

**「交稅通」薪俸稅貸款服務（「該貸款」）一般條款及細則：**

1. 招商永隆銀行有限公司（「本行」）將於借款人申請該貸款獲批核後，根據該貸款申請表格之條款及細則、本行發出的貸款確認書、優惠條款（如適用）及本條款及細則提供予借款人一項貸款。當借款人提取該貸款後，借款人將被視作已接受及同意遵守該貸款申請表格之條款及細則、本行發出的貸款確認書、優惠條款（如適用）及本條款及細則。
2. 借款人須於本行所訂明的還款日或之前以本行所訂明的每月還款額透過本行指定還款賬戶償還予本行該貸款之本金或其餘額及利息、逾期利息、費用、開支及履行以下責任，並授予本行不可撤銷之權力於還款賬戶內扣除每月還款額，但不影響本行要求全數立即清還該貸款的權利。
3. 如還款日是公眾假期，還款額將於下一個工作天從本行指定還款賬戶中扣除。
4. 該貸款之利息將由提取該貸款日起計算，本行有絕對酌情權按其貸款金額、貸款期限和還款條件而釐訂利率並以每月計算利息。本行亦可將每月還款額以其認為適合的方式分配償還該貸款本金、利息、貸款手續費（如適用）及其他費用。
5. 本行可從獲批核的該貸款金額內扣除由本行所釐定的貸款手續費（如適用）及其他費用後，始將該貸款餘額付予借款人。
6. 每月還款額中本金及利息之比例按「78 法則」之方程式計算。
7. 該貸款利息以每年 365 日計算（包括閏年和非閏年）。
8. 若借款人未能依期償還每月還款額或其他到期之應付款項，則該貸款（不論本文有任何規定）將即時到期，借款人須按任何逾期未付的金額支付逾期利息，由欠款日起至付款日（包括法律上判決之前或之後）計算，利率為月息 **3%（年化利率 36%）** 或以本行不時公佈之利率以單利息每日計算及不設最低逾期利息金額。此外，借款人須繳付每次逾期還款費用，費用為**港幣 500 元**，及本行因追討欠款所支付的一切其他合理費用及開支，當中包括所有法律費用及支出。
9. 借款人於還款期到期前償還全部該貸款，本行將收取已批核貸款金額的 **1% 或港幣 500 元** 之提早還款費（以較高者為準），以及相等於當時尚欠本金的一個月利息之提前償還費。如欲提早清還全部該貸款餘額，借款人必須於還款期到期前最少兩個工作天以書面向本行申請。
10. 本行可於任何時間將借款人於該貸款所欠之款項、利息、費用、收費、一切其他欠款與借款人於本行的其他賬戶（包括定期存款賬戶）合併處理而不作另行通知，並以該等賬戶的結餘來作抵銷或轉賬以償還該貸款所欠之款項。
11. 本行有權聘用第三方收數公司為本行追討借款人之任何欠款。借款人同意支付本行於執行本條款及細則及追討借款人有關欠款時所引致之一切合理費用及開支（當中包括律師費及聘用上述第三方收數公司的一切費用）。
12. 本行可在給予借款人不少於三十天通知的情況下不時全權修訂本條款及細則。若借款人未於該段通知期結束前全數償還該貸款或於通知期結束後仍使用該貸款，借款人將被視為同意該等修訂。
13. 該貸款還款出現退票或拒絕自動轉賬授權指示時，借款人需繳付還款退回費用**港幣 150 元**或根據本行現時之《**一般銀行服務及「金葵花理財」服務收費**》列明的費用（以較高者為準）。
14. 借款人授權本行可為核實資料聯絡各有關人士，並授權本行向其他銀行、信貸資料機構及／或信用卡公司披露及轉移本行保存或受本行控制有關借款人貸款及／或與信貸相關的資料，以作信貸審查及信貸資料交流用途。
15. 本行可在給予借款人合理通知後取消該貸款。若借款人未能依期繳付任何還款額／違反本條款及細則／任何適用法例及規定，本行有絕對權力在沒有預先通知下即時取消該貸款。該貸款一旦被取消，借款人須即時償還該貸款所有尚欠本金、利息及支付該貸款所涉及之一切費用。
16. 若借款人對於償還該貸款（或其任何部份）或就繳付該貸款之任何欠款有任何困難，借款人承諾盡快通知本行。
17. 借款人在該貸款申請表格上填報的資料（包括但不限於借款人之地址、電話號碼及職業等）如有任何更改，借款人必須即時以書面通知本行。如在提取該貸款日期前發生任何變故，或借款人在申請表格上向本行提供的任何資料並不正確，本行保留取消該貸款並要求立即全數償還該貸款的權利。
18. 借款人同意倘申請該貸款時或日後與本行董事／僱員有任何親屬關係，盡速以書面通知本行。
19. 借款人確認並同意可根據本行不時提供予客戶之結單、通函、通知或條款及細則內所載有關使用及披露個人資料的政策，作指定用途及向指定人士披露所有與借款人有關的個人資料。
20. 本條款及細則中任何條款如因任何理由而失效，則失效範圍僅為該條款，而不會影響其餘條款及細則之效力。本條款及細則如對任何責任施以豁免或限制，均以不違反香港特別行政區法律之規定為限。
21. 借款人同意授權本行向本行真誠相信是借款人之詢問者透過電話披露下列資料（本行為此可要求詢問者提供借款人的正確身份證號碼、申請貸款金額及本行為核對詢問者身份而認為合適的其他資料）：該貸款的批核狀況（已批核／審核中／已拒絕）；及若該貸款已獲批核，有關該貸款之詳情。唯本行並無義務核實詢問者的身份，借款人並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關資料而遭受任何損失時，本行無須負上任何責任。
22. 若該貸款批核後借款人未能如期繳交全部或部份稅款，本行將不負上任何責任包括但不限於稅務局所收取之逾期附加費或其他有關之費用。若所批核之貸款金額少於借款人須繳付之稅款，借款人須自行安排繳付有關之稅款餘額。
23. 借款人同意在下列任何一種情況而不損害本行在本條款及細則或法律上之權利及補救方法下，所有該貸款之欠款包括本金及利息及其他責任將即時到期及須即時支付及履行而本行無須事前發出通知：
  - i. 借款人違反任何本條款及細則；或
  - ii. 任何人士對借款人進行查封、扣押或類似程序；或
  - iii. 根據破產條例（香港法例第六章），借款人現時或可見之未來不能償還任何所欠之債務；或
  - iv. 任何人士申請指派接管人控制借款人之財產，或任何有關該等財產之拘押令；或
  - v. 借款人死亡或精神上無行為能力；或
  - vi. 本行認為借款人不能履行或不能償還借款人欠本行之責任或債務。
24. 本行保留隨時終止、取消或暫停該貸款，並要求借款人立即清還該貸款的凌駕性權利。
25. 借款人承諾彌償本行直接或間接因或就本申請及／或本行依賴任何人（等）於此提供之資料，或嗣後借款人不時提供之資料而引致本行可能蒙受或招致之一切損失、損害、費用、索償、申索、訴訟及責任，不論任何性質亦然，除非（及只限於）乃純粹因本行或其僱員或代理人蓄意行為不當或疏忽所引致的，則屬例外。
26. 為配合銀行達到客戶盡職審查以及風險管理目的，本人/公司授權招商永隆銀行可採用加密法技術的方式，從招商銀行獲取本人之個人/公司資料及相關金融資訊，包括但不限於：中英文姓名/名稱、證件/註冊類型及證件號/註冊號碼等，並同時授權招商銀行以前述方式，向招商永

隆銀行提供本人之個人/公司資料及相關金融資訊（如適用）。

27. 本條款及細則之中、英文版本如有任何歧義，一概以英文版本為準。
28. 本條款及細則受香港特別行政區法律所管轄，並按該等法律詮釋。

**General Terms and Conditions of "Easy Pay" Salaries Tax Loan Services ("the Loan"):**

1. CMB Wing Lung Bank Limited ("the Bank") shall, upon the Borrower's application for the Loan be approved, extend to the Borrower 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 Borrower, the Borrower 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.
2. The Borrower 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.
3. If the repayment date falls on a public holiday, the repayment amount will be debited on the following business day.
4. Interest of the Loan will be calculated from the Loan drawdown date on monthly basis, and shall be determined at the Bank's absolute discretion 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.
5. 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 Borrower.
6. The proportion of principal and interest of monthly repayment amount is calculated according to the formula of Rule of 78.
7. Interest of the Loan shall be calculated on the basis of 365-day per year (including ordinary and leap years).
8. If the Borrower fails to repay the monthly repayment amount or other payable amount on the due day as scheduled, the Loan shall (notwithstanding anything herein contained) become due immediately and the Borrower 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 **3% per month (Annualised Interest Rate 36%)** or such other rate as the Bank may announce from time to time calculated on daily basis with simple interest and the amount of overdue interest does not have minimum limit. The Borrower shall pay overdue repayment fee at **HKD500** 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.
9. If the Borrower fully repays the Loan before the due date of the repayment tenor, the Bank will charge **1% of the approved loan amount** or **HKD500** (whichever is the higher) as early settlement fee and will charge a prepayment fee equal to one month's interest of the outstanding principal. The Borrower 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 the Loan is intended to be early repaid in full.
10. The Bank may at any time, without notice, combine or consolidate any outstanding amount of the Loan or interest or fee or charge or any other outstanding amount of the Loan with any accounts which the Borrower 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.
11. The Bank may employ third party debt collection agencies to claim any outstanding amounts owed by the Borrower for the Bank. The Borrower 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 Borrower.
12. The Bank may, by giving not less than 30 days prior notice to the Borrower, amend these Terms and Conditions from time to time at its sole discretion. If the Borrower does not fully repay the Loan before the expiry of the notice period or continues to utilize the Loan after the notice period, the Borrower shall be deemed to have agreed to such amendments.
13. For returned cheque or rejected autopay payment instruction upon repayment of the Loan, the Borrower shall pay the return payment fee of **HKD150** or **the prescribed fee under the Bank's current General Banking and Sunflower Service Charges** (whichever is the higher).
14. The Borrower authorizes the Bank to contact all relevant parties for verification and to disclose and transfer details concerning the Borrower's loan or credit facilities and / or credit related data relating to the Borrower 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.
15. The Bank may terminate the Loan by giving the Borrower prior reasonable notice. However, if the Borrower 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 immediately terminate the Loan without prior notice. Upon termination of the Loan, the Borrower shall repay all outstanding principal, interests of the Loan immediately and pay all charges in connection with the Loan.
16. The Borrower 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.
17. Any change of the information given by the Borrower in the Loan application form (including but not limited to the Borrower's address, telephone number and occupation, etc.), the Borrower must immediately notify to the Bank in writing. 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 Borrower's loan application form is inaccurate.
18. The Borrower agrees to notify the Bank promptly in writing should the Borrower be or become related to any of the Bank's directors or employees during or after the application of the Loan.
19. The Borrower acknowledges and agrees that all personal data relating to the Borrower 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.

20. 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.
21. The Borrower authorizes the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be the Borrower (and for this purpose the Bank may require the enquirer to provide the Borrower'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 Borrower agrees that if the Borrower suffers from any loss due to the Bank disclosure of related information according to the aforesaid procedures to enquirer other than the Borrower, the Bank would not be liable to any liability.
22. Should the Borrower fails to pay all or part of the tax on time after the approval of the Loan, the Bank will not liable to any liability including but not limited to the surcharge or any other charges levied by the Inland Revenue Department. If the approved amount is less than the tax payable by the Borrower, the Borrower shall arrange to pay the balance of the tax.
23. The Borrower 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. violation of any these Terms and Conditions by the Borrower; or
  - ii. any attachment, execution or similar process is levied against the Borrower; or
  - iii. if the Borrower 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. the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of the Borrower's property; or
  - v. the Borrower's death or mental disability; or
  - vi. the Bank determines that the Borrower fails to comply or settle the Borrower's obligations and liabilities owing to the Bank
24. The Bank reserves the overriding right to terminate, cancel or suspend the Loan at any time immediately and demand the Borrower to repay the Loan immediately in full
25. The Borrower 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 Borrower 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.
26. 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).
27. In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
28. These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region.