

Personal Instalment Loan Terms and Conditions

1. **Acceptance of these Terms and Conditions**
By requesting the Personal Instalment Loan, Express Loan, Salaries Tax Loan or Debt Consolidation Loan (the "Loan"), I shall be deemed to have read, understood and accepted these Terms and Conditions.
2. **Approval of the Loan and Conditions**
Approval of the Loan and the terms applicable to the Loan (including amount, tenor of and interest rate applicable to the Loan) shall be at the sole discretion of DBS Bank (Hong Kong) Limited (the "Bank", which shall include its successors and assigns) and is conditional upon fulfillment of the following conditions to the Bank's satisfaction:
 - (a) provide all documentary proof required by the Bank which the Bank may independently verify;
 - (b) a satisfactory review of my credit profile available at the credit reference agency;
 - (c) in respect of a Debt Consolidation Loan application, (i) reduce the credit limit in respect of any credit card and/or loan account or (ii) cancel any credit card and/or loan account I maintain with another financial institution as required by the Bank.
3. **Cancellation of Application**
I may not cancel an application for the Loan once processing has commenced unless permitted by the Bank. If the Bank at its discretion permits cancellation of my Loan application, I shall pay the Bank all reasonable costs and expenses in connection with the cancellation.
4. **Undertakings in respect of Debt Consolidation Loan**
If the Loan is a Debt Consolidation Loan, I undertake to the Bank that:
 - (a) **I shall not:**
 - (i) increase the credit limit in respect of a credit card and/or loan account which I have agreed to reduce;
 - (ii) re-apply for a credit card and/or re-open a loan account which I have agreed to cancel;
 - (iii) increase the credit limit of any existing credit card and/or loan account within 12 months from the drawdown of the Loan; or
 - (iv) apply for any new unsecured facility with another financial institution within 12 months from the drawdown of the Loan.
 - (b) **If the Loan amount granted by the Bank is smaller than the total outstanding debt(s) owned by me to other financial institutions listed in the Loan application form, I shall be solely responsible for any shortfall and make my own arrangement(s) to repay the same to the said financial institutions.**
5. **Immediate Repayment**
I agree to pay to the Bank on demand all principal, interest and other charges of and relating to the Loan. The Bank shall have the right to review, modify, reduce and/or cancel the Loan and demand immediate repayment of all outstanding principal of the Loan and interest thereon without prior notice.
6. **Monthly Repayment**
On or before each Monthly Repayment Date, I agree to pay the Monthly Repayment Amount. The Bank may at its discretion:

- (a) apportion the monthly repayments between principal, interest and handling fee as the Bank shall determine; and/or
- (b) debit my account with such Monthly Repayment Amount on each Monthly Repayment Date (which expressions as used herein shall have the same meanings as respectively referred to in the Bank's notification letter to me in relation to the Loan). If the Monthly Repayment Date for a particular month falls on a Saturday, a Sunday or a public holiday, my account will be debited on the preceding clearing day. If the Monthly Repayment Date falls on any of 29th, 30th or 31st of each month and a particular month does not have such date, my account will be debited on the last clearing day of that month.

I may not alter the Monthly Repayment Date unless permitted by the Bank. If the Bank at its discretion permits alteration of the Monthly Repayment Date, I shall pay the Bank all reasonable costs and expenses in connection with the alteration.

7. Late Repayment Surcharge

For each month I fail to pay any Monthly Repayment Amount in full when due, the Bank will charge:

- (a) a default interest of 3% of the total Monthly Repayment Amount overdue; and
- (b) a late charge of HK\$300.

8. Early Repayment

Early full repayment of the Loan is permissible upon seven days' prior written notice to the Bank provided that I shall on the date of such repayment pay the outstanding loan principal (including any arrears), outstanding handling fee, interest up to the next repayment date and an early settlement administrative fee (the "Early Repayment Amount"). The early settlement administrative fee shall be calculated by reference to the number of years in the remaining Loan period (any part of a year shall be rounded up to a year) and chargeable for each year at a rate of 1.5% per annum on the principal amount of the Loan. The outstanding loan principal and interest shall be calculated by the Bank in such manner as the Bank may at its sole discretion determine. Upon my request, the Bank may issue a certificate in relation to the Loan confirming the outstanding principal of the Loan, interest payable thereon, any charges due and the early settlement administrative fee. In the absence of manifest error, such certificate of the Bank shall be binding and conclusive on me. If I pay a lump sum amount ("Lump Sum") to the Bank which is not enough to pay the Early Repayment Amount, I agree that the Bank may hold the Lump Sum as a prepayment and deduct the Monthly Repayment Amount from the Lump Sum on each Monthly Repayment Date until the Lump Sum is fully deducted. The Bank shall then debit my account with such Monthly Repayment Amount or part of it (as appropriate) on each Monthly Repayment Date thereafter until the Loan is fully repaid. I may not withdraw the Lump Sum or any remaining portion unless permitted by the Bank upon my written notice to the Bank. In case the Bank exercises its discretion to return any amount to me, I shall pay the Bank all reasonable costs and expenses in connection with the refund.

9. Set-off

In addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may, at any time without prior notice, combine or consolidate any or all of my accounts (whether singly or jointly with others) with my liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any of my accounts in or towards satisfaction of my liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as my liabilities to the Bank are contingent or future, the liability of the Bank to me to make payment of any sum standing to the credit of any of my accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

10. Bank Charges

I shall pay the Bank a handling charge as set out in the Bank Charges Schedule in force from time to time, for each repayment returned for lack of available funds. I authorise the Bank to debit my Loan account any such amounts so payable.

11. Amendment

The Bank will give me at least 30 days' notice in any manner it thinks fit before amending the fees and charges or these Terms and Conditions. Any such amendment will be binding on me if I continue to utilise the Loan or allow the Loan to be outstanding after the effective date of the amendment.

12. Collection Costs

The Bank may take such steps and actions as it reasonably thinks fit to enforce repayment of the Loan and interest thereon and these Terms and Conditions including without limitation, employing lawyers and third party debt collection agents to collect any sums I owe the Bank. I shall indemnify the Bank on demand for all reasonably incurred costs and expenses incurred by the Bank in respect of any such enforcement steps and actions provided that the total amount of such costs of debt collection agents to be recoverable shall in normal circumstances not exceed 30% of the amount of the debt. I also agree and authorise the Bank to disclose relevant information to such persons for these purposes.

13. Contact Arrangements

Communications delivered personally or sent by post will be deemed to have been delivered to me (where delivered personally) at the time of personal delivery or on leaving it at such address, or (where sent by post) 48 hours after posting. If any of my personal details (including my address, employment, permanent residence or telephone number) has been changed, I will promptly inform the Bank in writing. I shall also notify the Bank promptly in writing of any difficulty in repaying any indebtedness or in meeting any payment to the Bank arising from the Loan.

14. No Waiver

No failure, act, omission 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 prevent any other or further exercise of it or the exercise of any other right.

15. Miscellaneous

These Terms and Conditions:

- (a) are personal to me and my rights or obligations may not be assigned by me, but the Bank may assign or otherwise dispose of all or any of its rights and obligations hereunder;

- (b) shall be binding upon my executors, administrators and personal representatives; and
 - (c) shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and shall not 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.
16. Tax
- I agree to be bound by the terms relating to tax reporting, withholding and associated requirements specified in the Tax Requirements Notice from time to time issued by the Bank, which are incorporated by reference into and shall form part of these Terms and Conditions. A copy of the Tax Requirements Notice is available on request at the Bank's branches or from the website (www.dbs.com/hk).
17. Third Parties Rights
- I agree that a person who is not a party to these Terms and Conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).
18. Relationship with the Directors/Employees etc. of the Bank
- (a) As a licensed bank, the Bank is subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of the Bank, its subsidiaries or Affiliates ("Connected Persons"). Unless otherwise declared or disclosed to the Bank, I hereby confirm to the Bank that I am not a Connected Person. I undertake to immediately advise the Bank in writing upon becoming a Connected Person at any time while the Loan or other indebtedness to the Bank is outstanding.
 - (b) For the purpose of this clause 18, the following terms shall have the following definition:
 - "controllers" and "minority shareholder controllers" shall have the meanings used within section 83 of the Banking Ordinance (Cap 155 of the Laws of Hong Kong);
 - "subsidiary" shall have the meaning ascribed to it in the Companies Ordinance (Cap 622 of the Laws of Hong Kong); and
 - "Affiliates" in respect of a party, means any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party and "control" in this definition means (i) the direct or indirect ownership of 50% or more of the voting share capital of a party; or (ii) the entitlement to exercise, or control the exercise of 50% or more of the voting power of a party; or (iii) the ability of a party (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to direct the management and policies of another party or to control the composition of the other party's board of directors or equivalent body.
19. Other Versions of these Terms and Conditions
- If there is any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.