

Enterprise Easy Fund Series – Terms and Conditions

1. The Bank of East Asia, Limited ("BEA", "we" or "us") has the absolute right to approve or decline the "Enterprise Easy Fund" Loan Series (the "Loan") application.
2. Interest rates on the Loan shall vary from time to time at our discretion and, notwithstanding any other terms and conditions, you agree to pay to us forthwith on demand all outstanding principal, interest, other charges, and/or expenses in connection with the Loan. You agree to maintain adequate funds in the Designated Account pursuant to the requirement of the Loan to meet each monthly repayment as it falls due. We may, at our discretion, terminate the Loan, and the whole of the outstanding balance together with accrued interest, other charges and expenses shall immediately be due and payable in such circumstances as we may consider appropriate, including but not limited to the following:
 - 2.1. your failure to make monthly repayment on any payment due date; or
 - 2.2. your failure to abide by any of these Terms and Conditions.
3. The amount of the last monthly repayment may not be equal to the amount of each of the previous monthly repayments and such amount of the last monthly repayment shall be the outstanding amount of the Loan.
4. Your application for the Loan, either in writing, by telephone, via the Internet, or any other application channels as we may determine from time to time, will be deemed to represent your acceptance of the Terms and Conditions. We may (but shall not be obliged to) record all communications between you and us, including but not limited to all telephone conversations and instructions given by you to us, in writing and/ or by tape recording and/or any other methods as we may determine from time to time. You hereby acknowledge and agree to our practice of recording relevant conversations. Our record of such communications and instructions given by you to us may be retained by us for such period as we deem appropriate. Our record shall be conclusive and binding on you.
5. We reserve the right to review, modify, reduce, and/or cancel the Loan and demand immediate repayment of the outstanding balance and interest at any time. In any event, the Loan will be subject to our terms and conditions as prescribed by us from time to time at our discretion.
6. We may take such action as we may at our discretion deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us. You agree to reimburse us for all costs and expenses reasonably incurred by us on a full indemnity basis with respect to any such enforcement action including all legal charges, expenses, and charges/fees to employ third party agencies. You also agree and authorise us to disclose all information relating to you and the Loan to third party agencies for the purpose of debt collection and other reasonable actions.
7. The Terms and Conditions applicable to the Loan may vary from time to time whereupon we will notify you of any such variation in accordance with the relevant code of practice.
8. Without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal, interest, other charges and expenses and other obligations and liabilities to us shall immediately be due and payable without further notice under the conditions below. We may, without notice to you, combine or consolidate the amount of the outstanding balance and/or interest accrued and other charges and expenses thereon with any other accounts that you maintain with us, (including but not limited to fixed deposit accounts, the maturity of which may for this purpose be accelerated by us) and set off or transfer any money standing to the credit of your other accounts in or towards satisfaction of your liability to us under the Loan:
 - 8.1. violation of any of these Terms and Conditions;
 - 8.2. any attachment, execution, or similar process is levied against you;
 - 8.3. if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
 - 8.4. if you are petitioned bankruptcy / winding up

- 8.5. the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of your property;
- 8.6. your death or mental disability; or
- 8.7. if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
9. You must notify us immediately in writing of any change to your personal information/ company information including but not limited to address, phone number(s), occupation, shareholding and company organization structure.
10. No person other than You or Us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
11. These Terms and Conditions shall be governed by and construed in accordance with the law of Hong Kong. You 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.
12. We reserve the right to approve or decline any loan application and is not obligated to provide reasons for declined applications. We may determine the final approved loan amount for another repayment period at a different interest rate at its sole discretion.
13. We reserve the right to vary or cancel this offer and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.
14. Should there be any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

貸融易系列- 條款及細則

1. 東亞銀行有限公司（「本行」）擁有絕對權利批核或拒絕「貸融易」貸款系列（「貸款」）申請。
2. 本行有權酌情不時修訂貸款利率，並有權隨時向你要求償還全部尚欠之結餘、利息及貸款計劃中所涉及之一切費用及/ 或支出。你用以每月供款之指定賬戶，必須於供款期到期前存有足夠之款項以供還款扣數之用。本行在認為恰當的情況下，有權終止此貸款，並要求你立即清還全部所欠之款項、利息、其他收費及支出，該等情況包括但不限於下列各點：
 - 2.1. 你未能依期繳交任何一期還款；或
 - 2.2. 你違反任何條款及細則。
3. 最後一期之每月還款額可能與先前之每月還款額不同，而該最後一期之每月還款額將為所有貸款尚欠之款項。
4. 不論你是透過書面形式或電話或互聯網或本行不時決定的任何其他申請途徑申請貸款均被視為已接受條款及細則。本行可以（但並無責任）記錄本行與你之間以書面及/ 或錄音及/ 或本行不時決定的任何其他方法的全部通訊，當中包括但不限於電話通話及你向本行發出的指示。你茲確認並同意本行作出上述記錄。本行對上述通訊及你向本行發出的指示所作的記錄可由本行在其認可適當的期間予以保留。本行的記錄為具決定性的記錄，並對你具有約束力。
5. 本行保留覆核、修改、減少及/ 或取消此貸款和要求你立即償還全部未償還金額及其利息的權利。此貸款服務受本行不時檢討的條款及細則約束。
6. 本行有權採取任何本行認為適當之行動以執行任何條款及細則，包括但不限於僱用第三方代理人追討你所欠之任何債務，而由此行動所引致的一切合理費用，包括按照完全彌償基準計算的法律訴訟及僱用上述第三方代理人的一切費用在內，你需要全數彌償予本行。你並同意及授權本行向第三方代理人披露有關你及貸款之一切資料，以作為追討債務或其他合理用途。
7. 本行可隨時修改貸款的條款及細則，並根據有關營運守則對你發出有關通知。
8. 在下列任何一種情況而不損害本行在本文或法律上之權利及補救方法下，所有欠款包括本金、利息、其他收費及支出及其他你欠下本行之責任及債務將即時到期及必須即時支付，而本行無須事前發出通知。本行並可無須通知你而將任何尚欠之信貸結餘、利息、其他收費及支出與你在本行開設之任何賬戶（不論以你名義或你與任何其他人士聯名開戶）合併（包括但不限於定期存款，本行可因此而提前該存款之到期日）及將你其他賬戶內所存之任何款項用抵銷或轉賬方式，以償還你在貸款所欠之債務：
 - 8.1. 違反任何條款及細則；
 - 8.2. 任何人士對你進行任何查封、扣押或類似程序；
 - 8.3. 你現時或在可見之未來不能償還任何所欠之債務；
 - 8.4. 如你被呈請清盤；

- 8.5. 任何人士申請指派接管人控制你之財產，或任何有關該等財產之拘押令；
- 8.6. 你之死亡或精神上無行為能力；或
- 8.7. 本行認為你違反或不能償還你所欠本行之責任及債務。
9. 如你之個人資料或公司資料（包括但不限於地址、電話號碼、職業、股權及公司架構）有任何更改，你必須立即以書面通知本行。
10. 除你及本行以外，並無其他人士有權按《合約（第三者權益）條例》香港法例第 623 章）強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。
11. 本條款及細則受香港法律管轄並按其解釋。你需接受香港法院的非專有司法管轄權管轄，而本條款及細則亦可在任何具司法管轄權之法院執行。
12. 本行保留權利批核或拒絕任何貸款申請而不須提供原因。本行可決定客戶最終獲批核之貸款額、還款期及息率，並有絕對的自主權。
13. 本行保留隨時更改或取消此優惠及/ 或修改或修訂此等條款及細則之權利，而無須事前通知。如有任何爭議，本行所作的決定為最終及不可推翻。
14. 此等條款及細則的中英文版本如有歧異，以英文版本為準。