



## SUMMARY OF MAJOR TERMS & CONDITIONS OF 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 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 unauthorized 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 of Finance Charges, Service Charges and Other Charges

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: i) annual fee (unless a fee waiver is arranged); ii) cash advance fee and finance charge; iii) late charge and finance charge for failure to settle the amount specified in the statement on time; iv) dishonoured cheque paid or deposited into the Account or rejection of autopay arrangement; v) re-issued or replacement Card; vi) issuance or re-issuance of sales drafts copies or any other voucher, or an account statement. For details, please refer to the list of service charges on credit card. All such fees shall be non-refundable and shall be subject to regular review and amendment; and shall be 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 problem 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, interest rates, services 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 at 3608 6628.

## 東亞銀行信用卡持卡人合約主要條款摘要

為配合《銀行業操守則》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，必須立刻簽署該卡，並於任何時候妥為保管信用卡及將私人密碼保密。如遇信用卡遺失或被竊或密碼外洩，必須立即通知本行。否則，持卡人將須按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HK\$500。如若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. 附帶費用及服務費

在信用卡的使用時，主卡持卡人須繳付有關服務衍生之手續費及合理費用。其中包括下列費用：i)年費(除非已獲豁免)；ii)現金透支附帶費用及手續費；iii)逾期繳款之滯滯費用及附帶費用；iv)存入信用卡賬戶之溢票或不被接納之自動轉帳交易；v)簽發卡或補發卡；vi)因應持卡人要求而提供的購物單據副本，或其他單據或月結單，詳見本行之信用卡服務收費表。所有費用均不返還。本行可以不時修訂此等或其他費用，並以本行認為適當之方式通知持卡人。

### 4. 強制執行費用

無論基於任何理由，此合約一旦終止後，銀註銷之信用卡需交還本行；而賬戶內之全部欠款及未進註入持卡人賬戶但於此合約被終止前已作交易項目之款額同須立即清付。如持卡人未能或無力履行該項責任，當他資產、集力付債或逝世，持卡人或其遺產承辦人須負責立刻清償欠款及承擔一切有關本行追收債項所產生之合理費用，包括律師費、收賬費用及其他費用，在此項費用尚未全數清償前，本行保留對該賬戶繼續收取附帶費用之權利。

### 5. 逾期結賬之責任

如月結單上有任何賬目錯誤，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. 本行的抵債權

本行可隨時不經預先通知，按本行記錄將屬於持本人的任何任何權益合併計算，以抵銷或自該等賬戶中撥款以清償持卡人信用卡賬戶所積欠之款額。附屬卡持卡人只會用作抵銷其本身使用之賬項或積欠之款額，而並不會用作抵銷主卡或其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，而附屬卡持卡人僅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須負責。

### 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此信用卡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通知本行終止使用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之權利，包括但不限於調整有關之信貸限額、還款條款、利息息率、服務費、年費及其他費用，以及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均已知悉。

上述條款摘要僅供閣下參考，一切條款概以持卡人合約全文為準，請詳加細閱。

信用卡一經使用，將構成持卡人同意受持卡人合約條款約束。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 –
  - the daily operation of the services and credit facilities provided to customers;
  - 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;
  - creating and maintaining the Group's credit scoring models;
  - assisting other financial institutions to conduct credit checks and collect debts;
  - ensuring ongoing credit worthiness of customers;
  - designing financial services or related products for customers' use;
  - marketing services or products of the Group and/or selected companies;
  - determining amounts owed to or by customers;
  - collection of amounts outstanding from customers and those providing security for customers' obligations;
  - 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;
  - 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 in connection with the operation of its business;
  - any other person under a duty of confidentiality to the Group including a group company of the Group which has undertaken to keep such information confidential;
  - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - credit reference agencies, and, in the event of default, to debt collection agencies;
  - 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;
  - 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 –
  - to check whether the Group holds data about him and of access to such data;
  - to require the Group to correct any data relating to him which is inaccurate;
  - 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;
  - 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 and correction 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
11th Floor, 31 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 貴客戶以下細則：

- 客戶在開立或延續戶口、建立或延續銀行信貸或銀行提供服務時，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銀行服務或其他金融服務。
- 客戶與本集團在延續正常業務運作中，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，當中可能以文字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；
  - 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；
  - 編寫及維持本集團的信貸評分模式；
  - 協助其他附屬機構作信貸檢查及追討債務；
  - 確保客戶維持可靠信用；
  - 設計為客戶使用附屬服務之產品；
  - 推廣本集團及 / 或本集團之公司服務或產品；
  - (vii) 計算本集團與客戶之間的債務；
  - (viii) 向客戶及零售員提供提供技術的人士過收欠款；
  - 本集團或其任何分行為了履行任何對其有的合約作出付款披露，或為償還及履行任何預期本集團或其任何分行會擔保的監管或其他機構所發出的指引而作出披露；
  - 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核集團成為轉讓，參與或附屬參與的交易；及
  - (xii) 以上述有關的用途。
- 本集團會對持有客戶資料的客戶資料保密，但本集團可能會把該等資料提供給下述各方作下列用途：
  - 任何代理人、承包人、或向本集團提供行政、電訊、電腦、付款或證券結算或其他與本集團業務運作有關的服務的第三方服務供應商；
  - 任何對本集團有保密責任的人，包括本集團內已承諾保持該資料保密的公司；
  - 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)；
  - 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收數公司；
  - 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或為償還及履行任何預期本集團或其任何分行會擔保的監管或其他機構所發出的指引而向任何人作披露；
  - 本集團的任何實在或建議承辦人、或本集團對客戶的權利的參與人或附屬參與人或受讓人；及
  - (viii) 經批准之公司，用作知會客戶有關本集團相信該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實務守則，任何個人有權：
  - 查核本集團是否持有他的資料及查閱該等資料；
  - 要求本集團改正任何有關他的不準確的資料；
  - 查明本集團對於披露的政改及慣例和本集團持有的個人資料種類；
  - 查詢及獲本集團匯、例向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，以便向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求；及
  - 於於結清欠款而結束賬戶時，指示本集團要求該信貸資料服務機構，從資料庫刪除本集團曾經提供的賬戶資料，惟應項指示須於結束賬戶後5年內發出，而該賬戶在繫接結束之前5年內，並無欠賬超過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收數令生效日期起計滿5年為止，以較早發生者為準。
- 根據條例的條款，本集團有權就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別的要求，應向下列人士提出：

香港中環德輔道中31號11樓	電話：3608 3608
東亞銀行集團	傳真：3608 6172
集團資料保障主任	網址：www.hkbea.com
- 本集團在批核信貸申請時，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障主任提出。
- 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。

(文簡如有歧異，以英文版本為準)