轉讓或轉移其在本條款及細則下的任何權利及責任。
25. 銀行會定期檢討信貸政策，並會不時查閱由信貸資料服務機構提供信貸評估報告。根據有關信貸評估報告，現時客戶於銀行之所有產品之信貸額或會被相應調整。
26. 銀行保留權利要求客戶親臨銀行分行提供客戶有關個人資料正本以作核對之用。
27. 銀行可按其絕對酌情權決定任何與貸款有關的事項，而所有有關決定為最終的，並對客戶有約束力的(除有明顯的錯誤外)。
28. 除本條款及細則另有明文訂明外，本條款及細則訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第 623 章)的規定強制執行本條款及細則的條款或享有其利益。倘本條款及細則的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行本條款及細則任何條款，則協議訂約方保留權利可在毋須該第三方同意的情况下修改該條款或本條款及細則任何其他條款。
29. 本條款及細則受香港特別行政區的法律管制，並按其解釋。客戶同意香港特別行政區的法院有非專屬管轄權。
30. 本條款之中、英文版本如有差異，概以英文版本為準。

註: 提前清還貸款須支付**提早償還手續費、整筆結欠貸款金額(包括扣除手續費部份之後已到期欠款)**及截至下一個月還款日的利息，詳情請參閱現時的 \$mart Plus 分期貸款產品資料概要。貸款本金(即貸款金額)及利息以「78 法則」按月攤分，而其中的利息在每月還款金額所佔之比重隨還款期遞減。因此，建議客戶應先向本行查詢提前還款的總金額及考慮所涉及的手續費，才決定是否選擇提前還款。

## General Terms and Conditions

To : China CITIC Bank International Limited

In consideration of China CITIC Bank International Limited (中信銀行(國際)有限公司) (the "Bank") agreeing to provide and/or continue to provide its services and facilities to me/us, I and each of us agree to be bound by the following General Terms and Conditions:-

### 1. Application and Service

- 1.1 These General Terms and Conditions shall, unless otherwise determined by the Bank or stated in the applicable Specific Terms and Conditions, apply to all services and facilities provided or offered by the Bank to me/us from time to time.
- 1.2 The Bank will from time to time offer a wide range of services and facilities to its customers (each of such services or facilities is called a "Service"). Each of the Services will be provided by the Bank subject to these General Terms and Conditions, a set of the Bank's further terms and conditions (the "Specific Terms and Conditions") and/or such other terms and conditions as the Bank may notify me/us from time to time. I/We may apply to the Bank for any one or more of the Services in writing, by telephone or such other means as may be acceptable to the Bank. The Bank shall have the sole discretion in deciding whether to provide any of the Services to me/us. I/We undertake to obtain from the Bank the Specific Terms and Conditions applicable to the relevant Service before applying for the same. I/We also undertake not to utilize any of the Services unless and until I/we have received, read, fully understood and agreed to the applicable Specific Terms and Conditions. I/We will be deemed to have received and agreed to the applicable Specific Terms and Conditions if I/we utilize the relevant Service.
- 1.3 These General Terms and Conditions together with the applicable Specific Terms and Conditions supersede all the previous agreements between me/us and the Bank in respect of the relevant Service. This applies to Services applied for in my/our sole name and, subject to the agreement to be bound by these General Terms and Conditions by the other joint account holders or partners (as the case may be), in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partners. For the avoidance of doubt, utilization of any Service by me/us will be subject to these General Terms and Conditions and the applicable Specific Terms and Conditions.
- 1.4 The Service may be applied for by me/us in my/our sole name, in the joint names of myself/ourselves and other persons or in the name of a partnership of which I am/we are partner(s) or some of the partner(s). Whether or not I/we have signed the relevant application form or mandate with my/our other joint account holders or partners, I/we agree to be jointly and severally liable for all agreements, obligations, powers, authorities and liabilities with my/our other joint account holders or partners in respect of such Service.
- 1.5 Documents submitted to the Bank in connection with my/our application for any Service will not be returned.
- 1.6 In the event of conflict between these General Terms and Conditions and any of the Specific Terms and Conditions, the Specific Terms and Conditions will prevail in respect of the applicable Service.
- 1.7 The Bank shall be entitled from time to time to impose any limit whether in transaction amount, operating procedures or otherwise on the use of any Service and such limit shall be determined by the Bank at its discretion.

### 2. Instruction

- 2.1 I/We agree that the Bank may rely upon and act in accordance with instructions given to the Bank in connection with any Service offered to me/us or any of my/our accounts maintained by me/us with the Bank in the following manner:
  - (a) Instructions in writing signed by me/us or such number of authorized signatories appointed under the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates (each an "Authorized Signatory" and collectively the "Authorized Signatories"), or if the instruction does not relate to any account, signed by me/us or such number of Authorized Signatories appointed under the mandate for account operation or any letter of authority of any of my/our accounts, in each case with such signature specified in the mandate for account operation or any letter of authority of any account maintained by the Bank (including the relevant accounts) in original or, if approved by the Bank, sent to the Bank by fax provided that the Bank may, but is not obliged to, refuse to rely upon and act in accordance with an instruction signed by any Authorized Signatory with a signature different from that as specified in the mandate for account operation or any letter of authority of any of the relevant accounts to which the instruction relates;
  - (b) Instructions, if approved by the Bank, given to the Bank by telephone, through the Internet, other electronic means or other means as approved by the Bank if the person giving the instruction can (i) quote the account number of the account(s) to which the instruction relates, or if it does not relate to any account, the account number of any of my/our accounts; (ii) if required by the Bank, quote the personal identification number assigned by the Bank to me/us or any of the Authorized Signatories of the relevant account (each a "PIN"); (iii) if required by the Bank, produce such digital certificate of myself/ourselves or of any of the Authorized Signatories acceptable to the Bank; and (iv) produce or quote such other information as may be requested by the Bank, notwithstanding that the mandate for the relevant account may provide for account operation by more than one person.
- 2.2 The instructions referred to in paragraph 2.1 above include but are not limited to the application for any Service and the operation thereof, the honouring of any cheque, draft, order to pay, bill of exchange and promissory note, the issuance of any letter of credit, guarantee, indemnity or counter-indemnity, the discounting of any bill endorsed on my/our behalf, the purchase or sale of or other dealings in securities, foreign exchange, interest rate transaction or investment, the order to withdraw any or all money on any of my/our accounts or to deliver or deal with any securities, deeds or other property whatsoever from time to time in the Bank's possession for my/our account.
- 2.3 The Bank may refuse to accept any instruction upon such grounds as it deems fit.
- 2.4 Without prejudice to paragraph 2.3 above, the Bank shall not be liable for any consequence arising out of its failure or delay in the execution of instructions referred to in paragraph 2.1 above owing to insufficient funds and/or credit facilities in my/our account; provided that if the Bank shall at its discretion decide to execute the instructions notwithstanding such insufficiency, the Bank may do so without seeking prior approval from or notice to me/us and I/we shall be responsible for the resulting overdraft, advance, credit and all charges thereby created and incurred with interest thereon at a rate determined by the Bank at its discretion.
- 2.5 I/We undertake to: (a) keep and procure each Authorized Signatory to keep his PIN secret and his digital certificate safe and if I/we and each of the Authorized Signatories act in good faith and is diligent in safeguarding his PIN and digital certificate, I/we shall not be liable to the Bank for any unauthorized transactions made pursuant to instructions given through the Internet or electronic means; (b) inform the Bank as soon as reasonably practicable if I/we know or suspect that, any unauthorized person knows my/our PIN or the PIN of any of the Authorized Signatories or that unauthorized transactions have been effected and if I/we fail to do so I/we shall be liable for any unauthorized transactions made; and (c) be liable



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- for all losses if I/we or any Authorized Signatory acts fraudulently or with gross negligence including failing to properly safeguard my/our PIN or the PIN of any of the Authorized Signatory. However, I/we shall not be liable for indirect, special or consequential loss or damages.
- 2.6 Subject to paragraph 2.5 above, I/we shall not be responsible for any unauthorized transaction effected pursuant to any instruction given through automated telephone systems, the Internet or electronic means caused by: (a) a computer crime not prevented by the security system of the Bank; (b) a human or system error caused by the Bank resulting in an improper transaction leading to lost or misplaced funds; or (c) a missed or mis-directed payment caused by the Bank. I/We shall be entitled to reimbursement from the Bank for interest or late penalties incurred by me/us for missed payments attributable to the foregoing causes (a), (b) and (c).
- 2.7 In respect of instructions other than given through automated telephone systems, the Internet or other electronic means approved by the Bank, I/we shall, in the absence of negligence or wilful default on the part of the Bank, hold the Bank harmless and indemnify the Bank against all actions, proceedings, demands, claims, liabilities, damages, losses, reasonable costs and expenses howsoever arising, directly or indirectly, out of transactions effected in accordance with any instruction referred to in paragraph 2.1 above, or the Bank's failure to execute any such instruction or enforcement of the Bank's rights under this paragraph. This indemnity shall continue notwithstanding any termination of my/our account or these General Terms and Conditions or any Specific Terms and Conditions.
- 2.8 If any instruction is to be given through the Internet or other electronic means or if access to any Service may be gained through the Internet or other electronic means, I/we warrant to the Bank as follows:
- (a) I/we and my/our Authorized Signatories will not gain access to any Service in any country or jurisdiction where the offering of the same by the Bank is not lawful or where these General Terms and Conditions or the applicable Specific Terms and Conditions may not be enforceable by the Bank against me/us;
- (b) I/we and my/our Authorized Signatories will not, and will not attempt to, reverse engineer, decompose, disassemble or otherwise tamper with any software relating to any Service;
- (c) I/we and my/our Authorized Signatories will ensure that the browser cache memory will be cleared as soon as I/we sign off each time after having gained access to any Service through use of computer and I/we will exit the browser immediately after each use of any Service through use of computer.
- 2.9 The Bank may record my/our telephone conversations with the Bank made in the course of business.
- 2.10 If the Bank shall provide any software, computer system, user guide or other facilities to me/us to facilitate me/us in the giving of instructions to the Bank, I/we will exercise all reasonable care in their use and shall return them to the Bank immediately upon its request. I/We understand that the Bank makes no representation or warranty of any kind, express or implied, with respect to these facilities and their use. These facilities shall remain the property of the Bank or its supplier at all times.
- 2.11 Any transaction effected pursuant to an instruction given to the Bank may be considered concluded only if the Bank has confirmed the same to me/us.
- 2.12 The Bank may accept the digital signature of myself/ourselves or any of the Authorized Signatories supported by a digital certificate tendered to the Bank issued by such certification authority as may be acceptable to the Bank. The Bank is entitled to treat such digital signature as the manual signature of the relevant person.
- 2.13 The Bank may presume the correctness of the information contained in a digital certificate tendered by me/us or any of the Authorized Signatories if the relevant digital certificate was published in a repository.
- 2.14 I/We understand due to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of instructions at prices different from those prevailing at the time instructions were given, misunderstanding and errors in any communication between the Bank and me/us, transmission blackouts, interruptions and so on.
- 3. Statements**
- 3.1 Unless otherwise determined by the Bank, a consolidated monthly statement of account summarizing the transactions effected through such of the Services utilized by me/us and selected by the Bank during the preceding month will be issued by the Bank as soon as practicable. The Bank will also issue a monthly statement of account summarizing the transactions effected through each Service utilized by me/us which is not covered by the consolidated monthly statement of account (other than Services for which a passbook is provided to me/us, Services with no transaction having been effected since the date of the last statement of account, accounts with the balance as at the end of the relevant month being less than such amount as may be notified by the Bank from time to time and loan accounts) during the preceding month will be issued by the Bank as soon as practicable. Monthly statements of account will be sent to me/us by mail, electronic means or such other means as the Bank may determine from time to time.
- 3.2 I/We undertake to verify the correctness of each statement of account and transaction confirmation received from the Bank within ninety (90) days from the receipt thereof of any discrepancies, omissions or debits wrongly made to or inaccuracies or incorrect entries in the Bank's record of transaction, statement of account and transaction confirmation as so stated. At the end of the ninety (90) day period commencing from the date of the relevant statement of account or transaction confirmation, the Bank's record of transactions and the details of the transactions as set out in such statement of account or transaction confirmation shall be conclusive evidence without any further proof that the Bank's record of transaction and the details in such statements of account or transaction confirmation are correct except as to any alleged errors so notified.
- 3.3 Notwithstanding anything aforesaid, the Bank shall be entitled to revise any statement of account or transaction confirmation previously sent to me/us to correct any details contained therein which have been wrongly or mistakenly made by the Bank. I/We agree that paragraph 3.2 above shall also apply to such revised statements of account or transaction confirmation.
- 3.4 Except as provided above and notwithstanding anything to the contrary in these General Terms and Conditions, the Bank shall be free from all claims in respect of the details of the transactions as set out in the statements of account notwithstanding any incorrectness of the details of the transactions as set out in the statements of account.

**4. Customer Data**



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- 4.1 I/We agree that the data, documentation or certification concerning myself/ourselves, my/our beneficiaries and third parties for whom I/we are acting as agent requested by the Bank from time to time is required in order for the Bank to provide services to me/us and I/we agree to provide such data, documentation or certification as requested by the Bank. If I/we fail to provide the same to the Bank, the Bank may not be able to provide any service or facility to me/us and the Bank may close, transfer or suspend any service or facility. I/We may always contact the Data Protection Officer of the Bank to gain access to and request correction or amendment to such data.
- 4.2 I/We agree that the data, documentation or certification requested by the Bank referred to in paragraph 4.1 above, together with my/our other data obtained by the Bank from time to time and other data, documentation or certification that the Bank or any member of the Bank's group of companies may require in respect third parties, including but not limited to my/our personal and account information or records, may be disclosed to members of the Bank's group of companies, and may be disclosed by the Bank or any member of the Bank's group of companies to third parties including but not limited to any person, government body, agency or regulator, whether or not established under laws of the Hong Kong Special Administrative Region ("Hong Kong"), as required under any Foreign Law Requirement (as defined below).  
"Foreign Law Requirement" means any obligation imposed on the Bank pursuant to any future or present (i) foreign laws (including foreign laws in respect of which the Bank reasonably considers itself bound and including any laws or regulations of the People's Republic of China); (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government or regulator; (iii) under agreements entered into between the Bank and a foreign government or regulator; or (iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii). For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank pursuant to FATCA (as defined below) and as amended, superseded or introduced from time to time.  
"FATCA" means (i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amendment or successor version thereof (the "USIRC"); (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with the USIRC including as entered into by the government of Hong Kong; (iii) agreements between the Bank or any member of the Bank's group of companies and the United States of America ("US"), US Internal Revenue Services or other regulator or government agency pursuant to or in connection with the USIRC; and (iv) any laws, rules, regulations, interpretations, guidelines, guidance or practices adopted in the US, Hong Kong or elsewhere pursuant to any of the foregoing.
- 4.3 Pursuant to paragraph 4.2 above, any such person or entity may use such data for such purposes as are respectively set out in the "Notice of Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" of China CITIC Bank International Limited from time to time.
- 4.4 (Applicable where the customer is an individual or consists of individuals) I/We may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether the Bank holds data about me/us and have access to such data upon paying such fees as may be imposed by the Bank; (b) require the Bank to correct any data relating to me/us which is inaccurate; (c) ascertain the Bank's policies and practices in relation to personal data; (d) request the Bank to inform me/us of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (e) request the Bank to provide me/us with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (f) require the Bank to cease using my/our personal data for its marketing purposes without charge.
- 4.5 I/We agree that the Bank may provide to any person who has given or who proposes to give a guarantee or a third party security to secure any of my/our liabilities with a copy or summary of the contract evidencing the obligations to be guaranteed or secured, copies of any formal demand for overdue payment sent to me/us, my/our statements of account and such of my/our other data as the Bank may deem fit.
- 4.6 I/We hereby warrant that I/we will obtain the prior consent of my/our referees and any other third party whose personal data you disclose as required under this clause 4 before giving their names and other personal data to the Bank.
- 4.7 I/We hereby warrant that all information provided by me/us to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.
- 4.8 I/We undertake to notify the Bank in writing promptly (and in any event within 30 calendar days of the relevant change) of any change of address or contact telephone number or other personal particulars recorded with the Bank including information about persons referred to in clause 4.2.
- 4.9 I/We waive any claims to confidentiality in respect of data or information disclosed for the purpose of the Bank exercising its rights under this clause 4.
- 5. Consent to deduct, withhold and block**
- 5.1 I/We acknowledge and agree that notwithstanding any other provision of these General Terms and Conditions or any Specific Terms and Conditions, any payments by the Bank under General Terms and Conditions or any Specific Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements. Any amount withheld under this paragraph 5.1 may be held in whatever account or in whatever manner determined by the Bank at its sole discretion.
- 5.2 The Bank will not be liable for any gross up, loss or damage suffered as a result of exercising its rights under paragraph 5.1.
- 5.3 I/We acknowledge and agree that any transaction, payment or instruction may be delayed, blocked, transferred or terminated where required for the Bank to meet its legal obligations including those under any Foreign Law Requirement.
- 6. Right of Set-Off and Appropriation**
- 6.1 I/We agree that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may at any time without prior notice, combine or consolidate any or all of my/our accounts (wherever situate) with my/our liabilities and, in case where we are a corporation, the liabilities of any member of our group of companies to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the credit of any of my/our accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as my/our liabilities to the Bank are contingent or future, the Bank's liability to me/us to make payment of any sum or sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. For this purpose and any other purpose where this term is used in these General Terms and Conditions, the expressions "group of companies" and "subsidiary" bear the same meaning ascribed to it in Companies Ordinance.



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6.2 The Bank shall have the right to appropriate either at the time of payment or at any time thereafter any money paid to the Bank or otherwise coming into the Bank's possession or control for my/our account in or towards discharging whichever part of my/our liabilities to the Bank as the Bank shall think fit. Any such appropriation shall override any purported appropriation by me/us.

#### **7. Investment Information**

7.1 I/We fully understand that any transaction effected by me/us through use of any Service shall be made ultimately upon exercise of my/our own judgment and at my/our own discretion notwithstanding any information, suggestion or documents the Bank may have provided to me/us.

7.2 I/We request the Bank to contact me/us on investment opportunities which the Bank believes may be of interest to me/us. However, I/we understand that the Bank is not obliged to provide me/us with any financial, market or investment information, suggestion or recommendation, but if it does so, it does not act as an investment adviser.

7.3 Any information, suggestion or recommendation communicated to me/us by the Bank are based on information obtained from sources believed by the Bank to be reliable, are for my/our own use and consideration only and will not constitute an offer to sell any investment to me/us.

7.4 I/We agree that in the absence of negligence on the part of the Bank, the Bank will not be liable for any inaccuracy or incompleteness of any information provided by the Bank or the performance or outcome of any transactions effected by me/us after receipt of such information.

7.5 Any exchange rate, interest rate, price of securities or other similar information quoted to me/us is for my/our reference only and shall not be binding on the Bank unless confirmed by the Bank for a transaction.

#### **8. Fees and Charges**

8.1 The Bank may impose fees or charges for providing any service. Such fees and charges are detailed in the Bank's schedule of charges published from time to time and displayed at the Bank's premises. The schedule will be provided to me/us upon request. The Bank may revise the fees and charges applicable to any Service utilized by me/us at its discretion upon prior notice to me/us. Charges not set out in the schedule will be advised when the Services for which the charges are imposed are applied for by me/us or upon my/our request. The Bank may debit fees and charges to any of my/our accounts.

8.2 The Bank may impose service charges if:-

(a) the balance on any of my/our accounts is below such minimum balance requirement for the time being specified by the Bank;

(b) the average aggregate daily credit balance of any of my/our accounts with the Bank (as determined by the Bank) in any time period specified by the Bank is below the amount for the time period stipulated by the Bank for such purpose; or

(c) no transaction has been effected through any of my/our accounts (other than interest payment or payment of any fees or charges) for a continuous period as specified by the Bank for the time being, irrespective of the amount of the balance on such account.

8.3 The Bank may impose such penalty or other charges in accordance with the schedule of charges published from time to time by the Bank if I/we overdraw my/our accounts.

8.4 The Bank reserves the right to levy deposit charges on all accounts in accordance with any rules of any regulatory bodies of the Bank as the same may from time to time be in force.

8.5 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to me/us or transact for me/us and retain such fees or charges for its own benefit. The Bank may accept rebates, fees and other forms of payment from any person in respect of any transaction effected for me/us and retain the same for its own benefit.

8.6 I/We will reimburse the Bank of all its reasonable costs and expenses (including reasonable legal costs) incurred by it in connection with the enforcement of its rights under these General Terms and Conditions or any Specific Terms and Conditions.

#### **9. Deposits and Withdrawals**

9.1 All cheques and other monetary instruments are accepted for my/our account at the discretion of the Bank and are credited subject to their being paid during banking hours of the Bank, unless otherwise permitted at the Bank's discretion. No interest will be paid on any funds credited into any of my/our interest bearing accounts until such funds have been actually received by the Bank during banking hours of the Bank and in the case of credit by way of remittance, receipt of confirmation from the relevant correspondent bank of the remittance by the Bank during banking hours of the Bank (whichever is later). The Bank is entitled to debit its charges, fees and expenses and the value of any items subsequently returned unpaid to my/our account. Funds received by the Bank for my/our account by way of remittance will be credited into my/our account within a reasonable time after receipt of confirmation from the correspondent bank by the Bank.

9.2 If any money received by way of remittance or any instructions from any third party in the currency other than the currency of the account specified, the Bank may in its discretion without notice to me/us convert the funds to be credited into the currency of such account at the Bank's prevailing rates of exchange for value on the date when the funds is credited.

9.3 All withdrawals or investment may only be made by me/us against sufficient cleared funds in my/our relevant accounts. Any withdrawal or investment made on the assumption that funds will be cleared but not so cleared will be reimbursed by me/us immediately upon the Bank's demand. All cheques or monetary instruments will be purchased or discounted by the Bank on this basis.

9.4 Funds are sent entirely at my/our own risk and the Bank shall have no responsibility to me/us for any mutilation, interruption, omission, error, neglect, default, mistake, delay, diminution or unavailability of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the Bank or its correspondent, agent or its employee or through any other cause beyond its control.

9.5 Withdrawals from any of my/our accounts maintained with the Hong Kong office of the Bank may only be made in Hong Kong although, if the Bank agrees, withdrawal may be made at another branch of the Bank outside Hong Kong.

9.6 No payment to the Bank shall discharge any of my/our obligations or liabilities unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred. If an amount due to the Bank from me/us in one currency is received by the Bank in another currency, my/our obligations to the Bank in respect of such amount shall only be discharged to the extent that the Bank may purchase the first currency with the second currency in accordance with normal banking procedures. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, I/we shall indemnify the Bank against the shortfall. If and to the extent that I/we fail to pay any amount denominated in a currency other than Hong Kong dollar on demand, the Bank may in its discretion without notice to me/us purchase at any time thereafter so much of such currency as the Bank considers necessary or desirable to cover my/our obligations and liabilities in that currency at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the



Bank) for purchasing that currency with Hong Kong dollar and I/we hereby agree to indemnify the Bank against the full Hong Kong dollar cost incurred by me/us for such purchase.

**10. Joint Accounts and Partnership Accounts**

10.1 In respect of accounts in the names of or opened by two or more persons, (a) all agreements, obligations, powers, authorities and liabilities of the joint account holders to the Bank in connection with such account shall be joint and several; (b) upon the death of any joint account holder the balance (if any) standing to the credit of such account and any investments and properties of any description held in the joint names of the account holders shall, subject to applicable laws, belong to the survivor(s) thereof. In the event the title of an account bears the names of more than one person, whether such names are stated in a disjunctive, conjunctive or other manner in the title, such account shall be deemed to be an account in the names of or opened by all such persons as joint account holders. Any cheques, instruments of payment or sums expressed to be payable to us or any of us or for any account(s) in our joint names or in the name of any of us may be credited into such joint account(s).

10.2 If we are a partnership, (a) the agreements, obligations, powers, authorities and liabilities of each of us shall be joint and several; (b) these General Terms and Conditions and any applicable Specific Terms and Conditions shall continue to bind us notwithstanding any change in our constitution, name or membership by reason of death, bankruptcy, retirement, disability, or admission of new partners or the occurrence of any other event which may dissolve the partnership or otherwise affect our obligations thereunder; (c) upon any partner ceasing to be a member of our partnership by death or otherwise, the Bank may in the absence of written instruction to the contrary from us or any of us or the personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partners for the time being as having full power to carry on the business of our partnership.

**11. Security in favour of third party**

11.1 I/We agree that I/we shall not, during such time when I/we have any liabilities (present and future, joint or several, direct or indirect, actual or contingent) to the Bank, charge, assign, sell, transfer or create any encumbrance or deal with or grant any third party rights over or against any part of my/our account or any of my/our assets kept by the Bank for my/us or the proceeds thereof.

11.2 I/We irrevocably appoint the Bank to be my/our agent, and in my/our name or otherwise on my/our behalf to sign, execute, deliver, perfect and do all instruments, acts and things which may be required or which the Bank shall think fit for carrying out any of my/our obligations under these General Terms and Conditions or any Specific Terms and Conditions and of the security granted thereunder. I/We ratify and confirm and agree to ratify and confirm any instrument, act and thing which such attorney may lawfully execute or do.

**12. Limitation of Liability**

12.1 I/We agree that except in the case of negligence or wilful default and subject to paragraph 2.5 above, the Bank will not be liable for any action or omission to act in connection with any of my/our accounts or any service provided by the Bank including the following:-

(a) the operation of any of my/our accounts and the provision of any of the Services by the Bank;

(b) the availability of any of the Services being restricted or affected by any cause or for whatever reason;

(c) the acts, omission, negligence or default of any correspondent, broker, agent, custodian or other parties involved in any transaction;

(d) the reliance upon any instruction by the Bank in accordance with these General Terms and Conditions which the Bank believes in good faith to be given by me/us or my/our relevant Authorized Signatories notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such instructions;

(e) the diminution or unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or strike, or other similar causes beyond the Bank's control.

12.2 In no event will the Bank be liable for my/our loss of profit, indirect, special or consequential damages.

**13. Indemnity**

Without limitation to any other indemnity provided by the me/us to the Bank or any member of the Bank's group of companies under any arrangement or agreement (including but not limited to the General Terms and Conditions and any Specific Terms and Conditions), I/we agree to indemnify the Bank and any member of the Bank's group of companies against any loss or cost it suffers or incurs, including taxes, interest or penalties, as a result of me/us providing misleading or false information or otherwise failing to comply with any requirement under these General Terms and Conditions or any Specific Terms and Conditions. The Bank is entitled to withhold, retain, or deduct such portion from the my/our assets in the possession or control of the Bank or such amount(s) from any of the my/our accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the me/us under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between me/us and the Bank.

**14. Certificate of Indebtedness**

14.1 A certificate issued by the Bank stating the amount due and payable by me/us to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purpose of legal proceedings.

14.2 Records of my/our dealings with the Bank kept by the Bank (including records contained in computer, microfilm, books and other records of the Bank) shall constitute conclusive evidence unless (a) the Bank has failed to exercise reasonable skill and care in respect of any such computer record, microfilm, books and records, (b) the contents of any such computer records, microfilms, books and records are the result of forgery or fraud of any employee, agent or servant of the Bank or (c) the contents of any such computer records, microfilms, books and records are the result of the wilful default or gross negligence of the Bank or any of its employees, agents or servants.

14.3 The Bank may commission a debt collection agency to collect any overdue amount owed by me/us to the Bank.

14.4 I/We understand I/we should inform the Bank as soon as possible of any difficulty in repaying my/our outstanding indebtedness to the Bank or servicing any loan over the credit period.

**15. Miscellaneous**

15.1 If any one or more of the provisions contained in these General Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.



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- 15.2 (a) These General Terms and Conditions and any Specific Terms and Conditions shall benefit and be binding on the Bank and me/us, their respective successors and subject to this paragraph 15.2, any permitted assignee or transferee of some or all of the Bank's rights or obligations under this agreement.
- (b) I/We may not assign or transfer all or any of my/our rights or obligations under these General Terms and Conditions or any Specific Terms and Conditions.
- (c) The Bank may transfer all or part of the Bank's rights, benefits and obligations under these General Terms and Conditions and/or any Specific Terms and Conditions and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about me/us as the Bank may think fit for the purposes of such contractual arrangements.
- 15.3 I/We acknowledge and agree that I am/we are fully responsible for my/our own tax affairs, and that I am/we are solely liable for understanding and complying with any legal, tax, foreign exchange control or regulatory obligations that may apply to me/us in any relevant jurisdictions. I/We confirm that I/we have and will continue to fully comply with all relevant laws and regulations, and will not carry out any transactions, or aid and abet, or facilitate the laundering of any proceeds that links or relates to unlawful activities, including but not limited to tax evasion, drug trafficking, other indictable offence, money laundering or transactions with terrorists, through my/our account(s) with the Bank. I/We understand my/our tax status and transaction activity is subject to screening and monitoring as part of the Bank's anti-money laundering review in compliance with legal and regulatory requirements.
- 15.4 This clause does not apply to Corporate Professional Investors (where the Bank has complied with paragraphs 15.3A and 15.3B of the Code) or Institutional Professional Investors under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. If the Bank solicits the sale of or recommend any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance ("Applicable Financial Products") to me/us, the Applicable Financial Products must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of these General Terms and Conditions, other (c) The Bank may transfer all or part of the Bank's rights, benefits and obligations under these General Terms and Conditions and/or any Specific Terms and Conditions and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about me/us as the Bank may think fit for the purposes of such contractual arrangements. related Specific Terms and Conditions or any other documents the Bank may ask me/us to sign and no statement the Bank may ask me/us to make derogates from this clause. For the purposes of this clause, "leveraged foreign exchange contracts" refer to those leveraged foreign exchange contracts traded by persons licensed for Type 3 regulated activity.
- 15.5 The Bank's failure or delay in exercising any rights, power or privilege in respect of these General Terms and Conditions or any Specific Terms and Conditions shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other right, power of privilege hereunder.
- 15.6 I/We hereby agree at any time and from time to time, at my/our expense, to promptly execute, seal or deliver all further instruments and documents, and take all further actions that may be necessary or that the Bank may request to accomplish the purposes of these General Terms and Conditions or Specific Terms and Conditions.
- 15.7 In the event of any inconsistency between the English version and the Chinese version of these General Terms and Conditions or any Specific Terms and Conditions, the English version shall prevail.
- 15.8 I/We shall provide a list of my/our current partners, directors, secretary or officers (as the case may be) from time to time to the Bank and the Bank may continue to treat the list most recently received as correct.
- 15.9 Nothing here in shall require the Bank to provide or continue any banking facilities or other accommodation or services to me/us. These General Terms and Conditions and any Specific Terms and Conditions may be terminated by the Bank by giving reasonable prior notice to me/us. Termination of these General Terms and Conditions will automatically terminate all Specific Terms and Conditions but termination of any Specific Terms and Conditions will not terminate these General Terms and Conditions or any other Specific Terms and Conditions.
- 15.10 Any release, settlement, assignment, payment or discharge between myself/ourselves and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of my/our liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from me/us or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.
- 16. Amendments**
- 16.1 The Bank may at any time delete, replace, add or change any term of these General Terms and Conditions or the Specific Terms and Conditions applicable to any Service applied for or utilized by me/us (including any applicable fees or charges) by giving prior notice to me/us in accordance with the requirements of applicable codes and guidelines.
- 16.2 The Bank may at any time introduce any new Service or delete any existing Service. A list of the Services which the Bank may offer to me/us pursuant to these General Terms and Conditions at any particular time and their applicable Specific Terms and Conditions may be obtained from the Bank upon request.
- 17. Notice**
- 17.1 Any notice or instruction from me/us to the Bank shall be irrevocable and ineffective until actually received by the Bank.
- 17.2 Any notice required to be given by the Bank to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient. Any notice delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice despatched by the Bank by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by facsimile, by email or otherwise via the internet shall be deemed to have been given at the time of transmission.
- 17.3 I/We will promptly notify the Bank in writing of any change of address to which statements and notices should be sent. Such changes shall not be effective until duly entered in the Bank's records.
- 18. Rights of Third Parties**
- Except as otherwise expressly stated in these General Terms and Conditions, no one other than a party to these General Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of



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these General Terms and Conditions entitles any third party to enforce any term of these General Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these General Terms and Conditions without the consent of that third party.

## 19. Governing Law and Jurisdiction

19.1 Subject to any express provision contained herein or in the relevant Specific Terms and Conditions, these General Terms and Conditions and all Specific Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

19.2 Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies.

19.3 I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Last Updated in June 2017

## 一般條款

致：中信銀行(國際)有限公司

鑒於 China CITIC Bank International Limited (中信銀行(國際)有限公司)(「銀行」)同意提供及/或繼續提供其服務予本人/吾等，本人及吾等各人同意受下列一般條款所約束：

### 1. 適用範圍及服務

1.1 除非銀行另行決定或適用之特別條款另有列明，否則此等一般條款須適用於銀行不時提供予本人/吾等之所有服務。

1.2 銀行將不時向其客戶提供一系列服務(每項服務均稱為「服務」)。每項服務均由銀行按此等一般條款、銀行的進一步條款(「特別條款」)及銀行通知本人/吾等的其他條款提供。本人/吾等可以書面、電話或銀行接納之其他方法申請使用一項或以上之服務。銀行可全權酌情決定是否提供任何服務予本人/吾等。本人/吾等承諾在申請其服務前將向銀行索取一份有關該服務之特別條款。本人/吾等承諾除非及直至本人/吾等已收到、閱讀、完全明白及同意適用之特別條款，否則本人/吾等不會使用任何服務。若本人/吾等使用有關之服務，本人/吾等將被視為已收到及同意適用之特別條款。

1.3 此等一般條款連同適用的特別條款取代本人/吾等與銀行間從前就有關服務訂立的所有協定。前述原則適用於所有以本人/吾等名義申請的服務，或在本人/吾等聯名賬戶其他賬戶持有人或本人/吾等其他合夥人的同意下，以本人/吾等與其他人士作為聯名人或以本人/吾等為合夥人的合夥人賬戶名義申請的服務。為免生疑，任何服務的使用均受此等一般條款及適用的特別條款所約束。

1.4 申請服務可以本人/吾等之名義、本人/吾等聯同其他人士作為聯名人、或以本人/吾等為合夥人或部份合夥人的合夥人公司名義進行。不論本人/吾等有否聯同其他聯名賬戶持有人或合夥人共同簽署有關申請書或開戶書，本人/吾等同意就有關服務與本人/吾等的其他聯名賬戶持有人或其他合夥人共同及各別地對所有有關協議、義務、權力及債務負責。

1.5 就本人/吾等申請任何服務而向銀行遞交之文件將不獲發還。

1.6 倘若此等一般條款及任何特別條款在意義上有任何抵觸，須以適用有關服務之特別條款為準。

1.7 銀行有權不時就交易金額、操作程式或在其他情況下使用任何服務之細節加上任何限額或限制。銀行有酌情決定權對此等限額作出更改。

### 2. 指示

2.1 本人/吾等同意就有關提供予本人/吾等之任何服務或本人/吾等於銀行維持之任何賬戶，銀行可根據及按照本人/吾等以下列之方式給予銀行之指示行

事：

(a) 由本人/吾等，或與指示有關之任何賬戶之賬戶操作委託書或任何授權書所指定之授權簽署人(「授權簽署人」)數目，或若指示與任何賬戶無關，則由本人/吾等或本人/吾等之任何賬戶之賬戶操作委託書或任何授權書所指定之授權簽署人數目，以任何於銀行維持之賬戶(包括有關賬戶)之賬戶操作委託書或任何授權書所列明之簽名樣本簽署之書面指示之正本，或若獲得銀行同意，以傳真發送給銀行之書面指示，惟銀行可，但並無義務，拒絕根據及按照由授權簽署人以相異於與指示有關之任何有關賬戶之賬戶操作委託書或任何授權書所指定之簽名樣本簽署之指示行事；

(b) 若獲得銀行同意可通過電話、互聯網或其他電子媒介發出給予銀行之指示，若發出指示者能夠(i)引述就有關指示之賬戶號碼，或若其與任何賬戶無關，則引述本人/吾等之任何賬戶號碼；(ii)若銀行要求，引述銀行安排予本人/吾等或有關賬戶之授權簽署人之個人鑒別號碼(「私人密碼」)；(iii)若銀行有所要求，出示銀行所接受本人/吾等或任何授權簽署人之數碼證明書；及(iv)出示或引述銀行要求的其他資料，儘管有關賬戶之委託書指明可多於一位人士操作賬戶。

2.2 第 2.1 段所指之指示包括但不限於申請及操作任何服務、承兌任何支票、銀票、付款憑單、匯票及承付票、發出任何信用證、擔保、彌償及反擔保、本人/吾等所背書之任何票據進行貼現、買賣或處理證券、外匯、利率交易或投資、於本人/吾等賬戶提取任何或所有款項、或送交或處理銀行代表本人/吾等賬戶不時保管之任何證券、契據或其他財產。

2.3 銀行可在其認為適當之情況下拒絕接納任何指示。



- 2.4 在不影響上述第 2.3 段之情況下，銀行並不負責因本人/吾等因賬戶存款不足及/或信貸不足導致未能執行或延遲執行上述第 2.1 段所指之指示所引致之任何後果；但倘若銀行按其酌情決定權決定在本人/吾等賬戶存款不足或信貸不足之情況下仍然執行該項指示，則可無須事先取得本人/吾等批准或通知本人/吾等而予以執行，本人/吾等亦須對因此而產生之透支、貸款、信貸及所有費用負責，並需繳付將依照銀行酌情釐訂之息率計算之利息。
- 2.5 本人/吾等承諾：(a)確保本人/吾等及每位授權簽署人之私人密碼保持機密及其數碼證明書妥善保管。且若本人/吾等及每位授權簽署人已真誠及慎密地保管該等密碼及數碼證明書，則本人/吾等無須對銀行就任何按照透過互聯網或電子媒介所發出之指示而未經允許之交易負上責任；(b)若本人/吾等得悉或懷疑有任何未獲授權之人士知悉本人/吾等或授權簽署人之私人密碼或有未經允許之交易進行，會盡最快情況下通知銀行，但若本人/吾等未能履行上述責任，則本人/吾等須對一切未經允許之交易負責；及(c)對任何因本人/吾等或任何授權簽署人作出欺詐或嚴重疏忽之行為負上責任，包括未有適當保管本人/吾等或任何授權簽署人之私人密碼而引起的一切損失。惟本人/吾等無須對任何間接、特殊或相應之損失或其他損害負責。
- 2.6 除上述 2.5 段另有規定外，本人/吾等亦無須對因下列透過自動電話系統、互聯網或電子媒介發出之指示所進行但未經允許之交易負上責任：(a)銀行保安系統未能防止的電腦罪案；(b)由於銀行之人為或系統失誤所引致之不恰當交易而導致資金損失；或(c)由銀行引致的遺漏錯誤支付。本人/吾等有權要求銀行發還本人/吾等因上述(a)、(b)或(c)點原因引致錯誤支付而引起的利息或罰款。
- 2.7 就有關以透過自動電話系統、互聯網或其他銀行認可之電子系統以外發出的指示，在銀行沒有疏忽或故意過失的情況下，本人/吾等應令銀行不會因執行上述第 2.1 段之任何指示而進行或未能執行之交易而受損。並需賠償銀行有關該等指示或執行本段之權利直接或間接所引起之一切法律行動、訴訟、賠償、索償、責任、金錢損失、其他損失、合理開支及費用。此項補償責任在本人/吾等之賬戶或此等一般條款或任何特別條款終止後仍然有效。
- 2.8 若任何指示為透過互聯網或其他電子系統發出，或透過互聯網或其他電子系統使用任何服務，本人/吾等向銀行保證如下：  
(a) 本人/吾等及本人/吾等之授權簽署人不會在任何禁止銀行提供有關服務或對此等一般條款或適用的特別條款沒有法律效用的國家或司法管轄區使用任何服務；  
(b) 本人/吾等及本人/吾等之授權簽署人不會及不會試圖就與任何服務相關的電腦軟體進行還原工程、分拆或其他類形的干擾；  
(c) 本人/吾等及本人/吾等之授權簽署人承諾確保每次通過電腦使用完任何服務後儘快離開瀏覽器、關閉瀏覽器並把瀏覽器的記憶體內之資料清除。
- 2.9 銀行可將本人/吾等在業務運作中與銀行進行之電話對話錄音。
- 2.10 若銀行向本人/吾等提供任何軟體、電腦系統、用戶指南或其他設備以方便本人/吾等發出指示予銀行，本人/吾等將謹慎使用，並在銀行要求下即時交還銀行。本人/吾等明白銀行對所有該等設備及其使用並無作出任何類型、明示或隱含之陳示或保證。該等設備於任何時間均屬銀行或其供應商之財產。
- 2.11 所有就本人/吾等向銀行發出指示所進行之交易，需由銀行向本人/吾等確認後方視為完成交易。
- 2.12 銀行可接受本人/吾等或任何本人/吾等之授權簽署人向銀行遞交獲銀行認可的核證機關頒發的數碼證書所證明的數碼簽署。銀行可將此數碼簽署視作有關人士的親筆簽名。
- 2.13 如果有關的數碼證書已在儲存庫內公佈，銀行可假設本人/吾等或任何授權簽署人遞交之數碼證書內的資料為正確。
- 2.14 本人/吾等明白到互聯網可能因為未能預計的擠塞、開放和公開性質和其他原因，導致互聯網未必是可靠之通訊媒介，而這些不可靠性是在銀行可控制範圍之外。這些因素可導致傳送延誤、錯誤資料傳送，延誤執行指示或執行指示和發出指示時的價位偏差，銀行和本人/吾等在通訊上的誤會和錯誤、傳送缺失、阻礙等。
- ### 3. 銀行結單
- 3.1 除非銀行另有決定，銀行將在切實可行的範圍內儘快發出在過去一個月內銀行所選擇本人/吾等使用之服務之交易的綜合賬戶月結單。銀行亦會在切實可行的範圍內儘快發出本人/吾等在過去一個月內所使用過但並非包括在綜合賬戶月結單內之交易的賬戶月結單（銀行存摺提供予本人/吾等之服務、自賬戶最後結單日期後並無進行交易、賬戶在有關月份結尾時之結餘少於銀行不時通知之數目及貸款賬戶之服務則除外）。賬戶的月結單將以郵件、電子媒介或銀行不時決定的其他方法送達予本人/吾等。
- 3.2 本人/吾等承諾從銀行收到賬戶結單的九十天內核實銀行的賬戶結單及交易記錄所列明的記賬是否存在任何差異、遺漏、錯誤扣款、不準確或不正確之處。在有關賬戶結單或交易記錄日期起九十天期限完結時，除本人/吾等在期限內通知的錯誤外，在該等賬戶結單或交易記錄所列明的銀行交易記錄及交易詳情將視為確證而無須再取得進一步的證據證明銀行的交易記錄及賬戶結單之詳情為正確。
- 3.3 儘管以上所述，銀行有權修改先前送交本人/吾等的任何賬戶結單，以更改在其中載有銀行錯誤地或不當地作出的詳情。本人/吾等同意上述第 3.2 段適用於已修改的賬戶結單或交易記錄。



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3.4 除了以上所述及儘管此等一般條款有任何意義相反的條文，即使賬戶結單所列的買賣詳情有任何不正確之處，銀行均無須對有關賬戶結單所列的買賣詳情的申索負責。

#### 4. 客戶資料

4.1 本人/吾等同意銀行不時要求本人/吾等、本人/吾等的受益人和本人/吾等擔任其代理的第三方提供的資料、文件或證明是銀行提供服務予本人/吾等所需要的，而本人/吾等同意提供銀行要求的有關資料、文件或證明。若本人/吾等未能提供該等資料予銀行，銀行未必能夠為本人/吾等提供有關的服務或貸款，而銀行可取消、轉移或暫停任何服務或貸款。本人/吾等可隨時聯絡銀行的資料保護主任以查閱及要求更改或修改該等資料。

4.2 本人/吾等同意上文第 4.1 段所述的銀行要求的資料、文件或證明，連同銀行不時從本人/吾等取得的任何其他資料，以及銀行或銀行的集團公司的任何成員可能就第三方要求的其他資料、文件或證明(包括(但不限於)本人/吾等的個人和賬戶資訊或記錄)可按照任何外國法規定(定義見下文)所需而披露予銀行集團公司的成員，並可由銀行或銀行的集團公司的任何成員披露予第三方(包括(但不限於)任何人士、政府團體、機構或規管機構(不論是否在香港特別行政區(「香港」)的法律下設立)。

「外國法規定」指根據任何今後或現時的以下各項，向銀行施加的任何義務：(i)外國法律(包括銀行合理認為其受約束的外國法律，並包括中華人民共和國的任何法律或規例)；(ii)落實香港在與外國政府或規管機構的協定下的義務的香港法律；(iii)銀行與外國政府或規管機構訂立的協定；或(iv)在香港境內或境外的任何法律、規管、政府、稅務或執法團體就(i)至(iii)項頒佈的多項或一項指引。為免存疑，這個定義包含根據 FATCA(定義見下文，以及經不時修訂、取代或頒佈)適用於銀行的任何義務或規定。

「《海外戶口稅收合規法案》(FATCA)」指：(i)《1986年美國國內收入法》(U.S. Internal Revenue Code of 1986)(經修訂)第 1471 條至 1474 條，或其任何修訂或繼任版本(「美國國內收入法」)；(ii)政府與規管機構就美國國內收入法訂立的任何政府間協定、諒解備忘錄、承諾及其他安排(包括香港政府訂立的任何政府間協定、諒解備忘錄、承諾及其他安排)；(iii)銀行或銀行集團公司的任何成員與美利堅合眾國(「美國」)、美國國家稅務局或其他規管機構或政府機構根據或就美國國內收入法訂立的協定；和(iv)根據任何前述者在美國、香港或其他地方採納的任何法律、規則、規例、釋義、多項或一項指引或慣例。

4.3 根據上文第 4.2 段，任何有關人士或實體可使用有關資料作中信銀行(國際)有限公司不時給予客戶《關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知》中分別所載的有關用途。

4.4 (只適用於個人或包括個人的客戶)本人/吾等於任何時間均可根據個人資料(私隱)條例(a)檢查銀行是否持有有關本人/吾等之資料，並支付銀行徵收之費用後取用該等資料；(b)要求銀行改正有關本人/吾等任何不正確之資料；(c)確定銀行就有關個人資料之政策及常規；(d)要求銀行通知本人/吾等例行程式下披露予信用參考公司及在未能還清債務時披露予收債公司之資料專案；(e)要求銀行提供進一步資料予本人/吾等以讓本人/吾等向有關信用參考公司或收債公司要求取用資料及改正資料；及(f)要求銀行停止使用本人/吾等之個人資料作市場推廣用途而不收取任何費用。

4.5 本人/吾等同意銀行可向已發出或建議為保證本人/吾等債務發出擔保書或第三方保證之任何人士提供所保證之責任之合同或合同撮要、向本人/吾等發出的正式催繳逾期付款通知書、本人/吾等賬戶月結單及銀行認為適當的本人/吾等的其他資料。

4.6 本人/吾等茲保證在給予銀行本人/吾等諮詢人和閣下按本第 4 條下所需而披露其個人資料的任何其他第三方之姓名及其他個人資料前將先取得該等人士之同意。

4.7 本人/吾等保證本人/吾等向銀行提供的所有資料均自願提供，而有關資料在任何方面均為真實、正確及完整。

4.8 本人/吾等承諾適時(而無論如何有關變更後 30 個曆日內)以書面通知銀行有關在銀行記錄的地址或聯絡電話號碼或其他個人資料(包括關於第 4.2 條所述的人士的資料)的任何變更。

4.9 本人/吾等豁免就銀行行使其在本第 4 條下的權利而披露的資料或資訊的任何保密要求。

#### 5. 同意扣減和扣起款項及暫停交易

5.1 本人/吾等確認及同意，即使此等一般條款或任何特別條款有任何其他規定，銀行根據一般條款或任何特別條款支付的任何款項，將須按外國法規定下所需而被扣起和扣減。根據第 5.1 段被扣起的任何款項可於銀行按其全權酌情權所決定的戶口或方式持有。

5.2 銀行將無須對因銀行行使其於本第 5.1 段項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

5.3 本人/吾等確認及同意，為履行銀行於包括任何外國法規定項下的法律義務而需要的話，銀行可延遲、暫停、轉讓或終止任何交易、付款或指示。

#### 6. 抵銷權及資金運用

6.1 本人/吾等同意除了任何一般留置權或在法律下銀行享有的類似權利，銀行可於任何時候在沒有事先通知下將本人/吾等任何或所有賬戶(無論位於何處)與本人/吾等欠付銀行債務(若吾等為一所公司，則與本公司集團、任何分公司或附屬公司欠付銀行之債務)結合或綜合，並將本人/吾等任何賬戶結餘的金額抵銷或轉移以清償上述欠付銀行不論為基本、附屬、各別、共同或以其他貨幣為單位的債務。並且，若某些欠款未到期支付或因某些



待發事件尚未需要償還，銀行有權暫停支付相等於欠款額的賬戶存款給本人/吾等，直至欠款到期支付或此待發事件發生為止。就此目的以及在此等一般條款內使用本辭彙的任何其他目的而言，「集團公司」及「附屬公司」二詞就等同公司條例所給予的意思。

6.2 銀行有權在支付款項時或其後的任何時間撥用支付予銀行或在其他情況下銀行管有或控制本人/吾等之賬戶以償還本人/吾等銀行認為恰當之債務部份之任何款項。任何該等撥用款項均凌駕本人/吾等任何以往宣稱之款項撥用。

## 7. 投資資料

7.1 儘管銀行向本人/吾等提供任何資料、建議或文件，然而本人/吾等完全明白本人/吾等通過使用任何服務所進行的任何交易最終按照個人之判斷及酌情決定權所進行。

7.2 本人/吾等要求銀行就其認為本人/吾等有興趣之投資機會聯絡本人/吾等。然而，本人/吾等明白銀行無須向本人/吾等提供任何金融、市場或投資資料或建議；即使銀行提供該等資料或建議，並不代表銀行作為投資顧問。

7.3 銀行傳達本人/吾等之任何資料或建議均源於銀行認為可靠的資料來源，並只供本人/吾等使用及考慮，而不構成向本人/吾等要約出售。

7.4 本人/吾等同意如銀行未有疏忽，銀行無須就銀行提供任何不準確或不全面的資料，或在收到該等資料後本人/吾等進行任何交易的表現或結果而負上責任。

7.5 銀行提供本人/吾等有關匯率、利率、股票價格或其他類似的資料只供本人/吾等參考，除非銀行確認交易，銀行不會受此約束。

## 8. 費用及手續費

8.1 銀行可就提供任何服務收取費用或手續費，銀行所收取的費用及手續費將詳列於不時公佈的收費表及展示於銀行分行中。本人/吾等可要求索取收費表。銀行可事先通知本人/吾等按其酌情修訂適用於本人/吾等使用之任何服務之費用及手續費。收費表所列以外的費用將本人/吾等申請該等費用適用的服務時另行通知本人/吾等。本行可在本人/吾等賬戶中扣除該等費用及手續費。

8.2 在下列情況下，銀行可收取服務費：

(a) 本人/吾等任何結餘少於銀行當時訂明的最低結餘額之賬戶；

(b) 本人/吾等在銀行訂明的任何期間內，本人/吾等於銀行持有的任何賬戶的每日總平均結餘款額(由銀行確定)低於銀行當時指定的限額。

(c) 本人/吾等的任何賬戶連續在銀行當時訂明的期間內沒有進行任何交易(支付利息或繳交任何費用或手續費則除外)，不論賬戶結餘多少。

8.3 若本人/吾等透支本人/吾等之賬戶，銀行可按照其不時發佈的收費表徵收罰款或其他收費。

8.4 銀行保留根據銀行的監管機構不時所訂定的規則對所有賬戶收取存款費用之權利。

8.5 銀行可將其費用或收費包括在銀行向本人/吾等所報或代本人/吾等交易之投資價格或利率內，銀行並可為本身利益保留該筆費用或收費。銀行可就有關替本人/吾等進行任何交易接納回佣，費用及從任何人士取得任何形式的付款，並為了銀行本身利益保留該筆款項。

8.6 本人/吾等將彌償銀行就由於與執行此等一般條款或任何特別條款下其權利所招致之所有合理費用及開支(包括合理法律費用)。

## 9. 存款及提款

9.1 除非銀行按其酌情決定另行允許，凡存入本人/吾等賬戶的支票及其他票據須由銀行酌情決定是否接受，支票或票據的入賬須待於銀行辦公時間內兌現後方能作實，除非直至該等款項已由銀行於銀行辦公時間內正式收取及倘若以匯款形式入賬則在銀行於銀行辦公時間內從有關銀行收到匯款確認(以較遲者為準)，否則任何存入任何本人/吾等衍生利息之賬戶的款項均不會獲得利息。銀行有權在本人/吾等之賬戶扣除有關的手續費、費用及支出，以及其後不獲兌現而遭退回的票據的價值。銀行以匯款形式就本人/吾等之賬戶收到的款項，將會在銀行收到有關銀行的匯款確認後的合理時間內存入本人/吾等之賬戶。

9.2 如經匯款或第三者指示存入款項，而其貨幣不同於所指定存款賬戶的貨幣時，則銀行可有酌情權在無須發出通知予本人/吾等的情况下按照銀行當日的現行匯價將款項兌換為有關賬戶的貨幣。

9.3 所有提款或投資只會在本人/吾等有足夠之結算金額於有關賬戶才會進行。若銀行在假設有關係賬戶將進行結算但仍未結算的情况下進行，該等提款或投資金額將在銀行要求下由本人/吾等即時彌償銀行。所有銀行購買或貼現的支票或票據均按此進行。

9.4 本人/吾等承擔送交款項之全部風險，而銀行對在傳遞任何訊息時或由於任何無線電訊、電報公司、銀行或其通信者代理或其僱員之錯誤理解或銀行控制範圍以外的任何其他因素而可能發生之毀壞、中斷、遺漏、錯誤、疏忽、過失、延誤、款項減值或未能提供款項將不負任何責任。

9.5 本人/吾等於銀行之香港分行所維持之賬戶只可在香港提取款項；惟若銀行同意，可於香港以外銀行之其他分行提款。

9.6 除非及直至銀行已收到責任或債務之貨幣金額全數，否則任何繳付銀行之款項均不會解除本人/吾等之責任或債務。若本人/吾等欠付銀行為一種貨幣(「第一貨幣」)，而銀行所收取的為另一種貨幣(「第二貨幣」)，本人/吾等就所履行之責任只會在銀行按照一般銀行程式以第二貨幣購買與該金額相等之第一貨幣；若所購買第一貨幣之金額(在扣除任何兌換費用及其他有關費用後)為少於所欠之金額，本人/吾等必須向銀行彌償有關之差額。



若本人/吾等在銀行要求下未能支付兌換為港幣以外的貨幣，銀行可有酌情權在無須發出通知予本人/吾等的情況下於其後任何時間購買銀行認為必須或足以涵蓋按照當時的即期匯率(由銀行確切地決定)以港幣購買該貨幣以支付本人/吾等之義務及債務。本人/吾等茲同意就本人/吾等購買貨幣所招致之費用以港幣全數彌償銀行。

## 10. 聯名賬戶及合夥人賬戶

10.1 就有關兩位或以上人士開立之賬戶，(a)聯名賬戶持有人就有關賬戶與銀行之所有協定、義務，權力及債務均為共同及各別的；(b)在根據適用法律的前提下，在任何聯名賬戶持有人逝世時，該賬戶之結餘(若有)及聯名賬戶持有人賬戶持有的任何種類之投資及財產須歸於尚存者所擁有。若任何賬戶之戶名包含超過一位人士之名稱，不論有關人士之名稱以分離的、連結的或其他形式於戶名中出現，該賬戶應被視為有關人士以聯名賬戶形式開立。任何明示予以支付給吾等或吾等任何一人或給予吾等或吾等任何一人名下之任何賬戶的支票、償付工具或款項均可入賬於此聯名賬戶。

10.2 倘若吾等為合夥人，(a)吾等各人之協定、責任、權利、權力及債務須為共同及各別；(b)此等一般條款及任何適用的特別條款須對吾等仍有約束力，即使由於合夥人逝世、破產、退休、傷殘或加入新合夥人使吾等之憲章、姓名或會員有任何更改，或發生任何其他可解散合夥或影響在此條款下吾等之責任的事故；(c)當任何合夥人因為死亡或其他原因終止為吾等夥伴的合夥人，銀行可在沒有收到吾等、吾等任何一人或吾等任何一人的遺產承辦人或信託人否決的指示之情況下，將其他在世或持續的合夥人或其他合夥人視為擁有繼續吾等合夥人之生意的全部權力。

## 11. 對第三方的保障

11.1 本人/吾等同意在按此等一般條款欠付銀行任何債務(現時及將來、共同或各別、直接或間接或實有或有的)的期間，不可抵押、轉讓、出售、轉移，或處置本人/吾等賬戶或銀行代本人/吾等保管任何本人/吾等之資產或其所得的任何部份的權利，或對其設置任何產權負擔或第三方權益。

11.2 本人/吾等不可撤回地委任銀行為本人/吾等之代理，以及以本人/吾等之名義或在其他情況下代表本人/吾等簽署、交付、完成及作出所有規定或銀行認為適合履行根據一般條款或任何特別條款下的義務及任何特別條款下給予的保證下之義務之文件、行為及事物。本人/吾等確認及追認，及同意確認及追認委託人合法地簽署或作出的任何文件、行為及事物。

## 12. 債務之限制

12.1 本人/吾等同意除非屬疏忽或故意過失及根據上述第 2.5 段，銀行無須對任何本人/吾等賬戶或銀行提供之任何服務之作為或遺漏作為而負上任何責任，包括下列各項：

(a) 本人/吾等之賬戶之運作及銀行提供之任何服務；

(b) 由於任何原因限制或影響任何服務之提供；

(c) 任何通訊者、經紀、代理、託管人或牽涉入任何交易之其他方之作為、遺漏作為、疏忽或過失；

(d) 銀行按照此等一般條款依據任何銀行真誠相信為本人/吾等或本人/吾等有關之授權簽署人發出之指示，儘管該等指示有任何錯誤、誤解、詐騙或缺缺清晰；

(e) 由於兌換或轉讓之限制、要求、非自願轉讓、戰爭或罷工、或銀行控制範圍以外其他類似原因而引致款額減值或未能動用。

12.2 在任何情況下銀行均無須為本人/吾等之利益損失、間接、特別或相應之損害而負上責任。

## 13. 彌償

在並無限制本人/吾等根據任何安排或協定(包括(但不限於)一般條款和任何特別條款)向銀行或銀行的集團公司的任何成員提供的任何其他彌償的情況下，本人/吾等同意就銀行或銀行的集團公司的任何成員因本人/吾等提供含誤導成分或錯誤的資料，或並無遵守此等一般條款或任何特別條款的任何規定而蒙受或招致的任何損失或成本費用，包括稅項、利息或罰金向銀行或銀行的集團公司的任何成員作出彌償。銀行有權從其管有或控制的本人/吾等的資產或本人/吾等在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補本人/吾等在本條下可能結欠的任何款項。儘管本人/吾等與銀行的銀行業務關係終止，此項彌償將繼續。

## 14. 負債證明書

14.1 由銀行所發出列明本人/吾等到期須支付銀行之金額，利率及於指定時間之匯率之證明書就所有用途包括用於法律程式上均為最終及不可推翻的。

14.2 除非(a)銀行未對任何該等電腦記錄、縮微膠捲、賬目及記錄作出合理技能及謹慎處理；(b)任何該等電腦記錄、縮微膠捲、賬目及記錄之內容是由於銀行之任何僱員或代理之偽造或詐騙行為所得出；(c)任何該等電腦記錄、縮微膠捲、賬目及記錄之內容是由於銀行或其任何僱員或代理之故意過失或嚴重疏忽所得出的，否則，由銀行保存有關本人/吾等之交易記錄(包括載有電腦、縮微膠捲、賬目及銀行之其他記錄)須構成不可推翻之證據。

14.3 銀行可委託收賬公司收取任何本人/吾等欠付銀行之任何逾期款項。

14.4 本人/吾等明白本人/吾等於信貸期限內在還款或供款方面有任何困難，應儘快通知銀行。

## 15. 其他



- 15.1 若此等一般條款所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。
- 15.2 (a) 銀行、本人/吾等及其個別的繼承人均受益於及受到此等一般條款及任何特別條款的約束，及在根據本第 15.2 段的前提下，銀行某些或所有權益或義務獲批准的承讓人或受讓人亦受此等一般條款及任何特別條款的約束。
- (b) 本人/吾等不可轉移或轉讓此等一般條款及任何特別條款中本人/吾等的權利或義務。
- (c) 銀行可轉移此等一般條款及/或任何特別條款中所有或部份銀行的權利、利益及義務，並向有可能的受讓人或打算就此與銀行進行合約安排的任何其他人士披露銀行認為合適用作該等合約安排之用的本人/吾等的資料。
- 15.3 本人/吾等確認及同意本人/吾等會為本人/吾等的稅務事項負上全責。本人/吾等完全理解，並有責任遵守任何對本人/吾等有管轄權的國家或地方的法律、稅務、外匯管制或規管的義務。本人/吾等確認本人/吾等已經、並會繼續遵守所有相關法規及不會以本人/吾等的中信銀行(國際)賬戶進行與非法活動有關的任何交易、或協助及教唆、或幫助清洗相關資產，其中包括但不限於逃稅、販毒、任何可公訴罪行、洗黑錢或與恐怖分子交易。本人/吾等知悉銀行會篩查和監察本人/吾等的稅務狀況和交易活動，以符合有關反洗錢審查的法律及監管要求。
- 15.4 本條款不適用於《證券及期貨事務監察委員會持牌人或註冊人操守準則》所界定的法團專業投資者(前提是銀行已遵從該操守準則第 15.3A 及 15.3B 段的規定)或機構專業投資者。假如銀行向本人/吾等招攬銷售或建議任何《證券及期貨條例》所界定的證券、期貨合約或槓桿式外匯交易合約(「適用金融產品」)，該適用金融產品必須是銀行經考慮本人/吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人/吾等的。此等一般條款的其他條文、任何其他有關特別條款或其他銀行可能要求本人/吾等簽署的文件及銀行可能要求本人/吾等作出的聲明概不會減損本條款的效力。就本條款所指的「槓桿式外匯交易合約」，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。
- 15.5 銀行未有或延遲行使此等一般條款或任何特別條款的任何權利、權力或特權不應視作放棄該等權利，而只是單一或部份行使、執行或放棄任何該等權利、權力或特權亦不會妨礙銀行作進一步行使、執行有關權利、權力或特權，或行使或執行此等一般條款中的任何其他權利、權力或特權。
- 15.6 本人/吾等茲同意於任何時間及不時可在本人/吾等支付費用下即時簽署，蓋章或送達所有進一步之文件，並採取所有必須或銀行要求送至此等一般條款或特別條款之目的之進一步行動。
- 15.7 倘若此等一般條款或任何特別條款之中英文版有任何意義歧，均以英文版本為準。
- 15.8 本人/吾等應不時向銀行提供本人/吾等現時的合夥人、董事、公司秘書或主管(視乎所屬情況而定)之名單，而銀行可繼續視最新收到的名單為正確的名單。
- 15.9 此等條款並無規定銀行必須提供或繼續任何銀行設備或其他融通或服務予本人/吾等。銀行可在給予合理通知予本人/吾等終止此等一般條款及任何特別條款。終止此等一般條款將自動終止所有特別條款，惟終止任何特別條款將不會終止此等一般條款或任何其他特別條款。
- 15.10 本人/吾等與銀行之間的任何解除、和解、轉讓、付款或撤銷均為條件任性的，該條件為有關本人/吾等對銀行之債務或義務之抵押、產權處置或款項均不會憑藉現時仍有效有關公司解散、無力償債、債務重組或債務安排有效的法例或其他原因而撤銷、被令放棄、支付、退款或減少；而銀行有權向本人/吾等或任何其他有關人士追討該等抵押產權處置或尤如該等解除、和解、轉讓、付款或撤銷並無進行之款項。
- 16. 修改**
- 16.1 銀行於任何時間均可根據適用守則及指引之規定給予事先通知下將此等一般條款或適用於本人/吾等所申請或使用之任何服務(包括任何適用之費用或收費)之特別條款進行刪除、取替、增加或更改。
- 16.2 銀行可於任何時間增加任何新服務或刪除任何現有之服務。在本人/吾等要求下，可從銀行取得銀行於某一特定時間根據此等一般條款所提供的服務總覽表及其適用之特別條款。
- 17. 通知**
- 17.1 由本人/吾等向銀行發出之任何通知或指示須為不可撤回，並在銀行正式收到才為有效。
- 17.2 任何規定由銀行發出之通知若已寄往收件人之銀行所知最後之地址予本人或吾等任何一人均視為已經發出。任何由銀行派專人送達之通知須在送達時已視為發出。任何由銀行以預支郵費信件所發出之通知須郵寄後便視為已即時發出。任何以傳真、電郵或其他情況下通過互聯網所發出之通知須視為在傳送後已經發出。
- 17.3 若月結單及通知書應發送之地址有任何更改，本人/吾等將即時以書面通知銀行。除非該等更改已妥為存入銀行記錄，否則均會視為無效。
- 18. 第三者權利**

除此等一般條款另有明文訂明外，此等一般條款訂約方以外的任何人士概不可按照《合約(第三者權利)條例》(香港法例第 623 章)的規定強制執行此等一般條款的條款或享有其利益。倘此等一般條款的任何條文明確賦予任何第三方權力根據《合約(第三者權利)條例》執行此等一般條款任何條款，則協議訂約方保留權利可在毋須該第三方同意的情况下修改該條款或此等一般條款任何其他條款。

**19. 管治法律及司法管轄權**

19.1 除此等條款或有關特別條款所載之明確條文另有規定外，此等一般條款及所有特別條款均受香港特別行政區之法律所管治及據其解釋。

19.2 每項交易或其基本投資或工具須受制於進行上述交易或投資或所處之司法管轄區之法律，以及所有有關政府、其他規管團體及代理之規則、規例、準則、政策及指引。

19.3 本人/吾等茲此不可撤回地接受香港特別行政區法院之非獨有司法管轄權。

最後更新: 2017 年 6 月

## Key Facts Statement (KFS) for Installment Loan

### Smart Plus Personal Installment Loan

28 November 2022

<p><b>This product is an installment loan.</b></p> <p><b>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your installment loan.</b></p>				
Interest Rates and Interest Charges				
Annualised Percentage Rate (APR <sup>1</sup> )	For a loan amount of HK\$100,000:			
	Loan Tenor	6-month	12-month	24-month
	Range of APR	6.32% - 33.59%	6.81% - 35.82%	7.08% - 35.80%
The above example is for reference.				
Annualised Overdue Interest Rate <sup>2</sup>	36% Overdue interest rate will be imposed when the monthly installment amount is failed to be settled on or before the due date. Overdue interest is calculated according to the following formula: overdue installment amount x interest rate of 3% per month and in simple interest on monthly basis from the due date of such installment until the date of full payment. No minimum amount of Overdue Interest will be applied.			
Fees and Charges				
Handling Fee	1% per annum of the approved loan amount for the loan tenor will be charged. The handling fee will be deducted from the loan amount upon loan withdrawal.			
Late Payment Fee and Charge	N/A			
Early Settlement Fee	2% of approved loan amount will be charged if you fully repay the loan.			
Rejected Autopay Transaction & Bounced Cheque Handling Fee	HK\$150 per item			

### Additional Information

<b>Loan Repayment</b>	The loan repayment amount shall be calculated according to the Rule of 78 and China CITIC Bank International Limited (the "Bank") has the right to apportion the monthly repayments (including those already paid to the Bank) between interests and principals as the Bank deems appropriate. Customer needs to be aware that early loan settlement handling fee, the entire outstanding loan amount (including any arrears but less the portion for payment of the Handling Fee) and interest up to the next repayment date are involved in early loan settlement.
<b>Extension Fee</b>	<p><u>Change of Repayment Due Date</u><sup>3</sup></p> <p>Extension Fee calculated on a daily basis will be charged according to the following formula, no minimum amount will be applied:</p> $\text{Approved loan amount} \times \frac{\text{Monthly flat rate} \times 12 \times \text{Number of days extended}}{\text{Number of days in a year}^4}$ <p>Maximum extension period must not exceed 28 days from the original loan repayment date.</p> <p><u>Repayment Holiday</u><sup>3</sup></p> <p>Extension Fee will be charged according to the following formula, no minimum amount will be applied:</p> <p>Approved loan amount x Monthly flat rate</p> <p>Each extension period must be a full month.</p>
<b>Request for Bank Confirmation Letter Handling Fee</b>	HK\$150 per copy
<b>Minimum Loan Amount</b>	HK\$5,000

Note:

- The APR is calculated in accordance with the practices and methods set out in the relevant guidelines issued by the Hong Kong Association of Banks. An APR is a reference rate which includes the basic interest rate and other applicable fees and charges expressed as an annualized rate.
- The Bank may also require immediate payment of all outstanding sum (including loan amount, interest, fees and other charges) owed by the customer upon the Bank's demand notwithstanding that they are not due for payment.
- The service shall be subject to the approval of the Bank.
- 365 days (for ordinary years) or 366 days (for leap years).

## 分期貸款產品資料概要

### Smart Plus 分期貸款

2022年11月28日

此乃分期貸款產品。

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

#### 利率及利息支出

##### 實際年利率<sup>1</sup>

貸款金額：HK\$100,000

貸款期	6個月	12個月	24個月
實際 年利率 範圍	6.32% - 33.59%	6.81% - 35.82%	7.08% - 35.80%

以上例子僅供參考。

##### 逾期還款年化 利率<sup>2</sup>

36%

當每月供款額未能於到期日或之前準時償還，將收取逾期還款利息。逾期還款利息以下列方程式計算：由逾期當日至今期還款實際全數清還之日止，逾期欠款金額乘以月息3%並以單利息每月計算。逾期還款利息不設最低金額。

#### 費用及收費

##### 手續費

按還款期以批核貸款金額的每年1%計算。手續費將在客戶提取貸款時從貸款金額中扣除。

##### 逾期還款費用 及收費

不適用

##### 提前清償的 收費

當客戶償還全數貸款時，將收取批核貸款金額之2%。

##### 自動轉賬退回 或退票手續費

每次HK\$150。

#### 其他資料

##### 償還貸款

還款金額會按「78法則」計算，中信銀行(國際)有限公司(「本行」)有權以其認為合適的方法分攤每月還款金額中的利息及本金(包括已向本行繳付之還款額)。提前清還貸款須支付提早償還貸款手續費、整筆結欠貸款金額(包括扣除手續費部分之後已到期欠款)及截至下一個月還款日的利息。

##### 延期還款費用

更改還款日期<sup>3</sup>

費用以下列方程式按日計算，不設最低延期還款費用：

$$\text{批核貸款金額} \times \frac{\text{每月平息} \times 12 \times \text{延長之日數}}{\text{全年日數}^4}$$

延期還款期不可超越28日(由原定之還款日期起計)。

還款假期<sup>3</sup>

費用以下列方程式計算，不設最低延期還款費用：

$$\text{批核貸款金額} \times \text{每月平息}$$

每延期還款期須為一完整月份。

##### 索取賬戶 證明書手續費

每張HK\$150

##### 最低貸款金額

HK\$5,000

註：

- 1 實際年利率是按照香港銀行公會發出的有關指引所載的做法及方式計算，實際年利率是一個參考利率，以年化利率展示出已包括基本的利率、其他適用的手續費及收費。
- 2 若客戶未能如期償還任何欠款，縱使有部分未償還貸款仍未到期支付，本行有權要求客戶即時償還尚欠本行的全部款項(包括貸款金額、利息、收費以及其他費用)。
- 3 服務須獲銀行批准。
- 4 365日(常年)或366日(閏年)。

**Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data**

- 1) Unless the context otherwise requires, the following expressions shall have the following meanings in this Notice:

"Bank" means China CITIC Bank International Limited;

"Customer" shall have the meaning ascribed to it in paragraph 2;

"Group" means the Bank, any subsidiary undertaking of the Bank and/or any of their respective associated or affiliate undertakings, any direct or indirect parent undertaking of the Bank, any subsidiary undertaking of any such parent undertaking and/or any of their respective associated or affiliate undertakings, including, for the avoidance of doubt, undertakings within the group of CITIC Group Corporation ("subsidiary undertaking", "parent undertaking" and "undertaking" shall have the meanings under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong));

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

- 2) Scope of Personal Data

It includes all the information, account details, transaction record and affairs of a Customer (including but not limited to an individual, sole proprietor, partnership, corporate and unincorporated association Customer) that is collected and held by the Bank through the establishment of accounts, the provision of banking facilities or any service or in the ordinary course of the continuation of the banking relationship with the Customer.

The provisions of this Notice shall also apply to, without limitation, (a) in the case of individual account holders, joint account holders or sole proprietors, the relevant individual concerned; (b) in the case of a partnership, each partner of the partnership; (c) in the case of a corporate entity, any individual director, shareholder, officer or manager who has provided any personal data to the Bank for the purpose of account opening or operation of the account; (d) any surety, person providing security or guarantor of any banking or credit facilities granted or to be granted by the Bank to the Customer; and (e) any other person who has, in the account opening process or for the purpose of any service provided by the Bank, provided data to the Bank (collectively referred to as "Customer").

- 3) Importance of Data Collection

From time to time, it is necessary for Customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of services. The Bank may not be able to open or continue accounts, process credit application, establish or continue banking facilities or provide banking services if Customers fail to supply their personal information. Personal data may be collected from Customers in the ordinary course of the continuation of the banking relationship, e.g. when Customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the Customer from third parties, including third party service providers with whom the Customer interacts in connection with the marketing of the Bank's products and services and in connection with the Customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).

- 4) Purposes of Data Collection and Usage

The personal data relating to a Customer are collected and may be used for the following purposes:

- i) considering and assessing the Customer's application for the Bank's products and services;
- ii) the daily operation of the banking facilities or services provided to Customers;
- iii) conducting credit checks at the time of application for banking services or banking facilities and at the time of regular or special reviews which normally will take place one or more times each year;
- iv) creating and maintaining the Bank's credit scoring models;
- v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- vi) ensuring ongoing credit worthiness of Customers;
- vii) designing financial services or related products for Customers' use;
- viii) identifying and formulating servicing strategies for Customers' use;
- ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph 8 below), such marketing activities may or may not directly relate to the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services;
- x) determining the amount of indebtedness owed to or by Customers;
- xi) collection of amounts outstanding from Customers and those providing security for Customers' obligations;
- xii) satisfying or complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Bank, any other member of the Group and/or any of their respective branches or offices or that it is expected to satisfy or comply according to:
  - (a) any laws, rules or regulations binding on or applying to the Bank, any other member of the Group and/or any of their respective branches or offices, within or outside Hong Kong, existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
  - (b) any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, within or outside Hong Kong, existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
  - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank, any other member of the Group and/or any of their respective branches or offices by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;
- xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- xiv) facilitating consolidated supervision of the Group, including but not limited to the conduct of internal audit and the performance of risk management;
- xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participant;
- xvi) maintaining a credit history of Customers (whether or not there exists any relationship between the Customer and the Bank or the recipient of the data) for present and future reference; and
- xvii) all other incidental and associated purposes directly relating thereto and other purposes to which the Customers may from time to time agree.

- 5) Data Confidentiality

Data held by the Bank relating to a Customer will be kept confidential but, subject to the Customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of the Customer's data) the Bank or the recipient thereof may provide such information to the following parties for the purposes set out in paragraph 4 (whether within or outside Hong Kong):-

- i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection or other services to the Bank in connection with the operation of its business;
- ii) any party (who facilitates the provision of the banking, investment, credit or other kinds of services by the Bank in connection with the services which are provided, offered or available to the Bank's Customers from time to time) or any member of the Group, who is under a duty of confidentiality to the Bank, including its respective officers, employees, agents and representatives who have undertaken to keep such information confidential;
- iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- iv) third party service providers with whom the Customer has chosen to interact with in connection with the Customer's application for the Bank's products and services;
- v) other banks and financial services providers to whom the Customer has chosen to provide his/her information held by the Bank in connection with the provision of services to the Customer by those other banks and financial service providers;

- vi) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
  - vii) any person, body or authority to whom the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to make disclosure under the requirements of any laws, rules or regulations binding on or applying to the Bank, any other member of the Group and/or any of their respective branches or offices, or any disclosure under and for the purposes of any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, supervisory, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank, any other member of the Group and/or any of their respective branches or offices with local or foreign legal, regulatory, supervisory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;
  - viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Customer's obligations or liabilities;
  - ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's right in respect of the Customer including, without limitation, to the Hong Kong Mortgage Corporation Limited ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangement with HKMC in respect of the sale of mortgages or other security by the Bank;
  - x)
    - (a) members of the Group;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty and privileges programme providers;
    - (d) co-branding partners of the Bank and other members of the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - (e) charitable or non-profit making organisations; and
    - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4(ix) above.
  - xi) Joint Electronic Teller Services Limited ("JETCO"), the operator of any ATM within the JETCO network and other issuers of ATM cards used within the JETCO network.
- 6) **Transfer of Data Outside Hong Kong**  
The Bank may from time to time transfer the data of Customers outside Hong Kong for different purposes including processing and storage. Insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, we will obtain the Customer's separate consent in relation to such international transfers. Such data may be disclosed, processed, stored or maintained in accordance with the local laws, rules and regulations applicable in the relevant jurisdictions.
- 7) To the extent required under the PIPL, the Bank will, prior to sharing the Customer's personal data with third parties, notify the Customer of the name and contact details of the recipients, the purposes and means of processing and provision of the Customer's personal data, and the types of personal data to be provided and shared, and obtain the Customer's separate consent to the sharing of the Customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, in accordance with the PIPL.
- 8) **Use of Data in Direct Marketing**  
The Bank uses and/or intends to use a Customer's data in direct marketing and the Bank requires a Customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- i) the name, contact details, products and services portfolio information, general banking, investment and insurance related transaction pattern and behaviour, financial, investment and insurance experience and background, risk profile and demographic data of a Customer held by the Bank from time to time may be used by the Bank in direct marketing;
  - ii) the following classes of services, products and subjects may be marketed:
    - (a) financial, credit facilities, insurance, investment, credit card, banking and related services and products;
    - (b) reward, loyalty or privileges programmes and related services and products;
    - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
    - (d) donations and contributions for charitable and/or non-profit making purposes;
  - iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
    - (a) any other member of the Group or any of its branches or offices;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty, co-branding or privileges programme providers;
    - (d) co-branding partners of the Bank, any other member of the Group and/or any of their respective branches or offices (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
    - (e) charitable or non-profit making organisations;
  - iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (8)(i) above to all or any of the persons described in paragraph (8)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of a Customer (which includes an indication of no objection) for that purpose;
  - v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (8)(iv) above and, when requesting the consent of a Customer or no objection as described in paragraph (8)(iv) above, the Bank will inform a Customer if it will receive any money or other property in return for providing the data to the other persons.
- If a Customer does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, a Customer may, without charge, exercise his/her opt-out right by notifying the Bank. A Customer may make the opt-out request by completing such prescribed form as may be required by the Bank and returning to the Bank or visiting any of the Bank's branches or contacting the Bank's Phone Banking Centre at 2287 6767 .**
- 9) **Transfer of Personal Data to Customer's Other Banks and Third Party Service Providers Using Bank Application Programming Interfaces (API)**  
The Bank may, in accordance with the Customer's instructions to the Bank, other banks providing services to the Customer or third party service providers (including other financial service providers) engaged by the Customer, transfer Customer's data to such other banks and third party service providers using the Bank's API for the purposes notified to the Customer by the Bank, the Customer's other banks or third party service providers and/or as consented to by the Customer in accordance with the Ordinance.
- 10) **Consumer Credit Data**
- i) With respect to data in connection with mortgages applied by a Customer (whether as a borrower, mortgagor or guarantor and whether in the Customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the Customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
    - (a) full name;
    - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Customer's sole name or in joint names with others);
    - (c) Hong Kong Identity Card Number or travel document number;
    - (d) date of birth;
    - (e) correspondence address;
    - (f) mortgage account number in respect of each mortgage;
    - (g) type of the facility in respect of each mortgage;
    - (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
    - (i) if any, mortgage account closed date in respect of each mortgage.
 Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the Customer's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
  - ii) Under and in accordance with the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data) the PIPL and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual Customer has the right to:-
    - (a) check whether the Bank holds data about him/her and the right of access to such data;

- (b) require the Bank to correct any data relating to him/her which is inaccurate;
- (c) ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (d) in relation to consumer credit, request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);
- (e) in relation to consumer credit data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, instruct the Bank, upon termination of an account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within 5 years of termination and at no time was there any default of payment in relation to an account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (f) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to request the Bank to delete the Customer's personal data;
- (g) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to object to certain uses of the Customer's personal data;
- (h) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, request an explanation of the rules governing the processing of the Customer's personal data;
- (i) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to ask that the Bank transfer personal data that you have provided to the Bank to a third party of your choice under circumstances as provided under the PIPL;
- (j) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to withdraw any consent for the collection, processing or transfer of the Customer's personal data (the Customer should note that withdrawal of their consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (k) insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 10(ii)(e) above) may be retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.

In the event any amount in an account is written-off due to a bankruptcy order being made against a Customer, the account repayment data (as defined in paragraph 10(ii)(e) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by a Customer with evidence to the credit reference agency(ies), whichever is earlier.

iii) Access to Customer Credit Data

The Bank may from time to time access the consumer credit data of a Customer held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the Customer as borrower or to another person for whom the Customer proposes to act or acts as guarantor or security provider or for the purpose of the reasonable monitoring of the indebtedness of the Customer while there is currently a default by the Customer as borrower, as guarantor or as security provider. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:

- (a) an increase in the credit amount;
- (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
- (c) the putting in place or the implementation of a scheme of arrangement with the individual Customer.

In the event the Customer wishes to access such consumer credit data obtained from a credit reference agency, the Bank will upon request advise the contact details of the relevant credit reference agency.

- 11) Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data, such sensitive personal data will be processed with the Customer's separate consent.
- 12) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the Customer's data) as permitted under the PIPL, the Bank may charge a reasonable fee for the processing of any data access request.
- 13) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:  
The Data Protection Officer  
China CITIC Bank International Limited  
30/F., Two Taikoo Place, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong  
Fax: 2258 2615
- 14) Nothing in this Notice shall limit the rights of Customers under the Ordinance and the PIPL..
- 15) Any right conferred under the Ordinance shall only apply to individual Customers.
- 16) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.
- 17) This Notice shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which Customers have entered into or intend to enter into with the Bank.
- 18) The Bank may have obtained credit report(s) on the Customer from credit reference agency(ies) in considering any application for credit. In the event the Customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).

## 關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知

### 一、除非文義另有規定，以下詞語在本通告內應具有如下涵義：

「銀行」指中信銀行(國際)有限公司；

「客戶」應具有第二段賦予該詞的涵義；

「集團」指銀行、銀行的任何附屬企業和/或它們各自的任何關聯或聯繫企業、銀行的任何直接或間接母企業、上述任何母企業的任何附屬企業和/或它們各自的任何關聯或聯繫企業。為免產生疑問，這亦包括在中國中信集團有限公司的集團內的企業（「附屬企業」、「母企業」和「企業」應具有《公司條例》（香港法例第 32 章）規定的涵義）；

「香港」指中華人民共和國香港特別行政區；和

「條例」指《個人資料（私隱）條例》（香港法例第 486 章）。

### 二、個人資料的範圍

這包括銀行通過為客戶（包括但不限於個人、獨資經營者、合夥企業、公司及非法團組織客戶）開立戶口、提供銀行信貸服務或任何服務或在與客戶維持正常業務往來過程中所收集及持有的所有客戶資料、賬戶詳情、交易記錄及其他情況。

發給客戶的本通告中的各項規定亦應適用於（但不限於）下列各項：(a) 如為個人賬戶持有人、聯名賬戶持有人或獨資經營者，有關的相關個別人士；(b) 如為合夥企業、合夥企業每名合夥人；(c) 如為公司實體，任何就開立或操作戶口之目的而向銀行提供任何個人資料的個別董事、股東、高級職員或經理；(d) 銀行向客戶批出或將批出的任何銀行或信貸額度之任何擔保人、提供抵押品的人士或保證人；及(e) 任何在開立戶口過程中或為銀行提供的任何服務的而已向銀行提供資料的其他人士（統稱「客戶」）。

### 三、收集客戶資料的重要性

客戶在申請開立戶口或延續戶口、建立或延續銀行信貸便利或要求銀行提供銀行服務時，需要不時向銀行提供有關的資料。客戶倘未能向銀行提供有關資料可能導致銀行無法開立或延續戶口、處理信貸申請、建立或延續銀行信貸便利或提供銀行服務。銀行可於延續銀行關係的正常業務往來過程中收集客戶的個人資料，如客戶簽發支票或存款，或以其他方式進行作為銀行所提供服務一部分的交易。銀行亦會向第三方（包括客戶因銀行產品及服務的推廣以及申請銀行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（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「信貸資料服務機構」）接收個人資料）。

### 四、收集客戶資料的目的及用途

有關的客戶資料將可能會用於下列用途：-

- i) 考慮及評估客戶有關銀行產品及服務的申請；
  - ii) 為提供銀行服務和信貸便利給客戶之日常運作；
  - iii) 為申請銀行服務或信貸便利作信貸檢查及定期或特別覆核，一般每年進行一次或多次；
  - iv) 建立及維持銀行的信貸評分模式；
  - v) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（以下簡稱「信貸提供者」）進行信用檢查及追討欠債；
  - vi) 確保客戶維持可靠信用；
  - vii) 設計供客戶使用的財務服務或有關產品；
  - viii) 確定及制定提供客戶的服務策略；
  - ix) 推廣服務、產品及其他標的，銀行或會從有關的服務及產品中收取報酬（詳情請參閱以下第八段），有關推廣活動不一定與開立戶口或延續戶口及建立或延續銀行信貸便利或提供銀行服務直接有關；
  - x) 確定銀行對客戶或客戶對銀行的債務；
  - xi) 向客戶及為客戶提供擔保或抵押的人士追收欠款；
  - xii) 達成或遵守按照以下事項適用於銀行、集團的任何其他成員和/或其各自的分行或辦事處或其被期望達成或遵守的有關披露及使用資料的任何義務、規定或安排：-
    - (a) 不論於香港境內或境外及不論目前或將來存在的對銀行、集團的任何其他成員和/或它們各自的任何分行或辦事處具法律約束力或適用的任何法律、規則或規例（例如，《稅務條例》及其條文，包括關於自動交換財務帳戶資料之條文）；
    - (b) 不論於香港境內或境外及不論目前或將來存在的而銀行、集團的任何其他成員和/或它們各自的任何分行或辦事處有責任、規定、被告知、獲建議或預期須遵守的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何通知、指示、指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務帳戶資料的指引或指南）；及
    - (c) 銀行、集團的任何其他成員和/或它們各自的任何分行或辦事處因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾。
- 包括但不限於向對銀行、集團任何其他成員和/或它們各自的任何分行或辦事處具有司法管轄權或與其簽署合約或其他形式之協議的任何有關監督機構、監管機構、稅務機構或其他管轄機構作出披露；
- xiii) 遵守集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
  - xiv) 促進集團的綜合監管，包括但不限於進行內部審計及履行風險管理；
  - xv) 使銀行的實際或建議承讓人、或銀行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易；
  - xvi) 備存客戶之信貸記錄（不論客戶及銀行或資料收集人是否存在任何關係）以作現時及將來之參考用途；及
  - xvii) 一切直接與上述有聯繫、有附帶性及有關的用途和客戶可能不時同意的其他用途。

### 五、資料保密

客戶資料絕對保密，（但若《中華人民共和國個人信息保護法》（「個人信息保護法」）適用於本行處理和/或使用客戶資料，僅在獲得客戶的單獨同意的情况下），銀行或接收者可能會就第四段列明的其他用途而把有關資料提供給下列人士（不論在香港或香港以外）：-

- i) 任何中間人、承包商、或向銀行提供行政、電訊、電腦、支付、證券結算、收賬或其他和銀行業務運作有關的服務之第三者服務供應人；

- ii) 任何對銀行資料有保密責任的人士(該等人士為促進銀行所提供、與銀行不時向其客戶提供、要約或給予的服務相關的銀行、投資、信貸或其他類型的服務)或集團任何成員(包括上述人士或成員、其各自的高級職員、僱員、代理和代表);
- iii) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關收款人資料);
- iv) 客戶因申請銀行產品及服務而選擇接觸的第三方服務供應商;
- v) 客戶因其他銀行及金融服務供應商向其提供服務而選擇提供本行所持有的其資料的其他銀行及金融服務供應商;
- vi) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者),而在客戶欠賬時,則可將該等資料提供給收數公司;
- vii) 銀行、集團任何其他成員和/或它們各自的任何分行或辦事處在對其本身或它們具有約束力或適用的任何法律、規則或規例要求下有責任、規定、被告知、獲建議或預期須向該人、組織或主管機構作出披露的任何人、組織或主管機構,或銀行、集團任何其他成員和/或它們各自的任何分行或辦事處有責任、規定、被告知、獲建議或預期須遵守根據或為符合任何法律、監督、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會作出或發出的任何通知、指示、指引或指導或與其簽署的協議,或根據銀行、集團任何其他成員和/或它們各自的任何分行或辦事處向本地或外地的法律、監督、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的),而有義務或以其他方式被要求向其披露該等資料的任何人士。  
包括但不限於向對銀行、集團任何其他成員和/或它們各自的任何分行或辦事處具有司法管轄權或與其簽署合約或其他形式之協議的任何有關監督機構、監管機構、稅務機構或其他管轄機構作出披露;
- viii) 任何發生或建議發出保證或第三方保證以保證或確保客戶之責任或法律責任之一方;
- ix) 任何銀行實際或建議中的承讓人、參與人、附屬參與人或銀行對客戶的權利轉讓時的承讓人,包括但不限於香港按揭證券有限公司(以下簡稱「香港按揭公司」)或根據銀行與香港按揭公司就銀行出售之按揭或其他抵押而作出之合約安排下所規定或所需之其他人士;
- x) (a) 集團各成員;  
(b) 第三者金融機構、保險商、信用卡公司、證券及投資服務供應人;  
(c) 第三者獎賞、獎勵或優惠計劃供應人;  
(d) 銀行及集團的其他成員的品牌合作夥伴(有關品牌合作夥伴的名字載於有關服務及產品的申請表格中);  
(e) 慈善或非牟利機構;及  
(f) 銀行就上述第四(ix)段聘請的外部服務供應人(包括但不限於郵遞商、電訊公司、電話銷售及直銷代理商、傳呼中心、資料處理公司及資訊科技公司)。
- xi) 銀通自動櫃員機服務有限公司(以下簡稱「銀通」)、銀行網絡內任何櫃員機之經營者及簽發在銀通網絡內使用櫃員機卡之其他發卡者。

#### 六、轉移資料往香港以外地區

銀行可能為不同的目的(如處理及儲存)不時將客戶的資料轉移往香港以外地區。若個人信息保護法適用於銀行處理和/或使用客戶資料,本行將徵求客戶針對該等跨境傳輸活動的單獨同意。該等資料可按照適用於有關司法管轄區的當地法律、規則及規例予以披露、處理、貯存或維持。

- 七、若個人信息保護法適用於銀行處理和/或使用客戶資料,本行將在和第三方共享客戶的個人資料前,告知客戶接收方的姓名和聯繫方式、處理和提供客戶個人資料的目的和方式,以及將要提供和分享個人資料的種類,並徵求客戶對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料,並在實現目的所需的最短時間內保存個人資料,或(若個人信息保護法適用於銀行處理和/或使用客戶資料)按照個人信息保護法的要求。

#### 八、在直接促銷中使用資料

銀行把和/或擬把客戶資料用於直接促銷,而銀行為該用途須獲得客戶同意(包括表示不反對)。就此,請注意:

- i) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、一般銀行、投資及保險有關交易模式及行為、財務、投資及保險經驗及背景、風險分析及人口統計數據用於直接促銷;
- ii) 可用作促銷下列類別的服務、產品及促銷標的:
  - (a) 財務、信貸額度、保險、投資、信用卡、銀行及相關服務及產品;
  - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
  - (c) 銀行合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
  - (d) 為慈善及/或非牟利用途的捐款及捐贈;
- iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求:
  - (a) 集團任何其他成員或其任何分行或辦事處;
  - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商;
  - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商;
  - (d) 銀行及集團任何其他成員和/或它們各自的任何分行或辦事處之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
  - (e) 慈善或非牟利機構;
- iv) 除由銀行促銷上述服務、產品及促銷標的以外,銀行亦將和/或擬將以上第八(i)段所述的資料提供予以上第八(iii)段所述的全部或任何人士,以供該等人士在促銷該等服務、產品及促銷標的中使用,而銀行為此用途須獲得客戶書面同意(包括表示不反對);及
- v) 銀行可能因如以上第八(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報,銀行會於以上第八(iv)段所述徵求客戶同意或不反對時如實通知客戶。

**如客戶不希望銀行如上所述使用其資料或將其資料提供予其他人士作直接促銷用途,客戶可通知銀行行使其選擇權拒絕促銷,就此客戶無須繳付費用。在此情況下,客戶可填妥銀行或所指定之文件並交回銀行或親臨銀行任何分行或致電 2287 6767 聯絡銀行電話理財中心。**

#### 九、使用本行應用程式介面(「API」)向客戶的其他銀行及第三方服務供應商轉移個人資料

本行可根據客戶向本行、向客戶提供服務的其他銀行或客戶使用之第三方服務供應商(包括其他金融服務供應商)所發出的指示,使用本行的 API 向該等其他銀行及第三方服務供應商轉移客戶的資料,以作本行、客戶的其他銀行或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。

#### 十、個人信貸資料

- i) 就有關客戶(無論以借款人、抵押人或擔保人身份及無論以客戶個人名義或與他人聯名)於 2011 年 4 月 1 日當日或以後申請按揭的資料而言,銀行可以將如下關於客戶的資料(包括任何下述資料不時更新之任何資料)以銀行和/代理人的名義提供予信貸資料服務機構:
  - (a) 全名;
  - (b) 關於每項按揭的個人身份(即借款人、抵押人或擔保人及無論以客戶個人名義或與他人聯名作出);

- (c) 香港身份證號碼或旅遊證件號碼；
- (d) 出生日期；
- (e) 通訊地址；
- (f) 每項按揭的按揭賬戶號碼；
- (g) 每項按揭的信貸種類；
- (h) 每項按揭的按揭賬戶狀況（如生效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
- (i) （如有）每項按揭的按揭賬戶結束日期。

信貸資料服務機構會使用上述由銀行提供的資料統計客戶（分別以借款人、按揭人或擔保人身份及無論以客戶個人名義或與他人聯名作出）不時於信貸提供者持有的按揭宗數，於信貸資料服務機構的信貸資料庫內讓信貸提供者共用（受限於根據條例核准及發出的個人信貸資料實務守則的規定）。

- ii) 根據條例及（若個人信息保護法適用於銀行處理和/或使用客戶資料）個人信息保護法的條款及根據條例發佈的個人信貸資料實務守則，任何個人客戶有權：
  - (a) 審查銀行是否持有他/她的資料及有權查閱有關的資料；
  - (b) 要求銀行改正有關他/她不準確的資料；
  - (c) 查悉銀行對於資料的政策及實際運用及告知銀行持有關於他/她的個人資料種類；
  - (d) 在與個人信貸有關的情況下，要求獲告知那些資料是會向信貸資料服務機構或收數公司例行披露，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料要求；及
  - (e) 對於銀行向信貸資料服務機構提供的個人信貸資料（為免產生疑問，包括任何賬戶還款資料），於悉數清償欠款而終止戶口時，指示銀行向信貸資料服務機構要求從資料庫刪除有關賬戶資料，惟是項指示須於終止戶口後 5 年內提出，而該戶口在緊接終止之前 5 年內，並無拖欠還款超過 60 天的記錄。賬戶還款資料包括上次到期的還款額、上次報告期間所作還款額（即緊接銀行上次向信貸資料服務機構提供最後一次還款資料前不超過 31 天的期間）、剩餘可用信貸額或未償還數額（即過期欠款額及逾期還款日數、清還過期欠款的日期和全數清還拖欠超過 60 天的欠賬的日期（如有））。
  - (f) 若個人信息保護法適用於銀行處理和/或使用客戶資料，要求本行刪除客戶的個人資料；
  - (g) 若個人信息保護法適用於銀行處理和/或使用客戶資料，反對以某種特定方式使用客戶個人資料；
  - (h) 若個人信息保護法適用於銀行處理和/或使用客戶資料，要求對處理客戶個人資料的規則進行解釋說明；
  - (i) 若個人信息保護法適用於銀行處理和/或使用客戶資料，且滿足個人信息保護法的要求的情況下，要求本行將您向本行提供的個人資料轉移給您選擇的第三方；
  - (j) 若個人信息保護法適用於銀行處理和/或使用客戶資料，撤回對收集、處理或轉移客戶個人資料的同意（客戶應注意，客戶撤回他們的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務）；和
  - (k) 若個人信息保護法適用於銀行處理和/或使用客戶資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

如出現關於戶口的欠款情況，除非拖欠金額在由出現拖欠日期起計 60 天屆滿前全數清還或撇賬（除了因破產令導致之外），否則其可由信貸資料服務機構所持有的賬戶還款資料（按上文第十(ii)(e)段的定義）將會在全數清還該拖欠還款後繼續保留多至 5 年。

如客戶因被頒布破產令而導致戶口中的任何金額被撇賬，不論其賬戶還款資料（按上文第十(ii)(e)段的定義）是否顯示有拖欠超過 60 天的欠賬，其可由信貸資料服務機構持有的賬戶還款資料會在全數清還該拖欠還款後繼續保留 5 年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令的 5 年止（以較先出現的情況為準）。

iii) 查閱個人信貸資料

銀行在考慮批出個人信貸或在檢討或續批已批予任何客戶為借款人的個人信貸，或任何其他他人為借款人而有關客戶為擔保人或押品提供者的個人信貸的過程中，或在任何客戶作為借款人或擔保人或押品提供者有拖欠情況時作合理監察有關客戶的債務情況時，可不時查閱由信貸資料服務機構持有的該客戶的個人信貸資料。特別是，銀行可取閱客戶之個人信貸資料作為檢討現有已批出的個人信貸，以協助銀行考慮下列事項：

- (a) 增加信貸限額；
- (b) 對信貸作出限額（包括取消或減少信貸限額）；
- (c) 對有關個人安排或實行債務償還安排。

倘若客戶希望從信貸資料服務機構查閱相關信貸資料，銀行可於要求下給予客戶有關信貸資料服務機構的聯絡資料。

十一、 本行收集的部分資料可能構成個人信息保護法下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，本行才會處理敏感個人信息。若個人信息保護法適用於銀行處理和/或使用客戶資料，該等敏感個人信息將在獲得客戶的單獨同意後才進行處理。

十二、 根據條例的規定，銀行有權就處理任何查閱資料的要求收取合理費用。

十三、 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提供：

資料保護主任

中信銀行(國際)有限公司

香港鰂魚涌英皇道 979 號太古坊太古坊二座 30 樓

傳真：2258 2615

十四、 本通知不會限制客戶在條例和個人信息保護法下所享有的權利。

十五、 條例下賦予的任何權利只適用於個人客戶。

十六、 本通知的中、英文版如有歧義，概以英文版為準。

十七、 本通知將成為客戶與銀行或將與銀行訂定之所有合約、協議、信貸函、賬戶管理委託及其他約束性安排之一部份。

十八、 本行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若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。