

Terms and Conditions of Term Loan Application

1. Applications received by BEA after 4:00 p.m. from Monday to Friday will be processed on the next working day.
2. The loan transaction is subject to the availability of funds and the final approval of BEA.
3. BEA reserves the right to demand repayment of the loan at any time and to impose a penalty in case of overdue payment in accordance with our agreement and/or its scale of charges as prescribed from time to time.
4. I/We agree that BEA shall have the right at its absolute discretion to impose a penalty due to my/our prepayment of loan amount before maturity.
5. I/We acknowledge that BEA shall have the right at its absolute discretion to allocate a higher proportion of any one or more of my/our repayments to interest rather than to the principal then due in respect of the loan and to debit my/our current/savings account with the amount of cash repayment commencing 1 month after the loan has been made to me/us.
6. Interest on the loan shall be varied at BEA'S discretion and, notwithstanding any other terms and conditions, I/we agree to pay to BEA forthwith on demand at any time all outstanding principal, interest and other charges under the loan. Without limiting the generality of the foregoing, in the event of my/our failure to make any one repayment on the due date, the loan and accrued interest shall become immediately due and payable. A statement or demand form issued by BEA shall be conclusive evidence of the amount due and owing to BEA.
7. BEA may at any time, without notice to me/us, combine or consolidate the amount of the loan and/or interest accrued thereon with any other accounts which I/we maintain with BEA (including but not limited to fixed deposit accounts, the maturity of which may for this purpose be accelerated by BEA) and set off or transfer any money standing to the credit of my/our other accounts in or towards satisfaction of my/our liability to BEA under the loan.
8. BEA may take such action as BEA in its absolute discretion thinks fit to enforce these terms and conditions and I/we shall be liable to indemnify BEA in full for all costs and expenses incurred by BEA in respect of any such enforcement action including but not limited to all legal costs and charges on a full indemnity basis.
9. I/We agree to be bound by the terms and conditions of the security documents, if any, executed by me/us from time to time in favour of BEA.
10. I/We agree that BEA shall have the right to amend or vary the terms and conditions of the loan from time to time.
11. In any event, the loan will be subject to BEA's terms and conditions as prescribed from time to time by BEA.
(In the event of any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.)

有期貸款申請之條款及細則

1. 星期一至星期五下午 4 時後收到之申請，東亞銀行將於次工作天處理。
2. 貸款交易以可用資金及東亞銀行最後批核為準。
3. 東亞銀行有權要求本人（等）即時償還貸款及在逾期還款情況下，根據雙方之協議及/或東亞銀行當時的收費準則，繳交逾期附加費用。
4. 本人（等）同意東亞銀行有絕對酌情權力，在本人（等）提前償還貸款時，徵收費用。
5. 本人（等）明白東亞銀行有絕對酌情權力將每期還款額自行分配較高比率償還利息，及在貸款給本人（等）1 個月後開始，從本人（等）之往來/儲蓄賬戶中扣除每期應償還之款項。
6. 儘管有其他條款及章則規定，東亞銀行有權酌情決定貸款利息。另本人（等）同意按東亞銀行隨時發出的指示，立即償還貸款本金，利息及有關費用。除上述一般性限制，本人（等）若在任何一分期還款到期日未能如期償還欠款，全數貸款本金及利息將被視為即時到期。由東亞銀行發出之單據或通知書將成為證明本人（等）欠付東亞銀行款項之有效憑據。
7. 東亞銀行可毋須通知本人（等）而隨時將貸款本金及利息與本人（等）在東亞銀行開設之任何帳戶合併（包括但不只限於定期存款，東亞銀行可因此而將存款之到期日提前），以抵消本人（等）未償還的貸款的貸款本金及利息，或將本人（等）在其他帳戶內所存之任何款項用抵消或轉帳方式，以償還本人（等）在上述貸款所欠之債務。
8. 東亞銀行有絕對酌情權採取認為適當之行動以執行上述之條款及規章。本人（等）有責任全數償還東亞銀行在執行行動中所引致的所有費用，包括但不只限於法律用。
9. 本人（等）同意接受當時已簽署予東亞銀行之抵押文件之約束。
10. 本人（等）同意東亞銀行，有權不時修正或改變當時之貸款條款。
11. 在任何情況下，貸款得受制於東亞銀行當時之條款。

（本條款之中文譯本如與英文本有異，概以英文本為準。）