

渣打稅務貸款旅遊套票（「旅遊套票」）一般條款及細則：

- 旅遊套票一般條款及細則適用於2007年10月23日至2007年12月31日（「推廣期」）期間成功申請及提取渣打「稅務貸款」（「貸款」）並同時符合「澳門威尼斯人-度假村-酒店之旅每日大抽獎」、「意大利威尼斯之旅終極大抽獎」及「澳門威尼斯人-度假村-酒店之旅免費旅程」條款及細則而獲取旅遊套票之客戶（「合資格客戶」）。
- 無論本條款及細則如何規定，渣打銀行（香港）有限公司（「本行」）承擔的旅遊套票的最高費用以下列數額為上限：
澳門威尼斯人- 度假村-酒店之旅價值HK\$2,200（連Turbo Jet 來回船票2張及酒店住宿1晚）
意大利威尼斯之旅價值HK\$12,198（連香港-意大利威尼斯來回機票2張及5星級酒店住宿2晚）
合資格客戶將於2008年1月31日或以前獲用作換領旅遊套票的旅遊現金券之換領信（即合資格獲澳門威尼斯人- 度假村-酒店之旅及意大利威尼斯之旅的客戶將分別獲價值HK\$2,200及HK\$12,198的康泰旅遊券）：
 - 旅遊現金券之換領辦法及細則將印於換領信上；而使用之詳細條款及細則將印於旅遊現金券上。
 - 旅遊現金券數量有限，換完即止。本行保留以其他相同價值之現金券或禮品代替旅遊現金券而毋須另行通知之權利。
 - 旅行社或任何有關第三方不時就旅遊套票收取的任何及所有費用及收費（包括但不限於旅遊保險費、旺季附加費、旅遊簽證費、服務費及機場離境稅），須全部由合資格客戶承擔。
- 合資格客戶可將其旅遊套票中獲取之旅遊現金券轉讓予任何人士。旅遊現金券只可用作應付有關旅程的全部或部份費用（視乎情況而定），但不可兌換現金或與其他優惠同時使用。換取旅遊套票後之剩餘金額（如有）將不可退還。
- 若合資格客戶提早償還全數貸款，本行有權於合資格客戶償清貸款當日從其還款戶口內扣除等於有關旅遊套票價值（見上述條款（2））的金額，而毋須另行通知。由此產生的費用由合資格客戶承擔。
- 於領取禮品時，合資格客戶之貸款戶口必須仍然有效及無任何逾期還款/不良信貸記錄，方可領取禮品。
- 客戶明白及接納所有產品/服務由康泰旅行社有限公司提供。因此，有關各項產品/服務的各方面（包括但不限於質素及供應量），本行理應毋須負上任何法律責任。
- 本行之員工及其家屬一概不得參加抽獎，以示公允。

「澳門威尼斯人- 度假村-酒店之旅每日大抽獎」（「每日大抽獎」）條款及細則：

- 於2007年10月23日至2007年11月11日期間成功提取貸款之合資格客戶會於2007年11月12日起自動獲「每日大抽獎」抽獎資格。而於2007年11月12日至2007年12月31日期間成功提取貸款之合資格客戶會於提取貸款當日起自動獲「每日大抽獎」抽獎資格。參加抽獎資格將每日累積計算至最後一次之「每日大抽獎」。合資格客戶參加每日大抽獎之機會將取決於客戶提取之貸款額：貸款額HK\$10,000-HK\$100,000可獲抽獎機會一次；其後貸款額每HK\$100,000可於同一次抽獎中獲額外抽獎機會一次。（即貸款額HK\$200,000可於每日獲兩次抽獎機會，如此類推。）
- 本行將從11月12日起根據本行的提取貸款紀錄，於每個工作天（於星期六或日及公眾假期成功提取貸款之合資格客戶將於下一個工作天開始自動獲得「每日大抽獎」抽獎資格）抽出10名得獎者，合共340名得獎者。每名得獎者可各獲價值HK\$2,200之澳門威尼斯人- 度假村-酒店之旅旅遊套票一份。抽獎結果將於2008年1月28日起於本行網頁www.standardchartered.com.hk 內公佈。得獎者將於2008年1月31日或之前獲專函通知領獎詳情。
- 每合資格客戶於「每日大抽獎」中只能贏取一份獎品，而獎品將不能兌換現金。

「意大利威尼斯之旅終極大抽獎」（「終極大抽獎」）之條款及細則：

- 合資格客戶於成功提取貸款日將自動獲參加「終極大抽獎」。每合資格客戶參加終極大抽獎機會之次數將取決於客戶提取之貸款額，貸款額HK\$10,000-HK\$100,000可獲抽獎機會一次；其後貸款額每HK\$100,000可獲額外抽獎機會一次。
- 2份雙人意大利威尼斯之旅（每份價值HK\$12,198）會於「終極大抽獎」中送出。「終極大抽獎」會於2008年1月14日或之前舉行。抽獎結果將於2008年1月28日起於本行網頁www.standardchartered.com.hk 內公佈。得獎者將於2008年1月31日或之前獲專函通知領獎詳情。
- 每合資格客戶於「終極大抽獎」中只能贏取一份獎品，而獎品將不能兌換現金。

「澳門威尼斯人- 度假村-酒店之旅免費旅程」（「免費旅程」）條款及細則：

- 合資格客戶須為渣打「優先理財」或excelbanking客戶，並於推廣期內成功提取貸款額達HK\$300,000或以上方可獲免費旅程一份。
- 已獲免費旅程之合資格客戶將不可獲「每日大抽獎」之抽獎資格。
- 每合資格客戶只能獲取免費旅程一份，而該免費旅程將不能兌換現金。

本行保留隨時更改或終止推廣計劃以及修訂條款及細則而毋須另行通知之權利。如有任何爭議，本行將保留最終決定權。

General Terms and Conditions for Standard Chartered Tax Loan Travel Package (the "Travel Package")

- General Terms and Conditions for Travel Package is applicable to customers who successfully applied and drawdown for the Standard Chartered Tax Loan (the "Loan") during the period from 23 October 2007 to 31 December 2007 (the "Promotion Period") and are entitled to a Travel Package under the respective terms and conditions for "The Venetian Macao-Resort-Hotel Package Daily Lucky Draw" & "Venice, Italy Travel Package Final Grand Draw" & "The Venetian Macao-Resort-Hotel Free Travel" (the "Eligible Customer(s)").
- Notwithstanding any provision in these Terms and Conditions, the cost of a Travel Package shall be borne by Standard Chartered Bank (Hong Kong) Limited (the "Bank") only up to the following maximum amounts: HK\$2,200 for The Venetian Macao-Resort-Hotel Package (include round trip Turbo Jet tickets for 2 with 1-night accommodation at The Venetian Macao-Resort-Hotel) HK\$12,198 for Venice, Italy Travel Package (include round trip air ticket between Hong Kong & Venice, Italy with 2-night accommodations at a 5-star hotel)
The Travel Package will be given to Eligible Customers by way of travel cash coupon i.e. Eligible Customers entitled to receive The Venetian Macao-Resort-Hotel Package and the Venice, Italy Travel Package would receive Hong Thai travel cash coupons of value HK\$2,200 and HK\$12,198 respectively. Redemption letters for the travel cash coupons will be sent to the Eligible Customers on or before 31 January 2008:
 - Details of redemption procedures will be described in the redemption letter and detailed terms and conditions on coupon usage will be printed on the travel cash coupon.
 - Redemption of travel cash coupon is valid only while stock lasts. The Bank reserves the right to replace travel cash coupon with coupons of equivalent value or other forms of gifts without prior notice.
 - Any fees and charges imposed by the travel agency or by any relevant third party, in relation to the package (including but without limitation to travel insurance costs, peak season surcharge, travel visa charges, service charges and airport tax) shall be borne solely by the Eligible Customer.**
- Eligible Customer may transfer the travel cash coupon in respect of the package awarded to him/her to any person. The travel cash coupon can be used as payment/partial payment (as the case may be) for the designated travel tour packages, and cannot be redeemed for cash or used in conjunction with any other promotional offers. Residual balance of the travel cash coupon after redemption (if any) will not be refunded.
- For Eligible Customer who early redeems the Loan, the Bank has the right to debit an amount equivalent to the value of the relevant travel package redeemed (see above Clause 2) from his/her repayment account upon the loan redemption date without further notice. Any cost incurred due to this action will be borne by the Eligible Customer.**
- To be eligible for the prizes, the Eligible Customer's Loan account must still be valid and with no past due record/unsatisfactory credit history at the time of redeeming the prizes.
- Customers understand and accept that Hong Thai Travel Services Limited is the supplier of the products/services offered in this Promotion. The Bank shall have no legal liability relating to any aspect of the products/services, including but without limitation to their quality and the supply.
- Staff of the Bank and their family members are not eligible for the lucky draws.

Terms and Conditions for the "The Venetian Macao-Resort-Hotel Package Daily Lucky Draw (the "Daily Lucky Draw")

- Eligible Customer successfully drawdown from 23 October 2007 – 11 November 2007 will be automatically entitled to an entry to the Daily Lucky Draw from 12 November 2007 onwards. Eligible Customer successfully drawdown from 12 November 2007 – 31 December 2007 will be automatically entitled to an entry to the Daily Lucky Draw upon his/her Loan drawdown. The eligibility of the entry will be accumulated daily and last until the last Daily Lucky Draw. The number of daily entries to the lucky draw will be determined by Eligible Customer's drawdown loan amount: one entry to lucky draw for loan amount HK\$10,000 – HK\$100,000; an additional entry to lucky draw for every HK\$100,000 loan amount thereafter (i.e. 2 entries per day for a loan amount of HK\$200,000, so on and so forth).
- The Bank will draw 10 winners on each working day starting on 12 November 2007 (Eligible Customers drawdown on Saturday or Sunday and Public Holiday will be automatically entitled to the Daily Lucky Draw on the next working day) from the drawdown record during the promotion period (i.e. 340 winners in total). Each winner will be awarded with one set of The Venetian Macao-Resort-Hotel Package valued at HK\$2,200. The result of the Daily Lucky Draw will be announced in the Bank's website www.standardchartered.com.hk from 28 January 2008 onwards. Winners will be notified of redemption details individually by mail on or before 31 January 2008.
- Each Eligible Customer is entitled to receive one prize under the Daily Lucky Draw only and the prize cannot be exchanged for cash.

Terms and Conditions for the "Venice, Italy Travel Package Final Grand Draw" (the "Final Grand Draw")

- Eligible Customer will be automatically entered into the Final Grand Draw on the date of his/her Loan drawdown. The number of daily entries to the lucky draw will be determined by Eligible Customer's drawdown loan amount: one entry to lucky draw for loan amount HK\$10,000 – HK\$100,000; an additional entry to lucky draw for every HK\$100,000 loan amount thereafter (i.e. 2 entries per day for a loan amount of HK\$200,000, so on and so forth).
- Two sets of Venice, Italy Travel Package valued at HK\$12,198 each will be given out at the Final Grand Draw. The Final Grand Draw will be held on or before 14 January 2008 and the result will be announced in the Bank's website www.standardchartered.com.hk from 28 January 2008 onwards. Winners will be notified of redemption details individually by mail on or before 31 January 2008.
- Each Eligible Customer is entitled to receive one prize under the Final Grand Draw only and the prize cannot be exchanged for cash.

Terms and Conditions for the "The Venetian Macao-Resort-Hotel Free Travel" (the "Free Travel")

- Eligible Customer shall be customer of Standard Chartered Priority Banking or excelbanking who drawdown a loan amount of HK\$300,000 or above in the promotion period to be entitled to one set of The Venetian Macao-Resort-Hotel Package.
- Eligible Customer entitled to Free Travel shall not be entitled to the entry of Daily Lucky Draw.
- Each Eligible Customer is entitled to receive one set of Free Travel only and the Free Travel cannot be exchanged for cash.

The Bank reserves the right to alter or terminate the above offers and amend the terms and conditions at any time without any prior notice. All matters or disputes will be subject to the final decision of the Bank.

「稅務貸款」條款及規章

本人同意遵守下列條款：

- 最低總貸款額為港幣10,000元。
- 條款中所述「貸款」之定義為按已批核之「稅務貸款」計劃（「貸款計劃」）中所貸出之本金及繼每月還款而遞減之餘款數項。「工作天」乃指渣打銀行（香港）有限公司（「銀行」）營業日。
- 本人同意除非本人於約定期限前最少5個工作天以書面通知銀行，否則本人不得取消是項貸款，並同意補償銀行因本人取消貸款而引致的一切費用。
- 本計劃及 / 或貸款乃由銀行會議決定提供，即使銀行已發出任何貸款批核、扣款或其他通知書，銀行仍可隨時終止本計劃。
- 本人可隨時透過「電話銀行服務」或其他同類型服務申請貸款，惟：
 - 任何該等服務須受銀行當時之有關條款所約束；
 - 任何該等服務只於該服務之正常運作時間內提供，其他時間由銀行全權決定處理方法；及
 - 倘因本人使用該等服務或未能使用該等服務或該等服務運作過程出現故障錯誤而令本人招致之任何損失、責任、支出或費用，除非銀行有疏忽的情況，否則銀行一概毋須負責。
- 本人同意銀行有權將每月還款額自行分配為貸款、利息及貸款手續費，按本章則條款第九條，銀行並有權將利息分配至隨本金遞減，並於貸款發給本人一個月後，從本人之往來 / 儲蓄戶口中扣除每月應償還之款項。
- 倘銀行於擬提早償清貸款之日期前至少5個工作天前收到提早償清貸款之書面要求，則可提早償清全部（而非部份）貸款。在提早償清貸款時，本人會向銀行繳還貸款，截至下月還款到期日止之利息及貸款手續費，及其他所有應償還銀行之款項，並須另加繳付相當於全部借出款額2%之款項。
- 銀行有絕對權力對情修訂貸款利率，並具絕對權利隨時向債人要求償還全部貸款、利息及貸款計劃中所涉及之一切費用。如本人未能依期繳交任何一期還款，銀行有權要求立即清還全部所欠之貸款、利息及貸款手續費。由銀行發出之單據或通知書（任何認為適用者），將作為證明本人欠付銀行款項之有效憑證。同時，在不影響這項條款下，任何逾期而仍未繳付之每月供款，銀行有權徵收相等於每月5%（最少為港幣二佰元）作為行政費用。
- 除銀行或其他渣打集團公司（即渣打銀行（包括其所有分行）以下簡稱「渣打」），渣打的母公司或任何附屬公司或聯營公司，均為「渣打集團公司」）享有的任何一般的或銀行的留置權、抵銷權或依法例或根據銀行或任何渣打集團公司與本人不時訂立之任何其他協議享有任何其他權利外，及在不取代銀行或任何渣打集團公司上述權利之下，銀行可毋須事先通知本人，隨時將本人在貸款戶口或在銀行或任何渣打集團公司開設的其他戶口（不論上述戶口是單獨持有或與任何其他人士聯名持有，亦不論是否已到期或到期支付）的全部或任何存款結餘進行抵銷、轉帳或運用，以支付或清償本人對銀行或任何渣打集團公司的債務（不論是現在或將來、實際是或有的、單獨或與任何其他人士聯名欠負的）（以下簡稱「債務」），包括但不限於本人根據本協議有責任支付之一切款項。本人並授權每一渣打集團公司在銀行要求時向銀行或有關的渣打集團公司轉帳或發放上述全部或任何存款結餘。如有需要銀行及任何渣打集團公司有權為此而以該等賬戶之結餘購買其他貨幣。
 - 在法律允許的最大範圍內，銀行或渣打集團公司將對本人行使抵銷權的情況包括但不限於以下各項：
 - 本人對銀行或渣打集團公司的任何債務逾期未償還，(ii) 他人對本人進行任何查封、扣押或類似程序，(iii) 本人提出或他人對本人提出破產申請，(iv) 已就本人全部或任何實質部分資產進行破產管理，或(v) 銀行或任何渣打集團公司有理由相信本人無力償還到期債項。
- 銀行有權採取其認為適當的行動以行使其對貸款的權利，包括但不限於聘用任何代理人或第三者服務供應商追收欠銀行的任何款項。本人須在銀行要求時全數償還銀行在要求償還、收取或試圖收取、或起訴以追討本人根據本貸款條款項向銀行支付的任何款項時，或就本貸款條款違反尋求補救時，或執行或試圖執行本貸款條款時，合理地引起的（不論直接或間接）所有合理費用及開支（包括但不限於銀行依據以上述僱用的任何代理人或服務供應商的費用，以及按彌償基準計算的律師費及有關支出）。
- 本人用以每月供款之還款賬戶，必須於供款期到期前存有足夠之款項以供還款扣款之用。
- 若本人以聯合名義申請，則本人須共同及分別遵守此等條款。
- 銀行可隨時修改此等條款而只需按本人最近期之通訊地址，以書面發出有關之修改通知。
- 銀行有權轉讓是項貸款的任何或所有權利及義務。
- 本章則條款中任何條款如因任何理由而失效，則失效者僅為該條款，而不會影響其餘條款之效力。本文所訂之條款如對任何責任施加以豁免或限制，均以不違反香港法律之規定為限。
- 銀行未能或遲延行使或執行其任何權利，並不表示放棄該權利，單獨行使任何權利或行使部份權利或行使權利有不足亦不會對其繼續行使該權利或其他任何權利構成阻礙。
- 銀行或代表銀行所作之任何行動、行為或商議均不足以阻礙銀行行使其按本章則條款所擁有之任何權利，或對該等權利構成延遲或變更。
- 按本章則條款所定之協議或豁免：
 - 可依據銀行所訂定之條款而達成；
 - 只於訂定該協議或豁免時之情況及當時訂立之目的下方為有效；及
 - 必須以書面訂定方屬有效。
- 為了保障本人及銀行職員及協助解決本人與銀行之間的爭議，銀行可以（但並無責任）以書面及 / 或錄音及 / 或銀行決定的任何其他方法記錄銀行與本人之間的所有電話通話及本人發給銀行的指示，而本人特此承認並同意銀行如此記錄有關通話及指示。如無任何明顯的錯誤，則銀行可保存有關上述電話通話及本人發給銀行的指示的記錄即具決定性，並對本人具有約束力，而且銀行可在其認為合適的期間保留該等記錄。
- 按貸款之一般程序而在銀行所屬戶口存入之款項及資料，概為本人在本計劃下對銀行所須承擔之責任及責任範圍之最終證明，惟出現顯著錯誤則除外。
- 為本人之方便，本人同意授權銀行，可向銀行真誠相信是本人之詢問者透過電話披露下列資料（銀行為此可要求詢問者提供本人的身分證號碼、申請貸款額（或最接近之千元約數）及銀行為核對詢問者身分而認為合適的其他資料）：貸款的批核狀況（已核准、審批中或已拒絕），而倘若貸款已獲批准，經批核的確實貸款額、利率、還款期及貸款發出日期。
- 本人保證所提供之資料全部確實無誤，並授權銀行在有需要時向有關機構求取。本人並同意在有需要時向銀行提供有關本人之額外資料或文件。本人進一步同意，銀行不時蒐集有關本人之個人資料，用於核對本人不時備有供本人索取之聲明、通知、通知或條款及條件所載有關使用及披露個人資料的政策，用於其中所述用途向其所指人士（不論在香港境內或境外）披露，且該等資料可(i) 供核對程序（定義見「個人資料（私隱）條例」之用；(ii) 向和向本人已有或打算有交易的任何財務機構（以銀行信用查詢或其他方法）透露，使該財務機構能對本人進行信貸調查；及(iii) 提供給信貸調查機構，而在本人欠賬時，則可將該等資料提供給收數公司。本人明白根據「個人資料（私隱）條例」中的條款及規例核準和發出的個人資料資料實務守則，本人有權要求獲告知那些資料是會向信貸調查機構或收數公司例行披露的，以及獲提供進一步資料，藉以向有關信貸調查機構或收數公司提出查詢和改正資料要求。本人明白在此申請被成功批核的情況下，倘若戶口在結案之前的五年內從未出現欠款紀錄，否則本人之欠款資料將被交予信貸資料服務機構，而該機構將於全數償還欠款逾計五年的五年內把持有關的欠款資料記錄在案。本人更明白在此申請被成功批核的情況下，倘若戶口在結案之前的五年內從未出現欠款紀錄超過六十日的欠款紀錄，本人有權要求銀行向有關的信貸資料服務機構安排刪除根據本申請表開設的戶口資料。
- 本章則條款受中華人民共和國香港特別行政區之法例所約束。銀行就本計劃所發行之章程條款及其他任何文件之中文譯本僅方便參考，在一切情況下均以英文版本為準。

渣打銀行（香港）有限公司刊發

TERMS AND CONDITIONS OF "TAX LOAN"

I agree to be bound by the following conditions:

- The minimum total loan amount is HK\$10,000.
- The expression "The Loan" when used herein means the principal amount advanced by Standard Chartered Bank (Hong Kong) Limited (the "Bank") and outstanding at any relevant time under the approved Tax Loan Plan (the "Plan") as the same is reduced from time to time by the monthly repayments. "Business day" means a day on which the Bank is open for business in Hong Kong.
- I may not cancel this agreement unless written notice thereof is received by the Bank at least 5 business days before the date of the scheduled disbursement of the loan proceeds as notified to me by the Bank. Upon cancellation, I shall pay to the Bank all costs and expenses incurred by the Bank in connection with the Loan.
- The Plan and / or the Loan is made available at the sole discretion of the Bank which may terminate the Plan at any time, notwithstanding the issue by the Bank of any Loan Approval, Drawdown or other Advice.
- I may apply for the Loan using the Phone Banking Services or other similar services made available to me from time to time, provided that:
 - any such service shall be subject to the Bank's terms and conditions relating to it from time to time;
 - any such service shall only be available during the normal operating hours for such service and otherwise solely at the Bank's discretion; and
 - I shall not hold the Bank responsible for any damage, loss, liability cost or expense incurred by me as a consequence of either the use of such services by us or the unavailability or malfunction of such services, except where there has been negligence on the part of the Bank.
- Without limiting the generality of the foregoing, I acknowledge that the Bank shall have the right at its absolute discretion to allocate a higher proportion of any one or more of my monthly repayments to interest rather than to the principal then due in respect of the Loan. Subject to Condition 9 below, the Bank is also authorized to debit my current/savings account as specified in the application form for the Plan or other account with the amount of each monthly repayment commencing one month after drawdown of the Loan or any part thereof.
- Early redemption of all (but not part) of the Loan will be permitted upon a written request for early redemption being received by the Bank at least 5 business days before the proposed date of early redemption. Upon early redemption I will pay to the Bank the Loan, interest thereon and handling fee accrued up to the due date of the next monthly repayment and all other sums then due to the Bank together with payment of a sum equal to 2% of the total drawdown amount will be imposed as at the redemption date.
- Interest on the Loan shall be variable at the Bank's discretion and notwithstanding any other Terms and Conditions, I agree to pay to the Bank on demand at any time all principal, interest and other charges under the Plan which are outstanding and owing at the relevant time. Without limiting the generality of the foregoing, in the event of my failure to make any one monthly repayment on the due date, the Loan, accrued interest and handling fee shall become immediately due and payable. A statement or demand (in whatever form the Bank deems fit) issued by the Bank shall be conclusive evidence of the amount due and owing to the Bank. Without prejudice to this condition, on the day after each monthly repayment due date, a monthly late repayment charge of 5% (minimum HK\$200) will be imposed on the total monthly repayment amount then overdue.
- In addition to and not in substitution for any general or banker's lien, the right of set off or any other rights which the Bank or any other company of the Standard Chartered group being Standard Chartered Bank (including all its branches) ("SCB"), the parent or any subsidiary or associated company of SCB (each a "SCB Group Company") may have under law or under any other agreement; from time to time subsisting between the Bank or any SCB Group Company and me, the Bank may at any time and without prior notice, set off, transfer or apply, and I authorize each SCB Group Company to transfer or release to the Bank or the relevant SCB Group Company upon request, all or any of the funds standing to the credit of me (whether such funds are held jointly or jointly with any other person, and whether or not matured or due and payable) in the Loan account or any other accounts with the Bank or any SCB Group Company, in or towards the payment or discharge of any liability (whether present or future, actual or contingent, singly or jointly with any other person) (the "liabilities" of me to the Bank or any SCB Group Company, including without limitation all sums which I am obliged to pay under this Agreement. The Bank and any SCB Group Company are authorized to purchase with the money standing to the credit of any such account such other currencies as may be necessary for its purpose.
- To the fullest extent permitted under law, the circumstances in which the Bank or any SCB Group Company will exercise their right of set off against me include without limitation the following: (i) any liabilities of me to the Bank or any SCB Group Company become overdue, (ii) any attachment, execution or similar process is levied against me, (iii) a petition in bankruptcy is filed by or against me, (iv) a receiver is appointed of all or any substantial part of my assets, or (v) the Bank or any SCB Group Company have reason to believe that I am unable to pay my debts when due.
- The Bank 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 any agent or third party service provider to collect any sums owing to the Bank. I shall be liable to indemnify the Bank in respect of, and reimburse the Bank on demand, all costs and expenses (including without limitation the charges of any agent or service provider employed as aforesaid, and legal costs and expenses on an indemnity basis) which are of reasonable amount and were reasonably incurred (whether directly or indirectly) by the Bank in demanding or placing or attempting to collect, or suing to recover, any sum payable to the Bank by me under these Terms and Conditions or in seeking any remedy for any breach of these Terms and Conditions, or otherwise in enforcing or attempting to enforce these Terms and Conditions.
- I undertake to keep the account I maintain with the Bank pursuant to the requirement of the Plan in credit with adequate funds to meet each monthly repayment as it falls due.
- Where this application is made in joint names, these Terms and Conditions shall apply to each of us jointly and severally and our liabilities and obligations to the Bank hereunder in respect of the Loan or any part thereof shall be joint and several.
- Terms and conditions of the Loan may be altered from time to time by the Bank and the Bank will notify me of any such alteration by means of written notice thereof sent to my last correspondence address notified to the Bank from time to time.
- The Bank shall be entitled at its discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan.
- Any term in these Terms and Conditions which is 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. Nothing in this document shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- No failure or delay by the Bank to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right preclude any other or further exercise of it or the exercise of any other right.
- On no act, conduct or negotiation by or on behalf of the Bank shall in any way preclude it from exercising any right under these Terms and Conditions or constitute a suspension or variation of such right.
- Any consent or waiver under these Terms and Conditions:
 - may be given subject to such conditions as the Bank may specify;
 - shall be effective only in the instance and for the purpose for which it is given; and
 - may be in writing to be effective.
- To protect both I and the staff of the Bank and to help resolve any disputes between me and the Bank, the Bank may (but shall not be obliged to) record any hereby acknowledge and agree to the Bank recording, all telephone conversations between the Bank and me and instructions given by me to the Bank, by writing and/or by tape recording and/or by any other methods as the Bank may determine. The Bank's record of such telephone conversations and such instructions given by me to the Bank shall, in the absence of manifest error, be conclusive and binding on me and may be retained by the Bank for such period as it deems appropriate.
- Entries made in accounts maintained by the Bank in respect of the Loan in accordance with its usual practice shall be conclusive evidence of the existence and amounts of my obligations to the Bank under the Plan, except to this extent of manifest error.
- For my convenience, I hereby authorize the Bank to disclose the following data by telephone to an enquirer whom the Bank genuinely believes to be me (and for this purpose the Bank may require the enquirer to provide my Hong Kong Identity Card number, the loan amount applied for (rounded up or down if necessary to the nearest thousand dollars) 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, the exact amount approved, the interest rate, the loan repayment period and the drawdown date.
- I confirm that the information given in the application form is true and complete and authorize the Bank to contact all necessary parties for verification if needed. I agree to provide any additional information/documents which the Bank may require from me. I further agree that all personal data relating to me collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time and such data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), (ii) disclosed (by way of references or otherwise) to any financial institution with which I have or propose to have dealings to enable such financial institution to conduct credit checks on me, and (iii) supplied to a credit reference agency and in the event of my default to a debt collection agency.
- I understand that under and in accordance with the terms of the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, I have the right to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies and to be provided with further information to enable the making of an access or correction request to the relevant credit reference agency or debt collection agency. I understand that in the event of any default in payment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I shall be liable to have my account data retained by a credit reference agency for a period of up to 5 years after repayment in full. I further understand that in the event this application is approved, I shall have the right to instruct the Bank to request the relevant credit reference agency to delete all account data in relation to the account upon termination thereof provided that there is no default in payment for a period in excess of 60 days on the account within 5 years immediately before account termination.
- These terms and conditions are governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The Chinese translation of these terms and conditions and any other document issued by the Bank in connection with the Plan is provided for convenience only and the English version shall prevail for all purposes.

Issued by Standard Chartered (Hong Kong) Limited

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