

声明 Declaration

i. 一般条款 General Conditions

1. 本人（等）谨此确认及同意，在符合一般声明的第6条及第7条(以适用者为准)规定的前提下，本人（等）应银行的要求所提供有关本人（等）的任何数据，或于本人（等）与银行进行交易过程中被收集的有关本人（等）的任何资料，均可披露予任何信贷资对服务提供商，或由之使用及保存，以达到核证该等数据的目的，或以达到任何上述机构向其他机构提供该等数据。

I/We hereby acknowledge and agree that, subject to clause 6 or 7 of General Declaration below (as the case may be), any information with respect to me/us which is provided by me/us at the Bank's request or collected in the course of dealings between me/us and the bank may be disclosed to, or used and retained by any credit reference agent or similar service provider for the purpose of verifying such information or enabling them to provide such information to order institutions:

(a) 以便其他机构可以对本人/本公司作为信贷额度的申请人或担保人，进行信贷及其他状况调查;及

In order that they may carry out credit and other status checks in respect of me/us in my/our capacity as applicant for, or guarantor of, credit facilities; and

(b) 以达到在本人/本公司作为借款人或担保人而出现失责之时,对任何债务作出合理监控的目的。

For the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as Applicant or guarantor.

2. 招商永隆银行有限公司（「银行」）可能将本人（等）账户的任何资料向以下人士透露：(a)本人（等）现有或拟有任何交易的金融机构或商人或任何信贷数据机构，(b)可能或已经承让或参予任何银行资产或业务的任何人，(c)提供任何服务给银行的任何代理人、承包商或供货商，(d)关联公司或附属公司，(e)对银行有保密责任的任何人士及(f)遵照香港或其他地方的任何政府机关或法庭的要求或法令的任何人士。

CMB Wing Lung Bank Limited ("the Bank") may disclose any information about my/our account to (a) any financial institutions or merchants with which I/we have or propose to have any dealing or any credit reference agencies ("CRA"), (b) any proposed or actual participant in, or assignee or transferee of, any of the Bank's assets or business, (c) any agent, contractor or provider of any service to the Bank, (d) associated or affiliated companies, (e) any person under a duty of confidentiality to the Bank, and (f) any person pursuant to a requirement or an order of any government authority or court in Hong Kong or elsewhere.

3. 如本人（等）为个人，本人（等）同意银行可使用及透露本人（等）（银行在任何时间收集）的个人资料作为参照银行现时的个人资料声明或政策的用途（包括在《个人资料（私隐）条例》中定义的核对程序）及给予（在香港内外）的人士。本人（等）要求银行就银行相信本人（等）可能有兴趣的任何财政服务与本人（等）联络。

If I am/we are an individual, I/we agree that the Bank may use and disclose my/our personal data (collected by the Bank at any time) for the purposes (including matching procedures, as defined in the Personal Data (Privacy) Ordinance ("the Ordinance") and to the persons (in or outside Hong Kong) as referred to in the Bank's current statement or policy on personal data. I/We request the Bank to contact me/us on any financial services the Bank believes may be of interest to me/us.

4. 为配合银行达到客户尽职审查以及风险管理目的，本人/公司授权招商永隆银行可采用加密法技术的方式，从招商银行获取本人之个人/公司数据及相关金融信息，包括但不限于：中英文姓名/名称、证件/注册类型及证件号/注册号码等，并同时授权招商银行以前述方式，向招商永隆银行提供本人之个人/公司数据及相关金融信息（如适用）。

In order to cooperate with the bank to fulfill customer due diligence requirement and on risk management purpose, I/We authorize CMB Wing Lung Bank to use encryption technology to obtain my/our personal/company data and related financial information from China Merchants Bank, including but not limited to: Chinese and English name, ID/certification type and number, etc. At the same time, I/We authorize China Merchants Bank to provide my/our personal/company data and related financial information to CMB Wing Lung Bank in the aforementioned manner (if applicable)

ii. 一般声明 General Declaration

1. 本人（等）证实上述填报之资料、各附页（如有）及附上之文件全属真实、正确和完备，并授权银行可随时以任何其认为适当之途径以确认该等数据及有关数据之真实性及与有关方面交换数据及索取其他关于本人（等）的数据。本人（等）并知悉及同意银行可根据不时给予本人（等）之月结单、通函、章则及条款内所载有关披露个人资料的政策或通知作指定用途及向指定人士披露或转移本人（等）的个人资料。本人（等）同意及明白在银行认为适合的情况下，银行可能随时及不时将其持有的客户数据转移至其他地方（包括香港以外的地区）。银行将根据《个人资料（私隐）条例》（「该条例」）所述程序参考由信贷数据机构提供有关客户的信贷报告。本人（等）同意向银行提供本人（等）的个人资料及其他数据作促销、信贷审查、

收取欠款或任何其他其认为适当之用途。如申请人为独资经营商号或合伙经营商号，本人(等)知悉当信贷账户在全部贷款清还的情况下结束，而在结清账户前5年内无逾期60天的还款记录，本人(等)有权指示信贷提供者要求信贷数据服务机构删除在其数据库有关该已结清信贷账户的任何资料。本人(等)同意此申请表格所有提供之资料均受银行不时颁布有关个人资料之客户通知之约束。该个人资料之客户通知可以于银行任何一间分行索取或于银行网页www.cmbwinglungbank.com浏览。

I/We confirm, warrant and declare that the information given in this application form, on relevant supplementary sheet(s) and attached document(s) is/are true, correct and complete and authorize the Bank to contact any party for verification and disclose or to obtain further information when deemed necessary. I/We also acknowledge and agree that from time to time, all personal data relating to me/us ("the data") may be used and disclosed by the Bank for such purposes and to such persons in accordance with the Bank's policies or notices on use and disclosure of personal data as set out in statements, circulars, notice of terms and conditions made available to customers. I/We agree and understand that the data held by the Bank relating to me/us may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the Bank deems necessary. I/We acknowledge that the Bank shall, in accordance with the requirements set out in the Ordinance, consider a credit report in determining my / our application. I / We agree that the data and other information related to me/us may be used or disclosed for direct marketing, credit checking and debt collecting or any purposes that the Bank may consider appropriate. If the Applicant is a sole proprietorship or partnership, I / We acknowledge that upon the termination of the account by full repayment and on condition that there has been, within 5 years immediately before account termination, no default for a period in excess of 60 days on the account, I / we will have the right to instruct the credit provider to make a request to the credit reference agency to delete from its database any account data relating to the terminated account. I/We agree that all information provided in this form shall be subject to *the Notice* to customers relating to personal data from time to time issued by the Bank. A copy of such notice is available on request at any of the Bank's branches or from the Bank's website www.cmbwinglungbank.com.

2. 本人(等)明白及同意银行保留拒绝此申请之权利并无须就此作出任何解释。本人(等)亦同意无论此申请批核与否，本人(等)所递交之申请表格及一切有关文件之影印本将不会获退还。银行有权随时要求本人(等)提供其他数据 / 文件。

I/We understand and agree that the Bank reserves the right to reject this application without giving any explanation and further agree that this application form and the copy documents supplied are not returnable whether the application is approved or not. The Bank reserves the right to, at any time, request further information/document(s) from me/us.

3. 根据本人(等)申请的贷款产品，本人(等)确认已阅读及清楚明白银行提供之「小微贷」贷款服务(「该贷款」)一般条款及细则、本申请表格内各项条款、「小微贷」分期贷款服务推广优惠条款及细则、「小微贷」透支贷款服务推广优惠条款及细则、「小微贷」贷款服务分期贷款产品数据概要、「小微贷」贷款服务透支贷款产品数据概要。本人(等)确认本人(等)已将该以上条款及细则及该通知之内容知会本人(等)公司之其他合伙人，而他们均同意于本申请批核后遵守及受该等条款所约束。

I/We confirm that I/we have read and fully understood the loan product I/we applied for General Terms and Conditions of Micro Enterprise Loan Services ("the Loan"), Terms and Conditions in this application form, Terms and Conditions of Micro Enterprise Instalment Loan Services Promotional Offer, Terms and Conditions of Micro Enterprise Overdraft Facility Services Promotional Offer, Key Facts Statement (KFS) for Instalment Loan of Micro Enterprise Loan Services, Key Facts Statement (KFS) for Overdraft Facility of Micro Enterprise Loan Services I/We further confirm that I/we have already notified the other partner(s) of my/our firm the contents in the said Terms and Conditions and *the Notice*, and they all agreed with the use of data in the manner as stipulated herein.

4. 若本人(等)提供任何不正确或错误资料，本人(等)亦明白及确认根据香港特别行政区法律，本人(等)可被控触犯有关欺诈及提供错误数据之刑事罪行。

I/We also understand and acknowledge that if I/we give any incorrect or false information, I/we may be guilty of criminal offence related to deception and false information under the Laws of Hong Kong Special Administrative Region.

5. 本人(等)确认本人(等)并没有因拖欠款项而遭任何财务机构取消，本人(等)所申请之信用卡及 / 或无抵押贷款(包括私人贷款、税务贷款、循环贷款及 / 或本文没有提及之任何贷款类别)。本人(等)确认本人(等)最近在任何财务机构并没有超过30日之逾期还款(包括信用卡及任何无抵押贷款)。本人(等)进一步确认本人(等)从没有被颁布破产令，亦没有向法院申请破产或意图申请破产。

I/We confirm that no credit card and/or unsecured loan (including without limitation personal loan, tax loan, any loan with a revolving nature and/or any kinds of loan that are not mentioned) under my/our name issued or provided by any financial institutions has been cancelled due to default in payment and there is no current overdue payment exceeding 30 days in respect of my/our indebtedness (including credit card and any unsecured loans) with other financial institutions.

I/We further confirm that no insolvency proceedings has ever been made against me/us and I am/we are neither in the process of petitioning for bankruptcy nor

have any intention so to do.

6. 如申請人為獨資經營商號或合夥經營商號，本人（等）會不時（按銀行或其他要求）向銀行提供根據《該條例》及任何其他個人資料。銀行及其關聯公司特此授權根據銀行不時提供予本人（等）之該通知內有關於條例所指之目的使用該個人資料，或向該通知內所指之附屬公司或銀行之服務供應商披露該個人資料。本人（等）同意本人（等）的個人資料或會被銀行，其附屬公司或銀行之服務供應商轉移至香港以外地方處理和使用作核對程序（無論是否採取任何不利本人（等）的行動）。

If the Applicant is a sole proprietorship or partnership, from time to time, I/we may (on request of the Bank or otherwise) provide to the Bank personal data as defined in the Ordinance and any other information. The Bank and its affiliates are hereby authorized to use that personal data or information for the purposes referred to *the Notice* given to me/us from time to time to disclose such personal data or information to the persons referred to in *the Notice* and to the subsidiaries and the service providers of the Bank and for the purpose referred to in *the Notice*. I/We agree that my/our personal data or information may be transferred to, and processed and used in, a place outside Hong Kong by the Bank or any of the subsidiaries or service providers of the Bank. I/We consent to use of any of my/our personal data or information by the Bank or any of the subsidiaries or service providers of the Bank for the purpose of a matching procedure (whether or not with a view to taking any adverse action against me/us).

7. 如申請人為獨資經營商號或合夥經營商號，本人（等）已確認收閱本行《關於個人資料（私隱）條例致客戶的通知》並同意收閱該通知內之條款。銀行會不時把該通知發送至銀行客戶，該通知列明條例之所載事項，特別是本人（等）的個人資料或會被如何使用及會向誰披露。如本人（等）繼續本人（等）的申請，該通知適用於從本人（等）收集的個人資料。

If the Applicant is a sole proprietorship or partnership, I/we acknowledge and confirm that I/we have received and read the Bank's *Notice to Customers relating to the Personal Data (Privacy) Ordinance* and agree the use of personal data in the manner as stipulated therein. *The Notice* is given to the Bank's customers from time to time and set out matters required under the Ordinance to be notified to me/us. In particular, it sets out how personal data relating to me/us may be used and to whom it may be disclosed. Should I/we proceed with my/our application; *the Notice* will apply to all personal data collected from me/us.

8. 本人（等）同意並接納銀行可就此項申請而取得及審議兩份信貸報告，一份為個人信貸報告，另一份為公司信貸報告。本人（等）確認本人（等）已知會本人（等）公司之其他合夥人而他們均同意並授權銀行在其認為適當的情況下，可使用他們或任何一位之數據作信貸查閱及 / 或檢討。本人（等）進一步聲明本人（等）並不規定、請求或要求銀行（以書面或其他方式）通知本人（等），銀行已取得及審議有關信貸報告，而本人（等）可向環聯信息有限公司（電話：2577 1816）查閱或更正有關個人信貸報告，及 / 或向美國鄧白氏商業資料（香港）有限公司（電話：2516 1100）查閱或更正有關公司信貸報告。

I/We acknowledge and accept that the Bank may obtain and consider two credit reports in connection with this application. One is personal credit report, another one is company credit report. I/We confirm that I/we have already notified the other partner(s) of my/our firm and they all agree and authorize the Bank to access their data for the purposes of credit checking and/or credit review when deemed necessary. I/We further declare that I/we do not require, request or demand any notification (written or otherwise) from the Bank to me/us that such credit report has been obtained and considered and that I/we may have access to or correct such personal credit report by TransUnion Limited (Telephone No.: 2577 1816), and/or such company credit report by Dun & Bradstreet (HK) Limited (Telephone No.: 2516 1100).

9. 本人（等）同意銀行可提供本借款之擔保人有關借款文件，還款通知書及結單等。

I/We agree that the Bank may release related loan documentation, letter of demand and bank statement etc. to the guarantor of the Loan.

10. 本人（等）完全明白如本聲明與事實不符，本人（等）將會有刑事責任（包括但不限於訛騙罪）。

I/We fully understand I/we may incur criminal liabilities (including but not limited to the offence of fraud) if this declaration is not true.

11. 本人（等）同意本負債聲明可在任何法庭作呈堂證供。

I/We agree that this declaration is admissible as evidence in any court of law.

iii. 負債聲明 Declaration of Debt Obligation

1. 本人（等）完全明白如本聲明與事實不符，本人（等）將會有刑事責任（包括但不限於訛騙罪）。

I/We fully understand I/we may incur criminal liabilities (including but not limited to the offence of fraud) if this declaration is not true.

2. 本人（等）同意本負債聲明可在任何法庭作呈堂證供。

I/We agree that this declaration is admissible as evidence in any court of law.

本人（等）/ 公司（下称「借款人」）同意遵守下列条款及细则：

I/We/the Company ("the Applicant") agree to be bound by the following terms and conditions :

「小微贷」贷款服务（「该贷款」）一般条款及细则：

General Terms and Conditions of Micro Enterprise Loan Services ("the Loan") :

- 招商永隆銀行有限公司（「本行」）将于借款人申请该贷款获批核后，根据该贷款申请表格之条款及细则、本行发出的贷款确认书、优惠条款（如适用）及本条款及细则提供予借款人一项贷款。当借款人提取该贷款后，借款人将被视作已接受及同意遵守该贷款申请表格之条款及细则、本行发出的贷款确认书、优惠条款（如适用）及本条款及细则。
CMB Wing Lung Bank Limited ("the Bank") shall, upon the Applicant's application for the Loan be approved, extend to the Applicant a loan, subject to the terms and conditions of the Loan application form, loan offer letter issued by the Bank, terms of promotional offers (if applicable) and these Terms and Conditions. After drawing of the Loan by the Applicant, the Applicant shall be deemed to have accepted and agreed to be bound by the terms and conditions of the Loan application form, loan offer letter issued by the Bank, terms of promotional offers (if applicable) and these Terms and Conditions.
- 借款人须于本行所订明的还款日或之前以本行所订明的每月还款额透过本行指定还款账户偿还予本行该贷款之本金或其余额及利息、逾期利息、费用、开支及履行以下责任，并授予本行不可撤销之权力于还款账户内扣除每月还款额，但不影响本行要求全数立即清还该贷款的权利。
The Applicant shall repay the principal amount advanced or the remaining balance of the Loan together with interests, overdue interests, charges, expenses to the Bank by the monthly repayment amount prescribed by the Bank through the repayment account designated by the Bank on or before the repayment date prescribed by the Bank and shall perform other liabilities hereinafter mentioned, and authorizes irrevocable authority to the Bank to debit the monthly repayment amount from the repayment account. Such authorization will not affect the rights of the Bank to demand immediate full repayment of the Loan.
- 如还款日是公众假期，还款额将于下一个工作天从本行指定还款账户中扣除。
If the repayment date falls on a public holiday, the repayment amount will be debited from the repayment account designated by the Bank on the following business day.
- 该贷款之利息将由提取该贷款日起计算，本行有绝对酌情权按其贷款金额、贷款期限和还款条件而厘订利率并以每日计算利息及每月收取。本行亦可将每月还款额以其认为适合的方式分配偿还该贷款本金、利息、贷款手续费（如适用）及其他费用。
Interest of the Loan will be calculated from the Loan drawdown date on daily basis and charged on monthly basis, and shall be determined at the absolute discretion of the Bank with reference to the Loan amount, the term and repayment conditions. The monthly repayment amount shall be apportioned among the principal, interest, loan handling fee (if applicable) and other charges of the Loan in such manner as the Bank thinks fit.
- 本行可从获批核的该贷款金额内扣除由本行所厘定的贷款手续费（如适用）及其他费用后，始将该贷款余额付予借款人。
The Bank may deduct the loan handling fee (if applicable) and other charges, calculated at such rate or in such amount as the Bank may determine, from the approved Loan amount and pay the balance of the Loan to the Applicant.
- 该贷款利息以每年 365 日计算（包括闰年和非闰年）。
Interest of the Loan shall be calculated on the basis of 365-day per year (including ordinary and leap years).
- 本行可于任何时间将借款人于该贷款所欠之款项、利息、费用、收费、一切其他欠款与借款人于本行的其他账户（包括定期存款账户）合并处理而不作另行通知，并以该等账户的结余来作抵销或转账以偿还该贷款所欠之款项。
The Bank may at any time, without prior notice, combine or consolidate any outstanding amount or interest or fee or charge or any other outstanding amount of the Loan with any accounts which the Applicant maintains with the Bank (including time deposit accounts) and set off against or transfer any credit balance of such accounts for the repayment of the outstanding amount of the Loan.
- 本行有权聘用第三方收数公司为本行追讨借款人之任何欠款。借款人同意支付本行于执行本条款及细则及追讨借款人有关欠款时所引致之一切合理费用及开支（当中包括律师费及聘用上述第三方收数公司的一切费用）。
The Bank may employ third party debt collection agencies to claim any outstanding amounts owed by the Applicant for the Bank. The Applicant agrees to pay to the Bank all costs and expenses (including legal fees and all charges to employ third party debt collection agencies) reasonably incurred by the Bank in enforcing these Terms and Conditions and for the recovery of any outstanding amounts of the Applicant.
- 本行可在给予借款人不少于三十天通知的情况下不时全权修订本条款及细则。若借款人未于该段通知期结束前全数偿还该贷款或于通知期结束后仍使用该贷款，借款人将被视为同意该等修订。
The Bank may, by giving not less than 30 days prior notice to the Applicant, amend these Terms and Conditions from time to time at its sole discretion. If the Applicant does not fully repay the Loan before the expiry of the notice period or continues to utilize the Loan after the notice period, the Applicant shall be deemed to have agreed to such amendments.
- 如多于一人签署及同意受本条款及细则约束，彼等的债务及责任均属共同及个别承担。又按文义所需，单数词当包括众数。根据本条款及细则发给其任何一人的通知，得视为对其全体的有效通知。
If more than one person signs and agrees to be bound by these Terms and Conditions, the obligations and liabilities of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice given under these Terms and Conditions to any one such person will be deemed effective notification to all such persons.
- 借款人授权本行可为核实资料联络各有关人士，并授权本行向其他银行、信贷资料机构及 / 或信用卡公司披露及转移本行保存或受本行控制有关借款人贷款及 / 或与信贷相关的资料，以作信贷审查及信贷资料交流用途。
The Applicant authorizes the Bank to contact all relevant parties for verification and to disclose and transfer details concerning the Applicant's loan or credit facilities and / or credit related data relating to the Applicant in the possession or control of the Bank to other banks, credit reference agencies and / or credit card companies for the purposes of credit checking and exchanging credit information.
- 本行可在给予借款人合理通知后取消该贷款。若借款人未能依期缴付任何还款金额 / 违反本条款及细则 / 任何适用法例及规定，本行有绝对权力在没有预先通知下实时取消该贷款。该贷款一旦被取消，借款人须实时偿还该贷款所有尚欠本金、利息及支付该贷款所涉及之一切费用。
The Bank may terminate the Loan by giving the Applicant prior reasonable notice. However, if the Applicant fails to repay any repayment amount as scheduled or is in breach of these Terms and Conditions or any applicable law and regulation, the Bank shall have the absolute right to terminate the Loan immediately without prior notice. Upon termination of the Loan, the Applicant shall repay all outstanding principal, interests of the Loan immediately and pay all charges in connection with the Loan.
- 若借款人对于偿还该贷款（或其任何部份）或就缴付该贷款之任何欠款有任何困难，借款人承诺尽快通知本行。
The Applicant undertakes to inform the Bank as soon as possible of any difficulty in repaying the Loan (or any part thereof) or in paying any outstanding amount arising from the Loan.
- 借款人在贷款申请表格上填报的数据（包括但不限于借款人之地址、电话号码及职业等）如有任何更改，借款人必须实时以书面通知本行。如在提取该贷款日期前发生任何变故，或借款人在贷款申请表格上向本行提供的任何数据并不正确，本行保留取消该贷款并要求立即全数偿还该贷款的权利。
Any change of the information given by the Applicant in the loan application form (including but not limited to the Applicant's address, telephone number and occupation, etc.), the Applicant must notify to the Bank in writing immediately. The Bank reserves the right to rescind the Loan and demand immediate repayment in full if any change occurs prior to the drawdown of the Loan or if any information provided to the Bank in the Applicant's loan application form is inaccurate.
- 借款人同意倘申请该贷款时或日后与本行董事 / 雇员有任何亲属关系，尽速以书面通知本行。
The Applicant agrees to notify the Bank promptly in writing should the Applicant be or become related to any of the Bank's directors or employees during or after the

application of the Loan.

16. 借款人确认并同意可根据本行不时提供予客户之结单、通函、通知或条款及细则内所载有关使用及披露个人资料的政策，作指定用途及向指定人士披露所有与借款人有关的个人资料。
- The Applicant acknowledges and agrees that all personal data relating to the Applicant may be used and disclosed by the Bank for such purposes and to such persons as may be in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time.
17. 本条款及细则中任何条款如因任何理由而失效，则失效范围仅为该条款，而不会影响其余条款及细则之效力。本条款及细则如对任何责任施以豁免或限制，均以不违反香港特别行政区法律之规定为限。
- These Terms and Conditions shall not be operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the Laws of the Hong Kong Special Administrative Region, and if they contain any provision which is invalid for any reason, shall be ineffective only to the extent of such invalidity, which shall not affect the validity of the remaining Terms and Conditions.
18. 借款人同意授权本行向本行真诚相信是借款人之询问者透过电话披露下列数据（本行为此可要求询问者提供借款人的正确香港身份证号码、申请贷款金额及本行为核对询问者身份而认为合适的其他数据）：该贷款的批核状况（已批核 / 审核中 / 已拒绝）；及若该贷款已获批核，有关该贷款之详情。唯本行并无义务核实询问者的身份，借款人并同意倘本行遵照上述程序向借款人以外的其他人士透露有关资料而遭受任何损失时，本行无须负上任何责任。
- The Applicant authorizes the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be the Applicant (and for this purpose the Bank may require the enquirer to provide the Applicant's correct Hong Kong Identity Card number, the loan amount applied for and any other information as the Bank deems fit for verification of the enquirer's identity): Loan approval status (approved, pending or rejected), and if approved, details of the Loan. The Bank has no obligation to verify enquirer's identity and the Applicant agrees that if the Applicant suffers from any loss due to the Bank disclosure of related information according to the aforesaid procedures to enquirer other than the Applicant, the Bank would not be liable to any liability.
19. 借款人同意在下列任何一种情况而不损害本行在本条款及细则或法律上之权利及补救方法下，所有该贷款之欠款包括本金及利息及其他责任将实时到期及须实时支付及履行而本行无须事先发出通知：
- The Applicant agrees that under any of the following conditions, without prejudice to any other rights and remedies to the Bank herein or at law, all outstanding balance of the Loan including principal and interests and other obligations and liabilities to the Bank shall become immediately due and payable and shall be performed without the Bank's prior notice:
- i 借款人违反任何本条款及细则；或
violation of any these Terms and Conditions by the Applicant; or
 - ii 根据破产条例（香港法例第六章），借款人现时或可见之未来不能偿还任何所欠之债务；或
any attachment, execution or similar process is levied against the Applicant; or
 - iii 任何人士申请指派接管人控制借款人之财产，或任何有关该等财产之拘押令；或
if the Applicant appears to be unable to pay or have no reasonable prospect of being able to pay any debt within the meaning of
Bankruptcy Ordinance (Cap.6 of the Laws of Hong Kong); or
 - iv 借款人死亡或精神上无行为能力；或
the Applicant's death or mental disability; or
 - v 本行认为借款人不能履行或不能偿还借款人欠本行之责任或债务。
the Bank determines that the Applicant fails to comply or settle the Applicant's obligations and liabilities owing to the Bank
20. 本行保留随时终止、取消或暂停该贷款，并要求借款人立即清还该贷款的凌驾性权利。
- The Bank reserves the overriding right to terminate, cancel or suspend the Loan at any time immediately and demand the Applicant to repay the Loan immediately in full.
21. 借款人承诺弥偿本行直接或间接因或就本申请及 / 或本行依赖任何人（等）于此提供之数据，或嗣后借款人不时提供之数据而引致本行可能蒙受或招致之一切损失、损害、费用、索偿、申索、诉讼及责任，不论任何性质亦然，除非（及只限于）乃纯粹因本行或其雇员或代理人蓄意行为不当或疏忽所引致的，则属例外
- The Applicant shall indemnify the Bank against all losses, damages, costs, expenses, claims, demands, proceedings and liabilities of whatsoever nature the Bank may suffer or incur, directly or indirectly, arising out of or in connection with this application and / or its reliance on the information provided by any person(s) to the Bank herein or subsequently, from time to time, supplied by the Applicant except to the extent that the same is solely caused by the willful misconduct or gross negligence of the Bank or their respective employees or agents.
22. 本条款及细则之中、英文版本如有任何歧义，一概以英文版本为准。
- In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
23. 本条款及细则受香港特别行政区法律所管辖，并按该等法律诠释。
- These Terms and Conditions shall be governed by and constructed in accordance with the Laws of the Hong Kong Special Administrative Region.

Terms and Conditions of Micro Enterprise Instalment Loan Services Promotional Offer:

- 「小微贷」分期贷款服务推广优惠（「本推广优惠」）只适用于招商永隆银行有限公司（「本行」）之「小微贷」分期贷款服务。
Micro Enterprise Instalment Loan Services Promotional Offer is only applicable to Micro Enterprise Instalment Loan Services of CMB Wing Lung Bank Limited ("the Bank").
- 「小微贷」分期贷款服务之最高贷款金额为港币 1,500,000 元，最低贷款金额为港币 10,000 元。最终获批核之贷款金额按个别申请人情况而有所调整。
The maximum loan amount for Micro Enterprise Instalment Loan Services is HKD1,500,000.
The minimum loan amount is HKD10,000. The final approved loan amount is subject to change in accordance with the circumstances of individual applicant.
- 申请人可选择 12、18、24、36、48 或 60 个月为「小微贷」分期贷款服务之还款期。
Applicant can choose the period of 12, 18, 24, 36, 48 or 60 months as the repayment tenor of Micro Enterprise Instalment Loan Services.
- 「小微贷」分期贷款服务之贷款手续费根据贷款金额 0.75% 计算。贷款手续费为申请「小微贷」分期贷款服务之费用，并于提取「小微贷」分期贷款服务前从已批核之贷款金额中扣除。本行有权根据个别借款人之财务状况决定「小微贷」分期贷款服务之贷款手续费。
The loan handling fee of Micro Enterprise Instalment Loan Services is calculated in accordance with the loan amount, charged with 0.75% of the loan amount. The loan handling fee is charged for the application of Micro Enterprise Instalment Loan Services and is deducted from the approved loan amount before drawdown of Micro Enterprise Instalment Loan Services. The handling fee and other charges (if any), at such rate and in such amount and manner shall be stipulated by the Bank from time to time by giving prior notice to Applicant.
- 「小微贷」分期贷款服务之年化浮动利率范围为 P+0.5% 至 P+5%。年化利率为浮动利率。最优惠利率（「P」）指本行不时指定之最优惠贷款利率，现时为年利率 5.625%，随市况调整。以下年化浮动利率只供参考。本行有权根据个别申请人之财务状况决定其年化浮动利率。
The range of annualised floating interest rate of Micro Enterprise Instalment Loan Services is from P+0.5% to P+5%. The annualised interest rate is a floating interest rate. Prime Rate ("P") means the Best Lending Rate from time to time quoted by the Bank; current Prime Rate is 5.625% per annum, subject to market fluctuation. The below annualised floating interest rate is for reference only. The annualised floating interest rate applicable is subject to the financial condition of each applicant and is solely determined by the Bank.

贷款金额（港币）	年化浮动利率范围		
	12 个月	18 / 24 个月	36 / 48 / 60 个月
\$300,000 以下	P+0.75% 至 P+4%	P+1% 至 P+4.5%	P+1.25% 至 P+5%
\$300,000 或以上	P+0.5% 至 P+3%	P+0.75% 至 P+3.5%	P+1% 至 P+4%

Loan Amount (HKD)	Range of Annualised Floating Interest Rate		
	12 months	18 / 24 months	36 / 48 / 60 months
Below \$300,000	P+0.75% to P+4%	P+1% to P+4.5%	P+1.25% to P+5%
\$300,000 or above	P+0.5% to P+3%	P+0.75% to P+3.5%	P+1% to P+4%

- 若借款人未能依期偿还每月还款额或其他到期之应付款项，则「小微贷」分期贷款服务（不论本文有任何规定）将实时到期，借款人须按任何逾期未付的金额支付逾期利息，由欠款日起至付款日（包括法律上判决之前或之后）计算，利率为合约利率加**年息 7%**以单利息每日计算及不设最低逾期利息金额。此外，借款人须缴付每次逾期还款费用，费用为**港币 50 元**，及本行因追讨欠款所支付的一切其他合理费用及开支，当中包括所有法律费用及支出。
If the Applicant fails to repay the monthly repayment amount or other payable amount on the due day as scheduled, Micro Enterprise Instalment Loan Services shall (notwithstanding anything herein contained) become due immediately and the Applicant shall pay overdue interest on any overdue amount from the due date up to the date of actual payment (including the date before or after judgment) at the rate of **7% per annum** over contract rate, calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit. No minimum amount of default interest will be applied. The Applicant shall pay overdue repayment fee at **HKD50** for each overdue repayment and pay all other fees and expenses reasonably incurred by the Bank arising from the recovery of outstanding payment including all legal costs and expenses.
- 当借款人于还款期到期前偿还全部「小微贷」分期贷款服务，本行将收取**已批核贷款金额之 1% 或港币 1,000 元**之提早还款费（以较高者为准），以及相等于当时尚欠本金的一个月利息之提前偿还费。如欲提早清还全部「小微贷」分期贷款余额，借款人必须于还款期到期前最少两个工作天以书面向本行申请。
If the Applicant fully repays Micro Enterprise Instalment Loan Services before the due date of the repayment tenor, the Bank will charge **1% of the approved loan amount or HKD1,000** (whichever is the higher) as early settlement fee and will charge a prepayment fee equal to one month's interest of the outstanding balance. The Applicant must submit the application to the Bank in writing at least two working days before the due date of the repayment date if the outstanding balance of Micro Enterprise Instalment Loan is intended to be early repaid in full.
- 「小微贷」分期贷款服务还款出现退票或拒绝自动转账授权指示时，借款人需缴付还款退回费用**港币 150 元**或根据本行现时之《**一般银行服务及「金葵花理财」服务收费**》列明的费用（以较高者为准）。
For returned cheque or rejected autopay payment instruction upon repayment of Micro Enterprise Instalment Loan Services, the Applicant shall pay the return payment fee of **HKD150** or the **prescribed fee under the Bank's General Banking and Sunflower Service Charges** (whichever is the higher).

忠告：借定唔借？还得到先好借！

Warning: To borrow or not to borrow? Borrow only if you can repay!

「小微贷」透支贷款服务推广优惠条款及细则：

Terms and Conditions of Micro Enterprise Overdraft Facility Services Promotional Offer:

1. 「小微贷」透支贷款服务推广优惠（「本推广优惠」）只适用于招商永隆银行有限公司（「本行」）之「小微贷」透支贷款服务。
Micro Enterprise Overdraft Facility Services Promotional Offer is only applicable to Micro Enterprise Overdraft Facility Services of CMB Wing Lung Bank Limited ("the Bank").
2. 「小微贷」透支贷款服务之最高贷款金额为港币 1,500,000 元，最低贷款金额为港币 10,000 元。最终获批核之贷款金额按个别申请人情况而有所调整。
The maximum loan amount for Micro Enterprise Overdraft Facility Services is HKD1, 500,000. The minimum loan amount is HKD10, 000. The final approved loan amount is subject to change in accordance with the circumstances of individual applicant.
3. 「小微贷」透支贷款服务之贷款手续费根据透支金额之**年息 0.75%**计算或每年**港币 1,000 元**（以较高者为准），每年收取。本行有权根据个别申请人之财务状况决定「小微贷」透支贷款服务之贷款手续费。
The loan handling fee of Micro Enterprise Overdraft Facility Services is calculated in accordance with the overdraft facility granted, charged with **0.75% per annum** or **HKD1,000** (whichever is the higher), on yearly basis. The final loan handling fee of Micro Enterprise Overdraft Facility Services is subject to change in accordance with the financial condition of individual applicant.
4. 承诺费根据每日未动用透支金额之年息 0.5% 计算，每月收取。本行有权根据个别申请人之财务状况决定承诺费。
Commitment fee is **0.5% per annum** payable monthly, which is charged on the daily unused balance of the overdraft facility. The final commitment fee is subject to change in accordance with the financial condition of individual applicant.
5. 「小微贷」透支贷款服务之年化浮动利率范围为 P+1.25 % 至 P+5.5%。贷款利率以每日计算，并将于每月 25 日从透支账户扣除。年化利率为浮动利率。最优惠利率（「P」）指本行不时指定之最优惠贷款利率，现时为年利率 5.625%，随市况调整。以上年化浮动利率仅作参考。本行有权根据个别借款人之财务状况决定其年化浮动利率。
The range of annualised floating interest rate of Micro Enterprise Overdraft Facility Services is P+1.25% to P+5.5%. Loan interest is calculated on daily basis, which will be deducted on 25th of each month from the overdraft account. Prime Rate ("P") means the Best Lending Rate from time to time quoted by the Bank; current Prime Rate is 5.625% per annum, subject to market fluctuation. The above annualised floating interest rate is for reference only. The annualised floating interest rate applicable is subject to the financial condition of each applicant and is solely determined by the Bank.
6. 「小微贷」透支贷款服务不设逾期还款年化利率 / 就违约贷款收取的年化利率及逾期还款费用及收费。
No annualised overdue / default interest rate and late payment fee and charge is incurred for Micro Enterprise Overdraft Facility Services.
7. 如借款人现有的「小微贷」透支贷款服务余额超出其贷款的信用额度，本行将收取超出信用额度利率 **P+8%（年息）**之利息收费，随市况调整，以每日计算。
If the current balance of the Applicant exceeds the credit limit of Micro Enterprise Overdraft Facility Services, the Bank will charge an interest of P+8% per annum to the Applicant's over limit amount, subject to market fluctuation, calculated on daily basis.
8. 如借款人现有的「小微贷」透支贷款服务余额超出其贷款的信用额度，本行将每次收取**港币 120 元**之超出信用额度手续费。
If the current balance of the Applicant exceeds the credit limit of Micro Enterprise Overdraft Facility Services, the Bank will charge HKD120 as overlimit handling fee per transaction.
9. 「小微贷」透支贷款服务还款出现退票或拒绝自动转账授权指示时，借款人需缴付还款退回费用**港币 150 元**或根据本行现时之《**一般银行服务及「金葵花理财」服务收费**》列明的费用（以较高者为准）。
For returned cheque or rejected autopay payment instruction upon repayment of Micro Enterprise Overdraft Facility Services, the Applicant shall pay the return payment fee of HKD150 or the prescribed fee under the Bank's General Banking and Sunflower Service Charges (whichever is the higher).

忠告：借定唔借？还得到先好借！

Warning: To borrow or not to borrow? Borrow only if you can repay!

此乃分期贷款产品。

本概要所提供的利息、费用及收费等数据仅供参考，
分期贷款的最终条款以贷款确认为准。

利率及利息支出

年化浮动利率

贷款金额：港币100,000元

贷款期	6个月	12个月	24个月
年化浮动利率 (或年化浮动利率范围)	不适用	P+0.75%至 P+4%	P+1%至 P+4.5%

· 年化利率为浮动利率。

最优惠利率（「P」）指招商永隆银行有限公司（「本行」）不时指定之最优惠贷款利率，现时为年利率 5.625%，随市况调整。以上年化浮动利率只供参考。本行有权根据个别申请人之财务状况决定其年化浮动利率。

逾期还款年化利率 / 就违约贷款收取的年化利率

· 若借款人未能依期偿还每月还款额或其他到期之应付款项，则「小微贷」贷款服务将实时到期，借款人须按任何逾期未付的金额支付逾期利息，由欠款日起至付款日（包括法律上判决之前或之后）计算，利率为合约利率加年息7%以单利息每日计算及不设最低逾期利息金额。

费用及收费

手续费

· 贷款手续费根据贷款金额0.75%计算。
· 贷款手续费为申请「小微贷」贷款服务之费用，并于提取「小微贷」贷款服务前从已批核之贷款金额中扣除。
· 本行有权根据个别借款人之财务状况决定「小微贷」贷款服务之贷款手续费。

逾期还款费用及收费

· 每次逾期还款费用为港币50元；及
· 本行因追讨欠款所支付的一切其他合理费用及开支，当中包括所有法律费用及支出。

提前还款 / 提前清偿 / 赎回的收费

· 当借款人于还款期到期前偿还全部「小微贷」贷款服务，本行将收取已批核贷款金额之1%或港币1,000元之提早还款费（以较高者为准），以及相等于当时尚欠本金的一个月利息之提前偿还费。如欲提早清还全部「小微贷」贷款服务余额，借款人必须于还款期到期前最少两个工作天以书面通知本行。

退票 / 退回自动转账授权指示的收费

· 「小微贷」贷款服务还款出现退票或拒绝自动转账授权指示时，借款人需缴付还款退回费用港币150元或根据本行现时之《一般银行服务及「金葵花理财」服务收费》列明的费用（以较高者为准）。

其他数据

最高贷款金额为港币 1,500,000 元，最低贷款金额为港币 10,000 元。最终获批核之贷款金额按个别申请人情况而有所调整。借款人可选择 12、18、24、36、48 或 60 个月为「小微贷」贷款服务之还款期。贷款利息以每年 365 日计算（包括闰年和非闰年）。

有关提早清还贷款细节、节省利息开支之详情及其他问题（如适用），请浏览招商永隆银行网页 www.cmbwinglungbank.com（主页>常见问题>无抵押贷款）。

Key Facts Statement (KFS) for Instalment Loan

CMB Wing Lung Bank Limited

Micro Enterprise Loan Services
November 2022

This product is an instalment loan.

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

Interest Rates and Interest Charges

Annualised Floating Interest Rate	Loan amount: HKD100,000			
	Loan Tenor	6-month	12-month	24-month
	Annualised Floating Interest Rate (or range of Annualised Floating Interest Rate)	Not Applicable	P+0.75% to P+4%	P+1% to P+4.5%
	<ul style="list-style-type: none"> The annualised interest rate is a floating interest rate. Prime Rate ("P") means the Best Lending Rate from time to time quoted by CMB Wing Lung Bank Limited ("the Bank"), current Prime Rate is 5.625% per annum, subject to market fluctuation. The above annualised floating interest rate is for reference only. The annualised floating interest rate applicable is subject to the financial condition of each applicant and is solely determined by the Bank. 			
Annualised Overdue / Default Interest Rate	<ul style="list-style-type: none"> If the Applicant fails to repay the monthly repayment amount or other payable amount on the due day as scheduled, Micro Enterprise Loan Services shall become due immediately and the Applicant shall pay overdue interest on any overdue amount from the due date up to the date of actual payment (including the date before or after judgment) at the rate of 7% per annum over contract rate, calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit. 			

Fees and Charges

Handling Fee	<ul style="list-style-type: none"> The loan handling fee is calculated in accordance with the loan amount, charged with 0.75% of the loan amount. The loan handling fee is charged for the application of Micro Enterprise Loan Services and is deducted from the approved loan amount before drawdown of Micro Enterprise Loan Services. The final loan handling fee for application is subject to change in accordance with the circumstances of individual applicant.
Late Payment Fee and Charge	<ul style="list-style-type: none"> HKD50 for each overdue repayment; and All other fees and expenses reasonably incurred by the Bank arising from the recovery of outstanding payment including all legal costs and expenses.
Prepayment / Early Settlement / Redemption Fee	<ul style="list-style-type: none"> If the Applicant fully repays Micro Enterprise Loan Services before the due date of the repayment tenor, the Bank will charge 1% of the approved loan amount or HKD1,000 (whichever is the higher) as early settlement fee and will charge a prepayment fee equal to one month's interest of the outstanding balance. The Applicant must submit the application to the Bank in writing at least two working days before the due date of the repayment date if the outstanding balance of Micro Enterprise Loan Services is intended to be early repaid in full.
Returned Cheque / Rejected Autopay Charge	<ul style="list-style-type: none"> For returned cheque or rejected autopay payment instruction upon repayment of Micro Enterprise Loan Services, the Applicant shall pay the return payment fee of HKD150 or the prescribed fee under the Bank's current <i>General Banking and Sunflower Service Charges</i> (whichever is the higher).

Additional Information

Maximum loan amount of the loan is HKD1,500,000. The minimum loan amount is HKD10,000. The final approved loan amount is subject to change in accordance with the circumstances of individual applicant. Applicant can choose for the period of 12, 18, 24, 36, 48 or 60 months as the repayment tenor of Micro Enterprise Loan Services. Interest of the loan shall be calculated on the basis of 365-day per year (including ordinary and leap years).

For details of early repayment of loans, interest expenses saved by marking early repayment and other enquiries (if applicable), please refer to the website of CMB Wing Lung Bank www.cmbwinglungbank.com (Home>Hot Questions>Unsecured Loans).

此乃透支贷款产品。

本概要所提供的利息、费用及收费等数据仅供参考，
透支贷款的最终条款以贷款确认为准。

利率及利息支出	
年化浮动利率	<ul style="list-style-type: none"> 「小微贷」贷款服务之年化浮动利率范围为P+1.25%至P+5.5%。贷款利率以每日计算，并将从透支账户扣除。年化利率为浮动利率。 最优惠利率（「P」）指招商永隆銀行有限公司（「本行」）不时指定之最优惠贷款利率，现时为年利率5.625%，随市况调整。以上年化浮动利率只供参考。本行有权根据个别借款人之财务状况决定其年化浮动利率。
逾期还款年化利率 / 就违约贷款收取的年化利率	<ul style="list-style-type: none"> 不适用
超出信用额度利率	<ul style="list-style-type: none"> 如借款人现有的「小微贷」贷款服务余额超出其贷款的信用额度，本行将收取超出信用额度利率P+8%（年息）之利息收费，随市况调整，以每日计算。
费用及收费	
年费 / 收费	<ul style="list-style-type: none"> 贷款手续费根据透支金额之年息0.75%计算或每年港币1,000元（以较高者为准），每年收取。本行有权根据个别申请人之财务状况决定「小微贷」贷款服务之贷款手续费。 承诺费根据每日未动用透支金额之年息0.5%计算，每月收取。本行有权根据个别申请人之财务状况决定承诺费。
逾期还款费用及收费	<ul style="list-style-type: none"> 不适用
超出信用额度手续费	<ul style="list-style-type: none"> 如借款人现有的「小微贷」贷款服务余额超出其贷款的信用额度，本行将每次收取港币120元之超出信用额度手续费。
退票 / 退回自动转账授权指示的收费	<ul style="list-style-type: none"> 「小微贷」贷款服务还款出现退票或拒绝自动转账授权指示时，借款人需缴付还款退回费用港币150元或根据本行现时之《一般银行服务及「金葵花理财」服务收费》列明的费用（以较高者为准）。
其他数据	
<p>最高贷款金额为港币 1,500,000 元，最低贷款金额为港币 10,000 元。最终获批核之贷款额按个别申请人情况而有所调整。</p> <p>有关提早清还贷款细节、节省利息开支之详情及其他问题（如适用），请浏览招商永隆銀行网页 www.cmbwinglungbank.com（主页>常见问题>无抵押贷款）。</p>	

Key Facts Statement (KFS) for Overdraft Facility
 CMB Wing Lung Bank Limited

Micro Enterprise Loan Services

November 2022

This product is an overdraft facility.
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 overdraft facility.

Interest Rates and Interest Charges	
Annualised Floating Interest Rate	The range of annualised floating interest rate of Micro Enterprise Loan Services is P+1.25% to P+5.5%. Loan interest is calculated on daily basis, which will be deducted from the overdraft account. <ul style="list-style-type: none"> • Prime Rate (“P”) means the Best Lending Rate from time to time quoted by CMB Wing Lung Bank Limited (“the Bank”), current Prime Rate is 5.625% per annum, subject to market fluctuation. The above annualised floating interest rate is for reference only. The annualised floating interest rate applicable is subject to the financial condition of each applicant and is solely determined by the Bank.
Annualised Overdue / Default Interest Rate	<ul style="list-style-type: none"> • Not applicable
Overlimit Interest Rate	<ul style="list-style-type: none"> • If the current balance of the Applicant exceeds the credit limit of Micro Enterprise Loan Services, the Bank will charge an interest of P+8% per annum to the Applicant’s over limit amount, subject to market fluctuation, calculated on daily basis.
Fees and Charges	
Annual Fee / Charge	Micro Enterprise Loan Services: The loan handling fee is calculated in accordance with the overdraft facility granted, charged with 0.75% per annum or HKD1,000 (whichever is the higher), on yearly basis. The final loan handling fee of Micro Enterprise Loan Services is subject to change in accordance with the financial condition of individual applicant. <ul style="list-style-type: none"> • Commitment fee is 0.5% per annum payable monthly, which is charged on the daily unused balance of the overdraft facility. The final commitment fee is subject to change in accordance with the financial condition of individual applicant.
Late Payment Fee and Charge	<ul style="list-style-type: none"> • Not applicable
Overlimit Handling Fee	<ul style="list-style-type: none"> • If the current balance of the Applicant exceeds the credit limit of Micro Enterprise Loan Services, the Bank will charge HKD120 as overlimit handling fee per transaction.
Returned Cheque / Rejected Autopay Charge	<ul style="list-style-type: none"> • For returned cheque or rejected autopay payment instruction upon repayment of Micro Enterprise Loan Services, the Applicant shall pay the return payment fee of HKD150 or the prescribed fee under the Bank’s current <i>General Banking and Sunflower Service Charges</i> (whichever is the higher).
Additional Information	
Maximum loan amount of the loan is HKD1, 500,000. The minimum loan amount is HKD10, 000. The final approved loan amount is subject to change in accordance with the circumstances of individual applicant.	
For details of early repayment of loans, interest expenses saved by marking early repayment and other enquiries (if applicable), please refer to the website of CMB Wing Lung Bank www.cmbwinglungbank.com (Home>Hot Questions>Unsecured Loans).	