

## **TERMS AND CONDITIONS OF CCB (ASIA) PERSONAL INSTALLMENT LOAN** **(Effective tentatively in the fourth quarter of 2018)**

China Construction Bank (Asia) Corporation Limited (the “**Bank**”) will provide borrower (the “**Borrower**”) an approved Personal Installment Loan or redrawn Personal Installment Loan, as appropriate (the “**Loan**”) on the following terms:

### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

Application from the Borrower for a Loan (“**Loan Application**”) with the Bank is deemed to be acceptance of the Terms and Conditions stated hereto.

### **2. APPROVAL IS CONDITIONAL**

The final approval is subject to the Bank being satisfied with an updated status checking, including other financial facilities of the Borrower with the Bank (if any) remaining in good standing at all times. The Bank shall have all rights in approving or rejecting any Loan Application, deciding any approved loan amount, monthly repayment amount, and the deadline for submitting any Loan Application without having to provide a reason for any decision. Rejections will normally be notified by letter. The Loan Application is non-transferable.

### **3. NO CHANGE AFTER APPLICATION**

A Borrower may not change or withdraw any Loan Application once it is received for processing.

### **4. APPLICATION OUTCOME NOTIFICATION**

Approval of any Loan Application and Loan amount are at discretion of the Bank. The Bank will normally notify the Borrower either by phone or in writing of the outcome of the Loan Application through the contact number and correspondence address as provided by the Borrower during the Loan Application. The Bank is not required to provide the Borrower any reasons or explanation for any rejection or other decision made.

### **5. REDRAW LOAN AND INTEREST RATE**

The Bank may, in its sole and absolute discretion, approve the Borrower to redraw the Loan. The interest rate of a redrawn Loan depends on the total loan amount, which is the sum of the outstanding principal and the approved redrawn loan. Upon the Bank’s approval, the Bank will notify the Borrower with a new Loan Confirmation Letter by post. The new Loan Confirmation Letter will set out the new tenor, new interest rate and new repayment amount for the total loan amount.

Interest on the Loan shall be subject to variation from time to time at the Bank’s sole and absolute discretion.

### **6. HANDLING FEES**

If the Loan Application is successful, the Bank will charge the Borrower a handling fee as stipulated in Loan Confirmation Letter (“**Loan Confirmation Letter**”) and the Schedule of Service Fees of the Bank from time to time (available on request and on the Bank’s website [www.asia.ccb.com](http://www.asia.ccb.com)). Handling fee will be lent on top of the approved Loan Amount (“**Loan Amount**”) and aggregate as **Total Loan Amount**.

### **7. LOAN DISBURSEMENT**

The Bank shall disburse the Loan Amount by crediting the designated bank account (as stipulated by the Borrower during the Loan Application) or by posting the disbursement cashier’s order to the Borrower. No loan disbursement will be effected with the Bank on a Saturday or a general holiday (as defined in the General Holidays Ordinance Chapter 149 of the Laws of Hong Kong) (“**General Holiday**”).

Unless otherwise determined by the Bank, the Loan Confirmation Letter setting out the terms of the Loan will be sent to the Borrower upon loan disbursement. The approved Loan shall be subject to Terms and Conditions of CCB (Asia) Personal Installment Loan, Schedule of Service Fees, terms and conditions of Loan Confirmation Letter and terms and conditions as prescribed by the Bank from time to time. Upon issuance of the Loan Confirmation Letter, the Borrower agrees to comply with and to repay the Loan in accordance with terms and conditions as stated in the Loan Confirmation Letter.

## 8. MONTHLY REPAYMENT

Interest shall be charged on the Total Loan Amount at the applicable interest rate(s) (which are stated in the Loan Confirmation Letter) starting on the date the Bank disburses the Loan Amount to the Borrower. The Borrower agrees to repay the Total Loan Amount plus applicable interest in installments according to the repayment details as set out in the Loan Confirmation Letter, irrespective of whether or not the Borrower has collected or deposited the disbursement cashier's order or otherwise utilized the Loan Amount credited to the bank account designated by the Borrower. The Loan Confirmation Letter will set out clearly the **Monthly Repayment Amount** and the **Repayment Date** of each installment.

The Bank is hereby requested and authorized to debit the bank account designated by the Borrower during the Loan Application with the amount of each monthly repayment and any applicable charges/fees and to apportion such amounts between interest, principal and other amounts payable as the Bank shall desire.

If the repayment due date for a particular installment of the Loan falls on a Saturday or a Sunday or General Holiday, the repayment will be made on the following clearing day; save and except that if such repayment due date falls on a Saturday which is the last day of a calendar month, then the repayment shall be made on the immediate preceding clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.

If the period between the chosen first Repayment Date and the drawdown date is more than one month, an **Extension Fee** would be charged as specified in the Loan Confirmation Letter. It is calculated by monthly flat rate and the number of days extended on basis of 365 days per year. It will be payable on the first Repayment Date.

If the period between the chosen first Repayment Date and the drawdown date is less than one month, the calculation of the interest of the period shall be treated as if the period is a full month; no adjustment thereto will be made. Borrower shall pay the Monthly Repayment Amount as stated in the Loan Confirmation Letter on the first Repayment Date.

## 9. LATE REPAYMENT SURCHARGE

If the Borrower fails to repay the Monthly Repayment Amount according to the Loan Confirmation Letter, the Bank will charge a Late Fee, Default Interest and any other charges as stipulated by the Bank in the Loan Confirmation Letter, Schedule of Service Fees or any other terms and conditions from time to time.

## 10. EARLY REPAYMENT

The Borrower may make early repayment of the Loan by repaying the entire outstanding loan principal (including any arrears) and interest up to the next Repayment Date together with all fees and charges due under the Loan in full on the same day. The amount payable shall be calculated in accordance with the formula known as Rule 78 and the Bank has the right to apportion the monthly repayments (including those already paid to the Bank) between interests and principals as the Bank deems appropriate. Furthermore, the Bank will charge the Borrower an Early Settlement Fee as specified by the Bank in the Loan Confirmation Letter, Schedule of Service Fees or any other terms and conditions from time to time. If there are any offers awarded to the Borrower in respect of the Loan, the Borrower is also required to repay an amount equivalent to the value of such offers awarded.

If an early repayment of the Loan is made within a payment holiday period (if applicable), the Borrower shall pay the Bank all the interest incurred or to be incurred for the full payment holiday period in addition to the Early Settlement Fee.

The Loan may not be terminated or cancelled by the Borrower once it is confirmed, whether or not the Loan has been disbursed to the Borrower. Any request for termination or cancellation by the Borrower after the loan is confirmed, it shall be regarded as a request for early repayment of the Loan.

## 11. LOAN IS REPAYABLE ON DEMAND

Notwithstanding any provision set out herein or in the Loan Confirmation Letter, the Bank shall have the sole and absolute right to at anytime demand the repayment of all outstanding principal, interest and other fees and charges due under the Loan.

## 12. EVENT OF DEFAULT

The Borrower will be deemed to have breached the Terms and Conditions of CCB (Asia) Personal Installment Loan if any of the following events occur. The remaining principal amount of the Loan, all accrued interest and all relevant fees and charges shall become immediately due and payable by the Borrower to the Bank without demand, :-

- (a) any loan, liability, payment obligation or other indebtedness of the Borrower with the Bank, other than the Loan, becomes capable of being declared due prematurely by reason of default of the Borrower, or the Borrower fails to make any payment when due, or when any security for any such loan, liability, payment obligation or other indebtedness becomes enforceable; or
- (b) any petition is presented or any order is made by any competent court or other appropriate authorities for bankruptcy of the Borrower or for the appointment of a receiver, trustee or similar official of all or any part of assets of the Borrower.

## 13. SET-OFF

**The Bank may, at any time without prior notice, apply or consolidate any credit balances in any accounts of the Borrower maintained with the Bank towards setting off against and in full or partial satisfaction of Borrower's indebtedness to the Bank, including the outstanding Loan.** The Bank shall normally inform the Borrower in writing after such application, consolidation or setting-off.

## 14. TELEPHONE INSTRUCTIONS

The Bank may (acting in good faith) accept and rely on requests made by telephone upon satisfactory identity verification of the maker of the call. The Borrower agrees:-

- (a) that the telephone requests made by a person meeting the identity verification procedure established by the Bank shall be treated as made by the Borrower and be binding and irrevocable;
- (b) that the Bank may (but are not obliged to) keep recordings and/or other records of any such telephone requests;
- (c) to provide to the Bank sufficient information to operate identity verification procedure;
- (d) to indemnify the Bank on demand for any claim or liability suffered as a result of the Bank's reliance (in good faith) on telephone requests given in accordance with this procedure.

## 15. VARIATIONS BY THE BANK

The Bank may vary the interest, fees, charges or these Terms and Conditions at any time and notice (in electronic or printed form) will be given to the Borrower before such variations take effect (unless these are not within the control of the Bank). Any variations will take effect on the date stipulated in the notice. Any such variation will be binding on the Borrower if the Borrower continues to utilize the Loan after the effective date of variation.

Unless otherwise specified, should there be any inconsistency between the fees and charges stipulated under the Loan Confirmation Letter and Schedule of Service Fees, the former shall prevail.

## 16. COLLECTION COSTS

The Bank may employ any third party debt collector or other agents to demand, cover or collect any sums the Borrower owes the Bank. The Borrower hereby :-

- (a) authorizes the Bank to disclose personal or other information of the Borrower to any such person for debt collection purposes; and
- (b) agrees to pay and indemnify the Bank immediately on demand for all reasonable costs and expenses (including, but without limitation, legal fees on a full indemnity basis and any debt collection agency fees, costs and expenses reasonably incurred in connection with the recovery or attempted recovery of any sum(s) payable by the Borrower under the Loan) the Bank reasonably incur in respect of any such debt collection actions. Such collection agency fees shall normally amount to 30% of the total amount payable by the Borrower under the Loan (or such other percentage as may be charged by the relevant collection agency) and the amount of legal fees incurred will vary in accordance with the steps taken.

## 17. DUTY TO UPDATE INFORMATION

The Borrower shall notify the Bank in writing within 14 days of any change in financial condition, personal or contact information, so that records of the Bank can be updated. Provision of any false information shall be a breach of these Terms and Conditions and the Bank may then cancel the Loan approval or withdraw the Loan, and may also charge the Borrower a reasonable handling fee.

## 18. CREDIT REFERENCE MATTERS

To assess the Loan Application, the Bank will need to access and use information held by the credit reference agency(ies) for each Loan Application. For the avoidance of doubt, if there are more than one Loan Applications at the same time, the number of checking will be in accordance with the number of the Loan Applications. The Borrower can access information on the Borrower held by the credit reference agency to check and update or correct it (as needed). Such requests should be made in writing to Consumer Relations Department, TransUnion Limited, Suite 1006, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon.

The Bank will also provide data of the Borrower to credit reference agency(ies). The Borrower has the right to request to be informed which items of data are routinely disclosed to credit reference agencies; and

In the event of any default in repayment of the Loan Amount and unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date of such default occurred, the Borrower shall be liable to have his account data to be retained by the Credit Reference Agency for 5 years from the date of final settlement of the amount in default. The Borrower also understands that in the event of any amount being written off due to a bankruptcy order being made against the individual, the individual shall be liable to have his account repayment data retained by the Credit Reference Agency, regardless of whether the account repayment data reveal any material default, until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of the individual's discharge from bankruptcy as notified to the Credit Reference Agency by such individual with evidence.

## 19. PERSONAL DATA

The Borrower confirms that he/she has read attached "Notice to Customer relating to the Personal Data (Privacy) Ordinance" by the Bank (copies of which are also available on request and on the Bank's website [www.asia.ccb.com](http://www.asia.ccb.com)) and agree to the use of his/her personal data by the Bank in the manner set out in that notice.

The Borrower is entitled to request access to his/her information held by the Bank and to update and correct such information whenever necessary. The Bank may charge a reasonable fee for such access or correction. Such requests should be made in writing to the Bank's Data Protection Officer, at China Construction Bank (Asia) Corporation Limited, CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon.

## 20. ASSIGNMENT & SUCCESSION

The Bank may assign or transfer any of the Bank's interests, rights or obligations under the Loan without prior notice to the Borrower. The Borrower may not assign or transfer any of his/her interests, rights or obligations under the Loan. These Terms and Conditions shall be binding upon the Borrower's executors, administrators and personal representatives.

## 21. COMMUNICATIONS

Any notices and other formal communications between the Bank and the Borrower must be given in writing. The Bank may however specifically agree with the Borrower to allow use of non-written communication, on a case-by-case basis. The Bank may also provide notices or formal communications to the Borrower by electronic means. For communications in writing from the Bank to the Borrower, they will be deemed to have been duly sent to and received by the Borrower

- (i) at the time of delivery if delivered personally;
- (ii) 2 days from the date of posting to the Borrower's address in the Bank's record if that address is in Hong Kong or 7 days from the date of posting if that address is outside Hong Kong;
- (iii) immediately if sent by email to the Borrower's email address in the Bank's record or by short message service to the Borrower's mobile phone number in the Bank's record.

For communications in writing from the Borrower to the Bank must be made through telephone, mail or electronic means, delivery will be deemed successful upon actual receipt by the Bank.

**22. GOVERNING LAW AND SEVERABILITY**

The Terms and Conditions of CCB (Asia) Personal Installment Loan and the Loan shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, and if they contain any provision which is invalid or ineffective for any reason, such invalidity or ineffectiveness shall only affect that provision, and shall not affect the validity of the remaining Terms and Conditions.

**23. ENGLISH VERSION PREVAILS**

In case of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## 建行（亞洲）私人分期貸款條款及細則 (2018 年第四季度或之後生效)

中國建設銀行（亞洲）股份有限公司（「**本行**」）將按以下條款向借款人（「**借款人**」）提供一筆已審批之私人分期貸款或再提取私人分期貸款 (如適用)（「**該貸款**」）：

### 1. 對條款及細則的接受

借款人向本行作出該貸款申請（「**貸款申請**」）將被視為借款人接受本文所載之條款及細則。

### 2. 有條件審批

該貸款最終審批乃取決於本行是否信納借款人有關之更新狀況查核，包括借款人於本行之其他信貸設施（如有的話）是否一直維持在良好狀況。本行有對審批或拒絕任何貸款申請之全權、決定任何已審批之貸款額、每月還款額、及遞交任何貸款申請之期限，且毋須為任何決定給予借款人理由。被拒之申請一般會以書面通知。本貸款申請不得轉讓。

### 3. 申請後不能更改

任何貸款申請一經收取作處理，借款人即不得更改或撤回該貸款申請。

### 4. 申請結果通知

本行就任何貸款申請及貸款額的審批上擁有酌情權。在一般情況下，本行會根據借款人在貸款申請時提供的聯絡號碼或通訊地址以電話或書面形式將貸款申請結果通知借款人。本行毋須向借款人就任何被拒或已作其他決定之申請給予任何理由或解釋。

### 5. 再提取貸款及利率

本行可在其獨有及絕對酌情權下，批准借款人再提取貸款。再提取貸款的利率將按貸款本金結欠及獲批核的再提取金額的總貸款額而釐訂。在本行批核貸款後，本行將郵寄新的貸款確認書並詳列有關總貸款額的新還款期、新釐訂的貸款利率及新的每月還款額。

本行有絕對權力不時修訂貸款利率。

### 6. 手續費

若借款人的貸款申請成功獲得批核，本行將向借款人收取在**貸款確認書**（「**貸款確認書**」）上及不時在服務收費表（可向本行索取及於本行網站[www.asia.ccb.com](http://www.asia.ccb.com)查閱）中列明之手續費。貸款手續費將加借於已批核之貸款金額（「**貸款額**」）上，並合共成為**總貸款額**。

### 7. 發放貸款

本行會將貸款額誌賬至借款人於申請時指定之銀行賬戶或將發放貸款的本票郵寄予借款人。本行將不會在星期六或公眾假期發放貸款（如香港法例第149章公眾假期條例中所定義）（「**公眾假期**」）。

除本行另有決定，列明該貸款詳情之**貸款確認書**將於發放貸款時郵寄予借款人。該已批核之貸款將受建行（亞洲）私人分期貸款條款及細則、服務收費表、**貸款確認書**之條款及細

則、及本行不時指定之條款及細則所規限。在發出貸款確認書後，借款人同意遵守及根據貸款確認書所載之條款及細則償還貸款。

## 8. 每月還款

利息將由本行向借款人發放貸款額當日起計算，並按總貸款額及貸款確認書所載適用之利率收取。不論借款人有否收取或將本票入賬或以其他形式運用誌入借款人指定銀行賬戶之貸款額，借款人同意按貸款確認書所載之還款細則償還總貸款額以及適用之利息。貸款確認書會清楚列明每期之**每月還款額及還款日**。

本行現被要求及獲授權於借款人於貸款申請時指定之銀行賬戶中扣除每月還款額及任何適當之收費/費用及按本行的酌情權按比例分配該還款額中的利息、本金及其他應付款項。

如貸款某一期的到期還款日期是星期六、星期日或公眾假期，有關款項將於下一個結算日過賬；但如該到期還款日為星期六並在屬一個公曆月份的最後一天，則將會在緊接該天的前一個結算日過賬。結算日指星期一至五香港銀行的對外營業時間。

若借款人選擇之首個還款日與提取貸款日相距超過一個月，借款人須繳付**延長還款期手續費**。該手續費須按貸款確認書上所示之計算方法，以每月平息按延長之日數並以每年365日之基礎計算，該手續費須於首個還款日繳付。

若借款人選擇之首個還款日與提取貸款日相距少於一個月，在計算有關該時段之貸款利息時會視該時段猶如一個整月計算而不會作出調整。借款人需於首次還款日按貸款確認書上所示繳付每月還款額之全數。

## 9. 逾期還款附加費

若借款人未能按貸款確認書償還每月還款額，本行將收取於貸款確認書、服務收費表或任何其他條款及細則中不時訂明的逾期還款手續費、逾期還款利息及任何其他收費。

## 10. 提早還款

借款人可將整筆結欠本金（包括已到期欠款）及截至下一個還款日之利息，連同所有該貸款到期之費用及收費於同一日全數歸還作提早還款。繳付的金額會按「78法則」之方程式計算，本行有權依其認為合適之方式分配每月還款額中的本金與利息之比率（包括已向本行繳付之還款額）。另外，本行將向借款人不時收取在貸款確認書，服務收費表或其他條款及細則內列明之提早清還手續費。如果借款人曾享有任何關於貸款的優惠，借款人還須繳付相等於已獲贈該優惠之價值。

若於還款假期內作出提早還款(如適用)，除提早清還手續費外，借款人需向本行繳付所享之還款假期應繳的全期利息。

貸款一經確認，不論有否放款予借款人，均不可終止或取消。借款人若在貸款確認後提出任何終止或取消的要求，會當作借款人要求提早清還貸款處理。

## 11. 要求清還貸款

即使本條款或貸款確認書上有任何規定，在本行獨有及絕對的酌情權下，本行可在任何時候要求借款人清還對所有在該貸款下結欠之本金、利息及其他費用及收費。

## 12. 違約情況

在下列任何事項發生的情況下，借款人將被視為違反建行（亞洲）私人分期貸款條款及細則，而借款人於該貸款下之所有尚欠本金金額、累計利息及所有其他有關費用及收費將在不作還款要求的情況下立即到期，而借款人須立即向本行清還該等款項：—

- (a) 除該貸款外，借款人與本行的任何貸款、債務、付款責任或其他債項因借款人違約而被宣佈提早到期，或借款人未能於到期繳款日支付任何款項、或任何此等貸款、債務、付款責任或其他債項的任何抵押變為可被強制執行；或
- (b) 任何人士提交呈請書或任何管轄法院或其他相關機構頒發命令旨使借款人破產，或旨委任破產管理人、受託人或類似人士處理借款人的所有或大部分之資產。

## 13. 抵銷

本行可在任何時候毋須作事前通知的情況下，運用或合併借款人於本行開設的任何戶口的結餘以償還並抵銷借款人於本行全部或部分的債項，包括該貸款之結欠。在一般情況下，本行會在此等運用、合併或抵銷後以書面形式通知借款人。

## 14. 電話指令

本行可在秉誠行事下，在充分核查來電者身份後，接受及依據以電話所作的指示。借款人同意：—

- (a) 由一位能夠符合本行所設定之身份核查程序的人士透過電話所作之指示應被視為由借款人所作，對借款人具約束力且不可被撤銷；
- (b) 本行可（但並無責任）保存任何此等電話指示之錄音及/或其他記錄；
- (c) 向本行提供充足的資料以供本行進行身份核查程序；
- (d) 在本行要求之下，對本行因（本着真誠）依靠根據此程序給予的電話指示而蒙受的申索及法律責任，予以彌償。

## 15. 本行作出之修訂

本行可不時修訂利率、費用、收費或本條款及細則。本行會就有關修訂生效前（以電子或印刷形式）給予借款人通知（有關改變非本行所能控制則屬例外）。新修訂條款將在修訂通知中列明之指定日期生效。若借款人在該等修訂生效日期後仍繼續運用該貸款，借款人將受此等修訂的約束。

除非另有說明，若貸款確認書與本行的服務收費表中所列明的費用及收費出現歧異，一概以前者為準。

## 16. 收賬費用

本行可以僱用任何第三方收賬人或其他代理向借款人追收、追討或收取任何及所有貸款下之欠款。借款人現：—

- (a) 授權本行在追收賬項的目的下，向任何此等人士披露借款人的個人或其他資料；及

- (b) 同意在本行要求下即時向本行繳付及彌償所有本行在此等收賬行動下所引致之合理費用及支出(包括但不限於因追討或試圖追討借款人於貸款下之欠款所引致(以完全彌償基準計算)的合理律師費及所有收賬代理人費用、收費及支出)。此等收賬代理人費用應一般為借款人在貸款下應繳總欠款之百份之三十(或有關收賬代理人所收取的其他百分率)，而律師費則視乎所採取的法律程序而定。

## 17. 更新資料的責任

借款人須於14天內以書面形式通知本行其財政狀況、個人或聯絡資料的任何變動，以使本行的記錄得以更新。提供失實資料將違反本條款及細則，本行可因此取消貸款的審批或撤銷貸款，並向借款人收取合理的手續費。

## 18. 信貸資料事宜

為審核借款人的貸款申請，本行將需要於每個貸款申請時取得及使用信貸資料服務機構所持有的資料。為免生疑問，若同一時間有多於一個貸款申請，查核信貸資料之次數將依照貸款申請之次數進行。借款人如有需要可就信貸資料服務機構所持有的資料作查閱及更新或更改。此等申請可以書面方式致函至九龍尖沙咀廣東道9號港威大廈6座1006室環聯資訊有限公司「個人資料查詢部」。

本行亦將向信貸資料服務機構提供借款人的資料。借款人有權獲告知本行例行向信貸資料服務機構披露的資料類別；及

借款人明白，若有關貸款金額其後出現拖欠還款情況，除非借款人之欠帳金額在欠帳日期起計60日內全數清還或撇帳(除了因破產令導致之外)，否則由信貸資料服務機構所持有有關借款人的帳戶資料，將會在全數清還該拖欠後繼續保留五年。借款人亦明白，如因被頒佈破產令而導致任何金額被撇帳，不論其帳戶還款資料是否顯示有重要欠帳，其由信貸資料服務機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由借款人提出證據通知信貸資料服務機構其已獲解除破產令的5年止(以較先出現的情況計算)。

## 19. 個人資料

借款人確認已閱讀附件的「有關個人資料(私隱)條例之客戶通告」(本行亦會在要求下提供副本及可於本行網站[www.asia.ccb.com](http://www.asia.ccb.com)查閱)並同意本行以該通告所列明的方式運用借款人的個人資料。

借款人有權查閱本行持有借款人的資料，並在有需要時更新及更正該等資料。本行可就此等查閱或更正收取合理費用。任何該等要求，借款人應以書面形式提出，致函至中國建設銀行(亞洲)股份有限公司九龍九龍灣宏照道18號中國建設銀行中心資料保障主任。

## 20. 轉讓及繼承

本行可在不作事前通知的情況下轉讓或轉移借款人有關貸款之任何利益、權利或責任。借款人則不得將該貸款之任何利益、權利或責任轉讓或轉移。本條款及細則將對借款人之執行人、遺產管理人及遺產代理人具約束性。

## 21. 通訊

任何本行與借款人之間的通告及其他正式通訊必須以書面形式通知。惟本行可以根據個別情況接受使用非書面形式之通訊。本行可以電子形式給予借款人通告或正式通訊。本行給予借款人的書面通訊，將被視為已經正式送達並由借款人接收

- i. 如專人送遞，在送遞之時；
- ii. 郵寄至借款人於本行記錄的地址，2天若是香港地址或7天若是香港以外地址；
- iii. 立即若以電郵發送至借款人於本行記錄的電郵地址或以短訊發送至借款人於本行記錄的手提電話號碼。

借款人必須透過電話、郵寄或電子方式給予本行的通訊則以本行實際收到該通訊時方被視為有效的送遞。

## 22. 法律管轄及個別法律責任

建行（亞洲）私人分期貸款條款及細則及貸款須受香港特別行政區法律所管限並按照該法律解釋。如本條款及細則載有之任何條款因任何理由不成立或失效，此等不成立或失效將只影響該條款，而不應影響餘下條款及細則之有效性。

## 23. 英文版本為準

若本條款及細則之中文及英文版本出現歧異，一概以英文版本為準。