

## Key Facts Statement (KFS) for "Buy Now, Pay Later" ("BNPL") product

WeLab Bank Limited (the "Bank")

WeLab Bank Subscribe+ for Apple Products Sep 2024

This is a credit product. To borrow or not to borrow? Borrow only if you can repay!

This product allows you to receive goods or services now and repay by future instalments.

This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of the BNPL product.

Please read and understand the information in this KFS before you apply for this BNPL product.

If you do not fulfil the repayment obligations under this BNPL product, it may adversely affect your credit records maintained at independent credit reference agencies and consequently further access to credit in the future.

#### **Interest Rates and Interest Charges**

Annualised F	Percentage	Rate
(APR)		

For a loan amount (ie the transaction amount of an Apple Product) of HK\$40,000:

Loan Tenor	3-month	6-month	12-month	24-month
Range of APR	N/A	N/A	0% - 9.49%	0% - 9.49%

The rate of interest for the loan will not be varied over the period of the loan.

The APR is calculated using method specified in relevant guidelines issued by The Hong Kong Association of Banks, and is rounded up or down to the nearest two decimal places. An APR is a reference rate which includes the basic interest rates and other applicable fees and charges of a product expressed as an annualised rate.

Annualised Overdue/ Default interest rate Not applicable

#### **Repayment Amount**

#### Monthly and Total Repayment Amount

#### Example 1:

For a loan amount (ie the transaction amount of an Apple Product) of HK\$40,000 and buy now pay later value of the Apple Product is HK\$0:

Loan Tenor	3-month	6-month	12-month	24-month
Monthly repayment amount for the APR specified above	Not Applicable		HK\$ 3,333 - HK\$ 3,500	HK\$ 1,667 - HK\$ 1,829
Total repayment amount based on the monthly repayment amount above			HK\$ 40,000 - HK\$ 41,999	HK\$ 40,000 - HK\$43,902

#### Example 2:

For a loan amount (ie the transaction amount of an Apple Product) of HK\$40,000 and buy now pay later value of the Apple Product is HK\$12,000 (ie 30% of the transaction amount):

Loan Tenor	3-month	6-month	12-month	24-month
Monthly repayment amount for the APR specified above (except last monthly repayment)	Not Applica	able	HK\$ 2,333 - HK\$ 2,541	HK\$ 1,167 - HK\$ 1,371
Last monthly repayment amount for the APR specified above			HK\$ 14,333 - HK\$ 14,541	HK\$ 13,167 - HK\$ 13,371
Total repayment amount based on the monthly repayment amount above			HK\$ 40,000 - HK\$ 42,491	HK\$ 40,000 - HK\$ 44,915

The above are illustrative examples only. The repayment period of the loan is 12 / 24 / 36 months depending on the selected Apple product(s). If you purchase an Apple Product with assigned buy now pay later value, monthly repayment amount will be calculated after deduction of the buy now pay later value of such product. Depending on the Apple product purchased, the buy now pay later value can be up to 30% of the transaction amount (ie purchase price). Last monthly repayment amount includes monthly repayment amount and the buy now pay later value of the product. Repayment amounts are rounded to the nearest integer.

For details of the allocation of principal and interest of each monthly repayment, please refer to the "Additional Information" below.

Fees and Charges	
Handling Fee	Not applicable
Late Payment Fee and Charge	HK\$299 per each overdue monthly repayment
Prepayment / Early Settlement / Redemption Fee	Early repayment fee shall be 2% of the outstanding principal amount being repaid.
Returned Cheque Charge / Rejected Autopay Charge	Not applicable
Chargeback Mechanism	

This product does not have a chargeback mechanism.

#### **Additional Information**

- WeLab Bank Subscribe+ for Apple Products (the "Program") is a revolving credit facility.
- The purpose of the Program is to facilitate the purchase of an Apple product(s) from selected resellers. Subject to the Bank's internal credit approval, the maximum revolving credit amount is HK\$40,000 and can only be used to purchase selected Apple product(s) from selected resellers.
- Each selected Apple product (together with the AppleCare+ for which you have opted for the product (if applicable)) is purchased under a separate instalment loan drawn from the revolving credit facility of the Program. The repayment period of each instalment loan under the revolving credit facility is 12 / 24 / 36 months depending on the selected Apple product(s). The actual APR applicable to each instalment loan is subject to your credit status and will be stated on the relevant order summary of the purchase.
- Chargeback mechanism is not available for Apple product(s) purchased under the Program. If the reseller fails to deliver the Apple product(s) which you have purchased under the Program and refuses to refund the purchase payment, the Bank will not make any refund to you instead.
- For each instalment loan, the allocation of principal and interest of each monthly repayment is determined as follows:

	Instalment Loan		
	Transaction amount (ie purchase price) of the Apple product		Transaction amount (ie purchase price)
	Transaction amount (ie purchase price) excluding Buy now pay later value (if applicable)	Buy now pay later value (if applicable)	of AppleCare+ (if applicable)
Interest bearing	Yes	Yes	No
How the principal and interest is allocated for each repayment	Allocation of principal and interest of this part of loan is determined according to the straight-line method.	Principal of this part of loan shall be repaid in full in last monthly repayment.  Interest accrued shall be repaid in each repayment.	Principal of this part of loan shall be repaid in each repayment.

For details, please refer to the Bank's website (Support > WeLab Bank Subscribe+ for Apple Products).

• For the first instalment, you are required to pay interest pro-rated (if applicable) based on the period between the drawdown date and the first repayment date.

- You may early repay the outstanding principal of any instalment loan (in whole but not in part) under the revolving credit facility together with all accrued but unpaid interest on any day prior to the final repayment date.
- To use the revolving credit facility, you should have a valid WeLab Bank account. If you do not have a valid WeLab Bank account before the application of the revolving credit facility, you should successfully open a WeLab Bank account and login to WeLab Bank app to re-authenticate your account before your first repayment, failing which we shall have the right at our sole discretion to (i) charge HKD 120 administrative fee and/or (ii) terminate the revolving credit facility and demand repayment of all outstanding instalment loans in full and/or (iii) exercise our right to suspend or terminate your WeLab Bank account.
- For further information of the Program, please refer to the Bank's website (Features > WeLab Bank Subscribe+ for Apple Products).
- For enquiry, please call the Bank's hotline at +852 3898 6988.

# Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products

(these "Terms and Conditions")

In consideration of WeLab Bank Limited ("WeLab Bank", "Our", "We" or "Us") agreeing to grant and/or granting a revolving credit facility (the "Facility") to you (the "Borrower") for WeLab Bank Subscribe+ for Apple Products (the "Program"), you agree to have read, understood and accepted our Account Terms, Terms and Conditions of Subscribe+ for Apple Products, these Terms and Conditions and any approval letter issued by us in accordance with (and subject to) these Terms and Conditions (the "Approval Letter"). These Terms and Conditions and the Approval Letter shall be collectively referred to as "Loan Agreement".

#### **Important Notes**

- (a) The revolving loan facility under this Program is a loan agreement.
- (b) If you agree to purchase any product or service under this Program, you agree to pay for the product or service which may be delivered by the reseller under this Program at a later date.
- (c) The drawdown on the revolving loan facility to facilitate the purchase of the product or service under this Program and its relevant instalment loan to repay the drawdown will be counted against your revolving loan facility and the overall credit limit with us.
- (d) If you have successfully drawn the revolving loan facility, you will have to repay its relevant instalment loan according to the repayment details specified by us, even if the reseller fails to deliver the product or service which you have purchased under this Program.
- (e) You will not enjoy the chargeback protection in this Program, which means if the reseller fails to deliver the product or service which you have purchased under this Program and refuses to refund the purchase payment, we will not make any refund to you instead.

#### 1. Borrower's information

The information you provide is and will remain true and accurate. If there is any change in your personal information including name, residential and mailing address, mobile number(s), email address or employment, you will update us of such change via the WeLab Bank app as soon as reasonably practicable.

#### 2. The Facility

- a. The Facility is offered by us for the Program only, which is solely for the purposes stated in Clause 2b below. We may in our sole discretion approve or reject any application for the Facility without giving any reason. The Facility will be made available to you subject to your acceptance of and compliance with the Approval Letter we issue to you and also these Terms and Conditions and the Terms and Conditions of Subscribe+ for Apple Products.
- b. The Facility can only be used for the Program to finance your purchase of Apple product(s) listed on the web platform of us, including Apple accessories ("Product") and AppleCare+ (if applicable) from the reseller(s) participating in the Program ("Reseller(s)") ("Applicable Transaction"). The Reseller may provide you with an option to purchase a Product with AppleCare+, which is an extended warranty and technical support plan for the Product. For the avoidance of doubt, if you purchase more than one Product at the same time, each Product, together with the AppleCare+ for which you have opted for the Product (if applicable) will be counted as a single Applicable Transaction.
- c. You are not allowed to make cash advance withdrawal, make partial payment for any Applicable Transaction, nor purchase products that have not been covered in Clause 2b above.

- d. Subject to the available Facility amount and all other conditions (if any) we specify in the Approval Letter, if we allow you to use the Facility to finance an Applicable Transaction, the Facility will be automatically drawn to finance such Applicable Transaction. Your use of the Facility to settle an Applicable Transaction amounts to (i) a drawdown notice under the Facility and (ii) your irrevocable authorization to us to drawdown on the Facility for the amount of such Applicable Transaction ("**Drawdown**"). We will send a notification to you once the Drawdown is successful. For the avoidance of doubt, if your available Facility amount is not enough to finance an Applicable Transaction in full, you will not be allowed to use the Facility to finance the Applicable Transaction.
- e. Each Drawdown shall be repaid in a standalone monthly instalment ("Instalment Loan"). You must repay for a Drawdown according to the repayment details specified by us in the repayment schedule, which will be provided to you upon making the Applicable Transaction and can be accessed in the web platform of us ("Repayment Schedule").
- f. The Facility is only applicable to one designated Reseller at a time, which means if you have an outstanding Instalment Loan for the Product purchased from a designated Reseller, the remaining credit limit of the Facility can only be used for purchasing the Product from the same Reseller.
- g. Each Instalment Loan shall consist of:
  - i. the loan portion to finance the purchase price of the Product (the "Loan (Product portion)"); and
  - ii. the loan portion to finance the purchase price of the AppleCare+ in relation to the Product (the "Loan (AppleCare+ portion)") in the event you have opted for AppleCare+ for the Product (if applicable).
- h. The repayment period of an Instalment Loan shall be either 12, 24 or 36 months, depending on the Product purchased under the Applicable Transaction, provided that if the Product purchased under the Applicable Transaction has a buy now pay later value, the buy now pay later value shall be repaid in full in the final instalment, such that the repayment amount for each instalment may not be the same. You shall repay your Instalment Loan according to its relevant Repayment Schedule.
- i. You will not enjoy the chargeback protection in the Program, which means if the Reseller fails to deliver the Product or AppleCare+ for which you have opted for the Product (if applicable) purchased in an Applicable Transaction and refuses to refund the purchase payment:
  - i. we will not make any refund to you instead; and
  - ii. your obligation to repay the Instalment Loan in full will continue.

#### 3. Approval of the Facility and Conditions

- a. Approval of the Facility and the terms applicable to the Facility (including the amount of the Facility) shall be at our sole discretion and is conditional upon fulfilment of the following to our satisfaction:
  - i. You shall be a Hong Kong permanent resident aged 18 years or above;
  - ii. a satisfactory review of your credit profile available at the credit reference agency of our choice; and
  - iii. provision of documentary proof required by us (if any) which we may independently verify.
- b. If we approve the Facility, the credit limit of the Facility as well as the specific terms applicable to the Facility (including the amount of the Facility) will be contained in the Approval Letter. You will have 14 days from the approval date of the Facility to accept the Facility before our approval expires. Any other offers or quotes by us are indicative only.
- c. If you accept the Facility, the Facility will be made readily available for your purchase of Product and AppleCare+ (if applicable) in accordance with the Account Terms, Terms and Conditions of WeLab Bank Subscribe+ for Apple Products, these Terms and Conditions and the Approval Letter.
- d. To use the Facility, you should have a valid WeLab Bank account. If you do not have a valid WeLab Bank account before the application of the Facility, you should successfully open a WeLab Bank account and login to WeLab Bank app to re-authenticate your account before your

first repayment, failing which we shall have the right at our sole discretion to (i) charge HKD 120 administrative fee and/or (ii) terminate the Facility and demand repayment of all outstanding Instalment Loans in full and/or (iii) exercise our right to suspend or terminate your WeLab Bank account according to the Account Terms . You agree and acknowledge that before you have successfully re-authenticate your WeLab Bank account through WeLab Bank app, we may impose any restriction on your WeLab Bank account as we think fit without prior notice.

e. We reserve the right to update your personal information in the Approval Letter if there is any change of your personal information as stated in Clause [1]

#### 4. Loan Disbursement

When you successfully make a Drawdown to finance your Applicable Transaction, the proceeds of the Drawdown will be disbursed to the Reseller for your purchase of the Product.

#### 5. Handling Fee

No handling fee will be charged in connection with the processing of the Facility and/or any Drawdown and its relevant Instalment Loan.

#### 6. Interest Charges and Expenses

- a. Interest on an Instalment Loan shall start to accrue from the day on which its relevant Drawdown is disbursed to the Reseller ("Loan Drawdown Date").
- b. For each Instalment Loan, interest shall accrue on the Loan (Product portion) of each Instalment Loan from the Loan Drawdown Date at the interest rate as stated in the order summary of the relevant Applicable Transaction. No interest shall accrue on the Loan (AppleCare+ portion) of each Instalment Loan.
- c. We have the right to vary the interest rate by giving prior notice to you.
- d. For the first repayment of an Instalment Loan, you are required to pay interest pro-rated based on the period between the Loan Drawdown Date and the first repayment date.

#### 7. Cancellation and Termination

- a. Subject to our approval, you may terminate the Facility if there is no outstanding amount (including any amount of principal, interest, fees and charges) payable by you under the Program. You are not able to use the Facility once terminate(d) However, you cannot adjust the credit amount available to you under the Facility.
- b. Notwithstanding anything contained in the Approval Letter, we reserve the right, at any time, to increase, reduce, cancel, terminate and/or suspend the Facility at our discretion to be effective immediately by sending you a notification through email, SMS and/or in-app message.

#### 8. Repayment arrangements

- a. Subject to the Terms and Conditions of Subscribe+ for Apple Products, you are required to repay the monthly repayment amount, and/or any amount of fees, charges, costs and expenses payable by you under these Terms and Conditions on each repayment date as stated in the Repayment Schedule per each Instalment Loan, by either transferring the amount to your Core Account or to other account(s) as designated by us from time to time.
- b. We have the right to apportion the monthly repayments between principal and interest as we shall determine.
- c. You authorize us to debit your Core Account any amount of fees, charges, costs and expenses payable by you under these Terms and Conditions.
- d. If you have any difficulty in repaying any amount outstanding under the Instalment Loan, you should notify our Customer Services as soon as possible.
- e. You agree to pay to us on demand all outstanding principal, interest and other charges of and relating to the Instalment Loan. We shall have the right to review, modify, reduce and/or cancel any Instalment Loan and demand immediate repayment of all outstanding principal of the Instalment Loan and interest thereon without prior notice and without giving any reasons.
- f. All your payments to us must be made without (and free and clear of any deduction for) set-off or counterclaim, and without deduction of withholdin(g) If any deduction or withholding is made, the amount of the payment due will be increased to an amount equal to the amount which would have been due if no deduction or withholding has been required.
- g. We may apply any available funds in your Accounts to satisfy repayment of the outstanding amounts owed by you to us starting with full repayment of the earliest bill date of the

outstanding amount; or in any order as the Bank may at its absolute discretion determine from time to time.

h. Where your outstanding amounts are collected by debt collection agents, partial repayment of the outstanding amounts will be allowed, starting with the earliest bill date or in any order as the Bank may at its absolute discretion determine from time to time.

#### 9. Early Repayment

Subject to the Terms and Conditions of Subscribe+ for Apple Products, you may repay the outstanding principal of any Instalment Loan (in whole but not in part) on any day prior to its final repayment date. If you choose to do so, you will pay all accrued but unpaid interest, plus a fee of 2% on the outstanding principal of the Instalment Loan being repaid You may also be required to refund or return any applicable promotional offers in case of early repayment (subject to the terms and conditions of such promotional offer(s)).

#### 10. Late Repayment

If you fail to make any monthly repayment of the Instalment Loan in full when it is due (including where there are insufficient funds in your Core Account), we may charge, without prior notice, a late charge of HKD 299.

#### 11. Set-off

In addition to any general lien or similar right to which we may be entitled at law, we may, at any time without prior notice:

- a. combine or consolidate any amount outstanding under any Instalment Loan, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Instalment Loan, with the balance on any other accounts which you maintain with us; and
- b. set off or transfer any money standing to the credit of your Core Account, any Time Deposit Account held with us or any other accounts you maintain with us in or towards settlement of any amount owing by you to us under any Instalment Loan under these Terms and Conditions or in connection with the Instalment Loan.

#### 12. Amendment

We reserve the right to amend these Terms and Conditions, the amounts or percentages of interest rate, charges, premiums, fees and disbursements applicable to the Facility and any Instalment Loan hereunder at any time without prior notice Unless the changes are not within our control, we shall give at least 60 days' notice to you for any significant changes to the Terms and Conditions, or facility terms, of the Facility, or any increase in the interest rate (other than due to a breach of the Terms and Conditions by you); and at least 30 days' notice to you for other changes which shall affect your liabilities and obligations. We may give you such notice by any means at our discretion as we see fit. You will be bound by a variation unless you fully repay the Instalment Loan(s) before the date on which that variation takes effect.

#### 13. Collection Costs

We may take such steps and actions as we reasonably think fit to enforce repayment of any Instalment Loan, interest thereon and these Terms and Conditions including without limitation, employing lawyers, third party debt collection agents or other third party service providers to collect any amount you may owe to us from time to tim(e) You will indemnify us on demand for all costs and expenses reasonably incurred by us in demanding, collecting or recovering any outstanding amount. You also agree and authorize us to disclose any relevant information to such persons for these purposes.

#### 14. Miscellaneous

- a. The Reseller is not an intermediary of the Bank for the procuring, negotiating, obtaining or application of any financial service offered by the Bank.
- b. No failure, act, omission or delay by us to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
- c. Terms defined in our Account Terms and Terms and Conditions of Subscribe+ for Apple Products shall have the same meanings when used herein, unless otherwise define(d)
- d. In the event of inconsistency between these Terms and Conditions, the Approval Letter, the Terms and Conditions of Subscribe+ for Apple Products and the Account Terms, the prevailing order shall be as follows:

- i. these Terms and Conditions;
- ii. the Approval Letter;
- iii. the Terms and Conditions of Subscribe+ for Apple Products; and
- iv. the Account Terms.
- e. No person (other than you or us) may enforce any of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- f. These Terms and Conditions:
  - i. are personal to you and your rights or obligations may not be assigned or transferred by you, but we may assign or otherwise dispose of all or any of our rights and obligations hereunder:
  - ii. shall be binding upon your executors, administrators and personal representatives; and
  - iii. shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and shall not operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of the Hong Kong Special Administrative Region, and if they contain any provision which is invalid for any reason, shall be ineffective only to the extent of such invalidity, which shall not affect the validity of the remaining Terms and Conditions. You agree to submit to the exclusive jurisdiction of the Hong Kong courts in respect of any dispute arising out of or in connection with these Terms and Conditions.
- g. In case of any inconsistencies between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.

To borrow or not to borrow? Borrow only if you can repay!

## Terms and Conditions of WeLab Bank Subscribe+ for Apple Products

(these "Terms and Conditions")

In consideration of WeLab Bank Limited ("Bank", "WeLab Bank", "Our", "We", or "Us") providing WeLab Bank Subscribe+ for Apple Product (the "Program") to you, you agree to have read, understood and accepted our Account Terms, these Terms and Conditions, and Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products.

#### **Important Notes**

- (a) The revolving loan facility under this Program is a loan agreement.
- (b) If you agree to purchase any product or service under this Program, you agree to pay for the product or service which may be delivered by the reseller under this Program at a later dat(e)
- (c) The drawdown on the revolving loan facility to facilitate the purchase of the product or service under this Program and its relevant instalment loan to repay the drawdown will be counted against your revolving loan facility and the overall credit limit with us.
- (d) If you have successfully drawn the revolving loan facility, you will have to repay its relevant instalment loan according to the repayment details specified by us, even if the reseller fails to deliver the product or service which you have purchased under this Program.
- (e) You will not enjoy the chargeback protection in this Program, which means if the reseller fails to deliver the product or service which you have purchased under this Program and refuses to refund the purchase payment, we will not make any refund to you instead.

#### 1. Definitions

- a. "Loan Agreement" refers to the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products and the Approval Letter on the Facility entered into by the customer with WeLab Bank.
- b. "**Facility**" means the revolving loan facility agreed to be granted/granted by us under the Loan Agreement.
- c. "**Product(s)**" means any Apple device listed in the web platform of us, including Apple accessories and AppleCare+.
- d. "**Reseller**" means the participating reseller in the Program who sells and delivers the Product(s) to customers.

#### 2. The Program

- a. This Program is applicable to customers ("you" or "customers") of the Bank with a valid account of the Bank (as determined by us at our sole discretion) who have:
  - i. successfully applied for the Facility; and
  - ii. met all the relevant conditions set out in the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products under the Loan Agreement.
- b. Under the Program, customers can use the Facility to finance the purchase of Product(s) with the Resellers. Each Product (together with the AppleCare+ for which you have opted for the Product, if applicable) is purchased under a separate Instalment Loan drawn from the Facility.
- c. The Products are sold by the Reseller. The Reseller is not an intermediary of the Bank for the procuring, negotiating, obtaining or application of the Loan Agreement or Program.

#### 3. Product order and delivery

a. All Products are sold and supplied directly by Resellers. The Reseller is responsible for:

- i. the availability, supply, delivery, return and refunds of, and fulfilment of any order placed by customers for any Product, including whether any delivered Product conforms to the description provided by the Reseller; and
- ii. the quality, safety or legality of the Product advertised, the accuracy of the description of any Product or the ability of the Reseller to sell and deliver any Product.

We shall not be liable for any Product or service provided by the Resellers.

- b. The Reseller will deliver the Product(s) to customers according to the confirmed order once the customer's Loan Agreement is approved by the Bank and signed by the customer. Delivery arrangements is subject to the Reseller's terms and conditions.
- c. Customers must comply with all the relevant terms and conditions agreed with the Reseller.
- d. This Program does not support refund or cancellation of any purchase of the Product.
- e. You will not enjoy the chargeback protection in the Program, which means if the Reseller fails to deliver the Product for which you have opted for the Product purchased in an Applicable Transaction and refuses to refund the purchase payment:
  - i. we will not make any refund to you instead; and
  - ii. your obligation to repay the Instalment Loan in full will continue.

#### 4. Personal Data

- a. Collection and use of personal data (if any) by the Bank shall be governed by the Bank's data privacy policy.
- b. Collection and use of personal data (if any) by the Reseller shall be governed by the Reseller's data privacy policy.

#### 5. Limitation of liability

- a. The Bank reserves its absolute right on any loan approval decision and any disputes.
- b. The Bank does not act as an agent of the Reseller, and the Bank does not assume any liability of the Reseller or any of its agents. Any claim, complaint or dispute arising from or in connection with any Product shall be addressed to and resolved directly with the Reseller, which shall in no way relieve customers from their payment and other obligations to the Bank. The Bank provides no warranty or representation for any Product.
- c. The Bank shall in no event be liable for any dispute between the Reseller and the customer, or for any direct or indirect costs, expenses, losses or liabilities customers may incur or suffer arising from, or in connection with, the purchase of any Product.
- d. If the application for the Program is made with any false, inaccurate, incomplete, inapplicable information or if the customer does not maintain a good loan account record, including but not limited to non-punctual repayment or has any unsatisfactory credit record with the Bank, without prejudice to any other rights and remedies available to the Bank, the Bank reserves the right to terminate the provision of the Program to you without further notice The Bank reserves the right to recover any costs incurred in relation thereto.
- e. The Bank may modify, terminate or withdraw from the Program at any time and notwithstanding such termination or withdrawal, your repayment and other obligations to the Bank under the Loan Agreement shall remain unchanged unless otherwise notified in writing by the Bank. The Bank has the final decision at its discretion in all matters and disputes in relation to the Program. The Bank may vary these Terms and Conditions at our sole discretion. Unless the changes are not within our control, we shall give at least 60 days' notice to you for any significant changes to these Terms and Conditions, or facility terms, of the Facility, or any increase in the interest rate (other than due to a breach of the Terms and Conditions by you); and at least 30 days' notice to you for other changes which shall affect your liabilities and obligations. In other cases, we will give you reasonable notice. The Bank shall not be responsible or liable for any claim or liability in relation to use of the Program by customers or any other person.

#### 6. Miscellaneous

a. These Terms and Conditions are governed by Hong Kong Special Administrative Region.

- b. No person other than the loan applicant and the Bank 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.
- c. Terms defined in our Account Terms and the Loan Agreement shall have the same meanings when used herein, unless otherwise defined.
- d. In the event of inconsistency between these Terms and Conditions, the Approval Letter, the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products and the Account Terms, the prevailing order shall be as follows:
  - i. the Terms and Conditions of Revolving Credit Limit and Instalment Loan for WeLab Bank Subscribe+ for Apple Products;
  - ii. the Approval Letter;
  - iii. these Terms and Conditions; and
  - iv. the Account Terms.
- e. In the event of any inconsistencies between the English and Chinese version of these Terms and Conditions, the English version shall prevail.

To borrow or not to borrow? Borrow only if you can repay!

#### **Customer Declarations**

- 1. I understand that WeLab Bank Limited (the "**Bank**", "**you**") does not appoint any third parties to refer loan applications to it and I hereby confirm that this application was not referred by a third party under any beneficial arrangements.
- 2. I declare that I am currently employed and have not been delinquent in repaying any credit facilities with any financial institution, and I am not bankrupt; I have no intention to declare bankruptcy and I am not aware of any bankruptcy proceedings made against me at the time of application.
- 3. I declare that the loan applied must not be for the purposes of financing or refinancing Mortgage Loan(s), property financing or business cash flow purpose.
- 4. I authorise you to obtain any information about me from any necessary parties at any time for the purposes set out in the **Privacy Notice**.
- 5. I understand you will consider the credit report from TransUnion Limited. I authorize you to check my credit status with my information where you deem necessary. I understand that if I wish to access my credit report, I may contact TransUnion Limited on my own by phone.
- 6. I understand that you may require further information or supporting documents from me to process this application, and failure to provide any required information or documents may result in my application being rejected.
- 7. I consent to and authorize each of the Bank and WeLend Limited to disclose my credit-related information maintained by it (if any) to the other for the purposes of credit assessment and ascertaining the total credit exposure of you and your associated companies to me.

### **Responsible Borrowing**

I understand the reminders about Responsible Borrowing:

- I should have a clear understanding of my financial condition, daily expenses, and actual borrowing needs.
- I should assess my repayment ability and avoid over-borrowing.
- I should repay any outstanding balance on time to avoid overdue interest and late payment charge.
- To borrow or not to borrow? Borrow only if you can repay!

Version no.: WBL20230913

After pressing the "I've read and agree" button, I confirm that I have read, agreed, acknowledged and understood all the above undertakings and declarations. I acknowledged that the final approved terms applicable to the revolving credit facility (including the amount of the facility) is subject to the Bank's assessment of my application and sole discretion.