

Terms and Conditions

1. The Bank of East Asia, Limited ("BEA") will credit 95% of the total approved credit limit to customer's designated HKD current/savings account upon approval of the revolving loan.
2. The fixed monthly handling fee for the first 6 months and all fixed monthly handling fee rebates are not applicable to customers who have had any revolving loan with BEA in the 6 months prior to the application submission date. The interest rate (p.a.) for such customers from the first month onwards will be the standard interest rate assigned according to the approved credit limit. For details, please refer to the interest rate table.
3. The fixed monthly handling fee rebate will be calculated based on the fixed monthly handling fee debited from the revolving loan account during the first 2 months or 4 months. The rebate will be credited to the customer's revolving loan account before the 7th statement date and will be shown on the 7th statement.
4. In the event that the revolving loan account is cancelled prior to the date that the rebates are given, the customer's entitlement to the rebates will be forfeited.
5. The above information is for reference only. BEA reserves 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.

Issued by The Bank of East Asia, Limited 東亞銀行有限公司

Revolving Loan Terms and Conditions

1. Availability

Upon approval of the revolving loan (the "Revolving Loan") by The Bank of East Asia, Limited ("We" or "us"), the Revolving Loan will be effective and available to the customer ("you") whereupon a loan account (the "Account") will be opened by us in your name and operated in accordance with these Terms and Conditions by which you shall be bound.

2. Use of Revolving Loan Card and PIN

- 2.1 You can use the Revolving Loan Card, subject to the credit limit set by us, to obtain cash or transfer funds at any Automatic Teller Machine ("ATM") displaying the JETCO symbol using the associated Personal Identification Number ("PIN") or at any of our branch by presenting your Revolving Loan Card together with satisfactory proof of identity and signing the necessary transaction record as required by us.
- 2.2 Cash withdrawals and transfer via ATM and Cyberbanking are subject to a combined limit of HK\$30,000 or its equivalent per card per calendar day.
- 2.3 Upon receipt of the Revolving Loan Card, you must sign the Revolving Loan Card immediately. When making cash withdrawals at our branch, you shall sign all transaction slips with the signature appearing on the Revolving Loan Card and failure to do so will not relieve you from liability for the use of the Revolving Loan Card. You must submit a prior written application to us if you want to change to a new signature.
- 2.4 We will issue a PIN to you for the purpose of obtaining cash and transferring funds through the designated ATM networks, and/or used for the first time login to Cyberbanking by using the Account. If you have changed the PIN at ATM, you have to use the changed PIN for first time login to Cyberbanking. The use of the ATM facilities or Cyberbanking is subject to our terms and conditions governing the use of ATM Cards or Cyberbanking, a copy of which is available upon request. At no time and under no circumstances shall the PIN be disclosed to any other person. You shall immediately inform us if your PIN is made or suspected to have been made known to any other person and you agree to accept full and sole responsibility for all consequences, loss or liability incurred as a result of your PIN being known to another person for whatever reason and shall indemnify us for any loss or damage incurred by reason thereof.
- 2.5 The Revolving Loan Card is not transferable and should be used only by you. The Revolving Loan Card should not be pledged or charged by you as security for any purpose whatsoever. You should not permit any other person to use your Revolving Loan Card and shall at all times safeguard the Revolving Loan Card and keep the same under your personal control.
- 2.6 The termination of any Revolving Loan Card is effective upon the issuance of a revolving loan cancellation confirmation letter by us.

3. Credit Limit

- 3.1 You shall strictly observe and follow the credit limit of the Revolving Loan imposed by us and agree and undertake not to operate the Account in excess of the credit limit.
- 3.2 In the event that the credit limit is exceeded, we have the right to charge an over credit limit fee as determined by it from time to time at our discretion to the Account. You shall repay such amount overdrawn together with interest and the related charge to us immediately, whether a demand is made or not.
- 3.3 We may from time to time review, increase, reduce, modify, suspend, cancel or terminate the credit limit at our discretion without prior notice to you.

4. Interest

- 4.1 You agree to pay interest on the Revolving Loan monthly in arrears at the rate set out in the Revolving Loan confirmation letter or any other rate determined by us from time to time at our discretion.
- 4.2 The interest charged by us will be calculated daily, on the basis of a 365-day year (for both ordinary and leap years), on your outstanding debit balance for the Revolving Loan. The accrued daily interest will be debited from the Account each month.
- 4.3 No interest will accrue on any credit balance on the Account.

5. Fees and Charges

- 5.1 The fees and charges for the Revolving Loan are set out in the Schedule of Fees & Charges on BEA Revolving Loan Services (the "Schedule") and charged to the Account or any other account that you maintain with us (if applicable). The Schedule will be mailed together with the Revolving Loan Card to you after the Account has been successfully opened. You may call the Consumer Finance Services Hotline (852) 2211 1211 or visit www.hkbea.com to obtain a copy of the Schedule. The fees and charges shall be determined by us from time to time at our discretion and you will be notified by us accordingly. These include but are not limited to:
 - 5.1.1 A non-refundable annual fee of 1% on the approved credit limit (with a maximum of HK\$1,000) on the date of Account opening of the Revolving Loan and once every 12 months thereafter. If an increase to the credit limit is approved during the year, an additional annual fee will be applied on the amount of increase which will be calculated on a pro-rata basis and payable upon the approval. Upon initial setup, or subsequent limit increase, we are authorised to hold or deduct the annual fee (if applicable) and other related charges from the proceeds of the Revolving Loan and pay only the balance thereof to you;
 - 5.1.2 A withdrawal fee of 2% on the withdrawal amount (with a minimum of HK\$50) for each cash withdrawal or transfer of funds;
 - 5.1.3 A late charge of 8% of the minimum payment due (with a minimum of HK\$100 and a maximum of HK\$200) if the applicable minimum payment due as set out in the Revolving Loan Statement (the "Statement") has not been made on the payment due date;
 - 5.1.4 An over credit limit fee of HK\$180 (per statement cycle) if the Account's current balance exceeds the credit limit; and
 - 5.1.5 We will charge a fee of HK\$200 per set for the re-issuance of the Revolving Loan confirmation letter and the issuance of letter to confirm the Revolving Loan information.

6. Exchange Rate

Cash withdrawals, fund transfers, and any other transactions involving use of the Revolving Loan effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before being debited to the Account. Where a conversion of one currency into another currency is required under these Terms and Conditions, such conversion shall be calculated at such exchange rate specified by the relevant institution and/or us at our discretion which shall be conclusive and binding on you.

7. Statement

- 7.1 A Statement will normally be issued monthly and you can check the Statement via Cyberbanking or the relevant customer services hotline.
- 7.2 We shall not be obliged to issue a Statement in situations including but not limited to those in which there has been no transaction since the last Statement date. You can check the balance of the Account via Cyberbanking, ATM or the relevant customer services hotline.
- 7.3 If you have been informed and accepted that we are not required to provide paper Statements, a paper Statement will only be provided upon request and a service charge for each additional Statement copy will be levied to you as specified in the Schedule.
- 7.4 If you choose to receive paper statements by mail, the Paper Statement Fee as specified in the Schedule will be charged to you by BEA without prior notice:
 - (a) At the time of account opening (if you opt to receive paper statements);
 - (b) In the account opening month of each subsequent year (if the paper statement service remains selected), e.g. if the Account is opened in January, the Paper Statement Fee will be charged on the first working day of February of each subsequent year;
 - (c) Every time you switch from the e-statement service to the paper statement service, the fee will be charged in full. The fee can be charged more than once within a year if you switch between the services multiple times. The fee in subsequent years will still be levied annually in the Account opening month.
 This fee is non-refundable, irrespective of the Account usage or the number of paper statements issued in a year.
- 7.5 Any Statement shall be accepted by you as correct except to the extent that you notify us in writing of any alleged error or omission within 90 days from the day of such Statement. Our record shall be conclusive and final unless and until the contrary is established.

8. Cyberbanking

- 8.1 The Account will be automatically registered as a related account under the Cyberbanking account of your banking account(s) (excluding joint accounts) (if applicable).
- 8.2 You will be able to log in to Cyberbanking using your Account, with access to the Account and all principal credit card accounts (excluding BEA Corporate Card) under your name to enjoy consolidated service.
- 8.3 The use of Cyberbanking facilities is subject to the terms and conditions of Cyberbanking.

9. Loan Account Credit Balance

- 9.1 We reserve the right, and without prior notice to you, to debit from the Account the whole credit balance or any part thereof held in the Account according to our records.
- 9.2 We have the absolute discretion to determine whether the amount so debited from the Account ("the Amount") will be (i) transferred to any of your deposit accounts maintained with us or (ii) paid by cashier's order drawn in favor of you.
- 9.3 You hereby authorise us to (i) transfer the Amount to any of your deposit accounts maintained with us; or (ii) pay the Amount by cashier's order(s) drawn in favor of you.
- 9.4 You agree to bear all fees and charges arising out of or in relation to the aforesaid arrangement.

10. Repayment

- 10.1 All payment made by you will be settled in following order: I) interest, fees and other related charges; II) outstanding principal balance; III) current balances.
- 10.2 You can choose to pay each month a minimum payment due equivalent to 3% of the Statement debit balance (with a minimum of HK\$100) plus any amount exceeding the credit limit (if any) and the outstanding amount of the minimum payment due for all preceding months (if any) no later than the payment due date stated on the Statement.
- 10.3 Should the payment due date fall on a Saturday, Sunday or public holiday, it will be rescheduled on the working day prior to the original payment due date.
- 10.4 Cheques deposited or repayments made through ATM for the credit of the Account will be received by us on a collection basis only and uncleared funds will not be taken into account in determining the balance available under the credit limit.

- 10.5 If you fail to make the minimum payment due on any payment due date, we reserve the right to terminate the Revolving Loan and the whole of the outstanding balance together with accrued interest and any other fees and charges shall immediately due and payable.
- 11. Exclusion of Liability and Indemnity**
- 11.1 We shall not be liable for any loss, liability, damage or cost which may be sustained or incurred by you as a result of a transaction carried out by us in accordance with the instructions of you or otherwise in connection with the Account or the Revolving Loan, unless due to the negligence or willful default of us, our officers or employees and only to the extent of any direct and foreseeable loss and damage established to have been suffered by you.
- 11.2 You shall indemnify us, our officers and employees against all claims, losses, liabilities, damages and costs which they may sustain or incur as a result of a transaction carried out by us on behalf of you unless due to the negligence or willful default of us, our officers or employees.
- 12. Account Review**
- 12.1 In any event, the Revolving Loan will be subject to a periodic review, which we may conduct annually or from time to time as we deem fit, and the terms and conditions as prescribed by us from time to time at our discretion.
- 12.2 We reserve the right not to renew or extend the Revolving Loan without giving any reason. If the renewal or extension of the Revolving Loan is not granted by us, you agree to repay the whole of the outstanding balance together with accrued interest and any other fees and charges to us immediately.
- 13. Cancellation and Termination of Account**
- 13.1 You may at any time cancel or terminate the Revolving Loan by giving written notice and returning the Revolving Loan Card to any of our branch in person. The cancellation or termination will be effective upon we receive such notice and the Revolving Loan Card. The whole of the outstanding balance of the Account together with accrued interest and any other fees and charges will become immediately due and payable in full to us on such cancellation or termination.
- 13.2 In normal circumstances we will give reasonable notice to you before cancelling or terminating the Revolving Loan. Notwithstanding the foregoing, we reserve the right to cancel or terminate the Revolving Loan at any time in our discretion without prior notice and without cause.
- 14. Overriding Right of Repayment**
- 14.1 You agree to pay to us forthwith on demand all outstanding principal, interest, and other fees and charges in connection with the Revolving Loan.
- 14.2 You understand that, without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal and interest and fees and charges 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 any interest accrued thereon with any other accounts that you maintain with us, whether held solely or jointly with any other party or parties (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 Revolving Loan:
- 14.2.1 violation of any of these Terms and Conditions, including, without limitation, default in payment;
- 14.2.2 if any attachment, execution or similar process is levied against you;
- 14.2.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
- 14.2.4 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;
- 14.2.5 your death or mental disability;
- 14.2.6 presentation of bankruptcy petition against you or making individual voluntary arrangement by you; or
- 14.2.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
- 14.3 You or your estate (if applicable) shall be responsible for settling all such outstanding balance immediately and shall indemnify us for all reasonable fees and costs incurred including but not limited to the legal fees and collection agency handling fees. We also reserve our right to impose fees and charges according to the Schedule pending repayment in full by you or your estate (if applicable).
- 14.4 Without prejudice to the foregoing, we shall be entitled to exercise a lien over your asset and/or property of whatever type held by us or in our possession or control, for custody or whatever reason, and we shall be further entitled to sell or otherwise dispose of such asset and/or property to the satisfaction of all such outstanding balance indebted by you to us.
- 15. Debt Recovery**
- 15.1 We may at our discretion take such action as we deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us.
- 15.2 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 but without limited to all legal charges, expenses, and charges/fees to employ third party agencies.
- 15.3 You also agree and authorise us to disclose all information relating to you and the Revolving Loan to the third party agencies for the purpose of debt collection and other reasonable actions in relation thereto.
- 16. Loss or Theft of Revolving Loan Card**
- 16.1 You must call the Consumer Finance Services Hotline (852) 2211 1211 to report any loss or theft of the Revolving Loan Card or any loss, theft or disclosure of the PIN to a third party immediately upon discovery of such loss, theft or disclosure.
- 16.2 You shall be fully liable and responsible for all transactions effected by the use of the Revolving Loan Card whether or not authorised by you in the event of such loss, theft or disclosure until notification of such loss, theft or disclosure has been received by us.
- 17. Change of Information**
- You agree and undertake to notify us immediately in writing of any changes to your personal information including but not limited to address, phone number, and occupation.
- 18. Miscellaneous**
- 18.1 Your application for the Revolving Loan, either in writing, by telephone, or via the Internet, 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.
- 18.2 Any Statement, notice or other communication given by us to you hereunder shall be deemed to have been received by you two days after posting to your correspondence address last notified in writing to us. All notices or other communications sent by you to us shall be deemed to have been delivered to us on the day of actual receipt.
- 18.3 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Clause heading shall be ignored in the interpretation of these Terms and Conditions.
- 18.4 We shall be entitled to act in accordance with our regular business practice and procedure and will only accept your instructions in so far as it is (in our opinion) practicable and reasonable to do so. For the avoidance of doubt, we are authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement, and similar facilities for banks.
- 18.5 We reserve the right to prescribe fees and charges in relation to the Revolving Loan and to vary, amend, add or delete any of these Terms and Conditions and the Schedule applicable to the Revolving Loan from time to time and any such variation, amendment, addition or deletion shall be conclusively and absolutely binding on you as from the effective date if the notice of the revised Terms and Conditions or Schedule is given by us by appropriate means in accordance with the applicable code of practice. You shall be deemed to have accepted such revised Terms and Conditions or Schedule if you continue to use the Revolving Loan or any part thereof, or if any part of the Revolving Loan remains outstanding, after the date on which such revised Terms and Conditions or Schedule becomes effective.
- 18.6 No forbearance, delay or indulgence by us in enforcing any of provision of these Terms and Conditions prejudice or restrict our rights nor shall any waiver or partial waiver of any provision hereof or waiver of a breach of any term constitute a waiver in any other provision or of any future breach or breach of any other provision or operate as a continuing waiver.
- 18.7 If any provision of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from these Terms and Conditions and shall be deemed to be deleted from these Terms and Conditions without affecting the other provisions herein.
- 18.8 The Bank's sales staff (including direct sales staff and authorised agents) are remunerated not only based on their financial performance, but also according to a range of other factors, including their adherence to best practices and their dedication to serving customers' interests.
- 18.9 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.
- 18.10 These Terms and Conditions shall be governed by and construed in accordance with the laws 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.