

建行(亞洲) 循環貸款條款及細則

1. 對條款及細則的接受

借款人向中國建設銀行(亞洲)股份有限公司(「本行」)申請循環貸款(「貸款」)將被視為借款人接受並將受本文所載之條款及細則(「條款及細則」)約束。

2. 審批

該貸款最終審批乃取決於本行是否信納借款人有關之狀況查核,包括但不限於借款人於本行之其他信貸設施(如有的話)是否一直維持在良好狀況。本行有對審批或拒絕任何貸款申請之全權、決定任何已審批之信用額度、利率、及遞交任何貸款申請之期限。

3. 申請後不能更改

未經本行批准,任何貸款申請一經本行收取,借款人即不得更改或撤銷該貸款申請。

4. 申請結果通知

本行會根據借款人在貸款申請時提供的聯絡號碼或通訊地址以電話或書面形式將貸款申請結果通知借款人。

5. 其他適用的條款及細則

若貸款成功申請,列明該貸款詳情之確認書(「貸款確認書」)將郵寄予借款人。借款人應遵守該條款及細則及根據貸款確認書所載之條款。

6. 發放貸款

當本行批核該貸款申請及借款人接納此貸款後,本行會將整筆信貸額度發放至借款人指定之還款賬戶(「還款賬戶」)。

7. 貸款之使用

借款人將開立具有指定信貸額度(「信貸額度」)的貸款賬戶(「賬戶」)。貸款將在貸款確認書中指定的期限內生效(「有效期」),在此期間內,借款人可以透過本行的網上個人銀行從賬戶的信貸額度內提取資金。本行將向借款人收取在貸款確認書上列明之支用手續費。借款人需持有本行的網上個人銀行及遵守「網上銀行服務的條款及條件」,並受其約束。在有效期後,貸款將被本行終止,借款人應立即償還貸款項下的所有未償還本金、利息、費用和收費。本行現獲授權於借款人的還款賬戶扣除每月最低還款額及任何適當之收費/費用。

借款人應維持有效的網上銀行賬戶以便在有效期內從賬戶中提取現金,借款人若於有效期內取消網上個人銀行的登記,本行可要求借款人即時全數清還所有貸款結欠之本金、利息及其他費用及收費。

8. 月結單

- (a) 除非於賬戶中並無任何應記賬目(包括本金、利息、費用及收費),本行會每月發予借款人一份月結單,該月結單會列明:
 - (i) 貸款戶口在結單日未清還的總結欠,
 - (ii) 每月最低還款額(「每月最低還款額」),
 - (iii) 每月最低還款付款日期和任何相關利息、費用及收費(「到期繳款日」)及
 - (iv) 與貸款有關的其他詳情。
- (b) 若借款人選擇收取電子月結單,本行會透過短訊通知借款人登錄「網上個人銀行」查閱月結單或下載電子月結單。本行不會向借款人發紙張月結單。
- (c) 若借款人選擇以郵寄形式收取紙張結單,每次登記紙張月結單或由電子月結單轉用紙張月結單,本行將從貸款獲批日起每 6 個月收取紙張月結單費用,不論發出紙張結單的數量。
- (d) 除非借款人於月結單發出日期起 90 天內以書面通知本行任何指稱錯漏,否則該月結單將被視作已獲借款人承認正確無誤。除非借款人可提出相反的證明,否則本行有關記錄將為最終及不可推翻。

9. 利息

利息將以未償還結餘按本行不時修定的利率以每年365天(包括閏年)之基礎按日計算直至全數償還,並按月支付。

10. 費用

(a) 不可退回的開戶費

當本行批核該貸款申請及借款人接納此貸款後,本行將向借款人收取在貸款確認書上列明之開戶費。本行在任何情況下均不會退回。

(b) 現金支用費

每次於網上個人銀行從賬戶提取現金,本行將收取在貸款確認書上列明之現金支用費。

11. 還款

借款人應在到期繳款日或之前至少支付每月最低還款額，相當於前一個月的應計利息總和、任何費用及收費誌賬在月結單及任何之前逾期的最低每月還款額（除了有效期後最低每月還款額，相當於貸款終止時所有未償還本金、利息、費用和收費）。本行現獲授權於到期繳款日從借款人的還款賬戶扣除每月最低還款額。如某一期的到期還款日期是星期六、星期日或公眾假期，有關款項將於下一個結算日過賬；但如該到期還款日為星期六並在屬一個公曆月份的最後一天，則將會在緊接該天的前一個結算日過賬。結算日指星期一至五香港銀行的對外營業時間。

付款會首先用於支付開戶費、現金支用費、利息、逾期費用及其他費用及收費，繼而用於償還貸款本金。

12. 逾期還款

若借款人未能於到期繳款前全數償還每月最低還款額，本行將收取不時訂明的(i)逾期還款手續費及(ii)未繳付的每月最低還款將被計算逾期還款利息。該利息將被計算由逾期當日至該期實際清還之日止。本行有權暫停從賬戶中提取現金。

13. 提早還款

借款人可終止整筆貸款，但借款人必須全數償還(i)所有未償還本金、利息、費用和收費。(ii)本行不時訂明的提早清還手續費，(iii)借款人就該貸款需繳付相等於已獲贈該優惠之價值(如有)。

14. 被要求清的權利

即使本條款或貸款確認書上有任何規定，在本行獨有及絕對的酌情權下，本行可在任何時候要求借款人全數清還該貸款下所有未償還本金、利息、費用及收費。

15. 違約情況

在下列任何事項發生的情況下，借款人將被視為違反條款及細則，而借款人於該貸款下之所有尚欠本金金額、累計利息及所有其他有關費用及收費將在不作還款要求的情況下立即到期，而借款人須立即向本行清還該等款項：—

- 除該貸款外，借款人與本行的任何貸款、債務、付款責任或其他債項因借款人違約而被宣佈提早到期，或借款人未能於到期繳款日支付任何款項、或任何此等貸款、債務、付款責任或其他債項的任何抵押變為可被強制執行；或
- 任何人士提交呈請書或任何管轄法院或其他相關機構頒發命令旨使借款人破產，或旨委任破產管理人、受託人或類似人士處理借款人的所有或大部分之資產。

16. 抵銷

本行可在任何時候毋須作事前通知的情況下，運用或合併借款人於本行開設的任何戶口的結餘以償還並抵銷借款人於本行全部或部分的債項，包括該貸款之結欠。本行會在此等運用、合併或抵銷後以書面形式通知借款人。

17. 信貸額

本行有絕對酌情權隨時覆核、變更、暫停、取消信貸額或賬戶。

18. 電話指令

在提供該貸款服務的過程中，借款人確認本行有權（但並非責任）以錄音方式記錄借款人所給予的口頭指示，及/或本行與借款人之間就該服務的任何口頭通訊。本行可在秉誠行事下，在充分核實來電者身份後，接受及依據以電話所作的指示。借款人同意：—

- 由一位能夠符合本行所設定之身份核查程序的人士透過電話所作之指示應被視為由借款人所作，對借款人具約束力且不可被撤銷；
- 本行可（但並無責任）保存任何此等電話指示之錄音及/或其他記錄；
- 向本行提供充足的資料以供本行進行身份核查程序；及
- 在本行要求之下，對本行因（本着真誠）依靠根據此程序給予的電話指示而蒙受的申索及法律責任，予以彌償。

19. 本行作出之修改

本行可不時修訂利率、費用、收費或本條款及細則。本行會就有關修訂生效前(以電子或印刷形式)給予借款人通知(有關改變非本行所能控制則屬例外)。若借款人在該等修訂生效日期後未取消貸款及全數償還該貸款的欠款，借款人將受此等修訂的約束。

20. 收賬費用

本行可以僱用任何第三方收賬人或其他代理向借款人追收、追討或收取任何及所有貸款下之欠款。借款人現：—

- 授權本行在追收賬項的目的下，向任何此等人士披露借款人的個人或其他資料；及
- 同意在本行要求下即時向本行繳付及彌償所有本行在此等收賬行動下所引致之合理費用及支出（包括但不限於因追討或試圖追討借款人於貸款下之欠款所引致（以完全彌償基準計算）的合理律師費及所有收賬代理人費用、收費及支出）。

21. 更新資料的責任

借款人須於14天內以書面形式通知本行其財政狀況、個人或聯絡資料的任何變動，以使本行的記錄得以更新。提供失實資料將違反本條款及細則，本行可因此取消貸款的審批及/或撤銷貸款，並向借款人收取按照本行不時規定的手續費。

22. 信貸資料事宜

本行將需要於每個貸款申請時取得及使用環聯，信貸資料服務機構（「**信貸資料服務機構**」）所持有的資料。為免生疑問，若同一時間有多於一個貸款申請，查核信貸資料之次數將依照貸款申請之次數進行。借款人可就信貸資料服務機構所持有的資料作更改。此等申請可以書面方式致函至九龍尖沙咀廣東道9號港威大廈6座1006室環聯資訊有限公司「個人資料查詢部」。

本行亦將向信貸資料服務機構提供借款人的資料。借款人有權獲告知本行例行向信貸資料服務機構披露的資料類別；及

借款人明白，若有關貸款金額其後出現拖欠還款情況，除非借款人之貸款在欠帳日期起計60日內全數清還或撇帳（除了因破產令導致之外），否則由信貸資料服務機構所持有有關借款人的帳戶資料，將會在全數清還該拖欠後繼續保留五年。借款人亦明白，如因被頒佈破產令而導致任何金額被撇帳，不論其帳戶還款資料是否顯示有重要欠帳，其由信貸資料服務機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由借款人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（以較先出現的情況計算）。

23. 個人資料

借款人確認已閱讀「有關個人資料（私隱）條例之客戶通告」（「**通告**」）（本行亦會在要求下提供副本及可於本行網站 www.asia.ccb.com 查閱）並同意本行以該通告所列明的方式運用借款人的個人資料。

借款人有權查閱本行持有借款人的資料，並在有需要時更新及更正該等資料。本行可就此等查閱或更正收取費用。任何該等要求，借款人應以書面形式提出，致函至中國建設銀行（亞洲）股份有限公司九龍九龍灣宏照道18號中國建設銀行中心資料保障主任。

24. 轉讓及繼承

本行可在不作事前通知的情況下轉讓或轉移借款人有關貸款之任何利益、權利或責任。借款人則不得將該貸款之任何利益、權利或責任轉讓或轉移。本條款及細則將對借款人之執行人、遺產管理人及遺產代理人具約束性。

25. 通訊

任何本行與借款人之間的通告及其他正式通訊必須以書面形式通知。惟本行可以根據個別情況接受使用非書面形式之通訊。本行可以電子形式給予借款人通告或正式通訊。本行給予借款人的書面通訊，將被視為已經正式送達並由借款人接收

- i. 如專人送遞，在送遞之時；
- ii. 郵寄至借款人於本行記錄的地址，2天若是香港地址或7天若是香港以外的地址；
- iii. 立即若以電郵發送至借款人於本行記錄的電郵地址或以短訊發送至借款人於本行記錄的手提電話號碼。

借款人必須透過郵寄或電子方式給予本行的通訊則以本行實際收到該通訊時方被視為有效的送遞。

26. 法律管轄及個別法律責任

本條款及細則及貸款須受香港法律所管限並按照該法律解釋，並且雙方同意服從香港法院的非專屬管轄權。如本條款及細則載有之任何條款因任何理由不成立或失效，此等不成立或失效將只影響該條款，而不應影響餘下條款及細則之有效性。除借款人及本行以外，並無其他人士有權按《合約（第三者權益）條約》（香港法例第623章）（「**條約**」）強制執行本條款及細則的任何條文下的利益。該條例在此明確並不適用。

27. 英文版本為準

若本條款及細則之中文及英文版本出現歧異，一概以英文版本為準。

TERMS AND CONDITIONS FOR CCB (ASIA) Revolving Credit Facility

1. ACCEPTANCE OF TERMS AND CONDITIONS

By applying for the Revolving Credit Facility (the “**Loan**”) with China Construction Bank (Asia) Corporation Limited (the “**Bank**”), a borrower (the “**Borrower**”) shall be deemed to have accepted and will be bound by the terms and conditions (the “**Terms and Conditions**”) stated herein.

2. APPROVAL

The final approval of the Loan application is subject to the Bank being satisfied with the Borrower’s status checking, including but not limited to other financial facilities of the Borrower with the Bank (if any) remaining in good standing at all times. The Bank has sole and absolute rights, without having to provide a reason for any decision, in approving or rejecting any Loan application, deciding any approved credit limit, interest rate and the deadline for submitting any Loan application.

3. NO CHANGE / WITHDRAWAL AFTER APPLICATION

The Borrower may not change or withdraw the Loan application without the Bank’s approval once it is received by the Bank.

4. APPLICATION OUTCOME NOTIFICATION

The Bank will notify the Borrower either by phone or in writing of the result of the Loan application through the contact number or correspondence address as provided by the Borrower during the Loan application.

5. OTHER APPLICABLE TERMS AND CONDITIONS

If the Loan application is successful, a letter (the “**Loan Confirmation Letter**”) setting out the terms of the Loan will be sent to the Borrower. In addition to these Terms and Conditions, the Borrower shall also be bound by the terms specified in the Loan Confirmation Letter.

6. LOAN DISBURSEMENT

If the Bank approves the Loan application of the Borrower and the Borrower accepts the Loan, the Bank shall credit the full amount of the Credit Limit to the repayment account designated by the Borrower (the “**Repayment Account**”).

7. USE OF THE LOAN

Upon approval of the Loan, a Loan account (the “**Account**”) with the designated credit limit (the “**Credit Limit**”) will be opened for the Borrower. The Loan will be available for the period specified in the Loan Confirmation Letter (the “**Validity Period**”), during which the Borrower can make withdrawals through the Bank’s Online Banking or Mobile Banking (the “**Online Banking**”) from the Account up to the Credit Limit from time to time. After the Validity Period, the Loan will be terminated by the Bank and the Borrower shall repay all outstanding principal, interest, fees and charges under the Loan immediately.

The Borrower shall maintain a valid Online Banking account for redrawing cash from the Account during the Validity Period, the Bank reserves the right to demand immediate repayment of all outstanding principal, interest, fees and charges under the Loan if the Borrower cancels his/her registration with the Online Banking during the Validity Period.

8. STATEMENT

- (a) Unless there is no outstanding balance (including principal, interest, fees and charges) in the Account, the Bank will issue the Borrower a monthly statement with (i) the total amount outstanding on the Loan on the Statement Date, (ii) the amount of minimum monthly repayment (the “**Minimum Monthly Repayment**”), (iii) the date by which the Minimum Monthly Repayment and any applicable interests fees and charges must be paid (the “**Due Date**”) and (iv) other details related to the Loan.
- (b) If the Borrower chooses to receive e-statements, the Bank will send a SMS notification to the Borrower when a statement is available on the Online Banking. The Borrower will have to logon to the Online Banking to view or download the e-statement. No paper statement will be sent to the Borrower.
- (c) If the Borrower chooses to receive paper statements by mail, the Bank will charge a paper statement fee specified by the Bank from time to time every time when the Borrower registers for paper statements or switches from e-statements to paper statements, and subsequently every 6 months from the date of Loan approval, irrespective of the number of paper statements issued.
- (d) Any statements shall be deemed to have been accepted by the Borrower as correct, conclusive and binding on the Borrower except to the extent that the Borrower notifies the Bank in writing of any error or objection within 90 days from the date of the relevant statement. The Bank’s record shall be conclusive and final unless and until the contrary is established.

9. INTEREST

Interest will be calculated at the rate specified by the Bank from time to time on the basis of 365 days per year (including leap years). It will be accrued on a daily basis on the outstanding principal of the Loan until repayment is made in full and be payable on a monthly basis.

10. FEES

(a) Non-refundable Set-up Fee

If the Bank approves the Loan application of the Borrower and the Borrower accepts the Loan, the Bank will charge the Borrower a non-refundable set-up fee as specified in the Loan Confirmation Letter.

(b) Cash Withdrawal Fee

The Bank will charge a cash withdrawal fee as specified in the Loan Confirmation Letter for each cash redraw from the Account through Online Banking.

11. REPAYMENT

The Borrower shall pay at minimum the Minimum Monthly Repayment, which is equivalent to the sum of any interest accrued in the preceding month, any fees and charges billed to the statement and any overdue Minimum Monthly repayment from the previous statement (except for the Minimum Monthly Repayment after the expiry of the Validity Period which is equivalent to all outstanding principal, interest, fees and charges under the Loan), on or before the due date specified in the statement every month. The Bank is authorized to debit the Repayment Account with the amount of each Minimum Monthly Repayment on the Due Date every month. If a Due Date falls on a Saturday, Sunday or general holiday, the Bank will debit the Repayment Account on the following clearing day; save and except that if a Due Date falls on a Saturday which is the last day of a calendar month, then the Bank will debit the Repayment Account on the immediate preceding clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.

Repayments shall be applied first towards any set-up fee, cash withdrawal fees, interest, late fees and other fees and charges; then towards the outstanding principal of the Loan.

12. LATE REPAYMENT

If the Borrower fails to repay the Minimum Monthly Repayment in full on or before the Due Date, the Bank will charge (i) a late fee in such amount specified by the Bank from time to time; and (ii) default interest on the unpaid Minimum Monthly Repayment at the rate specified by the Bank from time to time from the Due Date until the date of full repayment. The Bank also has the right to suspend further cash withdrawal from the Account.

13. EARLY TERMINATION

If the Borrower chooses to terminate the Loan before the expiry of the Validity Period, the Borrower is required to repay in full (i) all outstanding principal, interest, fees and charges under the Loan; (ii) an early settlement fee at the rate specified by the Bank from time to time; and (iii) the amount equivalent to the value of offers awarded to the Borrower in respect of the Loan (if any).

14. REPAYMENT ON DEMAND

Notwithstanding any provision set out herein or in the Loan Confirmation Letter, the Bank has the sole and absolute right to demand immediate full repayment of all outstanding principal, interest, fees and charges under the Loan anytime.

15. EVENT OF DEFAULT

The Borrower shall be deemed to have breached these Terms and Conditions if any of the following events occur. The outstanding principal amount of the Loan, all accrued interest and all relevant fees and charges shall become immediately due and payable by the Borrower to the Bank without demand, :-

- (a) any loan, liability, payment obligation or other indebtedness of the Borrower with the Bank, other than the Loan, becomes capable of being declared due prematurely by reason of default of the Borrower, or the Borrower fails to make any payment when due, or when any security for any such loan, liability, payment obligation or other indebtedness becomes enforceable; or
- (b) any petition is presented or any order is made by any competent court or other appropriate authorities for bankruptcy of the Borrower or for the appointment of a receiver, trustee or similar official of all or any part of assets of the Borrower.

16. SET-OFF

The Bank may, at any time without prior notice, apply or consolidate any credit balances in any accounts of the Borrower maintained with the Bank towards setting off against in full or partial satisfaction of Borrower's indebtedness to the Bank, including the outstanding Loan. The Bank shall inform the Borrower in writing after such application, consolidation or setting-off.

17. CREDIT LIMIT

The Bank has the right at any time to review, vary, suspend or cancel the Credit Limit or the Account.

18. TELEPHONE INSTRUCTIONS

In the course of providing the Loan services, the Borrower acknowledges that the Bank may (but is not obliged to) record verbal instructions received from the Borrower and/or any verbal communication between the Bank and the Borrower in relation to such services. The Bank may (acting in good faith) accept and rely on requests made by telephone upon satisfactory identity verification of the maker of the call. The Borrower agrees:-

- (a) that the telephone requests made by a person meeting the identity verification procedure established by the Bank shall be treated as made by the Borrower and be binding and irrevocable;
- (b) that the Bank may (but are not obliged to) keep recordings and/or other records of any such telephone requests;
- (c) to provide to the Bank sufficient information to operate identity verification procedure; and

(d) to indemnify the Bank on demand for any claim or liability suffered as a result of the Bankem reliance (in good faith) on telephone requests given in accordance with this procedure.

19. VARIATIONS BY THE BANK

The Bank may vary the interest, fees, charges or these Terms and Conditions from time to time. The Bank will notify (in electronic or printed form) the Borrower before the variation(s) take effect (unless these are not within the control of the Bank). Any variation(s) will be binding on the Borrower if the Borrower does not cancel the Loan and repay in full all amounts outstanding under the Loan before the effective date of such variation(s).

20. COLLECTION COSTS

The Bank may employ any third party debt collector or other agents to demand, cover or collect any sums the Borrower owes the Bank. The Borrower hereby:-

- (a) authorizes the Bank to disclose personal or other information of the Borrower to any such person for debt collection purposes; and
- (b) agrees to pay and indemnify the Bank immediately on demand for all reasonable costs and expenses (including, but without limitation, legal fees on a full indemnity basis and any debt collection agency fees, costs and expenses reasonably incurred in connection with the recovery or attempted recovery of any sum(s) payable by the Borrower under the Loan) the Bank reasonably incur in respect of any such debt collection actions.

21. DUTY TO UPDATE INFORMATION

The Borrower shall notify the Bank in writing within 14 days of any change in financial condition, personal or contact information to enable the Bank to update the Borrower's record. Provision of any false information shall be a breach of these Terms and Conditions and the Bank may cancel the Loan approval and/or withdraw the Loan, and may also charge the Borrower handling fee as prescribed by the Bank from time to time.

22. CREDIT REFERENCE MATTERS

The Bank will need to access to and use information held by TransUnion Limited, the credit reference agency in Hong Kong (the "**Credit Reference Agency**") for assessing each Loan application. For the avoidance of doubt, if there are more than one Loan applications at the same time, the number of access will be in accordance with the number of the Loan applications. The Borrower can make a request to access to his/her information held by the Credit Reference Agency and correct such information if necessary. Such requests should be made in writing to Consumer Relations Department, TransUnion Limited, Suite 1006, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon.

The Bank is also required to provide data of the Borrower to the Credit Reference Agency. The Borrower has the right to request to be informed which items of data are routinely disclosed to the Credit Reference Agency.

In the event of any default in repayment of the Loan and unless the Loan in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date of such default occurred, the Borrower shall be liable to have his/her account data to be retained by the Credit Reference Agency for 5 years from the date of final settlement of the amount in default. The Borrower also understands that in the event of any amount being written off due to a bankruptcy order being made against the Borrower, the Borrower shall be liable to have his/her account repayment data retained by the Credit Reference Agency, regardless of whether the account repayment data reveal any material default, until the earlier of 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 the Borrowers' discharge from bankruptcy as notified to the Credit Reference Agency by such Borrower with evidence.

23. PERSONAL DATA

The Borrower confirms that he/she has read the “Notice to Customer relating to the Personal Data (Privacy) Ordinance” of the Bank (the “**Notice**”) (copy of which is also available on request and on the Bank’s website www.asia.ccb.com) and agrees to the use of his/her personal data by the Bank in the manner set out in the Notice.

The Borrower is entitled to request access to his/her information held by the Bank and to update and correct such information whenever necessary. The Bank may charge a fee for such access or correction. Such request should be made in writing to the Bank’s Data Protection Officer, at China Construction Bank (Asia) Corporation Limited, CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon.

24. ASSIGNMENT & SUCCESSION

The Bank may assign or transfer any of the Bank’s interests, rights or obligations under the Loan without prior notice to the Borrower. The Borrower shall not assign or transfer any of his/her interests, rights or obligations under the Loan. These Terms and Conditions shall be binding upon the Borrower’s executors, administrators and personal representatives.

25. COMMUNICATIONS

Any notices and other formal communications between the Bank and the Borrower must be given in writing. The Bank may however specifically agree with the Borrower to allow the use of non-written communication, on a case-by-case basis. The Bank may also provide notices or formal communications to the Borrower by electronic means. For notices or communications in writing from the Bank to the Borrower, they will be deemed to have been duly sent to and received by the Borrower

- i. At the time of delivery if delivered personally;
- ii. 2 days from the date of posting to the Borrower’s address in the Bank’s record if that address is in Hong Kong or 7 days from the date of posting if that address is outside Hong Kong;
- iii. immediately if sent by email to the Borrower’s email address in the Bank’s record or by short message service to the Borrower’s mobile phone number in the Bank’s record

Communications from the Borrower to the Bank must be in writing and made through mail or electronic means. Delivery will be deemed successful upon actual receipt by the Bank.

26. GOVERNING LAW AND SEVERABILITY

These Terms and Conditions and the Loan shall be governed by and construed in accordance with the laws of the Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong. If there is any provision which is invalid or ineffective for any reason, such invalidity or ineffectiveness shall only affect that provision, and shall not affect the validity of the remaining Terms and Conditions. No person other than the Borrower and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Ordinance**”) to enforce or enjoy the benefit of any of the provision of these Terms and Conditions. Application of the Ordinance is hereby expressly excluded.

27. ENGLISH VERSION PREVAILS

In case of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.