



VOCATIONAL TRAINING COUNCIL STUDENT VISA CARD APPLICATION FORM 職業訓練局學生VISA卡申請表格

To avoid a delay in the processing of your application, please complete all sections below in full.
Please complete this form in English (BLOCK LETTERS) and place a "V" in the appropriate box.
以下各項資料必須填寫，以免延誤處理。
申請人必須以英文正楷填寫表格及在適當方格內加上「V」號。

CHOICE OF CREDIT CARD 申請信用卡類別

Please "V" your choice of Credit Card. (Select one only) 請於所選之信用卡類別加上「V」號。(只可選擇一項)
Gold Card application is applicable for part-time student only and income proof is required. Minimum annual income requirement is HK\$80,000 for Gold Card.
金卡申請只適用於兼讀制學生，並需附上入息證明。金卡之基本申請資格為年薪HK\$80,000。

VISA Gold Card VISA金卡 VISA Classic Card VISA普通卡



Choice of Credit Card will be chosen by the Bank if no selection is made. 如沒有填上申請信用卡類別，本行將代為選擇。

If an applicant currently holds a card and applies for a card of the same type, the Bank reserves the right to issue another type of card. BEA may refuse to accept Gold Card application in light of applicant's individual circumstances. Please indicate if you would NOT accept Classic Card, otherwise the Bank will make the arrangement for you.

若客戶同時持有及申請同一類別之信用卡，本行有權批核另一類別之信用卡予客戶。在任何情況下，東亞銀行有權根據申請人之個別情況拒絕接納金卡之申請。請註明若閣下不願意接納普通卡，否則即代表閣下接納相應之安排。

No 不願意

CHOICE OF GIFT ITEM 禮品選擇

Remarks 註：

The offers are only available to customers who have not held a principal BEA Credit Card in the 6 months prior to the date of application (supplementary BEA Credit Cards or BEA Corporate Card excluded). Existing Cardholders of BEA Credit Card or co-branded / affinity card who arrange for new cards by changing their existing cards to a BEA co-branded university / college credit card, for whatever reason, will be ineligible to receive any welcome gifts.

如客戶曾於申請此東亞銀行信用卡前過往6個月內持有任何東亞銀行信用卡主卡(不包括東亞銀行信用卡附屬卡或東亞銀行公司卡)，將不獲贈迎新禮品。在任何情況下，透過現持有之東亞銀行信用卡或聯營卡轉為大學/學院信用卡而獲發卡者，將不獲贈迎新禮品。

If you do not indicate your choice or if you select more than one gift, you will receive 4 UA Cinemas Movie Vouchers as a welcome gift. Gift item cannot be changed once confirmed.

如閣下沒有選擇或選擇多於1項，你將自動獲贈UA院線電影禮券4張。禮品一經確認，恕不接受任何更改。

Please select a welcome gift below (select one only) 請選擇迎新禮品(只可選擇一項)

Choice 選擇	Welcome Gift 迎新禮品	Gift Redemption Method* 禮品換領方法*
<input type="checkbox"/>	4 UA Cinemas Movie Vouchers UA院線電影禮券4張 (70141)	Free 免費
<input type="checkbox"/>	agnès b. DÉLICES Special Edition Gift Set agnès b. DÉLICES特別版禮盒 (70142)	

To receive the welcome gift redemption letter, the Cardholder is required to spend at least HK\$1,800 on retail purchases and / or cash advances within 2 months from the date of card issuance.

客戶成功申請主卡後首2個月憑新卡零售發賬及/或現金透支滿HK\$1,800或以上，即可獲迎新禮品換領信。

PERSONAL DATA 個人資料

Applicant must be a Hong Kong resident aged 18 or above and taking full-time VTC award-bearing course for a duration of not less than 22 weeks or part-time VTC award-bearing course for a duration of not less than 300 hours at a member institution* of VTC.

申請人必須為年滿18歲之香港居民及在職業訓練局屬下院校*就讀由職業訓練局頒授學歷而為期不少於22星期的全日制或不少於300小時的兼讀制課程之學生。
(* Except some institutions 部份院校除外)

Mr. 先生 Mrs. 太太 Ms. 女士 Miss 小姐

Name in English as printed on HKID Card 香港身份證上之英文姓名 (in BLOCK LETTERS 請用正楷填寫)

Name in Chinese 中文姓名

Former Name / Other Name 前名 / 別名 (If any, please provide supporting documents 如有，請附上證明文件)

Date of Birth 出生日期

____/____/____ D 日 ____/____/____ M 月 ____/____/____ Y 年

HKID Card No. 香港身份證號碼
(Please enclose a copy 請附上副本)

Marital Status 婚姻狀況

Single 未婚 Married 已婚 Others 其他

Residential Address in English (Please complete in BLOCK LETTERS to avoid postal failure. P.O. box and overseas address are not accepted.)
住宅英文地址 (為避免郵遞上的錯誤，請以正楷填寫。郵政信箱及海外地址恕不接受。)

Room 室 _____ Floor 樓 _____ Block 座 _____

Building / Estate 大廈 / 屋苑 _____

Road / Street 街道 _____

District 地區 _____

_____ HK 香港 KLN 九龍 NT 新界

Please state your Permanent Address if it is different from the above Residential Address (e.g. China / overseas address for Chinese / overseas citizens) 倘若永久地址與住宅地址有所不同 (例如：內地 / 海外居民使用內地 / 海外地址作為永久地址)，請在下列填寫。

Years of Residence 居住年期 ____ Y 年 ____ M 月

Living with Parents 與父母同住 Quarters 宿舍 Owned 自置

Rented 租用 Applicant's Monthly Rent 申請人負責之每月租金 HK\$ _____

Mortgaged 按揭 Applicant's Monthly Instalment 申請人負責之每月供款 HK\$ _____

Residential Tel. No. 住宅電話號碼 _____ Mobile Phone / Pager No. 手提電話 / 傳呼機號碼 _____

Nationality 國籍 _____

(Overseas passport copy is required for Non-Hong Kong Permanent Residents 如客戶並非香港永久居民，請提供海外護照副本)

Citizenship 公民身份 _____

Residency Status 居民身份 _____

E-mail Address 電郵地址 _____

COURSE DATA 就讀課程資料

Institution 院校 _____

Course Title 課程名稱 _____

Year of Graduation 畢業年份 _____

Course Type 課程種類 Full Time 全日制 Part Time 兼讀制

SOURCE OF INCOME 入息來源資料

Loans 貸款 Grants 補助金 Scholarship 獎學金 Others 其他 _____

Full time / Part-time Employment (If you are an employee or self-employed, please fill in the following employment details)
全職 / 兼職 (若閣下是在職人士，請填寫以下的現職資料)

Company Name in English 公司英文名稱 _____

Office Address in English (Please complete in BLOCK LETTERS to avoid postal failure. P.O. Box and overseas address are not accepted.)
公司英文地址 (為避免郵遞上的錯誤，請以正楷填寫。郵政信箱及海外地址恕不接受。)

Room 室 _____ Floor 樓 _____ Block / Building 座 / 大廈 _____

Road / Street 街道 _____

District 地區 _____

_____ HK 香港 KLN 九龍 NT 新界

Office Tel. No. 公司電話號碼 _____

Nature of Business 業務性質 _____

Position 職位 _____

Monthly Income 每月收入 HK\$ _____ Years of Service 任職年期 _____

Previous Employer's Name in English 前受僱公司之英文名稱 _____

_____ Years of Service 任職年期 _____

DECLARATION AND SIGNATURE 聲明及簽署

1. I confirm that the information given above is true and complete in every material respect and I understand and acknowledge that if I provide any false or incorrect information hereunder, I may commit criminal offences in relation to deception and / or providing false information under the laws of Hong Kong. I authorize The Bank of East Asia, Limited ("BEA") to contact any necessary party for verification or further information at any time, including but without limitation to the conducting of credit checks on my credit information with any credit reference agency. I acknowledge that the use of the Card is subject to the terms and conditions and the subsequent amendment of the BEA Credit Cardholder Agreement (Personal Account) and the BEA Credit Card Instalment Programme, a copy of which is available upon request or will be sent to me together with my Card account information upon approval of this application. BEA reserves the right of approval for the issuance of the VTC Student VISA Card without providing reasons. The finance charge for university / college credit card is calculated on a daily basis at 2.5% per month for both retail purchases and cash advances, according to the Net Present Value (NPV) Method as specified in the Code of Banking Practice, the Annualised Percentage Rate (APR) for retail purchases and cash advances are 34.49% and 36.35% respectively. If the minimum payment due as specified on the statement is not received by BEA on or before the payment due date, BEA reserves the right to vary or increase the above interest rate to a rate specified by BEA from time to time.
本人證實以上各項資料均屬詳實。本人明白及接受如本人提供任何不正確或虛假資料，本人將可能觸犯香港有關欺騙及 / 或提供虛假資料之刑事罪行。本人並授權東亞銀行有限公司（「東亞銀行」）可向任何方面查詢或索取更多資料，包括但不限於向任何信貸資料機構索取有關本人之信貸資料以進行信貸審查。本人同意此信用卡之使用乃根據東亞銀行信用卡持卡人合約（私人賬戶）條款及細則及其後可能之修訂約束，此條款及細則可隨時向東亞銀行集團或會於此申請批核後隨卡 / 賬戶資料一併收到。東亞銀行將保留一切有關批核職業訓練局學生VISA卡之權利，而毋須申述理由。大學 / 學院信用卡之購物簽賬及現金透支財務費用均以月息2.5厘按日計算，根據銀行營運守則訂定之淨值法計算，其實際年利率分別為34.49厘及36.35厘。如東亞銀行於到期擔款日或之前仍未收到月結單上所示之最低付款額，東亞銀行有權更改或提高上述之息率至東亞銀行不時指定之息率。
2. I confirm that no credit card under my name issued by any financial institutions has been cancelled due to default in payment. I also confirm that I do not have any overdue payment exceeding 30 days in respect of any of my indebtedness (including but not limited to credit cards, mortgages, personal loans and other financial arrangements). I further confirm that no bankruptcy order has ever been made against me and I am neither in the process of petitioning for bankruptcy nor have any intention to do so.
本人確認本人名下由任何金融機構發出之信用卡從沒有因為欠賬而被取消。就本人的任何債務而言（包括但不限於信用卡、物業按揭、私人貸款及其他財務安排），本人確認並沒有拖欠賬款超過30天。本人再確認本人從沒有被頒佈破產令，亦沒有向法院申請破產或重組申請破產。
3. I hereby further give my consent to BEA that it may carry out matching procedures such as comparing data of me or other persons for credit checking or data verification, whether or not for the purpose of taking adverse action against me.
本人同意東亞銀行可進行核對程序例如對比本人或任何人的資料作信貸審查或資料驗證而無論其目的是否對本人作出不利行動。
4. I agree that BEA may use information from any credit reference bureau or agency to compare against the data provided by me for credit checking and BEA may verify data by making use of the information provided by any credit reference bureau or agency.
本人同意東亞銀行可使用任何信貸資料機構或公司所提供的資料與本人所提供的資料作信貸審查而東亞銀行可以使用任何信貸資料機構或公司所提供的資料去驗證本人所提供的資料。
5. I confirm that I have read and understood the Summary of the Major Terms and Conditions of The BEA Credit Cardholder Agreement and BEA's Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement.
本人證實本人已參閱及明白東亞銀行信用卡持卡人合約主要條款摘要及東亞銀行的個人資料（私隱）條例—個人資料收集（客戶）聲明。
6. I understand that in the event of any default in payment, unless the amount in default is fully repaid before the expiry date of 60 days from the date such default occurred, I shall be liable to have my account data retained by the credit reference agency for a period of up to 5 years after repayment in full.
本人明白如有拖欠賬款的情況出現，除非本人能於欠款日起計60天內全數清償所有欠款，否則信貸資料機構將由本人全數清償欠款之日起計的5年內保留有關本人戶口的資料。
7. I further understand that in the event this application is approved, I shall have the right to instruct BEA to request relevant credit reference agency to delete all my account data in relation to the account upon termination thereof by settlement in full, provided that there is no default in payment for a period in excess of 60 days on the account within 5 years immediately before account termination.
本人更明白如此申請被成功批核後，倘若本人的戶口在結束之前的5年內從未出現欠款期超過60天的欠款紀錄，本人有權指示東亞銀行向有關的信貸資料機構要求該戶口欠賬全數清還而結束時刪除全部有關本人戶口的資料。
8. I confirm that I have read and understood the Octopus Automatic Add Value Agreement and terms of application. (if applicable)
本人已參閱及明白八達通自動增值服務協議及申請條款（如適用）。
9. I acknowledge and agree that if I cancelled my university / college credit card within 24 months from the date of account opening, an administration fee of HK\$500 shall be charged to my relevant account.
本人知悉及同意如本人於新卡開戶後24個月內取消大學 / 學院信用卡，東亞銀行會在本人有關賬戶內扣除HK\$500之行政費用。
- 10. I confirm that BEA is not required to provide paper statement and I will obtain my statements through Cyberbanking and / or BEA Credit Card Customer Services Hotline regularly. Furthermore, I agree that the availability of statement in Cyberbanking or Customer Services Hotline shall be deemed the delivery of statements by BEA to me.
本人確認東亞銀行毋須提供紙張結單，本人會定期透過電子網絡銀行服務及 / 或東亞銀行信用卡客戶服務熱線索取賬戶結單。同時，本人同意於電子網絡銀行服務或客戶服務熱線取得之結單即確認為東亞銀行已將本人之結單傳達至本人。**

Signature of Applicant 申請人簽署 <div style="font-size: 2em; font-weight: bold; text-align: center;">X</div>	Date 日期
---	---------

In the event that the applicants would like to arrange ATM access to his / her BEA account(s) using the Credit Card, the signature on this application form must be the same as the specimen(s) on record for any related account(s).
如申請人選擇以此信用卡透過自動櫃員機操作其他東亞銀行賬戶，申請人於此表格上簽署式樣必須與其賬戶相同。

FOR BANK USE ONLY 銀行專用

COL-BR					
PID	PSIG	TR/ERR PSLIP	STID	PASSBOOK	ADD PROOF
SID	SSIG			STATEMENT	CK BY
BR	SE		MC	7014	
SALES CODE					

CC175 (07/2010)

Customer Services Hotline 客戶服務熱線：(852) 3608 6628
Application by Fax 傳真申請熱線：(852) 3608 6418

If applying by fax, please do not submit a duplicate application form. 如已傳真申請，請勿重覆郵寄。

Online Offer Terms and Conditions

- Ah Food Premium Set is only applicable to a new-to-bank customer (the "New Customer") who successfully applies for a principal BEA co-branded university / college credit card via the Internet on or before 31st January, 2011.
- The New Customer refers to a person who has not held a principal BEA Credit Card in the 6 months prior to the date of application. Holders of supplementary BEA Credit Cards and BEA Corporate Card are excluded from this programme. Existing Cardholders of BEA Credit Card or co-branded / affinity card who arrange for new cards by changing their existing cards to a BEA co-branded university / college credit card, for whatever reason, will be ineligible to receive any gifts.
- To qualify for the Ah Food Premium Set, the New Customer MUST 1) online apply or download the Application Form (MC7014) from www.hkbea.com and 2) fax the completed application form and required documents to 3608 6418 or mail the form and required documents to The Bank of East Asia, Limited, Central Operations Department, 30/F, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kowloon, Hong Kong.
- Gift redemption letter will be mailed to the New Customer's mailing address within 6 weeks after the issuance of the BEA co-branded university / college credit card. For redemption details, please refer to the redemption letter.
- Gift items are available while stocks last.
- The Bank of East Asia, Limited ("BEA") makes no representation or guarantee as to the quality and availability of the products, services, and / or information provided by the participating merchant. BEA shall not be liable for any matters arising from or in connection with the products, services, and / or information provided by the participating merchant. Customers should direct relevant queries and / or complaints to the relevant merchant.

Welcome Gift Terms and Conditions

- Welcome gift offers are valid until 31st January, 2011.
- To qualify for the welcome gift, the principal BEA co-branded university / college credit cardholder (the "Cardholder") is required to spend at least HK\$1,800 on retail purchases and / or cash advances within 2 months from the date of card issuance. Card spending excludes loan amounts in the Cash Instalment Plan, loan amounts in "Cash in Hand", "Cash in Hand" and cash advance handling and administration fees and interest, BEA Traveller's Card reload amounts, Octopus Automatic Add Value Service, casino transactions, foreign exchange, finance charges, reversed transactions, late charges, credit card annual fees, and any items determined by BEA. The Cardholder's entitlement to the welcome gift will be forfeited if he / she is unable to achieve the spending requirement within the specified period. Redemption details are as follows:

Gift	Redemption Method
4 UA Cinemas Movie Vouchers	Free
agnès b. DÉLICIES Special Edition Gift Set	

- Gift items are available while stocks last. In the event that a gift item is out of stock, or if no selection is made or more than one gift item is selected, BEA reserves the right to choose the welcome gift on behalf of the Cardholder.
- If the Cardholder chooses to redeem 4 UA Cinemas Movie Vouchers, the UA Cinemas Movie Vouchers will be mailed to the Cardholder's mailing address within 14 working days after he / she has fulfilled the spending requirement for the card. If the Cardholder chooses to redeem the agnès b. DÉLICIES Special Edition Gift Set, a redemption letter will be mailed to the Cardholder's mailing address within 6 working days after he / she has fulfilled the spending requirement for the card. The Cardholder will be able to receive the welcome gift for free with the redemption letter. Redemption details, including the redemption method, redemption centre address, and redemption deadline will be set out in the redemption letter.
- In the case of duplicate redemption or any fraud or abuse in relation to gift redemption, BEA reserves the right to debit an amount equal to the reference retail price of the welcome gift from the Cardholder's account without prior notice. The values of the welcome gifts are as follows: 4 UA Cinemas Movie Vouchers: HK\$240, agnès b. DÉLICIES Special Edition Gift Set: HK\$308.
- The retail prices specified for the welcome gifts are for reference only. BEA is not responsible for any matters arising from the reference retail prices or the difference between the reference retail prices and the actual retail prices in the market.
- BEA makes no representation or guarantee as to the quality and availability of the products, services, and / or information provided by the participating merchant. BEA shall not be liable for any matters arising from or in connection with the products, services, and / or information provided by the participating merchant. Customers should direct relevant queries and / or complaints to the relevant merchant.

General Terms and Conditions

- The offers are only available to customers who have not held a principal BEA Credit Card in the 6 months prior to the date of application. Holders of supplementary BEA Credit Cards and BEA Corporate Card are excluded from this programme. Existing Cardholders of BEA Credit Card or co-branded / affinity card who arrange for new cards by changing their existing cards to a BEA co-branded university / college credit card, for whatever reason, will be ineligible to receive any welcome gifts.
- The choice of gift item cannot be changed once confirmed on the application form or after redemption.
- Should the Cardholder cancel his / her principal BEA Credit Card within 24 months from the date of account opening, an administration fee of HK\$500 will be charged to the relevant account.
- BEA reserves the right to vary or cancel the promotional programme and / or amend or alter these Terms and Conditions at any time without prior notice. In the event of any dispute, the decision of BEA shall be final and conclusive.
- Unless otherwise stated, words and expressions as defined in the BEA Credit Cardholder Agreement (Personal Account) (the "Cardholder Agreement") will have the same meaning when used in these Terms and Conditions. For the avoidance of doubt, nothing in these Terms and Conditions will prejudice or affect the terms and conditions of the Cardholder Agreement. These Terms and Conditions will be in addition to the terms and conditions of the Cardholder Agreement.
- BEA reserves the sole right to approve or decline any BEA Credit Card application.
- Should there be any discrepancy between the English and the Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

網上優惠條款及細則

- 於2011年1月31日前透過網上成功申請東亞銀行大學 / 學院信用卡主卡之全新客戶 (「全新客戶」) 均可獲得樣表阿閣禮品套裝乙份。
- 全新客戶是指於申請東亞銀行大學 / 學院信用卡的日期前6個月內並未曾持有任何東亞銀行信用卡主卡 (不包括東亞銀行信用卡附屬卡及東亞銀行公司卡) 之客戶。在任何情況下, 透過現持有之東亞銀行信用卡或聯營卡轉換為大學 / 學院信用卡而獲發卡者, 將不獲贈任何禮品。
- 全新客戶必須1)於www.hkbea.com進行網上申請或下載申請表格(MC7014)及2)填妥後連同所需文件, 傳真至3608 6418或郵寄到(東亞銀行有限公司, 香港九龍觀塘道418號創紀之城五期東亞銀行中心30樓, 中央支援部), 方可獲贈樣表阿閣禮品套裝乙份。
- 禮品換領信將於東亞銀行大學 / 學院信用卡發出後6星期內寄往全新客戶之通訊地址。有關詳情, 請參閱換領信。
- 禮品數量有限, 送完即止。
- 東亞銀行有限公司 (「本行」) 不會對參與商戶提供的產品和服務的質素和供應量, 及 / 或其提供的資料作出任何陳述或保證。本行在任何情況下無須就參與商戶的產品、服務及 / 或資料引起或與其有關的事宜負上任何責任。如有查詢或投訴, 客戶應直接聯絡參與商戶。

迎新禮品條款及細則

- 迎新禮品優惠有效期至2011年1月31日。
- 成功申請東亞銀行大學 / 學院信用卡主卡之客戶 (「客戶」) 須於發卡後首2個月憑新卡零售簽賬及 / 或現金透支滿HK\$1,800, 方可獲享迎新禮品。簽賬不包括現金分期供款金額、[「好用錢」] 供款金額、[「好用錢」] 及現金透支手續費、行政費及利息費用、東亞銀行旅遊卡增值金額、八達通自動增值款項、籌碼兌換、外幣兌換、財務費用、簽賬更正、逾期費用、信用卡年費及任何由本行指定之項目。如客戶未能於指定期內達到所需簽賬要求, 將不獲贈任何迎新禮品。換領詳情如下:

禮品	換領方法
UA院線電影禮券4張	免費
agnès b. DÉLICIES特別版禮盒	

- 禮品數量有限, 送完即止。若客戶所選之禮品換罄、沒有填上禮品選擇或選擇超過1款禮品, 本行有權以另1款禮品代替。
- 如客戶選擇UA院線電影禮券4張作為迎新禮品, UA院線電影禮券將於本行確認主卡客戶符合信用卡簽賬要求後14個工作天內寄往主卡客戶之通訊地址。如客戶選擇agnès b. DÉLICIES特別版禮盒作為迎新禮品, 禮品換領信將於本行確認主卡客戶符合信用卡簽賬要求後6個工作天內寄往主卡客戶之通訊地址。客戶可憑換領信按換領要求免費換領禮品。有關換領方法、換領中心地址及換領截止日期等詳情, 可參考由本行發出的禮品換領信。
- 對於任何重複換領禮品或進行欺詐或不被認可交易的客戶, 本行將保留於其信用卡賬戶根據參考售價扣除該迎新禮品價值之權利而無須事先通知。迎新禮品的價值如下: UA院線電影禮券4張: HK\$240; agnès b. DÉLICIES特別版禮盒: HK\$308。
- 迎新禮品的售價只供參考。對於任何因參考售價引起的事宜以及其與市場上真正售價的差異, 本行恕不負責。
- 本行不會對參與商戶提供的產品和服務的質素和供應量, 及 / 或其提供的資料作出任何陳述或保證。本行在任何情況下無須就參與商戶的產品、服務及 / 或資料引起或與其有關的事宜負上任何責任。如有查詢或投訴, 客戶應直接聯絡參與商戶。

一般條款及細則

- 如曾於申請此東亞銀行信用卡前過往6個月內持有任何東亞銀行信用卡主卡 (不包括東亞銀行信用卡附屬卡及東亞銀行公司卡), 將不獲贈迎新禮品。在任何情況下, 透過現持有之東亞銀行信用卡或聯營卡轉為大學 / 學院信用卡而獲發卡者, 將不獲贈迎新禮品。
- 禮品一經在申請表上確認或換領, 本行恕不接受任何更改。
- 如客戶於開卡後24個月內取消東亞銀行信用卡主卡, 本行將會在有關賬戶內扣除HK\$500之行政費用。
- 本行有權隨時更改此推廣優惠及 / 或修訂此條款及細則而毋須預先通知; 如有任何爭議, 本行保留最終決定權。
- 除非另有指示, 此等條款及細則所使用之詞彙及句式應被視為與東亞銀行信用卡持卡人合約 (私人賬戶) (「持卡人合約」) 內容相同。此等條款及細則並不對持卡人合約之條款及細則構成任何損害或影響。此等條款及細則乃為補充持卡人合約之條款及細則而定。
- 本行保留對東亞銀行信用卡申請之最終審批權。
- 上述條款及細則的中文版本僅供參考之用。此條款及細則的中英文版本如有歧異, 以英文版本為準。

Octopus Automatic Add Value Agreement



1. This Agreement is effective from 3 November 2008.

Introduction

2. This Automatic Add Value Agreement is a contract between you, the user of our Automatic Add Value Service (whether as an Octopus Holder or as an AAVS Account Holder), and us, Octopus Cards Limited, the issuer of the Octopus card or product ("product" means a consumer item incorporating our technology such as watch, phone cover, keyring etc.) which we will refer to as Octopus below, in respect of the use of our Automatic Add Value Service.

3. This Agreement explains our obligations to you and yours to us when applying for and using our Automatic Add Value Service.

Definitions and General Provisions

4. There are a few terms we used in this Agreement that we should explain:

- "AAVS Account" means the account to which your Automatic Add Value Service is linked, as defined or specified in the relevant Application Form or such other account as notified to us by the Financial Institution or by the AAVS Account Holder from time to time;
- "AAVS Account Holder" means the holder(s) of the AAVS Account;
- "Application Form" means an application for the Automatic Add Value Service whether this is (i) an Octopus Automatic Add Value Service Application Form, (ii) a Personalised Octopus Application Form or (iii) any other form containing an application for this service;
- "Automatic Add Value Service" means the service whereby we or our Service Providers, on our behalf, will automatically add a certain amount of value (as determined by us from time to time) to the Octopus if the value stored in the Octopus has reached a certain minimum level as determined by us from time to time;
- "Authorised Service Centre" is an entity that we have authorised to service an Octopus on our behalf;
- "Bank Issued Octopus" means a card or product with Octopus function issued by a bank or financial services company authorised by us and subject to the terms and conditions of the cardholder agreement of that issuing bank or financial services company;
- "Conditions of Issue" means the Conditions of Issue of Octopus published by us as amended from time to time;
- "Deposit" means the deposit paid as security for the Octopus as described in the Conditions of Issue;
- "Financial Institution" means the company that manages the AAVS Account, usually a bank or credit card company;
- "Octopus" has the meaning as defined in the Conditions of Issue;
- "Octopus Holder" means a user of an Octopus who may be an AAVS Account Holder or his/her family and friend(s) who have applied to link their Octopus to the AAVS Account;
- "Octopus Payment System" means the payment system maintained and operated by us;
- "Our Account" means any bank account specified by us to the Financial Institution from time to time;
- "Service Providers" means organisations participating in the Octopus Payment System whose goods and services may be paid for through the Octopus; and
- "value" means the electronic value recognised by the Octopus Payment System.

5. In the event that the AAVS Account Holder and the Octopus Holder are different persons, the AAVS Account Holder and the Octopus Holder shall be jointly and severally liable to us under this Agreement, including but without limitation, in respect of all value added to the Octopus by the Automatic Add Value Service, unless the Octopus Holder is a minor or otherwise does not have full legal capacity.

6. The Octopus Holder agrees to be bound by the Conditions of Issue. If there is any conflict between this Agreement and the Conditions of Issue, this Agreement shall prevail.

7. The Chinese translation of this Agreement is provided for reference only. In case of any discrepancy between the English version and the Chinese translation, the English version shall prevail.

Automatic Add Value Service

- 8. We shall be entitled to charge a fee to the AAVS Account Holder and the Octopus Holder for application of the Automatic Add Value Services in respect of their Octopus. The fee will be determined and announced by us from time to time.
- 9. The Automatic Add Value Service is available to any Octopus Holder upon a minimum age which we will announce from time to time. However, in exceptional cases, we reserve the right to reject any application for the Automatic Add Value Service without giving any reason.
- 10. The Octopus Holder must not transfer his/her Octopus to another person once the Automatic Add Value Service has been applied for and has not been cancelled in respect of that Octopus.
- 11. Under normal circumstances, we will make reasonable efforts to ensure that the Automatic Add Value Service is operating, but we cannot guarantee that this will always be the case as it depends on the Financial Institutions' and Service Providers' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.
- 12. We reserve the right to cancel or suspend your Automatic Add Value Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
- 13. We shall be entitled to set the amount of value that may be added to the Octopus by the Automatic Add Value Service in any single day or during any period.
- 14. We shall take reasonable steps to ensure that our records of the transactions relating to the Octopus are true and accurate. Our records shall be conclusive evidence of the value added to the Octopus by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and the Octopus Holder to us except for any manifest error on our part.

Direct Debit

- 15. For any value added to the Octopus by means of the Automatic Add Value Service, the same amount in Hong Kong dollars shall be due from the AAVS Account Holder and the Octopus Holder to us immediately.
- 16. We shall be entitled to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account the amount of money stated by us to be due from the AAVS Account Holder and the Octopus Holder to us at any time, and the AAVS Account Holder shall authorise the Financial Institution to comply with such instructions.
- 17. We shall not be liable for any fees or charges that the Financial Institution may impose on the AAVS Account Holder and the same shall be borne by the AAVS Account Holder.
- 18. The AAVS Account Holder and the Octopus Holder shall ensure that there are always sufficient funds in, or credit facilities available upon, the AAVS Account to enable the Financial Institution to comply with the instructions from us in respect of the AAVS Account.
- 19. We reserve the right to charge the AAVS Account Holder and the Octopus Holder a reasonable fee for providing the Automatic Add Value Service.

Dishonoured Instructions

- 20. If the Financial Institution fails to comply with our instructions in relation to the AAVS Account because there are insufficient funds in, or credit facilities available upon, the AAVS Account, or for any other reason:-
 - (a) the AAVS Account Holder and the Octopus Holder shall on demand repay any amount due from the AAVS Account Holder and the Octopus Holder to us; and
 - (b) we shall be entitled to charge the AAVS Account Holder and the Octopus Holder a reasonable administration fee and to apply the remaining value in the Octopus, if any, in or towards payment of any amount of money due from the AAVS Account Holder and the Octopus Holder to us (including the administration fee).
- 21. If the value in the Octopus is insufficient to pay the amount of money due from the AAVS Account Holder and the Octopus Holder to us, we shall be entitled to immediately cancel the Octopus and the Automatic Add Value Service and forfeit the Deposit, if applicable, without notice to the AAVS Account Holder or the Octopus Holder.

Cancellation of the Automatic Add Value Service

- 22. The AAVS Account Holder and the Octopus Holder (other than a holder of a Bank Issued Octopus who should refer to Clause 22A below) may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. If accepted, we will then instruct the AAVS Account Holder and the Octopus Holder to present their Octopus to any of the designated Authorised Service Centres for the disabling of the Automatic Add Value Service on the Octopus. The cancellation will be effective upon the Octopus being disabled at the designated Authorised Service Centre.
- 22A. If you hold a Bank Issued Octopus, subject to the terms of the cardholder agreement between you and the issuing bank or financial services company, you or the issuing bank or financial services company may request for cancellation of your Bank Issued Octopus. Once notified by the issuing bank or financial services company, we will cancel the Automatic Add Value Service on the Bank Issued Octopus.
- 23. The AAVS Account Holder and the Octopus Holder shall be liable for all amounts due to us through the use of the Automatic Add Value Service on or before the effective cancellation of such Automatic Add Value Service. We shall be entitled, before and/or after the effective cancellation of the Automatic Add Value Service of an Octopus, to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account any amount of money due to us as a result of the Automatic Add Value Service transactions carried out before the effective cancellation of such Automatic Add Value Service.
- 24. We reserve the right to charge the AAVS Account Holder and the Octopus Holder a reasonable administration fee for the cancellation of the Automatic Add Value Service.

Indemnity

25. The AAVS Account Holder and the Octopus Holder agree to indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses which may be taken against us or which we may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any instructions given by us to the Financial Institution in respect of the AAVS Account unless the same were caused by any manifest error on our part.

Risks and Liabilities

- 26. If, except for any manifest error on our part, the Financial Institution transfers from the AAVS Account to Our Account an amount greater than the actual amount due from the AAVS Account Holder and the Octopus Holder to us, we shall not be liable for any loss or damage arising therefrom.
 - (a) Subject to Clause 41 below, we shall only be liable to refund the excess amount to the AAVS Account Holder.
- 27. Subject to Clause 26 above, we shall not be liable for any act, conduct, omission or negligence of the Financial Institution or its employees or agents unless the same is done or omitted to be done in accordance with the specific instructions from us.
- 28. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the AAVS Account Holder and the Octopus Holder shall be liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.
- 29. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.
- 30. We shall be entitled to assign or otherwise transfer any debts due to us from the AAVS Account Holder and the Octopus Holder to any persons or companies ("Assignees"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.

Lost Octopus

- 31. All users of the Automatic Add Value Service are provided with the lost Octopus service. If the Octopus Holder loses the Octopus or if the Octopus has been stolen, he/she shall notify us immediately except where your Octopus is a Bank Issued Octopus, you should contact the issuing bank or financial services company. We will then cancel and disable the Octopus after a specific period of time ("Notification Period") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the Octopus is effected, it cannot be reversed. This lost Octopus service will protect the AAVS Account Holder and the Octopus Holder from the loss of the remaining value and any value added through the Automatic Add Value Service on the Octopus after the expiry of the Notification Period.
- 32. If the Octopus is cancelled pursuant to Clause 31 above, we will refund to the Octopus Holder the Deposit, if applicable, and the remaining value, if any, on the Octopus as recorded in the Octopus Payment System at the end of the Notification Period. We may charge the Octopus Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost Octopus service. The fee will be deducted from the refund of the remaining value on the Octopus, if any, or payable by the Octopus Holder.

Personal Data

Notice (this "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- 33. It is necessary for each of the AAVS Account Holder and the Octopus Holder to provide his/her personal data to us from time to time in connection with obtaining or continuing to use the Automatic Add Value Service.
- 34. If the AAVS Account Holder and/or the Octopus Holder is unable or unwilling to provide such correct data, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.
- 35. Each of the AAVS Account Holder and the Octopus Holder agrees that his / her personal data provided to us relating to the application for and the use of the Automatic Add Value Service may be used for the following purposes:-
 - (a) processing the application for the Automatic Add Value Service;
 - (b) collecting money due from the AAVS Account Holder and the Octopus Holder, whether from the AAVS Account or otherwise;
 - (c) verifying any financial, credit and other information and records relating to the AAVS Account Holder and the Octopus Holder;
 - (d) enforcing and exercising our rights under this Agreement;
 - (e) the normal management, operation and maintenance of the Octopus Payment System, including audit;
 - (f) designing new or improved services provided by us, our subsidiaries and our affiliates (that is, any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) for customers' use;
 - (g) marketing of goods and/or services by us, our subsidiaries, our affiliates or any of our selected business partners. We, our subsidiaries, our affiliates or any of our selected business partners may need to carry out matching procedure (as defined in the Ordinance) to enable us to better understand characteristics of the AAVS Account Holder and/or the Octopus Holder, and to provide other services better tailored to their needs (such as offering special birthday promotions to them), to assist us in selecting goods and services that are likely to be of interest to the AAVS Account Holder and/or the Octopus Holder and to establish whether they already have a relationship with our selected business partners;
 - (h) communication by us to the AAVS Account Holder and/or the Octopus Holder;
 - (i) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (j) prevention or detection of crime;
 - (k) disclosure as required by law;
 - (l) as a source of information and data for transport and other services in general; and
 - (m) other related purposes.
- 36. Data held by us relating to the AAVS Account Holder/Octopus Holder is kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purposes set out in Clause 35 above, we may transfer or disclose such information to the following parties (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")):
 - (a) any relevant Service Providers under a duty of confidentiality to us;
 - (b) any agent, contractor or third party service provider (under a duty of confidentiality to us) who provides administrative, telecommunications, computer, payment, data processing or other services in connection with the operation of our business (such as debt collection agencies or credit reference agencies);
 - (c) any other person under a duty of confidentiality to us including our subsidiaries, affiliates or business partners; and
 - (d) any person to whom we, our subsidiaries, affiliates or business partners in (c) above, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.
- 37. Each of the AAVS Account Holder and the Octopus Holder has the right to:
 - (a) check whether we hold data about the AAVS Account Holder/Octopus Holder and to have access to that data;
 - (b) request us to correct any data relating to the AAVS Account Holder/Octopus Holder which is inaccurate;
 - (c) ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
 - (d) request us not to use the personal data of the AAVS Account Holder/Octopus Holder for direct marketing purposes, which we will cease to do at no cost to the AAVS Account Holder/Octopus Holder.
- 38. We reserve the right to charge the AAVS Account Holder/Octopus Holder a reasonable fee for processing any request for access to his/her personal data.
- 39. Any request for access to data or correction of data or for information regarding our policies and practices and kinds of data held by us should be made in writing addressed to:
 - The Data Protection Officer,
 - Octopus Cards Limited,
 - PO Box 38170,
 - Hing Fat Street Post Office,
 - Hong Kong.
- If you do not want to receive marketing materials from us in the future, you may write to us at the above address or call Octopus Customer Hotline on 2266 2222.
- 40. Nothing in this Notice shall limit the rights of the AAVS Account Holder/Octopus Holder under the Ordinance.

Deductions by Mistake

- 41. Each of the AAVS Account Holder and the Octopus Holder must ensure that the AAVS Account Holder shall:-
 - (a) keep himself/herself promptly informed of all transactions relating to the AAVS Account, which will involve examining each statement issued by the Financial Institution in respect of the AAVS Account or, if the Financial Institution does not issue statements in respect of the AAVS Account, updating and examining the passbook for the AAVS Account regularly, unless he/she has some other effective means of monitoring transactions on such account; and
 - (b) notify us within 12 months of the day of any debit from the AAVS Account to Our Account if he/she claims that we were not entitled to debit the relevant amount from the AAVS Account. After such period, neither the AAVS Account Holder nor the Octopus Holder shall make any claim that we were not relevant amount from the AAVS Account unless:-
 - (i) we failed to exercise reasonable skill and care in respect of any such debit; or
 - (ii) any such debit arose from any manifest error on our part.

Termination

42. This Agreement shall terminate when the Automatic Add Value Service is cancelled in accordance with Clauses 12, 21, 22 or 22A above, but such termination shall not affect the rights and obligations of the parties accrued prior to the termination.

Changes to this Agreement

43. We may amend this Agreement from time to time. We shall notify the AAVS Account Holder and the Octopus Holder by giving them written notice of the change(s) or, as we shall at our absolute discretion determine, by publishing a notice of the change(s) in one Chinese and one English language newspaper, at least 30 days before such amendment is to take effect. We shall provide the AAVS Account Holder and the Octopus Holder with a copy of the latest version of this Agreement upon request. The latest version of this Agreement will also be available on our website. If the Octopus Holder uses the Octopus after any amendment to this Agreement shall have taken effect, that amendment shall be deemed to have been accepted by the AAVS Account Holder and the Octopus Holder.

Governing Law

44. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong.

Octopus Customer Hotline: 2266 2222



八達通自動增值協議

1. 本協議於2008年11月3日起生效。

簡介

2. 本自動增值協議乃閣下(即本公司自動增值服務的使用者,不論是八達通持有人或自動增值服務賬戶持有人,與本公司,八達通卡有限公司,訂立關於使用本公司自動增值服務的合約。本公司乃八達通卡或產品〔產品〕,即含有本公司科技的消費品項目,如手錶、手機殼及匙扣等)(以下稱爲「八達通」)的發行商。
3. 本協議說明在申請及使用自動增值服務時,本公司須向閣下承擔的義務,以及閣下須向本公司承擔的義務。

釋義與連則

4. 本協議所用的部分詞語說明如下。
 - 「自動增值服務賬戶」指有關申請表上指定與自動增值服務連繫之閣下賬戶,或由金融機構或自動增值服務賬戶持有人不時通知本公司的其他賬戶;
 - 「自動增值服務賬戶持有人」指自動增值服務賬戶的持有人;
 - 「申請表」指自動增值服務申請表,不論是(i)八達通自動增值服務申請表,(ii)個人八達通申請表或(iii)載有此項服務申請表的任何其他表格;
 - 「自動增值服務」指在八達通的儲值達到本公司不時釐定的若干最低款額時,本公司或代表本公司的服務供應商將會在該八達通上增加某個金額的儲值的服務(該增值金額將由本公司不時釐定);
 - 「認可服務中心」指獲本公司認可代表本公司提供八達通服務的機構;
 - 「銀行發行版八達通」指由本公司授權之銀行或金融服務公司所發行,具有八達通功能的卡或產品;該卡或產品受發卡銀行或金融服務公司的持卡人協議的條款及細則所約束。
 - 「發卡條款」指本公司不時修訂並刊發的八達通發卡條款;
 - 「按金」指按發卡條款所支付的按金,作為八達通的保證金;
 - 「金融機構」指管理自動增值服務賬戶的公司,通常是銀行或信用卡公司;
 - 「八達通」的涵義以發卡條款內列明之定義為準;
 - 「八達通持有人」指自動增值服務賬戶持有人,或其已申請將八達通與自動增值服務賬戶連繫的家人或朋友;
 - 「八達通收費系統」指本公司維持及運作的收費系統;
 - 「本公司賬戶」指任何本公司不時向金融機構指定的本公司銀行賬戶;
 - 「服務供應商」指參予八達通收費系統,並通過八達通支付其貨品及服務貨款的機構;及
 - 「儲值」指八達通收費系統所確認的電子儲值。
5. 如自動增值服務賬戶持有人與八達通持有人並非同一人,則自動增值服務賬戶持有人與八達通持有人須根據本協議共同及個別地向本公司承擔責任,包括(但不限於)自動增值服務在八達通上所增加的儲值,除非八達通持有人是未成年或未獲法律行為能力的人。
6. 八達通持有人同意遵守發卡條款。若本協議與發卡條款之間有任何抵觸,應以本協議為準。
7. 本協議的中文譯本僅供參考。若英文本與中文譯本之間有任何歧義,則以英文本為準。

自動增值服務

8. 如自動增值服務賬戶持有人及八達通持有人為其八達通申請自動增值服務,本公司將有權向自動增值服務賬戶持有人及八達通持有人收取費用。本公司將會不時釐定及公佈有關費用。
9. 凡年齡在本公司不時公佈之最低年齡以上的人士,均可使用自動增值服務。然而,在特殊情況下,本公司保留無需給予任何理由而不接受任何自動增值服務申請的權利。
10. 八達通持有人於申請自動增值服務後及於該服務有效期間,不得將其八達通轉讓予其他人。
11. 在正常情況下,本公司將會盡力確保自動增值服務運作如常,但關於自動增值服務之運作須視乎金融機構及服務供應商的本身系統及運作,以及網絡、電力、氣候及其他條件及情況而定,而有關係因素超越本公司的控制範圍,故本公司不能對此作出保證。
12. 本公司將保留無須說明理由而取消或暫停閣下的自動增值服務的權利,但本公司將會採取合理措施,藉以減低對閣下造成的不便。
13. 本公司可全權決定限制自動增值服務在任何一天或任何期間內為八達通儲值的金額。
14. 本公司將會採取合理措施,確保本公司與八達通有關的交易紀錄均屬真實準確。本公司的紀錄,將作為自動增值服務為八達通所增加的儲值金額及自動增值服務賬戶持有人及八達通持有人所欠本公司的款項的確證,除非有關紀錄存在明顯的錯誤。

直接提款

15. 當八達通透過自動增值服務儲值後,自動增值服務賬戶持有人及八達通持有人即欠下本公司相同金額的港元。
16. 本公司有權直接指示金融機構或通過本公司委託的任何金融機構將自動增值服務賬戶持有人及八達通持有人所欠本公司的款項從自動增值服務賬戶轉入本公司賬戶,而自動增值服務賬戶持有人須授權金融機構遵從有關指示。
17. 對於金融機構向自動增值服務賬戶持有人所收取的任何費用或收費,本公司概不承擔責任,自動增值服務賬戶持有人須承擔有關費用及收費。
18. 自動增值服務賬戶持有人及八達通持有人須確保自動增值服務賬戶備有足夠金額或信貸安排,讓金融機構能遵從本公司就該自動增值服務賬戶所發出的指示。
19. 本公司保留就提供自動增值服務向自動增值服務賬戶持有人及八達通持有人收取合理費用的權利。

無法履行指示

20. 若由於自動增值服務賬戶內未有足夠金額或信貸安排或其他原因,導致金融機構未能遵從本公司就該自動增值服務賬戶發出的指示,則:
 - (a) 自動增值服務賬戶持有人及八達通持有人須即時償還自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項;
 - (b) 本公司有權向自動增值服務賬戶持有人及八達通持有人收取合理手續費及將八達通內的餘額(如有的話)用作支付自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項(包括有關手續費在內)。
21. 若八達通內的儲值不敷支付自動增值服務賬戶持有人及八達通持有人所欠本公司的款項,則本公司有權即時將八達通及自動增值服務及沒收按金(如適用),並毋須通知自動增值服務賬戶持有人或八達通持有人。

取消自動增值服務

22. 自動增值服務賬戶持有人及八達通持有人(如屬銀行發行版八達通持有人,請參考以下第22A條)可聯絡本公司或金融機構,申請取消自動增值服務。如本公司接納申請,將會指示自動增值服務賬戶持有人及八達通持有人,將其八達通送交任何指定認可服務中心,以便辦理取消該八達通的自動增值服務。在指定認可服務中心完成取消手續後,取消自動增值服務即告生效。
- 22A. 閣下將有銀行發行版八達通,閣下或發卡銀行或金融服務公司可根據閣下與發卡銀行或金融服務公司之間持卡人協議條款,申請註銷閣下的銀行發行版八達通的自動增值服務。當接獲發卡銀行或金融服務公司的通知,我們將註銷有關銀行發行版八達通的自動增值服務。
23. 自動增值服務賬戶持有人及八達通持有人須承擔取消自動增值服務生效之時或之前因使用自動增值服務而欠本公司的款項,在取消任何八達通的自動增值服務生效之前及/或之後,本公司均有權直接指示金融機構或通過本公司委任的任何其他金融機構,從自動增值服務賬戶內扣除取消自動增值服務生效之前進行自動增值服務交易而須付給本公司的所有款項,並將該款項轉入本公司賬戶。
24. 本公司保留為處理取消自動增值服務的事宜向自動增值服務賬戶持有人及八達通持有人收取合理手續費的權利。

彌償

25. 自動增值服務賬戶持有人及八達通持有人同意就本公司因向金融機構發出自動增值服務賬戶有關的任何指示而蒙受、承受或產生(視乎情況而定)的一切訴訟、法律程序、債務、申索、損失、損害及合理費用及支出向本公司作出彌償,除非上述是因本公司明顯犯錯所致,則作別論。

風險與責任

26. 如非由於本公司明顯犯錯之原因,金融機構從自動增值服務賬戶轉賬到本公司賬戶的金額超過自動增值服務賬戶持有人及八達通持有人須付給本公司的實際金額,本公司概不為因而產生的任何損失或損害承擔責任。在不抵觸下文第41條的情況下,本公司只將有關差額款項退還自動增值服務賬戶持有人。
27. 在不抵觸上文第26條的情況下,對於金融機構或其僱員或代理人的任何作為、行為、遺漏或疏忽,本公司概不負責,除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者,則作別論。
28. 本公司有權採取適當的行動,藉以執行或行使本協議規定的本公司權利,而自動增值服務賬戶持有人及八達通持有人須全數彌償本公司因任何有關費用及支出(包括一切合理費用及支出)。
29. 本公司有權轉讓任何人士或公司執行或行使本協議規定的本公司權利,對於有關人士或公司(除指對本公司外)或其各自僱員的任何作為、行為、遺漏或疏忽,本公司概不承擔責任或負責,除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者,則作別論。
30. 在本公司遵守所有適用於轉讓權的相關法律、法規及守則的情況下,本公司有權向任何人士或公司(“承讓人”)轉讓或以其他方式轉移自動增值服務賬戶持有人及八達通持有人所欠本公司任何款項,本公司毋須為承讓人所作出的任何行為負上法律責任。

報失八達通

31. 所有自動增值服務客戶,均應提供八達通報失服務。如八達通持有人遺失八達通,或八達通被竊,該持有人須立即通知本公司;但如閣下的八達通屬銀行發行版八達通,則應聯絡發卡銀行或金融服務公司。在本公司收到失卡報告後,本公司將會在指定的期間(「通知期間」)之後,取消及停用該八達通。本公司將會不時規定及公佈有關通知期間。在八達通取消之後,該八達通將無法重新使用。此項八達通報失服務可保障自動增值服務賬戶持有人及八達通持有人的八達通尚有餘額以及經自動增值服務儲值之款項在通知期間內以免受損失。
32. 若根據上文第31條的規定取消八達通,本公司會根據八達通收費系統於通知期間結束之時的紀錄,將八達通的按金(如適用)及餘額(如有)退還八達通持有人。本公司有權為提供此項八達通報失服務而收取本公司不時釐定及公佈的合理收費。該收費將於八達通餘額的款項中扣除,或由八達通持有人支付。

個人資料

33. 關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)
34. 如欲獲得或繼續使用自動增值服務,每位自動增值服務賬戶持有人及八達通持有人需向本公司提供本公司不時需要的自動增值服務賬戶持有人的個人資料。
35. 若自動增值服務賬戶持有人及/或八達通持有人不能或不願提供有關正確資料,本公司將無法向自動增值服務賬戶持有人及/或八達通持有人提供自動增值服務。
36. 每位自動增值服務賬戶持有人及八達通持有人同意,為申請及使用自動增值服務而向本公司提供的個人資料,均將作為以下用途:
 - (a) 處理自動增值服務的申請;
 - (b) 收取自動增值服務賬戶持有人及八達通持有人所欠款項,不論在自動增值服務賬戶收取或以其他方式收取亦然;
 - (c) 進行任何自動增值服務賬戶持有人及八達通持有人有關的財務、信貸及其他資料及紀錄的核實工作;
 - (d) 執行及行使本協議規定的本公司權利;
 - (e) 八達通收費系統的正常管理、運作及保養,包括審計在內;
 - (f) 設計本公司、其附屬公司及聯屬公司(即直接或間接控制本公司、本公司所控制或與本公司隸屬同一控制權的任何其他實體)供客戶使用而提供的新服務,或改善現有服務;
 - (g) 推廣本公司、其附屬公司、聯屬公司或任何指定商務夥伴的貨品及/或服务,本公司、其附屬公司、聯屬公司或任何指定商務夥伴可能需要進行核對程序(詳見該條例釋義);藉此讓本公司更明白閣下的特質及提供更滿足閣下需要的其他服務(如提供特別生日推廣活動給予閣下),協助本公司選擇閣下可能有興趣的貨品及服務,以及確立閣下與本公司指定商務夥伴是否已建立關係;
 - (h) 本公司與閣下進行通訊;
 - (i) 調查投訴、僑受懷疑的可疑交易及研究服務改善措施;
 - (j) 防止及偵測罪行;
 - (k) 根據法例作出披露;
 - (l) 概括地作為交通或其他服務的資料或數據來源;及
 - (m) 其他相關用途。
37. 本公司會將其持有自動增值服務賬戶持有人/八達通持有人有關的資料保密,但自動增值服務賬戶持有人及八達通持有人同意,基於上文第35條列出之目的,本公司可將有關資料轉移或披露予下述各方(不論位於香港特別行政區(「香港」)境內或境外亦然):
 - (a) 任何對本公司有保密責任的有關服務供應商;
 - (b) 任何對本公司有保密責任的代理人、承辦商或提供與本公司業務運作有關的行政、電訊、電腦、付款、數據處理或其他服務的第三方服務供應商(例如追討欠債公司或信貸資料庫);
 - (c) 任何對本公司有保密責任的其他人,包括本公司的附屬公司、聯屬公司或商務夥伴;及
 - (d) 本公司、其附屬公司、聯屬公司或上文(c)段所載的商務夥伴根據任何法例、規則及規例(包括獲轉移資料的香港境外國家地區的法例、規則及規例)具有約束力責任向其作出披露的人,但有關披露須有正式權限方可作出。
38. 每位自動增值服務賬戶持有人及八達通持有人有權:
 - (a) 查核本公司是否有自動增值服務賬戶持有人/八達通持有人有關的資料及查閱該等資料;
 - (b) 要求本公司改正任何關於自動增值服務賬戶持有人/八達通持有人的不正確資料;
 - (c) 查詢本公司就處理個人資料有關的政策及慣例和獲告知本公司持有其個人資料的類別;及
 - (d) 要求本公司不要使用自動增值服務賬戶持有人/八達通持有人的個人資料作直接推廣用途,本公司將會停止有關活動,並不會向自動增值服務賬戶持有人/八達通持有人收取任何費用。
39. 本公司保留就處理查閱任何自動增值服務賬戶持有人/八達通持有人的個人資料的要求而向自動增值服務賬戶持有人及八達通持有人收取合理費用的權利。
40. 任何關於查閱或改正資料,或查詢有關本公司的資料政策及慣例或本公司持有的資料類別等要求,請以書面向下列人士提出:
 - 資料保護主任
 - 八達通卡有限公司
 - 香港興發街郵政局郵箱38170號

- 如閣下將來不希望收取來自本公司的市場推廣函件,請致函以上人士或致電八達通顧客服務熱線2266 2222。
41. 本通知不會限制自動增值服務賬戶持有人/八達通持有人在該條例下所享有的權利。

錯誤扣除款項

42. 每位自動增值服務賬戶持有人及八達通持有人必須確保自動增值服務賬戶持有人:
 - (a) 經常及時知悉自動增值服務賬戶的所有交易賬項,包括核對金融機構發出的每份自動增值服務賬戶結單,或(如金融機構並無發出自動增值服務賬戶結單)定期補記及核對自動增值服務賬戶存摺的賬項,除非有其他更有效方法監察該賬戶的交易賬項,則作別論;及
 - (b) 若自動增值服務賬戶持有人聲稱本公司無權在自動增值服務賬戶扣除任何款項轉往本公司賬戶,則可有有關支賬日期起計12個月內通知本公司。在該期間之後,自動增值服務賬戶持有人及八達通持有人均不得聲稱本公司無權在自動增值服務賬戶支取有關款項,除非屬於以下情況,則作別論:
 - (i) 本公司未有妥善處理有關支賬;或
 - (ii) 有關支賬乃因本公司明顯的錯誤所導致。

終止

43. 如按照上文第12、21、22或22A條取消自動增值服務,本協議將告終止;但終止協議不會影響終止協議之前雙方已產生的權利及義務。

本協議的修訂

44. 本公司可不時修訂本協議,有關修訂將於生效日期前至少30天,透過書面通知自動增值服務賬戶持有人及八達通持有人,或按本公司的絕對酌情權決定,於一份中文報章及一份英文報章上刊載以作為通知。本公司備有本協議文本之最新版本,可供自動增值服務賬戶持有人及八達通持有人索閱。該最新版本亦可於本公司的網站查閱。於本協議的修訂生效後,如八達通持有人繼續使用八達通,將當作自動增值服務賬戶持有人及八達通持有人接受有關修訂處理。

管轄法律

45. 本八達通自動增值協議受香港法律管轄。

八達通顧客服務熱線 2266 2222

Summary of Major Terms & Conditions of the BEA Credit Cardholder Agreement

In compliance with the requirements of the Code of Banking Practice, The Bank of East Asia, Limited ("Bank") has outlined significant terms and conditions of the BEA Credit Cardholder Agreement ("Agreement") as follows for your particular attention:

1. Safety of the Card and Secrecy of the PIN

Upon receipt of the Card, the Cardholder must sign the card immediately. Cardholder should also keep the card secure and avoid disclosing the Personal Identification Number (PIN) to any other person. In case of card loss or a leak of PIN, Cardholder should immediately notify the Bank. The Cardholder shall be responsible and liable in full for all charges, losses, damages and / or expenses incurred arising out of the Cardholder's failure to give such notification.

2. Maximum Liability for Card Loss

Provided that the Cardholder has observed his obligation to notify the Bank as soon as reasonably practicable after discovering the loss, theft or disclosure of the card and / or the PIN, and has not acted fraudulently or with gross negligence, the Cardholder's maximum liability for losses incurred for any unauthorised transaction(s) before notifying the Bank of such loss or theft or disclosure will be HK\$500. However, the Cardholder shall be held liable in full for all charges, losses, damages and / or expenses incurred if the Cardholder has acted fraudulently or with gross negligence or fail to observe the obligation as aforesaid.

3. Payment

By using the Card, the principal Cardholder shall deem to have accepted and agreed to pay the reasonable charges and handling fees incurred for any relevant service(s) including but not limited to i) finance charge for retail purchase; ii) finance charge and handling fee for cash advance; iii) late charge iv) excess credit limit fee; v) annual fee and replacement card fee; vi) returned cheque fee and autopsy reject fee; vii) charge for over-the-counter payment. All fees and charges and payment details have been specified in the Schedule of Fees & Charges. Such fees and charges and payment details shall be subject to review and amendment at the Bank's sole discretion and announced by the Bank from time to time in any manner it deems fit.

4. Expenses of Enforcement

Upon the termination of the Agreement for any reason whatsoever, the cancelled card must be surrendered to the Bank and the whole amount outstanding owed to the Bank and any outstanding card transactions incurred prior to such termination but not yet charged to the card account have to be settled immediately. In the event that the Cardholder defaults in payment, becomes bankrupt, insolvent or dies, the Cardholder or his estate shall be liable to settle such amount outstanding immediately and shall reimburse the Bank's costs and expenses of recovery and enforcement, which are of a reasonable amount and reasonably incurred, including legal fees, collection agency handling fees and other expenses. The Bank also reserves its right to impose a finance charge at its prevailing rate pending repayment in full by the Cardholder.

5. Responsibility to Examine Statements

The Cardholder must notify the Bank of unauthorised transaction(s) posted to the credit card account monthly statement within 60 days from the statement date, failing which, the statement shall be conclusive.

6. Bank's Right of Set-off

The Bank may at any time and without prior notice, combine or consolidate the outstanding balance on the Cardholder's credit card account with any other account(s) which the Cardholder maintains with the Bank and set-off or transfer any sum in or towards discharge of the total amount owed to the Bank. For supplementary Cardholder(s), the Bank shall only set off the liabilities and the amount(s) owed for the use of the supplementary Card(s) against the credit balance(s) held in any / all other account(s) of that particular supplementary Cardholder, but excluding the liabilities and the amounts owed by the principal Cardholder or other supplementary Cardholder(s).

7. Cardholder's Liability

While the principal Cardholder shall be liable for any / all liabilities and any / all amounts owed through usage of the card and for any / all supplementary card(s) to the Bank, the supplementary Cardholder(s) shall only be liable for all liabilities and amounts attributable to his / her / their own use of his / her / their Card.

8. Right of Card Termination

Whereas the Bank may cancel Cardholder's credit card account at any time, the Cardholder may at any time terminate the use of the card by returning it and all relevant supplementary Cards to any branch of the Bank in person. The Cardholder or the supplementary Cardholder may also terminate the use of a supplementary card by returning it to any branch of the Bank in person.

9. Bank's Amendments on the Agreement

The Bank reserves the right to alter and amend the terms and conditions stipulated in this Agreement including but not limited to the applicable credit limit of the account, payment requirement, interest rates, service charges, annual fee and other fees from time to time with prior notice to the Cardholder in any manner the Bank deems appropriate, to be effective irrespective of whether the Cardholder has actual notice or knowledge thereof. And the supplementary Cardholder is deemed to be notified of the same.

Please note that the above summarized terms and conditions are for reference only and you should read the full version of the Agreement which shall prevail in the event of discrepancy. The use of the card will constitute Cardholder's acceptance to the Agreement and the Cardholder will be bound by it. The full version will be available in all branches of the Bank. For any enquiries, please call the Customer Services Hotline on 3608 6628.

東亞銀行信用卡持卡人合約主要條款及細則摘要

為配合《銀行業守則》的規定，東亞銀行有限公司（「本行」）謹將本行信用卡持卡人合約（「持卡人合約」）中關連的持卡人責任及義務概述如下：

1. 信用卡及私人密碼的安全

各持卡人於收到信用卡時，必須立即簽署該卡，並於任何時候妥為保管信用卡及將私人密碼保密。如適信用卡遺失或被竊或密碼外洩，必須立即通知本行。否則，持卡人將須承擔持卡人合約承擔因此而引起之一切責任。

2. 遺失信用卡或私人密碼外洩的最高責任

只要持卡人已履行持卡人合約內的責任在信用卡遺失或被竊或密碼外洩時能夠在可行情況下儘快通知本行，並且無欺詐行為或嚴重疏忽，則持卡人就本行接獲信用卡遺失或被竊或密碼洩露的通知之前所產生的信用卡賬戶損失的最高責任限額為港幣500元。如涉及欺詐行為或嚴重疏忽或未履行上述責任，則持卡人須就所有賬項、損失及費用負上全面的責任。

3. 財務費用及服務費

在使用信用卡時，主卡持卡人須繳付有關服務衍生之手續費及合理費用。其中包括但不限於下列費用：i) 購物簽賬財務費用；ii) 現金透支財務費用及手續費；iii) 逾期手續費；iv) 超出信用額費用；v) 年費及補發新卡費；vi) 溢票及自動轉賬退回手續費；vii) 銀行信託應付賬項手續費。所有費用及繳款之詳情已列明於服務收費概覽，本銀行得不時修訂此等費用及繳款之內容，並以本行認為適當之方式通知持卡人。

4. 強制執行的費用

無論基於任何理由，此合約一旦終止後，經註銷之信用卡交還本行；而賬戶內之全部欠款及未溢註入持卡人賬戶但於此合約終止前已作交易項目款額同項立即清付。如持卡人未能或無力履行該項責任，當被破產、無力付債或提出、持卡人或其遺產承辦人須負立刻清償欠款及承擔一切有關本行追收債項時所產生之合理費用，包括律師費、收賬費用及其他費用。在此債項尚未全數清償前，本行保留對該賬戶繼續收取財務費用之權利。

5. 審閱結單之責任

如月結單有任何賬目錯誤，持卡人須於月結單日起計60天之內通知本行；否則，本行則視該月結單為正確詳實的。

6. 本行的抵銷權

本行可隨時不經預先通知，按本行記錄將屬於持卡人的任何結存合併計算，以抵銷或自該等賬戶中撥款以作抵銷持卡人信用卡賬戶所欠之款額。附屬卡持卡人存款賬戶只會用作抵銷其本身使用之賬項或積欠之款額，而不會被用作抵銷主卡或其他附屬卡持有人的債務。

7. 主卡及附屬卡持有人的責任

主卡持卡人須對此信用卡及所有附屬卡對本行所欠之賬項及銀碼負責。附屬卡持卡人須負責其本身的交易賬項和義務，對主卡持卡人及其他附屬卡持有人的賬項均不負責。

8. 終止信用卡賬戶的權利

本行可於任何時候取消持卡人的信用卡賬戶，而持卡人亦可隨時親身前往本行任何一間分行通知本行終止行使此信用卡及同時交回此信用卡及有關之所有附屬卡。持卡人或附屬卡持卡人亦可終止附屬卡之使用，唯亦須親身前往本行任何一間分行以通知本行終止行使此附屬卡及同時交回此附屬卡。

9. 持卡人合約的修訂

本行保留隨時修改本合約條款及細則之權利，包括(但不限於)調整有關之信貸限額、還款規則、利息息率、服務費、年費及其他費用，並以本行認為適當之方式事先通知持卡人。唯通知一旦發出，不論持卡人收到與否，主卡及附屬卡持卡人亦均已如悉。

上述條款及細則摘要提供閣下參考，一切條款及細則均以持卡人合約全文為準。請詳閱細則。信用卡一經使用，將構成持卡人同意支持持卡人合約條款及細則所約束。如需要持卡人合約全文，請於本行任何一間分行索取。如有任何查詢，請致電東亞銀行信用卡客戶服務熱線3608 6628。

The Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement

In compliance with the Personal Data (Privacy) Ordinance ("the Ordinance"), the Bank of East Asia Group ("the Group") would like to inform you of the following:

- From time to time, it is necessary for customers to supply the Group with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and other financial services.
- Failure to supply such data may result in the Group being unable to open or continue accounts or establish or continue banking facilities or provide banking and other financial services.
- It is also the case that data are collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money or generally communicate verbally or in writing with the Group, by means of documentation or telephone recording system as the case may be.
- The purposes for which data relating to a customer may be used are as follows:

- (i) the daily operation of the services and credit facilities provided to customers; (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year; (iii) creating and maintaining the Group's credit scoring models; (iv) assisting other financial institutions to conduct credit checks and collect debts; (v) ensuring ongoing credit worthiness of customers; (vi) designing financial services or related products for customers' use; (vii) marketing services or products of the Group and/or selected customers; (viii) determining amounts owed to or by customers; (ix) collection of amounts outstanding from customers and those providing security for customers' obligations; (x) meeting the requirements to make disclosure under the requirements of any law binding on the Group or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Group or any of its branches are expected to comply; (xi) enabling an actual or proposed assignee of the Group, or participant or sub-participant of the Group's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and (xii) purposes relating thereto.
- Data held by the Group relating to a customer will be kept confidential but the Group may provide such information to the following parties for the purposes set out in paragraph (4):
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Group in connection with the operation of its business; (ii) any other person under a duty of confidentiality to the Group including any guidelines issued by regulatory or other authorities with which the Group or any of its branches are expected to comply; (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; (iv) credit reference agencies, and, in the event of default, to debt collection agencies; (v) any person to whom the Group is under an obligation to make disclosure under the requirements of any law binding on the Group or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Group or any of its branches are expected to comply; (vi) any actual or proposed assignee of the Group or participant or sub-participant or transferee of the Group's rights in respect of the customer; and (vii) selected companies for the purpose of informing customers of services which the Group believes will be of interest to customers.

- Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:

- (i) to check whether the Group holds data about him and of access to such data; (ii) to require the Group to correct any data relating to him which is inaccurate; (iii) to ascertain the Group's policies and practices in relation to data and to be informed of the kind of personal data held by the Group; (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of a data access or confidentiality request to the relevant credit reference agency or debt collection agency; and (v) in relation to data which has been provided by the Group to a credit reference agency, to instruct the Group upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days, the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Group, whichever is earlier.
- In accordance with the terms of the Ordinance, the Group has the right to charge a reasonable fee for the processing of any data access request.

- The person to whom requests for access to data or correction of data or for information regarding the Group's Privacy Policy Statement and kinds of data held are to be addressed is as follows:

The Group Data Protection Officer	Telephone : 3608 3608
The Bank of East Asia Group	Fax : 3608 6172
10 Des Voeux Road Central	Website : www.hkbea.com
Hong Kong	

- The Group may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Group will advise the contact details of the relevant credit reference agency.

- Customers may, at any time, request the Group cease using their personal data for direct marketing purposes by writing to the Group Data Protection Officer at the address or fax number provided in paragraph (8).

- Nothing in this Statement shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

個人資料(私隱)條例 – 個人資料收集(客戶)聲明

依從個人資料(私隱)條例(下稱「條例」)，東亞銀行集團(下稱「本集團」)現通知 貴客戶以下諸則：

- 客戶在開立或延續戶口、建立或延續銀行信貸或提供服務時，需要不時向本集團提供有關的資料。
- 若未能向本集團提供該等資料可能會導致本集團無法開立或延續戶口或建立或延續銀行信貸或提供其他金融服務。
- 客戶與本集團在延遲正常業務運作中，例如，當客戶開出支票或存款或在一般情況下以口頭或書面形式與本集團溝通時，本集團亦會收集客戶的資料，當中可能以文書形式或電話錄音系統收集。
- 客戶的資料可能會用於下列用途：
 - 提供服務和信貸便利給客戶之日常運作；(ii) 在客戶申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；(iii) 編制及維持本集團的信貸評估模式；(iv) 協助其他附屬機構作信託用途及追討債務；(v) 確保客戶維持可靠信用；(vi) 設計為客戶使用的財務服務或有關產品；(vii) 推廣本集團及 / 或經批進之公司的服務或產品；(viii) 計算本集團與客戶之間的債務；(ix) 向客戶及為客戶的責任提供抵押的人士追收欠款；(x) 本集團或其任何分行為履行任何對其有約束力的法例的規定而作出的披露；或為依循及施行任何預期本集團或其任何分行會遵從的監管或其他機構所發出的指引而作出披露；(xi) 使本集團的實在或建議承辦人，或本集團對客戶的權利的參與人或附屬參與人評級並圖成為轉讓、參與或附屬參與之交易；及(xii) 與上述有關的用途。

- 本集團會對其持有的客戶資料保密，但本集團可能會把該等資料提供給下列各方作第(4)段列出的用途：
 - 任何代理人、承包商、或向本集團提供行政、電訊、電腦、付款或證券結算或其他本集團業務運作有關的服務的第三方服務提供者；(ii) 任何對本集團有保密責任的人，包括本集團內已詳保保持資料保密的公司；(iii) 付款銀行向出票人提供已付支票的副本(而其中可能載有有關收款人的資料)；(iv) 信貸資料服務機構；而在客戶欠賬時，則可將該等資料提供給出票公司；(v) 本集團在根據對本集團或其任何分行具法律約束力的規定下或為依循及施行任何預期本集團或其任何分行會遵從的監管或其他機構所發出的指引而有責任對任何人作出披露；(vi) 本集團的任何實在或建議承辦人或就本集團對客戶的權利的參與人或附屬參與人或承辦人；及(vii) 經批進之公司，用作知會客戶有關本集團提供該等客戶會感興趣的服務。

- 根據條例中的條款及根據條例核准發出的個人資料資料實務守則，任何人有權：
 - 查核本集團是否有他的資料及查閱該等資料；(ii) 要求本集團更正任何有關他的不準確的資料；(iii) 聲明本集團對於資料的政策及慣例和通告如本集團持有的個人資料種類；(iv) 查詢並提交本集團的處理，例如有關信貸資料服務機構或收數公司披露的是哪些個人資料；及獲本集團提供進一步資料，以便有關信貸資料服務機構或收數公司提出查閱和更正資料的要求；及(v) 於港幣清欠欠款結束前時，指示本集團要求該信貸資料服務機構，按資料提供給本集團當其提供的賬戶資料，惟是項指示須於結束後5年內發出，而該賬戶在緊接結束之前5年內，並無拖欠超過60天的記錄。假如該賬戶有拖欠超過60天的記錄，信貸資料服務機構可以保留有關記錄，直至欠款悉數清償之日起計滿5年為止，或本集團接獲的解除破產令生效日期起計滿5年為止，以較早發生者為準。

- 根據條例的條款，本集團有權處理任何查閱資料的要求收取合理費用。

- 任何關於查閱或改正資料，或索取關於本集團的私隱政策聲明或所持有的資料類型的要求，應向下列人士提出：

香港中環德輔道中10號	電話：3608 3608
東亞銀行集團	傳真：3608 6172
集團資料保護主任	網址：www.hkbea.com

- 本集團在拉拔信貸申請時，可能參考由信貸資料服務機構提供有關客戶的信貸報告。假如客戶有意索取有關報告，可要求本集團提供有關信貸資料服務機構的聯絡詳情。

- 客戶可隨時向本集團要求停止使用其個人資料於直接促銷活動，有關要求可根據第(8)段的地址或傳真號碼向集團資料保護主任提出。

- 本聲明不會限制客戶在個人資料(私隱)條例下所享有的權利。

(文檔如有歧異，以英文版為準)