



Terms and Conditions for Unsecured Overdraft Facility

The Unsecured Overdraft Facility (the “Facility”, particulars of which is set out in the letter of offer (“Letter of Offer”) of the Facility) will be granted subject to Part I (General Terms and Conditions), Part IV (Terms and Conditions for Overdraft Facilities) and other applicable parts of the [Integrated Account Terms and Conditions](#), as well as these Terms and Conditions for Unsecured Overdraft Facility (“these terms and conditions”). In case of any discrepancy between these terms and conditions and the Integrated Account Terms and Conditions, these terms and conditions shall prevail for the purpose of the Facility.

Terms and Expressions	:	(a) “Account” means the account under which the Facility is made available, as set out in the Letter of Offer. (b) The “Borrower” means the borrower(s) to which the Facility is granted, as set out in the Letter of Offer, and includes any personal representative or lawful successor of such borrower(s). (c) “We” and “us” means Hang Seng Bank Limited and its successors and assigns, and “our” and “ours” shall be construed accordingly.
Other Fees	:	<u>We may from time to time at our discretion impose further charges and fees and vary them subject to our notice</u> and such charges and fees and any variation thereof shall be binding on the Borrower if the Borrower continues to use the Facility or any part of the Facility or any utilised amount of the Facility remains outstanding after the effective date thereof.
Debt Collection Agents	:	We may appoint any person as the agent to collect any or all indebtedness owed by the Borrower to us and the Borrower shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by us for that purpose on each occasion.
Set-off Rights	:	We may, at any time and without notice, apply any credit balance in any currency on any of the Borrower’s accounts, whether in the name of the Borrower or in the names of the Borrower and any other person(s), in or towards satisfaction of any indebtedness owed by the Borrower to us in whatever capacity and whether actual or contingent or whether owed solely by the Borrower or owed by the Borrower and any other person(s). In the case of a joint account we may exercise the rights in this clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to us by one or more of the holders of such joint account.
Borrower’s Undertaking	:	<u>The Borrower undertakes to inform us as soon as possible of any difficulty in repaying the Facility (or any part thereof) or in meeting any payment to us arising from the Facility or otherwise pursuant to the Letter of Offer.</u>
Taxes	:	(a) All payments to be made by the Borrower to us in respect of the Facility or under the Letter of Offer or any documents relating to the Facility shall be made to us as specified by us without any set-off, counterclaim or condition and free and clear of all present

and future taxes, deductions or withholdings of any nature whatsoever. If at any time the Borrower is required to make any deduction or withholding for or on account of tax or otherwise from any payment to us, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, we receive on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which we would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the Borrower to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The Borrower shall indemnify us against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the Borrower to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon our request, the Borrower shall promptly deliver to us evidence satisfactory to us that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.

- (b) Any fee or charge referred to in the Letter of Offer is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the Borrower at the same time as it pays the relevant fee or charge.

Indemnity : The Borrower shall indemnify us, our officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on us for tax in respect of any profits or gains attributable to the Borrower) which may be incurred by any of us and all actions or proceedings which may be brought by or against any of us in connection with the provision of the Facility or any services in connection with the Facility to the Borrower or the exercise or preservation of our powers and rights under the Letter of Offer, unless due to the negligence or wilful default of us, our officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. We are entitled to withhold, retain or deduct such portion from the Borrower's assets in the possession or control of us or such amount from any of the Borrower's accounts with us as it reasonably determines to be sufficient to cover any amount which may be owed by the Borrower under this Clause. This indemnity shall survive notwithstanding the termination of the Facility or any services in connection with the Facility or any part of them.

Other Conditions : (1) The Borrower shall make a monthly minimum repayment of the Facility in such amount and not later than such date as specified in the monthly statement of the Account, failing which a late charge, which shall be determined by us and which shall vary from time to time, will be debited to the Account on the next following statement period.

(2) Without prejudice to our rights under any other agreements (including but not limited to the Integrated Account Terms and Conditions), the Borrower acknowledges and agrees that all personal data relating

to the Borrower may be used and disclosed by us for such purposes and to such persons as may be in accordance with our general policies on use and disclosure of personal data as set out in statements, circulars, notices, or terms and conditions made available by us to our customers from time to time.

- (3) No person other than the Borrower and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the Letter of Offer.

Joint Borrower : Where the Borrower comprises of more than one person, the above terms and conditions shall be binding on all and each of them jointly and severally notwithstanding that any of them may be released from any obligation by us or may not be effectively bound due to any reason.



信用透支條款及細則

信用透支(指「貸款」，其詳情陳述於貸款的條件信(「貸款條件信」)內的授予受綜合戶口章則第 I 部分(一般章則)、第 IV 部分(「備用透支」章則)、綜合戶口章則之其他適用部分及本信用透支條款及細則(「本條款及細則」)規限。本條款及細則與綜合戶口章則文義如有歧義，則就貸款而言以本條款及細則為準。

用語及措辭 : (一)「備用戶口」指「貸款條件信」指明用作提供「貸款」的戶口。

(二)「借款人」指「貸款條件信」所指明獲授予「貸款」的借款人(等)，並包括借款人(等)的任何遺產代理人及合法繼承人。

(三)「本行」指恒生銀行有限公司及其繼承人和受讓人。

其他費用 : 「本行」可不時酌情加收及調整任何收費及費用，並於加收及調整生效前通知「借款人」。若於加收或調整生效日期後「借款人」繼續使用「貸款」或其任何部分或任何已支取之「貸款」結欠尚未清償，該等收費、費用及調整對「借款人」則具有法律約束力。

追收債務代理人 : 「本行」可聘用任何人士作為「本行」的代理人，向「借款人」追收任何或全部欠款，因每一次聘用而引起之所有合理費用及支出概由「借款人」負責。

抵銷債務權利 : 「本行」可於任何時間並無須通知「借款人」將「借款人」或「借款人」與其他人士聯名之任何戶口內任何貨幣之結餘用作抵銷以清還「借款人」虧欠「本行」的任何債務，無論「借款人」之身份及無論債務是實際債務或可能引致之債務，亦無論是由「借款人」單獨或與任何其他人士共同虧欠。若是聯名戶口，「本行」可將聯名戶口內之結餘用以清還一位或多位聯名賬戶持有人虧欠「本行」的任何債務。

「借款人」之承諾 : 「借款人」承諾在償還「貸款」或其任何部分或在支付因「貸款」或其依據「貸款條件信」所引致任何款項有困難時，應即時通知「本行」。

稅項 : (一) 「借款人」就「貸款」或在「貸款條件信」或有關「貸款」的任何文件下對「本行」作出的一切付款，應按「本行」所列明的向「本行」作出及不附帶任何抵銷權、反申索或條件，以及不附帶現時或日後任何性質的稅項、扣減或預扣。如「借款人」於任何時間被要求於向「本行」作出的付款中，作出任何稅務或其他的扣減或預扣，「借款人」就該付款的應付款項應相應增加，以確保經過扣減或預扣之後，「本行」於該筆付款的到期日收到(並在不附帶扣減或預扣的任何責任的情況下予以保留)的淨額，相當於如未經作出或規定作出扣減或預扣「本行」應可收到的款額。「借款人」須負起在適當限期前向有關當局

繳付上述扣減或預扣款項的全責。「借款人」須因有關「借款人」未能作出上述扣減或預扣或未能在適當限期前向有關當局繳付上述扣減或預扣款項或未能於付款到期日支付任何增加的付款而導致「本行」應付或招致的任何損失、債務、利息、罰款、或成本及支出賠償「本行」。在「本行」提出要求時，「借款人」須迅速地向「本行」交付令「本行」滿意的證據，證明已經作出有關扣減或預扣或（如適用）已向有關當局作出適當的付款。

- (二) 「貸款條件信」提及的任何費用或收費不含任何增值稅、貨物或服務稅或可能對該等費用或收費徵收的任何其他稅項。如需徵收任何增值稅、貨物或服務稅或其他稅項，「借款人」須於支付該等費用或收費時一併支付該等稅項。

彌償 : 「借款人」必須就「本行」或其職員或僱員任何一方因為向「借款人」提供「貸款」或有關服務，或行使或保存「本行」在「貸款條件信」下的權力及權利而招致的所有責任、索償、要求、損失、損害、稅項、成本、收費及任何種類的支出（包括按十足賠償基礎計算的法律費用及相關支出，及任何有關當局向「本行」追索有關「借款人」任何應得利潤或收益的稅項），及可以向「本行」或其職員或僱員任何一方採取的所有行動或法律程序，向「本行」或其職員或僱員作出賠償，但因「本行」或其職員或僱員的疏忽或蓄意違約行為引致者除外，並僅以由此直接引起的直接及可合理預見損失及損害（如有）為限。「本行」有權將其管有或控制有關「借款人」的資產或「借款人」在「本行」開立的任何賬戶的款項中，預扣、保留或扣除一筆其合理地認為足以填補「借款人」在「貸款條件信」中可能結欠的任何金額。即使「貸款」或有關服務或其任何部份已終止，本賠償責任仍然有效。

其他條款 : (一) 「借款人」須就「貸款」每月繳付最低還款額，並根據「備用戶口」月結單列明之數額及指定之日期或之前繳付，否則「本行」可酌情決定徵收逾期費用。該逾期費用會於下次月結單期於「備用戶口」支取，並可不時予以調整。

(二) 在不損害「本行」於任何其他協議(包括但不限於綜合戶口章則)下的權利下，「借款人」知悉及同意「本行」可根據不時發給客戶之結單、通函、通知、章則及條款內所載有關披露個人資料的政策作指定用途及向指定人士披露「借款人」的個人資料。

(三) 除「借款人」及「本行」以外，並無其他人士有權按《合約（第三者權利）條例》強制執行「貸款條件信」的任何條文，或享有「貸款條件信」的任何條文下的利益。

聯名「借款人」 : 若「借款人」超過一位人士，全體及每位「借款人」均受以上各項條款及條件約束，並須共同及個別承擔責任，即使任何一位「借款人」對「本行」之任何責任獲「本行」解除或由於任何理由並未受有效約束。