

# Asset Link 抵押透支條款及細則

# Terms and Conditions of Asset Link Secured Overdraft Facility

只適用於**優越私人理財客戶** 

Applicable for **Prestige Private Customers Only** 

### 1. 抵押透支息率 Interest Rate for the Secured Overdraft Facility

有關透支利息會於每月21日於上述綜合戶口下之港幣往來存款戶口(「往來存款戶口」)支取並以每年365/366日計算。 抵押透支息率為P-0.5%年息計算(上述綜合戶口的戶口級別於申請日期為優越私人理財)

## 在不影響本條款及細則中第9項條款的原則下,抵押透支息率將不會就上述綜合戶口的戶口級別變動而自動作出調整。

就本條款及細則而言, "P"或"最優惠利率"代表由恒生銀行有限公司(包括其繼承人及受讓人)(「恒生」)不時公佈之最優惠利率。

Interest will be debited from the Hong Kong Dollar Current Account of the above Integrated Account (the "Current Account") on the 21st day of each calendar month and will be calculated on the basis of a 365/366-day year.

Interest shall be charged at P-0.5% per annum (where the Account Status of the above Integrated Account as at the date of this application is Prestige Private).

Without prejudice to the generality of Clause 9 under the terms and conditions herein, the Interest Rate for the Secured Overdraft Facility will not be varied automatically notwithstanding any variation of the Account Status of the above Integrated Account. For the purpose of these terms and conditions, "P" or "Prime Rate" represents the best lending rate as quoted by Hang Seng Bank Limited (including its successors and assigns) ("Hang Seng") from time to time.

#### 2. 年費 Annual Fee

由恒生發出批核確認當日(下稱「成功落額日」)起,恒生將會每年收取一筆以經批核抵押透支額限額(列明於批核確認及其後任何之修訂) 乘以0.1%計算之年費。如經批核抵押透支額限額之每年使用率為30%或以上,此項收費可獲豁免。每年使用率指以過去12個月(包括成功 落額日當月)之平均每月已動用之經批核抵押透支額限額除以過去12個月之平均月底經批核抵押透支額限額。每月已動用之經批核抵押透 支額限額指當月已動用之經批核抵押透支額限額總額除以當月總日數。月底經批核抵押透支額限額指當月最後一個工作日之經批核抵押透 支額限額。年費將從往來存款戶口扣除。為免生疑問,如閣下取消抵押透支或減額,年費將按比例收取。

Hang Seng shall charge an annual fee at the rate of 0.1% on the Approved Ceiling Limit (as set out in the confirmation of approval and any subsequent amendments) payable annually in arrears starting from the date of the confirmation of approval issued by Hang Seng for approving this Secured Overdraft Facility (hereinafter referred to as "date of approval"). The annual fee will be waived if the annual utilization rate of the Approved Ceiling Limit is 30% or above. The annual utilization rate refers to the average monthly utilized balance of the last 12 months (including the month of the date of approval) divided by the average of month-end Approved Ceiling Limit of the last 12 months. Monthly utilized balance refers to the aggregate utilized balance of the month divided by the number of days of that month. Month-end Approved Ceiling Limit refers to the Approved Ceiling Limit on the last working day of the month. Annual fee will be charged on a pro-rata basis.

### 只適用於**優越理財、優進理財及其他綜合戶口客戶**

## Applicable for Prestige Banking, Preferred Banking or Other Integrated Account Customers Only

# 1. 抵押透支息率 Interest Rate for the Secured Overdraft Facility

有關透支利息會於每月21日於上述綜合戶口下之港幣往來存款戶口(「往來存款戶口」)支取並以每年365/366日計算。 抵押透支息率為P%年息計算(上述綜合戶口的戶口級別於申請日期為優越理財);或 抵押透支息率為P+1%年息計算(上述綜合戶口的戶口級別於申請日期為優進理財或其他)

### 在不影響本條款及細則中第9項條款的原則下,抵押透支息率將不會就上述綜合戶口的戶口級別變動而自動作出調整。

就本條款及細則而言,"P"或"最優惠利率"代表由恒生銀行有限公司(包括其繼承人及受讓人)(「恒生」)不時公佈之最優惠利率。

Interest will be debited from the Hong Kong Dollar Current Account of the above Integrated Account (the "Current Account") on the 21st day of each calendar month and will be calculated on the basis of a 365/366-day year.

Interest shall be charged at P% per annum (where the Account Status of the above Integrated Account as at the date of this application is Prestige Banking) or;

Interest shall be charged at P+1% per annum (where the Account Status of the above Integrated Account as at the date of this application is Preferred Banking or others).

Without prejudice to the generality of Clause 9 under the terms and conditions herein, the Interest Rate for the Secured Overdraft Facility will not be varied automatically notwithstanding any variation of the Account Status of the above Integrated Account. For the purpose of these terms and conditions, "P" or "Prime Rate" represents the best lending rate as quoted by Hang Seng Bank Limited (including its successors and assigns) ("Hang Seng") from time to time.



### 2. 手續費 Handling Fee

由恒生發出提供批核確認當日(下稱「成功落額日」)起,將會每月收取一筆以經批核抵押透支額限額(列明於批核確認及其後任何之修訂) 乘以0.01%計算之手續費。手續費將會於成功落額日起其後每月之第21日從往來存款戶口扣除。為免生疑問,如閣下取消抵押透支或減額, 任何已扣除之手續費將不獲退還。

A monthly handling fee computed at the rate of 0.01% on the Approved Ceiling Limit (as set out in the confirmation of approval and any subsequent amendments) will be charged starting from the date of the confirmation of approval issued by Hang Seng for approving this Secured Overdraft Facility (hereinafter referred to as "date of approval"). Handling fee will be debited from the Current Account on the 21st day of each month after the date of approval. For the avoidance of doubt, if the Secured Overdraft Facility or any part thereof is cancelled, any handling fee paid will not be refunded.

## 適用於**所有客戶**

# Applicable for All Customers

#### 3. 臨時透支息率 Interest Rate for Unauthorised Overdraft

上述綜合戶口當時的戶口級別為優越私人理財/優越理財/優進理財,利息以最優惠利率另加6厘計算,或 上述綜合戶口當時的戶口級別為綜合戶口,利息以最優惠利率另加8厘計算。

6% over the Prime Rate per annum where the Account Status of the above Integrated Account at the relevant time is Prestige Private/Prestige Banking/Preferred Banking or;

8% over the Prime Rate per annum where the Account Status of the above Integrated Account at the relevant time is other Integrated Account.

### 4. 抵押 Security

抵押透支以上述綜合戶口中所持有的抵押資產作為抵押。上述綜合戶口的任何附屬戶口中所持有的資產(不論現金或其他資產)均可不時被正式加入並記錄為抵押資產。其後該等被加入的資產將會納入用作計算抵押透支的最高貸款額。

The Secured Overdraft Facility is secured by the Secured Assets standing to the credit of the above Integrated Account. The assets (whether cash or other assets) which stand to the credit of any sub-account of the above Integrated Account can be formally added and recorded as the Secured Assets from time to time. Thereafter, the added assets will be taken into account in the calculation of the Maximum Limit of the Secured Overdraft Facility.

### 5. 最高貸款額定義 Maximum Limit Definition

- (i) 經批核抵押透支額限額或
- (ii) 每種構成抵押資產之資產的可用結餘(即已存入、已結算及即時可用的資產結餘,不包括因任何原因被凍結或受限制之資產)分別乘以其所適用之抵押透支成數後,所得之總值((i)及(ii)兩者以低者為準)。抵押資產及抵押透支成數之定義詳見於綜合戶口章則。為免生疑慮,抵押資產之定義包括閣下透過與恒生訂立(或將訂立)之任何附加合約而受(或可能將受)綜合戶口章則所規限之任何交易下之所有金錢、資產及其他財產。

為免生疑慮,閣下之最高貸款額為閣下之抵押透支不時獲授權可使用之透支額。

#### Whichever is the less of

- (i) the Approved Ceiling Limit; or
- (ii) the aggregate of the value of the available balance (balance of cleared, settled and immediately available assets, excluding assets which are frozen or under restrictions for whatever reasons) of each of the assets comprising the Secured Assets multiplied by the applicable Discount Factor. The terms Secured Assets and Discount Factor have the meanings defined in the Integrated Account Terms and Conditions. For the avoidance of doubt, the term Secured Assets includes all moneys, assets and other property of you under any transaction(s) which are or may become subject to the Integrated Account Terms and Conditions by virtue of any supplemental agreement(s) executed or to be executed by you with Hang Seng.

For the avoidance of doubt, the Maximum Limit represents the authorized overdraft limit as may be available to you under the Secured Overdraft Facility from time to time.

## 6. 最高貸款額 Maximum Limit

- a. 抵押透支將會以透支形式供閣下之往來存款戶口使用。
- b. 如抵押透支乃由多於一種抵押資產作抵押,恒生有權決定運用每種抵押資產作抵押未償還抵押透支之次序。
- c. 恒生有絕對酌情權可不時決定每種抵押資產之抵押透支成數(定義見綜合戶口章則);
- d. 恒生有絕對酌情權因應當時環境,包括但不限於市場情況及有關抵押資產之價格或表現,隨時調整每種抵押資產之抵押透支成數, 而毋須事前通知閣下;
- e. 恒生根據閣下向其抵押之抵押資產市值而計算之最高貸款額,不論何時均須受適用之抵押透支成數限制,並隨有關之抵押資產市值 及抵押透支成數變動而調整;
- f. 閣下有責任不時向恒生查詢閣下押與恒生之抵押資產之適用抵押透支成數及抵押透支下未償還之貸款金額,以確保該貸款金額在任何時候均不會超逾最高貸款額;
- g. 任何超逾最高貸款額之貸款,均會由出現過額當日直至實際償還有關過額貸款為止,按上述臨時透支息率收取利息(即使涉及任何即使涉及任何法律追討裁決之前或之後);及
- h. 恒生有絕對酌情權可不時更改有關經批核抵押透支額限額之數額或其任何部份。

為清楚起見,即使本條款及細則有任何規定,閣下明確地聲明及認可,恒生有絕對酌情權隨時拒絕給予抵押透支或其中任何部份而毋須

事前通知閣下及給予任何理由,即使有關批核確認中指定的最高貸款額尚未被完全使用或超逾。

- The Secured Overdraft Facility will be made available by overdrawing the Current Account.
- b. If the Secured Overdraft Facility is secured by more than one type of Secured Assets, Hang Seng shall be entitled to determine the order in which each type of Secured Asserts is applied to secure the outstanding amount under the Secured Overdraft Facility.
- c. Hang Seng shall have absolute discretion in specifying Discount Factor(s) (as defined in the Integrated Account Terms and Conditions) in respect of each type of Secured Asset from time to time;
- d. Hang Seng may at its absolute discretion, at any time and without prior notice to you, revise the Discount Factor applicable to any Secured Assets in the light of prevailing circumstances which Hang Seng considers relevant including, without limitation, market conditions and the value and performance of the relevant Secured Assets;
- e. The Maximum Limit calculated by reference to the market value of the Secured Assets charged to Hang Seng shall be subject to the applicable Discount Factors at all times and adjusted automatically with any change in the market value of the Secured Assets and such Discount Factors;
- f. It is your duty to check with Hang Seng from time to time the Discount Factors applicable to the Secured Assets charged to Hang Seng and the amount outstanding under the Secured Overdraft Facility and to ensure that such amount does not exceed the Maximum Limit at any time;
- g. Interest will be charged on any amount outstanding under the Secured Overdraft Facility which exceeds the Maximum Limit at the unauthorized overdraft rate(s) specified above from the date on which such excess was incurred up to the date of actual repayment of such excess (as well after as before judgment); and
- h. Hang Seng shall have absolute discretion to vary from time to time the amount(s) or any part thereof of the Approved Ceiling Limit.

For the sake of clarity, you expressly declares and acknowledges that notwithstanding any provisions hereof, Hang Seng shall be at liberty to refuse and/or reject to grant the Secured Overdraft Facility or any part thereof at any time without any prior notice or reference to you and without assigning any reason whatsoever therefor if Hang Seng feels at its absolute and unfettered discretion unsafe so to do notwithstanding that the Maximum Limit of the Secured Overdraft Facility specified in the relevant confirmation of approval has not yet been fully drawn, utilized or otherwise exceeded.

#### 7. 檢討期 Term

抵押透支由恒生按年檢討,恒生並有權對抵押透支不予續批。如恒生不擬續批抵押透支,將會於每年檢討後通知閣下。如恒生未有給予 閣下有關通知,則閣下可繼續根據本條款及細則使用抵押透支。

The Secured Overdraft Facility is subject to annual review by Hang Seng. Hang Seng has no obligation to renew the Secured Overdraft Facility and will notify you after an annual review if Hang Seng has decided not to renew the Secured Overdraft Facility. If no such notice is given by Hang Seng, you may continue to use the Secured Overdraft Facility subject to the terms and conditions set out herein.

# 8. 其他費用及收費 Other Fees and Charges

恒生可隨時就抵押透支徵收其他收費、費用及佣金。

Hang Seng may from time to time at its discretion impose further charges, fees and commissions in connection with the Secured Overdraft Facility.

### 9. 利息及收費更改 Variation of Interest and Fees

恒生有權<u>隨時就抵押透支應付之息率、收費、其他費用及佣金作出修訂。若閣下於修訂生效日期後仍繼續運用抵押透支(或其中任何部份)</u>或抵押透支仍有任何結欠,則閣下會被視作接受該等修訂及受其約束。

All applicable interest rates, fees, charges and commissions payable by you to Hang Seng in connection with the Secured Overdraft Facility shall be subject to variation from time to time at Hang Seng's absolute discretion. Any such variation will be binding on you if you continue to use the Secured Overdraft Facility (or any part thereof) or if any part of the Secured Overdraft Facility remains outstanding after the effective date of variation.

### 10. 還款及匯率 Repayment and Exchange Rate

閣下須於恒生隨時要求時就抵押透支還款。閣下須以港幣償還抵押透支結欠,或於恒生同意下以其他貨幣償還。在此情況下,由一種貨幣兌換為另一貨幣之匯率,得由恒生按當時外匯市場之適用匯率而定,並屬最終決定及對閣下具約束力。

Repayment shall be on demand and you shall repay to Hang Seng any amount outstanding under the Secured Overdraft Facility in Hong Kong dollar or, if Hang Seng agrees, in a different currency. In that case, the conversion of one currency into another currency shall be calculated at the rate determined by Hang Seng to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you.

### 11. 保證及承諾 Warranties and Undertakings

閣下向恒生保證及承諾:

- a. 倘若對償還抵押透支(或其中任何部份)或任何因抵押透支或根據本條款及細則而產生之付款出現困難時,會即時通知恒生。
- b. 在恒生要求時及認為有需要或有利於執行其於抵押透支及抵押品之權力及權利時,簽立所需文件及履行所需行為(包括但不限於為提供任何抵押品或額外抵押品)。
- c. (如閣下於申請抵押透支當日為香港特別行政區政府僱員)閣下與恒生並無任何公事上之交易,閣下並承諾日後如涉及任何與恒生有關之公事交易,會立即以書面通知恒生。

# You warrants and undertakes to Hang Seng:

- a. to inform Hang Seng as soon as possible of any difficulty in repaying the Secured Overdraft Facility (or any part thereof) or in meeting any payment to Hang Seng arising from the Secured Overdraft Facility or otherwise pursuant to these terms and conditions;
- b. at the request of Hang Seng, to execute such documents and perform such acts (including, without limitation, for the purpose of

providing any security or additional security) as Hang Seng may consider necessary or expedient in relation to the exercise of its powers and rights in connection with the Secured Overdraft Facility and the relating security; and

c. (if you are a servant of the Hong Kong Special Administrative Region ("HKSAR") as at the date of your application of the Secured Overdraft Facility) you have no official dealings with Hang Seng and you undertake to inform Hang Seng promptly in writing if you later become involved in official dealings with Hang Seng.

# 12. 費用 Expenses

與抵押透支有關(包括但不限於維持及執行恒生於抵押透支及有關抵押品之權利及利益)而合理地產生之一切合理支出(包括法律費用或其他)概由閣下負責。

All expenses (legal or otherwise) of reasonable amount and reasonably incurred by Hang Seng, if any, in connection with the Secured Overdraft Facility (including, without limitation, preserving and enforcing Hang Seng's rights and interest relating to the Secured Overdraft Facility and the relating security) shall be borne by you.

#### 13. 收費及費用繳付 Payment of Fees and Expenses

恒生有權毋須事先通知而不時於往來存款戶口支取閣下應付與恒生之所有費用(包括但不限於手續費及年費)、收費、佣金及支出。該等費 用及收費會作為貸款本金之一部份及須據此計算利息。

Hang Seng shall be entitled to debit all fees (including, without limitation, handling fee and annual fee), charges, commissions and expenses payable by you to Hang Seng from time to time from the Current Account without prior notice, and they shall form part of the principal due to Hang Seng and bear interest accordingly.

# 14. 銀行記錄 Bank's Records

恒生之賬冊及記錄將屬閣下不時對恒生虧欠債務之最終及具決定性證據,除非及直至相反證明成立。

The books and records of Hang Seng shall be final and conclusive evidence concerning the indebtedness of you owed to Hang Seng from time to time unless and until the contrary is established.

# 15. 約束力 Binding Effect

本條款及細則對閣下及閣下之任何個人代表,合法承繼人或核准受讓人具有約束力。

These terms and conditions shall be binding on you and your personal representatives, lawful successors or permitted assigns.

#### 16. 其他 Others

a. 抵押透支乃根據綜合戶口章則之規定而提供。如本條款及細則與綜合戶口章則有歧異,概以本條款及細則為準。

The Secured Overdraft Facility is granted subject to provisions of the Integrated Account Terms and Conditions. In case of any inconsistency between these terms and conditions herein and the Integrated Account Terms and Conditions, the former shall prevail.

b. 除閣下及恒生以外,並無其他人士有權按《合約(第三者權利)條例》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。

No person other than you and Hang Seng will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

# 17. 即時還款 Repayment on Demand

即使有任何相反規定,恒生有權隨時終止抵押透支及要求閣下即時還款。

Notwithstanding any other provision to the contrary, the Secured Overdraft Facility is subject to Hang Seng's customary overriding right of termination and repayment on demand.

# 18. 抵銷權 Right of Set-off

恒生可不予預先通知,將閣下於恒生之賬戶內(不論屬單獨名義或閣下與任何人士之聯名)任何幣值之結存撥作支付閣下不論屬何種身份欠負恒生之任何債項(不論屬實際或或然、或不論屬閣下單獨或閣下與任何其他人士共同欠負者)。如屬聯名賬戶,恒生可行使此抵銷權,並將該聯名賬戶之任何結存撥作支付該聯名賬戶一名或一名以上持有人欠負恒生之任何債項。

Hang Seng have the right at any time and without prior notice, to apply any credit balance in any currency on any of your accounts with Hang Seng, whether in your sole name or in the joint names of you and any other person(s), in or towards satisfaction of any indebtedness owing by you to Hang Seng in whatever capacity and whether actual or contingent or whether owing solely by you or owing by you jointly with any other person(s). In the case of a joint account, Hang Seng may exercise this set-off right and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owing to Hang Seng by one or more of the holders of such joint account.

# 19. 修訂 Amendments

恒生有權隨時或不時修訂及/或增加本條款及細則,有關修訂將於恒生向閣下發出通知後生效(任何修訂如涉及恒生收費/費用及閣下之責任或義務,恒生會於生效日期前60日發出通知;至於其他修訂,恒生將按照個別情況釐訂合理之通知期限)。若閣下於生效日期後仍繼續運用抵押透支(或其任何部份)或抵押透支之任何部份於該生效日期後仍有結欠,有關修訂即對閣下具有約束力。

Hang Seng shall be entitled to revise the terms and conditions set out herein and/or introduce additional terms and conditions at any time and from time to time and any variation shall become effective subject to Hang Seng's notice (for a period of 60 days for any variation affecting fees and charges of Hang Seng and liabilities or obligations of you, and for such reasonable period as Hang Seng may prescribe in the case of any other variations) and shall be binding on you if you continue to use the Secured Overdraft Facility (or any part thereof) or if any part of the Secured Overdraft Facility remains outstanding after the effective date of variation.

### 20. 替代效應 Superseding Effect

於收到有關抵押透支通知起,本條款及細則將取代適用於上述綜合戶口之現有抵押透支的所有批核確認/條款及細則,該等現有抵押透支 將按本條款及細則提供。

Upon the receipt of the relevant confirmation in respect of the Secured Overdraft Facility, the terms and conditions herein shall supersede



all prior confirmation of approval / terms and conditions in respect of any existing Secured Overdraft Facility granted under the above Integrated Account and the terms and conditions of any such existing Secured Overdraft Facility shall be amended by the terms and conditions herein accordingly.

### 21. 個人資料 Personal Data

- a. 閣下知悉及同意恒生可根據不時給予客戶及其他個別人士之結單、通函、通知、條款及細則內所載有關使用及披露個人資料的政策,持有、使用、處理及向指定人士披露閣下應恒生之要求而提供或於閣下與恒生之交易過程中所收集有關閣下之個人資料及其他資料(「該等資料」)作指定用途。閣下並確認及同意恒生將該等資料披露予任何債務追收代理、信貸資料服務機構或類似服務之提供者,或由彼等予以持有、使用及處理,以便核實該等資料或將該等資料提供予其他機構,作為(a)信貸或其他方面之查核;及(b)協助彼等收取債務。同時,閣下進一步確認及同意恒生可將該等資料轉移至香港特別行政區以外地方,並可將該等資料及其他關於閣下的個人資料及其他資料用於進行個人資料(私隱)條例所界定的核對程序,及提供與閣下有關之銀行證明書或信貸諮詢用途。
  - You acknowledge and agree that all personal data and information relating to you which are provided by you at the request of Hang Seng or collected in the course of dealings between you and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers and other individuals from time to time. You also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agencies or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts. You further acknowledge and agree that Hang Seng may transfer the Data outside the HKSAR, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to you, and provide banker's or credit references in respect of you.
- b. 閣下同意當恒生認為有需要或適當時,可將該等資料及有關貸款之資料或詳情轉給在香港特別行政區境內或境外的任何服務供應商, 以便該等供應商為恒生進行資料處理或代表恒生向客戶提供任何服務。若該等境外服務供應商所在地區的資料保障法例較為寬鬆, 恒生將要求該等服務供應商向恒生作出與香港特別行政區之資料保障法例相類同的保密承諾。恒生將會繼續負責將該等資料及詳情 保密。

Where Hang Seng considers it necessary or appropriate, Hang Seng may transfer any such Data, details or information in relation to the loan to any service provider (whether situated in or outside the HKSAR) for the purpose of data processing or providing any service on behalf of Hang Seng to you. Where the service provider is situated outside the HKSAR in an area where there are less stringent data protection laws, Hang Seng will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in the HKSAR. In any event, Hang Seng will remain responsible for ensuring the confidentiality of such Data, details and information.

# 22. 聯名戶口 Joint Account

若上述綜合戶口之戶口持有人超過一位人士,即使任何一位對恒生之任何責任獲恒生解除或因任何理由而未受有效約束,全體及每位均 須受本條款及細則約束,並共同及個別承擔責任。

Where the account holder of the above Integrated Account comprises more than one person, the terms and conditions herein shall be binding on all and each of them jointly and severally notwithstanding that any of them may be released from any obligation by Hang Seng or may not be effectively bound due to any reason.

### 23. 有效文本 Governing Version

本條款及細則之英文本與中文譯本文義如有歧異,概以英文本為準。

Should there be any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

# 24. 管轄法律及司法權管轄 Governing Law and Jurisdiction

恒生及閣下均接受香港法院行使非專屬司法管轄權。然而,本章則及任何由閣下作出並以恒生為受益人之抵押,可在任何擁有管轄權之 法院強制執行。

Each of Hang Seng and you submits to the non-exclusive jurisdiction of the Hong Kong Courts but these Terms and Conditions and any security created by you in favour of Hang Seng may be enforced in the Courts of any competent jurisdiction.

本條款及細則受香港特別行政區法律規管,並按其詮釋。

These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

#### 備註Remark:

閣下可登入恒生個人e-Banking (貸款及透支> Asset Link抵押透支> 產品資料> 抵押資產類別及抵押成數表) 或致電27102288查詢有關的抵押資產類別及個別資產之抵押透支成數。

You may logon to Hang Seng Personal e-banking (Loans and Overdraft> Asset Link Secured Overdraft> Product Information> Asset Type and Loan Ratio table) or call 27102288 for the relevant Secured Asset Type and Loan Ratio of individual assets.