

China Construction Bank (Asia) Personal Overdraft Terms & Conditions
(Effective tentatively in the fourth quarter of 2018)

1. Approval of the application for overdraft is contingent upon the credit record of the applicant having met the credit requirements of China Construction Bank (Asia) Corporation Limited (“the Bank”). Successful applicant (“the Borrower”) (if more than one person applies for the overdraft, only the Principal Borrower) will be notified by a letter (“the Letter”) confirming the terms of the Personal Overdraft to be granted by the Bank and the relevant overdraft account number. The Borrower will be required to sign the Letter to confirm his agreement to be bound by such terms before the approved overdraft line (“the Overdraft Line”) will be effective and available whereupon a loan account (“the Overdraft Account”) will be opened by the Bank in the name of the Borrower and operated in accordance with these Terms and Conditions. In the event of any inconsistency between the Bank’s standard terms and conditions governing the Overdraft Account and these Terms and Conditions, these Terms and Conditions shall prevail.
2. The Borrower agrees that the Bank has the right to decline this application without giving any reason.
3. The Borrower agrees and accepts that the Overdraft Line limit may be less than the amount the applicant applies for.
4. The Borrower understands and agrees that the Bank may collect and consider credit reports concerning the applicant from TransUnion Limited or other credit reference agencies in reviewing the application.
5. The Borrower confirms that no bankruptcy order has ever been made, and there is no pending bankruptcy proceedings, against him and the applicant is neither in the process of petitioning for his own bankruptcy nor has any intention to do so.
6. The Bank will supply a monthly statement in respect of the Overdraft Account to the Borrower setting out such details (as the Bank may from time to time determine) of such Overdraft Account transactions effected during the relevant statement period (“the Account Statement”) unless (i) there are no entries covering the period which is the subject of the statement or (ii) where the Overdraft Account has been cancelled or terminated by the Bank or the Borrower for whatever reason and there is a debit balance in the Overdraft Account overdue for such period considered by the Bank to be unacceptable. Any Account Statement shall be accepted by the Borrower as correct except to the extent that the Borrower notifies the bank in writing of any alleged error or omission within 90 days from the day of such Account Statement or the Bank notifies the Borrower of an error. The Bank’s record shall be conclusive unless and until the contrary is established.
7. In case the debit balance of the Overdraft Account exceeds the Overdraft Line limit, a higher interest rate will be charged on the excess portion. The higher interest rate will be stated on the Letter and is subject to revision by the Bank from time to time at the Bank’s sole discretion.
8. If the Letter so provides, the Bank is entitled to charge the Borrower a withdrawal fee for each utilization of the Overdraft Line at the rate of 1% of the amount utilized subject to a minimum of HK\$50.00.
9. If any of the monthly minimum payments or part thereof remains unpaid after the due date, then, without prejudice to any other remedies and rights of the Bank, a late fee of HK\$300 flat will be charged for each such monthly minimum payment.
10. (a) Credit Life Insurance Premium will be charged by the Bank. The Credit Line Insurance Premium will range from 1% to 2%, as determined by the Bank at its sole discretion, of the Overdraft Line limit for each period of 12 months and will be payable by the Borrower to the Bank upon the Overdraft Line being effective and available and every 12 months afterwards and will be debited from the Overdraft Account;
(b) The Bank will arrange Credit Life Insurance for the Borrower. The policy will be for the sum (not exceeding the Overdraft Line limit) the insurance company may approve. In case the outstanding amount exceeds the insured amount, the Borrower will be uninsured in respect of the amount in excess;
(c) If more than one person applies for the overdraft, only the principal borrower shall be covered by the insurance;
(d) The insurance benefit does not apply to any claim directly or indirectly caused by the Insured’s suicide or any attempt threat.
(e) Any death caused by any diseases or illnesses that the Borrower has at the time of application for the Credit Life Insurance will not be covered by the insurance, unless such diseases or illnesses have been declared to and accepted by the insurance company.
11. The interest rate and all other charges and fees will be subject to variation from time to time by the Bank upon the Bank giving prior reasonable notice. Any notice may be given by display, advertisement or other means as the Bank thinks fit.

12. The Bank is requested and authorized to debit the Overdraft Account with the amount of all applicable interest, charges and fees.
13. Payments by the Borrower shall be applied first towards interest and finance charges; second towards other fees and costs, legal or otherwise; and third towards the outstanding principal under the Overdraft Line and the amount due for the longest period under each of these categories shall be satisfied first.
14. The Bank may at any time without prior notice to the Borrower apply the credit balance in any account held by the Borrower and/or in any joint account of the Borrower (including a fixed deposit account in either case) against the Borrower's liabilities in respect of the Overdraft Line.
15. The Bank may assign or transfer all or any of its interests, rights and obligations under the Overdraft Line and these Terms and Conditions to another bank or financial institution without the prior consent of the Borrower and the Borrower agrees to execute such documents and do such acts and things as the Bank may reasonably require to give full effect to such assignment or transfer.
16. Applicant acknowledges and confirms that any personal data regarding the applicant will be handled in accordance with the Bank's Personal Data (Privacy) Ordinance Notification, a copy of which is attached herewith and is displayed and available in each of the Bank's branches.
17. Applicant agrees that all information and documents obtained or supplied will remain the Bank's property whether the application is approved or not.
18. The Borrower authorizes the Bank to contact all necessary parties for verification of any information about the Borrower and to disclose and transfer details concerning the Borrower's loan or credit facilities and/or credit related data relating to the Borrower in the possession or control of the Bank to credit reference agencies, other banks and/or credit card companies for the purpose of credit checking and exchanging credit information.
19. The Borrower agrees that the Bank may supply personal data of the Borrower collected by the Bank to TransUnion Limited or other credit reference agencies or to any person for the purpose of Clause 16. Moreover, in the event of default, the Borrower agrees that the Bank may provide the Borrower's personal data and account information to debt collection agencies (whether within or outside Hong Kong), for the purpose of collecting the outstanding amount under the Overdraft Line, interest, charges and fees and the fee and expenses charged by such collection agencies.
20. The Borrower has the right, upon request, to be informed which items of data are so disclosed to the credit reference agencies or debt collection agencies.
21. If the Borrower wishes to inspect, access or correct his personal data held by the Bank, he can contact TransUnion Limited:
Consumer Relations Department
TransUnion Limited
Room 1006, The Gateway, Tower 6, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Tel: (852) 2577 1816 Fax: (852) 2578 4425
22. In the event of any default in repayment and unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurs, the Borrower shall be liable to have the account data to be retained by the credit reference agencies for 5 years from the date of final settlement of the amount in default.
23. Upon full repayment (excluding payment by refinancing of the debit balance in the Overdraft Account by the Bank) and if there has not been, within 5 years immediately before the account terminates, default in payment for a period of excess in 60 days, the Borrower will have the right to instruct the Bank to make a request to the credit reference agencies to delete from their data bases any information relating to the Borrower's terminated account.
24. Customer referral program (if any) is governed by the terms and conditions stated in the Personal Overdraft promotional materials and the Bank's Web site.
25. Applicant acknowledges and accepts that the referrer (if any) of this application will be rewarded by the Bank in such manner as the Bank may from time to time determine.
26. The Borrower agrees that the Bank has an absolute sole discretion on customer referral program offers and other promotional offers.
27. The Borrower shall indemnify the Bank for any legal costs on a full indemnity basis and all other costs and/or expenses of reasonable amount reasonably incurred in the enforcement of the Bank's rights hereunder. Without limiting the foregoing, the Bank may, in its discretion, employ a third party debt collection agency to collect any overdue amounts and the Borrower shall indemnify the Bank for any and all reasonable costs incurred in connection therewith.

28. Any change in the information given in the Borrower's application for overdraft must be immediately notified to the Bank in writing. The Bank reserves the right to rescind any approval of the Overdraft Line and/or demand immediate repayment if in the opinion of the Bank any adverse change occurs prior to the effective date of the Overdraft Line or if any information provided to the Bank in the Borrower's application for overdraft proves to be inaccurate.
 29. The Borrower undertakes with the Bank that he will promptly notify the Bank upon becoming aware of the occurrence of any events or circumstances which may adversely affect the financial condition of the Borrower or the Borrower's ability to discharge its payment obligation or perform its other obligations under this Terms and Conditions or under any agreement
 30. No failure or delay by the Bank to exercise any rights or indulgence granted by the Bank to the Borrower shall operate as waiver or in any way prejudice any of the rights of the Bank. Rights and remedies of the Bank herein provided are cumulative and not exclusive of any rights or remedies provided by law.
 31. Notwithstanding any other provisions herein, the Bank reserves the overriding right to withdraw the Overdraft Line and/or to require full repayment of the Overdraft Line (including but not limited to the debit balance of the Overdraft Account, interests, fees and charges) at any time at the Bank's sole discretion.
 32. The Bank reserves the right to supplement and/or vary any or all of these Terms and Conditions from time to time at the Bank's sole discretion and upon the Bank giving prior reasonable notice. The Borrower agrees to be bound by such supplement or variation. Any notices or communications may be given in electronic or printed form or other means as the Bank thinks fit.
 33. Where the application is made in joint names, the word Borrower hereunder refers to each and all of the applicants and all agreements of such persons with, and all obligations and liabilities hereunder of such persons to, the Bank shall be joint and several.
 34. Any Account Statement, notice or other communication given by the Bank to the Borrower must be in writing, it shall be deemed to have been received by the Borrower
 - (i) at the time of delivery if delivered personally
 - (ii) 2 days from the day 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.
- All notices or other communications from the Borrower to the Bank must be made through telephone, mail or electronic means, and shall be deemed to have been delivered to the Bank upon actual receipt.
35. These Terms and Conditions and the agreement between the Bank and the Borrower shall be governed by the laws of Hong Kong Special Administrative Region. The Borrower submits to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.
 36. In the event of any inconsistency between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.

中國建設銀行(亞洲)透支之條款及細則 (2018年第四季度或之後生效)

1. 申請人的信用紀錄必須符合中國建設銀行(亞洲)股份有限公司(下稱“銀行”)對信用的要求，方可獲貸款申請的批准。合格的申請人(下稱“借款人”) (如由一名以上的人士申請透支，則只有第一借款人) 將接獲一通知函(下稱“通知函”)，確定私人貸款的條款及透支戶口的賬戶號碼。在已批准的透支額(下稱“透支額”)生效前，借款人需要簽署通知函，確定其受該些條款約束，而銀行會以借款人的名義開啟一個透支戶口(下稱“透支戶口”)，並根據此等條款及細則經營透支戶口。若銀行監管透支戶口的標準條款及細則與此等條款及細則不一致時，以此等條款及細則為準。
2. 申請人同意銀行擁有在不提供原因的情況下拒絕本申請的權利。
3. 申請人同意及接受透支額限額可能較其申請的數額為少。
4. 申請人明白及同意銀行可能就考慮申請向環聯資訊有限公司或其他信貸資料服務機構採集及考慮有關申請人之信貸報告。
5. 申請人確認從沒有被頒佈破產令及沒有針對其本人的待決的破產法律程序，亦沒有向法院申請其本人破產或意圖申請其本人破產。
6. 銀行會就透支戶口提供月結單予借款人，列出於有關結單期間透支戶口作出的交易的資料(有關資料由銀行不時訂定) (下稱“戶口結單”)，除非(i)在結單所概括的期間內沒有賬目或(ii)透支戶口被銀行或借款人因任何原因取消或終止，而透支戶口中尚欠的借方餘額的逾期未付情況為銀行所不能接受。除非借款人於戶口結單 90 天內以書面通知銀行有關的錯誤或遺漏或銀行通知借款人有關錯誤，借款人必須接受任何戶口結單為正確。除非相反證明成立，銀行的紀錄為確實的紀錄。
7. 若透支戶口的借方餘額超出透支額的限額，所超出的部分將會被收取較高的利率。該較高的利率會被列出於通知函上，並會不時由銀行修訂(由銀行全權訂定)。
8. 如通知函列明，銀行有權向借款人就每一次透支額使用收取相等於提取款項的金額百分之一的提款手續費，該金額不少於五十港元。
9. 如任何一期的每月最少還款或其中任何部分在到期後仍未清付，則在不損害銀行採取任何其他補救及權利的情況下，借款人必須就該每月最少還款支付三百港元欠款逾期費用。
10. (a) 銀行將收取信貸人壽保險費。借款人就獲批准的透支額每十二個月須繳付相等於透支額限額的百分之一至二(由銀行全權訂定)的信貸人壽保險費。信貸人壽保險費須由借款人在透支額生效時及往後每十二個月向銀行支付並由透支戶口中扣除；
(b) 銀行並會為借款人安排信貸人壽保險，保險單的投保金額則為保險公司所批准的金額(不超過透支額限額)。如欠款金額超出投保金額，所超出的金額將在保險範圍之外；
(c) 如由一名以上的人士申請透支，則只有第一借款人為受保人；
(d) 信貸人壽保險利益並不適用於任何直接或間接因受保人自殺或意圖威脅引致之索賞；
(e) 因借款人於申請信貸人壽保險時已患有之疾病而導致之死亡將不獲保障，除非借款人已向保險公司申報並獲得保險公司接納。
11. 銀行可以在發出合理期限的通知後不時更改利率及一切其他費用。任何通知均可以張貼告示、廣告或其他銀行認為合適的方法發出。
12. 借款人茲要求並授權銀行從透支戶口中扣除所有可應用之利息費用及收費的金額。
13. 借款人的付款會首先用於支付利息及財務收費，繼而用於支付法律及其他方面的費用及開支，再繼而用於償還透支額尚欠的本金，以及上述各項目中拖欠最久的款額，均須先獲付還。
14. 銀行有權在毋須事先通知借款人的情況下，隨時將借款人在任何由借款人獨自及/或共同擁有的賬戶(兩者均包括定期存款賬戶)中的存款，用於償還借款人因透支額而欠下銀行的債務。
15. 銀行可以在沒有借款人的同意，轉讓或轉移其透支額及此等條款及細則所有或任何利益、權利及義務予另外一所銀行或財務公司。借款人同意簽署所需文件，並執行所有銀行合理要求的行為及行動以達致該轉讓或轉移。
16. 借款人得悉及認可，任何有關申請人之個人資料，銀行將依照銀行之「個人資料(私隱)保護條例通知書」之內容處理。該通知書已隨本文件附上，並陳列於各分行，可隨時供借款人索取參閱。
17. 借款人同意不論是否批准申請，所有資料及文件均屬銀行所有。
18. 借款人授權銀行可為核實任何有關債權人的資料聯絡各有關人士，並授權銀行向其他銀行、信貸資料服務機構及/或信用卡公司披露及轉移由銀行保存或受銀行控制有關借款人貸款及/或與信貸相關的資料，以作信貸審查及信貸資料交流用途。

19. 借款人同意銀行可以將申請時所收取之借款人個人資料提供予環聯資訊有限公司或其他信貸資料服務機構或任何為了行使第 16 條款的人士。此外，在借款人不履行償還債項時，借款人同意銀行可能會將借款人之個人及賬戶資料提供予本地或外地之收數公司，追收透支額尚欠的金額、利息、手續費及收數公司之費用及支出。
20. 借款人有權要求獲告知哪些資料已提供予信貸資料服務機構以及收數公司。
21. 如借款人有需要查看、查閱或更改其由銀行擁有之個人資料，可以聯絡環聯資訊有限公司：
環聯資訊有限公司 – 個人資料查詢部
九龍尖沙咀廣東道 9 號港威大廈第 6 座 1006 室
電話：(852) 2577 1816 傳真：(852) 2578 4425
22. 若有關賬戶其後出現拖欠還款情況，除非借款人欠賬金額已在欠賬日期起計 60 日內全數清還，否則其由信貸資料機構所持有的賬戶資料會在全數清還該拖欠後繼續保留五年。
23. 借款人在全數清還後(不包括銀行提供為借款人再融資安排而作出還款)，借款人有權要求銀行將其保留在信貸資料服務機構之資料刪除(條件是在緊接終止賬戶前五年內，並無拖欠還款情況超過 60 日)。
24. 客戶推薦計劃受私人透支宣傳單張及銀行網站所載之條款及細則所規限。
25. 借款人知道及同意其申請之推薦人會根據銀行不時訂明的方式獲得獎賞。
26. 借款人確認銀行對客戶推薦計劃及其他優惠有絕對決定權。
27. 借款人須彌償銀行任何因合理執行銀行的權利而引致的任何根據完全彌償基準的訴訟費用及所有其他合理費用及/或開支。在不局限以上條款的前提下，銀行有權聘用任何收數公司或追討欠款機構追討任何逾期未付的款項。借款人需對銀行因此而引致的任何及一切合理費用作出彌償。
28. 借款人在貸款申請表格上填報的資料如有任何改變，借款人須立即以書面通知銀行。如在透支額生效日期前發生任何銀行認為不利變故，或借款人在申請貸款的申請表格上向銀行提供的任何資料並非正確，銀行保留撤銷任何透支額批准及/或要求立即還款的權利。
29. 借款人向銀行承諾當知悉發生任何可對借款人之財務狀況或借款人履行其付款責任或履行其根據本條款及細則或任何其他協議之能力造成重大不利影響之任何事件或情況，盡快通知銀行。
30. 若銀行沒有或延誤行使任何權利或銀行給予借款人寬免，將不會構成放棄或影響銀行的任何權利。本文中列明銀行的權利及補救均屬累計及不排除法律上訂明的任何權利及補救。
31. 即使本文另有規定，銀行保留凌駕一切的權利，於任何時間全權由銀行訂定撤回透支額及/或要求全數償還透支額(包括但並不局限於透支戶口的借方餘額、費用及收費)。
32. 在銀行全權訂明及發出合理通知的前提下，銀行保留不時補充及/或修改任何或全部此等條款及細則的權利，借款人同意受該等增補或修改所約束。任何通知或通訊均可以電子或印刷形式或其他銀行認為合適的方法發出。
33. 如申請是以聯名形式作出，則本文“借款人”一詞是指每個及全部在申請表格上列出的申請人，而該等人士就本透支服務與銀行的全部協議及對銀行的所有義務及責任均屬共同及個別作出的。
34. 任何由銀行發出至借款人的任何戶口結單、通知或其他通訊，均會以書面形式通知，當作被借款人收到
 - 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。所有由借款人寄出至銀行的通知或其他通訊必須透過電話，郵寄或電子方式給予本行，均會於實際認收才當作送遞至銀行。
35. 此等條款及細則及銀行與借款人之間的合約適用於香港特別行政區法律，借款人願受香港法院的非專屬性司法管轄權管轄。
36. 若此等條款及細則的英文及中文版本不一致時，以英文版本為準。