

抵押透支服務一章則和條款

除申請表中的聲明外，下面的章則和條款將適用於成功的貸款申請。請於申請前閱讀及瞭解有關章則和條款。

- 1. 利息計算及還款方法** - 星展銀行(香港)有限公司(「銀行」)將按每年365日計算利息，利息將按日累計並記入透支戶口內。應付利息可用現金支付或滾轉到未清還餘額中。
- 2. 超額透支所徵收之利率** - 銀行將對以下項目徵收額外利息，該利息以年利率港元最優惠利率加九厘計算：
 - (a) 任何超過適用之透支限額的結欠，額外利息將由透支額出現超支日起計算，直至超支被實際償還日為止；及
 - (b) 如透支已到期而未獲續期，則戶口內之透支結欠將徵收額外利息，該利息將由透支到期日或未獲續期日起計算，直至實際償還日為止。銀行將通知本人 / 吾等該超額透支利率。
- 3. 抵押品** - 透支額將於簽署以下的抵押文件(「抵押書」)並獲銀行接納後，方可以動用：
 - (a) 以本身的現金存款、股票及其他證券作抵押 - 須簽署「現金存款、股票及其他證券(本身債務)抵押書」；
 - (b) 以第三方現金存款、股票及其他證券作抵押 - 須簽署「現金存款、股票及其他證券(第三方)抵押書」；
 - (c) 以物業作抵押 - 須簽署「財產抵押書(按揭契約)」；或
 - (d) 其他 - 須簽署銀行要求之抵押書。本人 / 吾等明白如本人 / 吾等未能遵守此章則和條款，抵押之資產將有機會被銀行接收及 / 或變賣。本人 / 吾等同意如抵押品是由第三方提供，銀行可提供予該第三方一切有關此透支之文件副本，包括向本人 / 吾等追討欠款的通知書及此透支戶口的結單。
- 4. 透支限額** - 透支的未清還總額不得超過已抵押資產的折扣後價值，該價值是根據抵押資產市值乘以本銀行不時釐定的透支比率計算所得。若有違此條款，銀行可要求：
 - (a) 減低透支額；及 / 或
 - (b) 根據抵押書內條款，即時存入更多抵押品或現金作抵押，以符合此條款。否則銀行可要求即時還款。對於不同的抵押品，銀行有不同的透支比率，該比率並會不時變更。欲知詳情，請聯絡銀行的客戶服務熱線或任何分行。
- 5. 由所抵押資產衍生的款項** - 本人 / 吾等明白，從所抵押資產獲得之一切利息、股息、分派、或其他應付或已付之款項，須存入透支戶口(即使本人 / 吾等有不同指示)，並且用以償還透支款項。如抵押資產屬外國貨幣，銀行應使用當時的兌換率，將該款項轉換至港元。
- 6. 擔保回報 / 其他產品利益的影響** - 如果抵押資產的任何利益或擔保回報是有條件性的(例如需持有至到期日為止)，本人 / 吾等明白並接受透過抵押擔保，本人 / 吾等對抵押資產再無控制權。如本人 / 吾等不履行義務，銀行有權隨時變賣抵押資產，並毋須預先知會本人 / 吾等。而有關利益或擔保回報將不獲兌現。
- 7. 通知書** - 通知書將會寄給成功申請人，該通知書會：
 - (a) 列明獲批出的透支限額；及
 - (b) 確定透支息率及適用之手續費。
- 8. 可用性** - 即使透支尚未動用至最高限額，銀行有權隨時拒絕客戶運用該透支額，並且毋須予以解釋。
- 9. 定期審核** - 銀行除了擁有可於任何時候要求還款之慣用凌厲性權利外，並可作不時的審核。銀行雖無責任，但如審核後決定不繼續提供透支，將會通知本人 / 吾等。若透支得以維持，則仍須受本章則和條款約束。
- 10. 取代最優惠利率** - 當香港銀行同業拆息(HIBOR)高於最優惠利率時，銀行可酌情決定，採用當時的HIBOR以取代最優惠利率，作為釐定利率的基準，不需另行通知。
- 11. 抵銷** - 銀行可於任何時候及無預先通知情況下，將本人 / 吾等的透支結欠及 / 或累計利息與本人 / 吾等其他戶口(不論個人或其他人聯名)進行結合或合併(包括定期存款戶口，存款的到期日可為此緣故而提前)，用以抵銷本人 / 吾等因透支及 / 或根據本章則和條款引致欠下銀行的債務；或將上述戶口中結存的任何貨幣的款項過戶，以償還本人 / 吾等因透支及 / 或根據本章則和條款引致欠下銀行的債務。
- 12. 留置權** - 對於銀行擁有管理權或控制權的所有抵押資產、契約、文件及其他財產，不論源於抵押書或存放於本人 / 吾等設立的戶口或其他原因，銀行可在不通知本人 / 吾等的情况下，出售部份或全部上述物品，以償還本人 / 吾等欠下銀行的債務。
- 13. 聯同及個別責任** - 若透支戶口由超過一名人士擁有，則吾等各人須聯同及個別承擔所有責任及債務，同時：
 - (a) 銀行可分別與吾等中任何一人協議，包括完全解除或部份解除吾等任何一人的責任，而不影響吾等其他人仕向銀行承擔的責任；
 - (b) 第(11)段所述的抵銷權適用於吾等各人之所有戶口(不論以個人名義或與其他人仕聯名開立)；及
 - (c) 吾等各人將受符合簽名授權書所發出的指示所約束。
- 14. 付款**
 - (a) 所有由銀行支付予本人 / 吾等的款項應在沒有抵銷、反索償或任何其他限制或條件下支付，並且不附有任何性質的稅項、扣除或代扣。
 - (b) 銀行就本人 / 吾等欠下銀行的透支債務所收到的任何款項，不論其甚屬情況引起的，銀行可絕對酌情決定運用到有關債務上，或將上述款項支付到或保留在一個暫記戶口中，保留期由銀行決定。如果發生任何法律程序或類似破產、結業、清盤、債務重整或債務安排的事情，銀行可批核及同意接受本人 / 吾等未清還債務的任何股息或債務重整，猶如不存在任何暫記戶口或戶口中無結存。
 - (c) 銀行於任何時間有權推翻本人 / 吾等戶口上的任何錯誤記載，而使用正確記錄(或根本上無記錄)的有效原先數字。
- 15. 更改** - 銀行在修訂收費或本章則和條款前，須提早給予本人 / 吾等最少30天的通知。通知形式可透過在銀行各分行張貼修訂細則及 / 或利用其他合理的通訊方法。如果本人 / 吾等在修訂生效日之後繼續動用透支，則任何上述修訂將對本人 / 吾等具約束力。
- 16. 債務追討費用** - 銀行可採取其認為合理的行動去強制執行本章則和條款及抵押書，該行動包括但不限於聘用律師及 / 或第三方債務收數代理公司以收取本人 / 吾等欠下銀行的任何款項。本人 / 吾等須應銀行要求，對其因上述執行行動所產生的一切合理費用和支出作出賠償。本人 / 吾等同意並授權銀行可為此緣故向上述人士披露有關資料。
- 17. 知會銀行的義務**

遇到下列事項，本人 / 吾等須即時以書面通知銀行：

 - (a) 本人 / 吾等的個人資料變更(包括本人 / 吾等的地址、受僱情況、永久居留或電話號碼)；或
 - (b) 本人 / 吾等在還款或履行其他義務上存有任何困難。
- 18. 正確資料** - 本人 / 吾等承認及同意銀行將根據所提供之資料之準確及完整性批核此申請，並保證及聲稱所有提供的資料、及不時提供的其他資料均屬真實及正確。
- 19. 客戶通訊** - 由專人派送的通訊，於派抵或擺放在本人 / 吾等通訊地址時，視作交予本人 / 吾等；經郵寄的通訊，則於投寄後48小時，視作妥善發給本人 / 吾等。
- 20. 信用諮詢** - 本人 / 吾等授權銀行聯絡所有人士，包括任何信用諮詢代理，以印證本人 / 吾等提供的資料。或不時向他們索取銀行認為需要的關於本人 / 吾等的任何其他資料，而不再尋求本人 / 吾等的認可或同意。如果本申請因信用諮詢代理提供的資料而被推翻，銀行將按本人 / 吾等的要求提供該信用諮詢代理的聯絡資料。
- 21. 不可視為棄權** - 銀行在行使各種權益或權利時，即使有所遺漏或延遲，也不視為已經放棄該項權利。即使已行使或局部行使或不妥善行使任何權利，亦不妨礙該項權利的再度行使或進一步行使、或其他權利之行使。
- 22. 銀行記錄之決定性等** - 在沒有明顯錯誤下，由銀行職員簽署的有關本人 / 吾等欠下銀行款項的銀行帳簿和記錄是最終及具決定性的，本人 / 吾等授權銀行可向任何其權利與本人 / 吾等有關的建議中的受讓人或參與者，披露任何關於本人 / 吾等的資料，或應政府、法律或法定監管機構或法定要求，向有關監察或監管機構披露任何關於本人 / 吾等的資料。
- 23. 建議或投訴** - 有關建議及投訴，可聯絡銀行的客戶服務中心或以書面聯絡開戶分行的經理。銀行將按處理投訴的程序辦理有關之投訴。
- 24. 費用和收費** - 銀行之標準服務收費表(包括與透支有關之收費)將陳列在各分行內，亦可從銀行的網頁上獲得。
- 25. 其他事項**

本章則和條款：

 - (a) 為私人所有，本人 / 吾等不得轉讓本人 / 吾等在其項下的權利或責任，但銀行可轉讓或以其他方式出售其於本章則和條款下的權利和責任；
 - (b) 應對本人 / 吾等的遺囑執行，承辦人和代理人具約束力；
 - (c) 不得用作排除或限制任何責任，而該項責任之排除或限制是香港特別行政區法律所禁止的。任何條款基於任何原因變成無效，應只限於該條款，而不應影響其餘章則和條款的有效性；及
 - (d) 其利益歸於銀行、其繼承人和受讓人之利益方面，儘管該繼承人和受讓人運作之銀行因合併或其他因素出現改組。
- 26. 失實陳述**
 - (a) 有關豐盛理財資產備用信貸安排，本人 / 吾等將須承擔有關於本申請書內作出蓄意或疏忽之失實陳述及 / 或提供欺詐性資料之民事及 / 或刑事責任；及
 - (b) 本人 / 吾等會就任何令本人 / 吾等提供之資料、原述、聲明及 / 或細則成為不正確或不真實之任何事實或情況變動通知銀行。本人 / 吾等明白對任何此等情況轉變之事實不予披露，將構成以上第26(a)段所指之蓄意或疏忽之失實陳述及 / 或提供欺詐性資料。
- 27. 資料政策** - 本人 / 吾等同意所有由本銀行(星展集團成員)不時發出予客戶的所有資料政策、通知及其他關於客戶資料的通訊均適用。客戶可向本銀行各分行索取該等資料，或瀏覽相關銀行網頁(www.dbs.com/hk)。本人 / 吾等同意就本申請所提供的資料，或得自其他來源、或得自客戶與本銀行(或與任何其他星展集團公司)的關係的資料(「資料」)均受制於該等政策 / 或其他通訊(包括不時發出之更改)。本人 / 吾等特此同意：(a) 本銀行可向其他組織、機構或人士印證、提供或收集客戶的資料；(b) 本銀行可轉移資料至香港特別行政區以外任何地區，包括新加坡；及(c) 本銀行可將任何資料與客戶的資料比較，並利用比較結果作任何用途，包括任何不利於客戶利益的用途(包括拒絕此申請)。
- 28. 法律** - 本章則和條款受香港特別行政區法律管轄，並按其法律詮釋。本人 / 吾等願受香港法院的非排他性司法管轄，但本章則和條款可在任何適當司法管轄區的法院給予強制執行。

倘此等條款英文文本與中文文本出現歧異，一概以英文文本為準。

Secured Overdraft Facility Service – Terms and Conditions

In addition to the declarations in the application, the following terms and conditions will apply if your application is successful. Please read and understand them before applying.

- 1. Interest Calculation and Payment Method** - DBS Bank (Hong Kong) Limited, hereafter, ("the Bank") will calculate interest based on the outstanding amount of the Facilities, on a 365 day/year and is accrued and charged to the Facilities Account on a daily basis. Interest charged can be settled by cash or rolled over to the outstanding balance.
- 2. Excess Overdraft Interest Rate** - A default interest rate of HKD Prime + 9% p.a. will be charged:
(a) on any amount outstanding of the Facilities which exceeds the applicable overdraft limit, from the date on which such excess was incurred up to the date of actual payment of such excess; and
(b) on the amount of the utilised Facilities, if the Facilities expire or are not renewed, from the date of such expiry or non-renewal up to the date of repayment. The Bank will inform me / us if such default rate is applied.
- 3. Security** - The Facilities will be available for drawing, subject to delivery of a duly executed security document ("the Security Document") over the Secured Assets, in a form acceptable to the Bank, as follows:
(a) For own cash deposits, securities and other securities - "Charge over cash deposits and shares and other securities (own debit)";
(b) For 3rd party cash deposits, securities and other securities - "Charge over cash deposits and shares and other securities (3rd Party)";
(c) For Mortgage - "Charge on Property (Mortgage Deed)"; or
(d) Others - such form of charge as the Bank may require.
I / We understand that if I / we do not comply with these Terms and Conditions, the Secured Assets are then at risk and the Bank may take possession and / or realise the Secured Assets.
I / We agree that if the Security Document is provided by a third party, the Bank may provide that third party with copies of a all relevant documentation evidencing the Facilities as well as formal demands and statements of account and similar information in relation to the Facilities.
- 4. Overdraft Limit** - The total Facilities outstanding must not exceed the current market value of the Secured Assets multiplied by the applicable Lending Ratio from time to time. Whenever this requirement is not satisfied, the Bank may require:
(a) the Facilities to be reduced; and / or
(b) that additional Securities or funds be immediately deposited into the Accounts and charged pursuant to the Security Document, so that such requirement is met, failing which the Bank may demand immediate repayment. The Bank's Lending Ratio will offer for various types of Secured Assets and may be varied from time to time. For details, please contact the Bank's customer service hotline or any branch.
- 5. Payment's from the Secured Assets** - I / We understand that all interest, dividends, distributions and other payments or monies whatsoever made, paid or payable in respect of any Secured Assets shall be paid to the Facilities Account (notwithstanding any contrary instruction given by me / us) and shall be applied to or towards repayment of the Facilities. If the Secured Assets are in a foreign currency, the Bank shall convert any such amounts so applied to Hong Kong dollars, using its exchange rate then in force.
- 6. Effect on Guaranteed Returns / Other Product Benefits** - Where the Secured Assets include any benefit or guaranteed return that is conditional (e.g. a condition that the Secured Assets are held until maturity), I / we understand and accept that by charging the Secured Assets. I / We will no longer have control over the Secured Assets and following a default the Bank is fully entitled to realise the Secured Assets at any time, without prior notice to me / us and so any such benefit or guaranteed return may not be realised.
- 7. Confirmation Letter** - A Confirmation Letter will be issued to successful applicants:
(a) stating the amount of the Facilities approved; and
(b) confirming the final applicable interest rate and any applicable handling charges.
- 8. Availability** - The Bank may at any time refuse further utilisation of the Facilities without giving any reason, even if the maximum amount of the Facilities has not been utilised.
- 9. Periodic Review** - In addition to the Bank's customary overriding right of repayment on demand, the Bank may carry out periodic reviews of the Facilities. The Bank has no obligation in respect of such review but will notify me / us if the Bank decides to discontinue the Facilities. If renewed, the Facilities will remain subject to the provisions of these Terms and Conditions.
- 10. Replacement of Prime Based Interest Rate** - If the prevailing Hong Kong Inter-bank Offer Rate ("HIBOR") is higher than the Prime rate, at the Bank's discretion and without notice, the Bank may adopt the prevailing HIBOR rate in place of the Prime rate, as the basis of interest rate determination.
- 11. Set-off** - The Bank may, at any time and without prior notice, combine or consolidate the outstanding amount of the Loan and / or accrued interest with any other accounts which I / we maintain (singly or jointly with others) with the Bank (including fixed deposit accounts, the maturity of which may for this purpose be accelerated by the Bank) and set off or transfer any money in any currency standing to the credit of any such other accounts in or towards satisfaction of my / our indebtedness to the Bank in respect of the Facilities and/or under these Terms & Conditions.
- 12. Lien** - The Bank shall have a first and paramount lien over all my / our securities, deeds, documents and other properties in the Bank's possession or control whether under the Security Document, for my / our account or otherwise and may sell some or all of the same to satisfy any of my / our indebtedness to the Bank without notice to me / us.
- 13. Joint and Several Liability** - If there is more than one of us obtaining the Facilities from the Bank, the liability obligations of each of us shall be joint and several and:
(a) the Bank may deal separately with either / any of us on any matter, including the full or partial discharge of liability of either / any of us, without affecting the liability of any other of us;
(b) the rights of set-off under paragraph 11 shall apply to all accounts of each of us (whether in single name or in joint names with any other person); and
(c) each of us will be bound by instructions given in accordance with the signature authority.
- 14. Payments**
(a) All sums payable to me / us by the Bank shall be paid without set-off, counterclaim or any other restriction or condition and free and clear of any tax or other deduction or withholdings of any nature.
(b) Any moneys received by the Bank in respect of any of my/our liabilities to the Bank, howsoever arising may be applied to such liabilities as the Bank may in its absolute discretion determine, or be paid into and held in a suspense account for so long as the Bank thinks fit. In the event of any proceedings in or analogous to bankruptcy, winding-up liquidation composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of my / our outstanding liabilities as if there had been no suspense account or no credit therein.
(c) The Bank shall have the right at all times to reverse, any erroneous entries to any of my / our accounts with effective back-value to when the correct entry (or no entry) should have been made.
- 15. Changes** - The Bank will give me / us at least 30 days' notice before varying the fees and charges or these Terms & Conditions by displaying variations at the Bank's branches and / or by other reasonable communication methods. Any such variation will be binding on me / us if I / we continue to utilize the Facilities after the effective date of variation.
- 16. Collection Costs** - The Bank may take such action as it reasonably thinks fits to enforce these Terms & Conditions and the Security Document including without limitation, employing lawyers and / or third party debt collection agents to collect any sums I / we owe the Bank. I / We shall indemnify the Bank on demand for all reasonable costs and expenses reasonably incurred in respect of any such enforcement actions. I / We also agree and authorize the Bank to disclose relevant information to such persons for these purposes.
- 17. Obligation to keep Bank Informed** - I / We will promptly inform the Bank in writing:
(a) if my / our personal details change (including my / our address, employment, permanent residence or telephone number); or
(b) of any difficulty in meeting my / our payment or other obligations
- 18. Correctness of Information** - I / We acknowledge and agree that the Bank will rely on the correctness and completeness of information provided, in assessing this application and warrant and represent to the Bank that all such information, and any other information from time to time provided is and shall be true and correct.
- 19. Communication to Customers** - Communications delivered personally or sent by post will be deemed to have been delivered to me / us (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.
- 20. Credit References** - I / We authorize the Bank to contact all relevant parties including any credit reference agency for verification of information provided and /or to obtain any other information about me / us from time to time as it deems reasonably necessary, without further reference to or consent from me / us. If this application is declined due to information received from a credit reference agency, the contact details of such credit reference agency will be provided upon request.
- 21. No Waiver** - No act, omission, failure to act 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 other right prevent any other or further exercise of it or the exercise of any other right.
- 22. Bank's Records Conclusive, Etc.** - The books and records of the Bank signed by any officer of the Bank shall (in the absence of manifest error) be final and conclusive concerning the amount due from me / us to the Bank. The Bank is authorised to disclose any information regarding me / us to any proposed transferee of, or participant in, any of its rights in relation to me / us or, if disclosure is required by any applicable governmental, legal or regulatory body.
- 23. Suggestions and Complaints** - These should be communicated to the Customer Center of the Bank or in writing to the Manager of the account-holding branch. Complaints will be dealt with under the Bank's complaint handling procedures.
- 24. Fees and Charges** - The standard fees and charges schedule of the Bank (including those applicable to the Facilities) is available at branches and from the Bank's website.
- 25. Miscellaneous** - These Terms & Conditions:
(a) are personal to me / us and my / our rights or obligations may not be assigned by me / us, but the Bank may assign or otherwise dispose of all or any of its rights and obligations hereunder;
(b) shall be binding upon my / our executors, administrators and personal representatives;
(c) 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 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 & Conditions; and
(d) shall operate for the benefit of the Bank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank of any such successor or assign.
- 26. Misrepresentation**
(a) In respect of Treasures Secured Line of Credit, I / we may incur civil and / or criminal liability by making intentional or negligent misrepresentation(s) and / or providing fraudulent information in this Application Form; and
(b) I / We shall keep the Bank informed of any change of facts or circumstances which may render any information, statements, representations and / or particulars given by me / us hereunder, incorrect or untrue from time to time and I / we understand that my / our non-disclosure of any facts on the change of circumstances hereunder may amount to making intentional or negligent misrepresentation(s) and / or providing fraudulent information as mentioned in paragraph 26(a) above.
- 27. Data Policy** - I / We agree that the applicable data policies, notices and other communications to customers concerning their data from time to time issued by the Bank (a member of the DBS Group) shall apply. A copy is available on request at any Bank branch or from its website (www.dbs.com/hk). I / We agree that all information in this application, or that is obtained from any other sources or that arises from my / our relationship with the Bank, of any other DBS Group Company ("data") will be subject to such policies / or other communications (as may be varied from time to time).
I / We agree in particular that (a) the Bank may verify, provide and collect information about me / us from other organisations, institutions or other persons; (b) the Bank may transfer the data outside the Hong Kong SAR including to Singapore; and (c) the Bank may compare any data obtained with my / our data, and use the results for taking of any actions including actions that ma' / be adverse to my / our interest (including declining this application).
- 28. Law** - These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. I / We submit to the non-exclusive jurisdiction of the Hong Kong Courts but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

The English version of these Terms and Conditions shall prevail whenever there is a discrepancy between the English and Chinese version.