

## **OK Finance Property Owner (Personal) Loan Terms & Conditions**

In consideration of OK Finance Limited ("Company") agreeing to provide and/or continue to provide its services and credit facilities to the Borrower, the Borrower hereby agrees to abide by the following terms and conditions:-

### **1. Drawings**

1.1 The principal sum ("Loan") advanced by the Company is to be drawn down in one lump sum at the interest rate per annum mentioned in the Loan Agreement. Proceeds of the Loan will be paid by way of cheque unless otherwise agreed by the Company. The Loan once repaid cannot be re-borrowed.

1.2 Approval of the Loan is subject to the information provided by the Borrower and is contingent upon the credit record of the Borrower having met the credit requirements of the Company. If the approved loan amount is inadequate to cover the actual debts incurred by the Borrower, the Borrower is solely responsible for the shortfall and is required to make arrangement on his own to pay the difference to other credit providers.

1.3 The Borrower shall be fully responsible for any extra costs and expenses incurred as a result of the Borrower using the Loan to settle his debts with other credit providers.

### **2. Interest**

2.1 Interest shall accrue on the outstanding principal amount of the Loan from date of drawdown at the interest rate per annum mentioned in the Loan Agreement and the calculation will be made on monthly basis. The interest portion so accrued during each interest period ("Interest Period"), meaning the period between the date of drawdown (inclusive) and the first instalment date (exclusive) ("First Instalment Date"), the period between the First Instalment date (inclusive) and the subsequent repayment date (exclusive) ("Repayment Date") or the period between one Repayment Date (inclusive) and the next Repayment Date (exclusive) (as the case may be), shall be payable as part of the first Instalment on the First Instalment Date or each successive Instalment on each successive Repayment Date (as the case may be).. The Instalment amount may be rounded up to the nearest dollar.

### **3. Repayment/Prepayment**

3.1 The Borrower shall repay the Loan together with interest, accrued interest, charges, expenses and other liabilities hereinafter mentioned, by the number of monthly instalments agreed to by the Company and within the loan tenor offered by the Company and selected by the Borrower and through a designated repayment account, whether maintained with Dah Sing Bank Limited or other banks in Hong Kong ("Repayment Account"). The Borrower irrevocably authorizes the Company to auto-debit the Repayment Account on the payment due date for instalment repayment on monthly basis, subject however to full repayment on demand and undertakes to keep the Repayment Account with adequate funds to meet each monthly repayment as it falls due.

3.2 In general, clearing and settlement of banks in Hong Kong take place from Mondays to Fridays only. If the payment due date for a particular instalment falls

(a) on a Saturday or a Sunday or a public holiday, the repayment will be made on the following Monday or the following clearing day in Hong Kong, unless such clearing day shall fall in the next calendar month then it shall be made on or as at the immediately preceding clearing day; or

(b) on either 29th, 30th or 31st of a month and a particular month does not have that date, the repayment will be made on the last clearing day in Hong Kong of that month.

3.3 Partial repayment is not allowed. However, prepayment is accepted provided that the prepayment amount is the multiple of the monthly instalment amount. After each prepayment, the payment due date will be adjusted.

3.4 Early settlement will be permitted on prior notice and on such terms as the Company may at its absolute discretion decide subject to repayment of the entire outstanding principal of the Loan and accrued interest. The entire outstanding principal amount of the Loan and accrued interest are calculated in accordance with the method mentioned in the Loan agreement up to but excluding the prepayment date and on the basis of a year of three hundred and sixty five days. The Company may at its sole discretion determine how the early settlement amount is to be calculated or re-calculated.

3.5 Where repayment is not received by the Company by the payment due date, the Company may make further debits on such other days after the due date as the Company thinks fit and the Borrower agrees to pay for the late repayment charges, handling fees, penalty charges and interest at such rate and from such time as the Company may announce.

3.6 If the Borrower fails to make any monthly instalments when due, a late charge at an interest rate mentioned in the Loan Agreement on instalment arrears shall be payable from the due date to the date of actual payment.

### **4. Defer of First Instalment Date**

4.1 The Borrower may request that the First Instalment Date" be deferred to a later date. If the Company agrees to do so, such later day shall be specified as the "Deferred First Instalment Date" and the Borrower shall pay to the Company on the First Instalment Date interest on the amount of the Loan calculated at the same rate as mentioned in clause 2.1 for the number of days in the deferred period commencing from and including the First Instalment Date up to but excluding the Deferred First Instalment Date and on the basis of a year of three hundred and sixty five days.

### **5. Events of Default & the Company's Discretion**

5.1 All moneys payable hereunder together with legal costs and/or costs for employing debt collection agency (at a reasonable sum and reasonably incurred) in enforcing the terms hereof shall become immediately due and payable upon the happening of any one of the following events:

(a) if the Borrower defaults in payment on the due date of any of the instalments; or

(b) if the Borrower is insolvent or unable to pay his debt; or

(c) if the Borrower has any execution or distress issued or levied against him; or

(d) if any circumstances occur which in the opinion of the Company gives reasonable grounds for belief that the Borrower may not (or may not be able to) perform his obligations hereunder; or

(e) if the Borrower without the Company's consent and within 1<sup>st</sup> half of the repayment term applies for or sets up any other unsecured loan or loan account (including Credit Card Account).

5.2 The Loan will be subject to the Company's review periodically as it deems fit at its sole and absolute discretion with or without prior notice.

5.3 Notwithstanding any provision to the contrary in this document, the Company nevertheless expressly reserves the right at its sole and absolute discretion at any time with or without prior notice:

- (a) to increase, reduce, cancel, suspend, withdraw, terminate and/or modify the Loan or any part or parts thereof whether used or unused; and/or
- (b) to exercise the overriding right of demand to the repayment of the Loan or any part or parts thereof; and/or
- (c) to charge additional handling fees and the amount of which shall be such sum as decided by the Company from time to time and in such payment method or for such period(s); and/or
- (d) to increase and/or vary the loan interest; and/or
- (e) to reduce and/or vary the repayment period.

## 6. Collection Charges

6.1 The Company may take such action as it in its absolute discretion thinks fit to enforce its rights in respect of the Loan including without limitation employing third party agencies to collect any sums owing to the Company. The Borrower shall be liable to reimburse on demand and indemnify the Company against all charges and expenses which are of reasonable amount and are reasonably incurred by such third party agencies and the Company's own reasonable legal costs and expenses.

## 7. Personal and Account Data

7.1 The Borrower acknowledges that he has received a copy of the Company's Notice to Customers relating to Customers' Data.

7.2 In addition to the permitted handling of consumer credit data under the Code of Practice on Consumer Credit Data ("Code") by reference to credit reference agency and debt collection agency, the Borrower hereby consents (so far as is permissible in law) to the collection, use, processing and transfer of and access to his/her personal and account data between the Company and their respective contractors or outsourced agents including other financial institutions, debit or credit card issuers, and between the Company and its parent company and affiliates, in connection with the lawful business of such entities including but not limited to the provisions of credit, credit review, credit scoring, matching or direct marketing.

7.3 The provisions in the Code concerning the Company's continuing obligation during or upon termination of the Loan and the right of the Borrower to access and to delete shall equally apply to the handling of data mentioned in clause 7.2 hereof.

## 8. Miscellaneous

8.1 The Borrower shall inform the Company as soon as possible of any difficulty in repaying any outstanding balance to the Company; the Borrower shall also promptly inform the Company in writing of all changes in employment, residential address or telephone number.

8.2 The Borrower consents to the Company to provide the following documents to guarantor (if applicable) evidencing the obligations to be guaranteed. They may include:

- (a) a copy or summary of the Loan Agreement; and/or
- (b) a copy of any demand of payment which is sent to the Borrower; and/or
- (c) at the request of the guarantor a copy of the latest statement of account provided to the Borrower.

8.3 Any terms and conditions (including fees and charges) of the Loan may be altered from time to time by the Company. The Company will notify the Borrower of such alteration by written notice thereof sent to the Borrower's last address notified to the Company, or by any other channels that the Company may think fit under different circumstances.

8.4 In the course of providing loan services, the Company may need to record verbal instructions received from the Borrower and/or any verbal communications between the Borrower and the Company in relation to such services.

8.5 Terms and conditions herein which are invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions.

8.6 All notice, statement or correspondence given by the Company may be sent by ordinary post to the Borrower's last known address and shall be deemed to have been given immediately after posting.

8.7 The Borrower may not assign the whole or any part of his rights under these terms and conditions. The Company may assign, sub-participate or transfer any or all of its rights and obligations under these terms and conditions.

8.8 No failure or delay by the Company to exercise or enforce any right shall operate as a waiver of such right.

8.9 These terms and conditions shall be incorporated into the Loan Agreement. In case of any inconsistency between the provisions of the Loan Agreement and the provisions of these terms and conditions, the provisions of these terms and conditions shall prevail.

8.10 These terms and conditions are governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and in case of any inconsistency between the English and the Chinese version, the English version shall prevail.

8.11 A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Nothing in these terms and conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the aforementioned Ordinance.

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

**The service(s) / product(s) mentioned herein is / are not targeted at customers in the EU.**

## 安基財務業主私人貸款章則及條款

鑑於安基財務有限公司(「安基」)同意提供及/或繼續提供其服務及信貸設施予借貸人,借貸人願意遵守以下章則及條款:

### 1. 提取

1.1 借貸人將一次過提取所有安基貸款(簡稱「貸款」),安基將依照貸款協議上所載之年利率收取利息。除非安基同意以其他方式發放貸款,否則借貸人將會以支票提取貸款款項。清還之貸款不可以被再次借取。

1.2 安基根據借貸人所提供的債務情況及基於借貸人之信貸紀錄符合安基的信貸要求而批核有關貸款。若安基批核之貸款金額不足夠付借貸人所招致的債務時,借貸人需自行負責差額及應自行安排向其他信貸提供者繳付有關差額。

1.3 借貸人應自行負責借貸人以貸款處理有關其他信貸提供者之債務所招致之額外支出及費用。

### 2. 利息

2.1 利息將由款項提取日起從尚未償付之貸款本金依照貸款協議上所載之年利率以每月計算。而於每段期間(利息期),即由(包括)款項提取日起至(不包括)首次還款日為止,或由(包括)首次還款日起至(不包括)隨後的還款日為止,或由(包括)一個還款日起至(不包括)下次的還款日為止(視屬何情況而定),如此孳生的利息部份,須在首次還款日作為首次分期付款一部份而支付或在相繼還款日作為相繼分期付款一部份而支付(視屬何情況而定)。而此每月分期付款額可被調高為元計算。

### 3. 還款/提早還款

3.1 借貸人將以安基所同意的月供分期並在安基提議及由借貸人選擇的貸款期限內通過一個指定的還款戶口不論是在大新銀行有限公司或在香港的其他銀行設立的(「還款戶口」),攤還貸款及利息、到期利息、費用、開支(詳情將於安基批出貸款時通知)和下列所提及之其他責任,並授予安基不可撤銷之權力在還款戶口每月之付款到期日自動扣除月供還款,但不影響安基有權要求全數立即清還。借貸人承諾在還款戶口內維持足夠的款項以應付在到期時每月的還款。

3.2 一般而言,香港銀行交換及結算只會在星期一至五進行。如到期繳款日期是

- (a) 星期六,星期日或公眾假期,有關款項將於下星期一或下一個香港銀行結算日過賬;但如該下一個結算日屬於下一個月份,則提前一個結算日過賬;或
- (b) 一個月的 29, 30 或 31 日,而某月並沒有相同日子,有關款項將於該月份的最後一個香港銀行結算日過賬。

3.3 部份還款將不會被允許。但提早還款將會被接納,但該還款額將要是月供款額之倍數。在這提早還款後,付款到期日將被調整。

3.4 安基可在其絕對酌情權下決定批准提早全數還款,但須預先通知並受制於清還貸款所欠之本金全數及應繳利息。貸款所欠之本金全數、利息會按照貸款協議上所載之方式計算,計算日數從上一個還款日起至提前還款日為止(包括上一個還款日,但不包括提前還款日),而利息之計算以每年三百六十五日按日計算。安基有絕對酌情權決定以上各項結欠的計算方法。

3.5 假如在付款到期日安基未有收到還款,安基可就其認為適合時在到期日後的其他日期於還款戶口過賬,逾期付款收費之計算包括就安基宣佈之利率及計算日而釐定之逾期付款收費,罰款及利息。

3.6 假如借貸人在到期日未付任何月供還款,須支付逾期費用。該費用為依照貸款協議上所載之利率計算,由到期日起計直至真正還款日為止。

### 4. 推遲首次還款日

4.1 借貸人可在放款日或之前要求將首次還款日推遲。如安基同意,借貸人應在首次還款日向安基支付一項利息,該利息以貸款金額為基數依照本文第 2.1 項條款所述之利率計算,計息天數從首次還款日開始至推遲首次還款日為止(包括首次還款日,但不包括推遲首次還款日)以每年為三百六十五日按日計算。

### 5. 違犯事項及安基所擁有之酌情權

5.1 在發生以下任何一種情況下,所有在本文下之欠款連同執行本章則之律師費用及/或收數公司費用(以合理數目及合理地招致)將立即到期及須立即支付:-

- (a) 借貸人在任何供款的到期日未付還款;或
- (b) 借貸人無力償債;或
- (c) 有任何向借貸人發出或針對借貸人之執行或扣押財物行動;或
- (d) 安基在其意見下有任何情況發生使其合理地相信借貸人或許不會(或不能)履行其在本文下之責任;或
- (e) 借貸人於償還一半期數之貸款前未經安基同意下申請/開立其他無抵押貸款/信貸戶口(包括信用卡)。

5.2 安基有唯一及絕對酌情權在有事前通知或無事前通知下以週期性地覆核此項貸款。

5.3 縱使本文有其他規定，安基仍明確地保留唯一及絕對的酌情權在有事前通知或無事前通知下：

- (a) 以增加、減少、取消、暫停、撤回、終止及/或修改全數或部份貸款不管已使用或未使用；及/或
- (b) 以行使凌駕性權利要求全數或部份貸款還款；及/或
- (c) 以收取額外的手續費，而安基有權不時修改該手續費之金額並決定繳交該手續費之方式及期限；及/或
- (d) 以增加及/或修改貸款之利息；及/或
- (e) 以減少及/或修改還款之期數。

## 6. 追討欠款費用

6.1 安基可在其絕對酌情權下認為合適時採取任何行動執行關於貸款之權利，包括但不限於僱用第三者代理人去追收欠下安基之款項。借貸人有責任在要求下償還及補償安基一切該等第三者代理人合理數目及合理地招致的費用及支出，以及安基本身之律師費及支出。

## 7. 個人及賬戶資料

7.1 借貸人承認已由安基收到其有關客戶資料的客戶通知。

7.2 除了在《個人信貸資料實務守則》（「該守則」）下准許經信貸資料機構及追討欠款公司之渠道去處理其個人信貸資料外，借貸人茲同意〔在法律所容許之情況下〕安基及其承包商或外發商及其他金融機構，消費卡或信用卡發行人及安基及其母公司及安基隸屬之集團公司之間收集個人或賬戶資料，及於以使用、處理、轉移及查閱並有關用作包括但不限於提供信貸，信貸檢討，信貸評分，配對或直接促銷之合法業務。

7.3 在該守則中有關在貸款期間或在貸款結束時安基的延續責任及借貸人之查閱及刪除資料的權利將同樣地應用於本文第 7.2 項條款所述之資料之處理。

## 8. 雜項

8.1 借貸人如對於清還或繳付任何欠款或款項有任何困難，或如借貸人的職業、居住地址或電話號碼有任何更改，借貸人應立即以書面通知安基。

8.2 借貸人同意安基給與借貸人之擔保人（如適用）有關借貸人的下列文件，以示所擔保的義務：

- (a) 貸款協議的副本或摘要；及/或
- (b) 安基發給借貸人的任何有關逾期還款的正式付款要求之副本；及/或
- (c) 當被擔保人要求時給與一份借貸人之最近賬戶結單的副本。

8.3 安基可不時更改貸款的任何章則及條款（包括費用及收費），安基將以書面發給借貸人最後通知安基的地址或其他安基在不同情況下認為合適之任何其他方式通知借貸人有關之更改。

8.4 在提供貸款服務的過程中，安基可能需要以錄音記存借貸人的口頭指示，及/或借貸人與安基在該服務過程中的任何對話。

8.5 章則及條款中任何條款因任何理由失效將限於該失效而將不影響其餘章則及條款的效力。

8.6 安基向借貸人發出的各種通告、結單或書信，可用平郵方式寄往借貸人最後報稱之地址。該等文件在郵寄後須視為已即時發出。借貸人發給安基的一切通知及其他通訊，於安基實際收到時方為送達。

8.7 借貸人不可轉讓借貸人根據本章則及條款所享有的全部或任何部份權利。安基可轉讓，分割或轉移任何本章則及條款內之權利及義務。

8.8 安基對任何權利運用或執行中的不履行或延誤將不構成該權利的豁免。

8.9 本章則及條款應被納入貸款協議。若貸款協議之任何章則及條款與本章則及條款有任何差異，應以本章則及條款為準。

8.10 本章則及條款將根據香港特別行政區之法律管轄及註釋。如英文及中文版本有任何不符合時，應以英文版本為準。

8.11 不屬於本章則及條款當事方的任何人均不享有《合約（第三者權利）條例》（第 623 章）項下的任何權利。本章則及條款之任何內容（無論是明示的還是默示的）均不意在、亦不會向任何人授予使該人能夠強制執行若非前述條例該人本不會享有之任何條款的任何利益或任何權利。

**借定唔借？還得到先好借！**

**本文提及的服務／產品並不是以歐盟的人士為目標。**