

Declaration and Terms and Conditions for Mortgage Application

1. I/We confirm that the information given above is correct and complete, and authorise The Bank of East Asia, Limited (*Bank*) to check and confirm this from any source the Bank may choose.
2. The receipt of my/our application form and the collection of handling fee (if any) do not constitute any commitment or assurance on the part of the Bank that the loan application will be approved and such fee (if any) is non-refundable under any circumstances.
3. I/We understand and agree that the Bank reserves the sole right to decline this application or approve an amount less than the one I/we have applied for without disclosing any reason.
4. I/We have received, read and hereby acknowledge and understand the contents of the Key Facts Statement for Residential Mortgage Loan and/or the Key Facts Statement for Overdraft Facility which are attached in this application and understand that the details and information therein are for reference only (applicable for applying residential mortgage loan and/or overdraft facility).
5. I/We agree and accept that approved loan amount and the applicable interest rate shall be subject to the final approval of the Bank and I/we also agree that the Bank reserves the sole right to adjust the loan interest rate, fees and charges, and the terms and conditions at any time in accordance with applicable code of practice.
6. I/We undertake that I/we shall not enter into any second mortgage/further mortgage over the Mortgaged Property without the prior written consent of the Bank. If I/we fail to observe this undertaking, the Bank shall have the right at its sole and absolute discretion to (i) refuse to grant the loan to me/us; (ii) adjust the loan amount and/or loan tenor and/or the terms and conditions in relation to the loan; or (iii) demand immediate full repayment of the outstanding amount of the loan.
7. The Mortgaged Property (after the issuance of the occupation permit) is required to be insured against fire risks (i) for an amount agreed upon by the Bank and (ii) subject to criteria as imposed by the Bank. The relevant insurance policy denoting the Bank's interest as the chargee together with the premium receipt is to be kept by the Bank.
8. I/We understand that if it is subsequently confirmed that the Mortgaged Property is under cover of a master policy approved by the Bank, the free fire policy offered by the Bank (if any) will be terminated immediately and I/we shall not be entitled to raise objection and/or claim any compensation in relation thereto.
9. I/We understand and agree that any kind of rebate, reward, gift or benefit (collectively as "Mortgage Benefit") as offered by the Bank in relation to this mortgage application will be cancelled or revoked if I/we do not fulfill the conditions or requirements for obtaining the Mortgage Benefit upon loan drawdown or on such other date(s) as determined by the Bank at its sole and absolute discretion, and I/we shall not be entitled to raise any objection and/or make any claim in relation thereto.
10. I/We understand that documents and information provided including this application form, will not be returned and the Bank will dispose of any documents, information and application form in relation to the loan application upon cancellation of this application as soon as practicable.
11. Save and except as disclosed herein, I/we have not obtained any loans in relation to any other properties in and outside Hong Kong.
12. The Bank will rely on the information contained in this Mortgage Loan Application Form and I/we have a continuing obligation to notify the Bank forthwith on any amendments or variations of the information/documents provided in this application if any of the facts which I/we have disclosed herein change prior to the drawdown of the loan herein applied for.
13. I/We agree to provide further information and furnish other documents as the Bank may require from time to time and my/our failure to do so may vitiate the grant of loan to me/us.
14. I/We agree that the Bank may send any communication, confirmation, or statement to me/us in electronic form (if applicable).
15. I/We have read, and hereby acknowledge and agree to the contents of the Personal Information Collection (Customers) Statement and its supplement, if any ("Statement") issued by the Bank in compliance with the Personal Data (Privacy) Ordinance that accompanies this application and hereby consent to the Bank for its use, disclosure and/or transfer of my/our personal data in the manner set out in such Statement.
16. I/We agree that the Bank is entitled to obtain information relating to me/us from any third parties at any and all times, including without limitation conducting checks with any credit reference agency(ies) ("CRA(s)"). In compliance with the regulatory requirements, I/we understand that I/we may be requested to sign the separate consent to enable the Bank to obtain other specific information relating to me/us from third parties.
17. I/We understand that:
 - I/we have the right to request for a credit report from each Selected CRA under the Multiple Credit Reference Agencies Model without charge in any twelve-month period respective to each Selected CRA;
 - If my/our application is rejected, I/we have the right to obtain my/our credit report(s) from relevant CRA(s), which have been engaged by the Bank for assessing my/our application, free of charge within 30 business days from the Bank's notification of rejection.

For any enquiry about the CRA(s) that have been engaged by the Bank to assess the application and make credit decisions, please contact the Bank's customer service hotline no. at 3608 8686.



Consent relating to mortgage data

For the purpose of setting up a comprehensive database by Credit Reference Agencies for mortgage data sharing among all Credit Providers, I am invited to expressly consent to all the uses of my data set out in this form. I understand that my refusal to give the consent will not necessarily result in my application (whether as a borrower, mortgagor or guarantor) to BEA for the mortgage loan under application being denied or not being processed at all.

"Credit Provider" means a credit provider in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model.

"Credit Reference Agency" means a credit reference agency in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model.

"Existing Mortgage Loan(s)" refers to any or all outstanding loans secured by real properties (loans secured by real properties are defined as "mortgage loans" and each a "mortgage loan") that have been granted by BEA and/or any other credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) with respect to applications made by me on or before 31st March, 2011.

"Mortgage Data" refers to my personal data in relation to my Existing Mortgage Loan(s), and such data only consist of the following (and shall include any updated data of the following items from time to time):

- (a) my full name;
- (b) my capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (c) my Hong Kong Identity Card Number or travel document number;
- (d) my date of birth;
- (e) my correspondence address;
- (f) my mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) my mortgage account status in respect of each mortgage (e.g., active, closed, write-off); and
- (i) if any, my mortgage account closed date in respect of each mortgage.

"Mortgage Count" refers to the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time (including my Existing Mortgage Loan(s)).

"Relevant Credit Providers" refers to any or all credit providers in Hong Kong with whom I have Existing Mortgage Loan(s).

This consent is given by me to BEA on its own behalf, and on behalf of, and as agent for, from time to time, all Credit Reference Agencies and all other

Credit Provider for the following uses of my Mortgage Data and Mortgage Count:

- (i) the transfer to Credit Reference Agencies (including through any centralized database used by Credit Reference Agencies from time to time) by BEA of my Mortgage Data (if any) that is currently held by BEA or, if I have no Existing Mortgage Loan(s) with BEA, the transfer of my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth, and in each case the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with BEA;
- (ii) Credit Reference Agencies checking if my Mortgage Count is on the Credit Reference Agencies' database (including any database maintained on their behalf) and, if it is not, Credit Reference Agencies making enquiries with all Credit Providers other than BEA by disclosing my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth to all other Credit Providers to check if there are any existing mortgage loans held by me (whether as a borrower, mortgagor or guarantor) with any other Credit Provider, and each Credit Reference Agency may use my full name, Hong Kong Identity Card Number (or if applicable travel document number) and date of birth for the above purposes more than once;
- (iii) releasing my Mortgage Data to Credit Reference Agencies by each of the Relevant Credit Providers;
- (iv) Credit Reference Agencies uploading all my Mortgage Data obtained from BEA and each of the Relevant Credit Providers onto their databases (including any centralized database used by them) and compiling my Mortgage Count;
- (v) Credit Reference Agencies providing my Mortgage Count to BEA and each of the Relevant Credit Providers for the purposes of:
 - (1) considering mortgage loan application(s) made by me (whether as a borrower, mortgagor or guarantor) from time to time;
 - (2) reviewing or renewing any mortgage loans granted to me;
 - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the Credit Provider;



- (4) reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the Credit Provider and me consequent upon a default in the repayment of such credit facility for implementing such arrangement; and/or
 - (5) reviewing any credit facility (including mortgage loan) granted or to be granted to me (whether as a borrower, mortgagor or guarantor) with a view to putting in place any scheme of arrangement, debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by my request;
 - (6) considering my application for credit facility (other than mortgage loan) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to me (whether as a borrower or guarantor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time; and
- (vi) BEA disclosing my Mortgage Count to any co-borrower, co-mortgagor, co-guarantor (if any) of the mortgage loan under application.



I understand that after giving the consent, regardless of the result of my mortgage loan application (whether as a borrower, mortgagor or guarantor), BEA is entitled to retain this Form up to the time it receives notice from all Credit Reference Agencies that all credit facilities (including mortgage loans) granted by credit providers in Hong Kong to me (whether as a borrower, mortgagor or guarantor) have been fully settled.

I acknowledge that my refusal to give the consent:

- 1) BEA will also providing to Credit Reference Agencies the fact that I have made a new application for mortgage loan (whether as a borrower, mortgagor or guarantor) with BEA in relation to the obtaining of a credit report (which will not contain my mortgage count, being the total number of outstanding mortgage loans held by me with credit providers in Hong Kong (whether as a borrower, mortgagor or guarantor, and whether in my sole name or in joint names with others) from time to time).
 - 2) will not have or be deemed to have the effect of withdrawing any consent given by me prior to this application to any credit providers in Hong Kong (including BEA) and Credit Reference Agencies to contribute, use, access, compile and/or maintain my Mortgage Data and Mortgage Count. If I wish to withdraw consent previously given, I have to sign separate withdrawal form addressing to the relevant credit providers and Credit Reference Agencies.
 - 3) while my Mortgage Data will not be transferred to Credit Reference Agencies by BEA, if the mortgage loan under application is granted and drawdown, the items of personal data listed in the definition of "Mortgage Data" with respect to the new mortgage loan granted and drawdown will be transferred to Credit Reference Agencies by BEA as set out in the Personal Information Collection (Customers) Statement of BEA provided to me.
- may affect the terms of my loan.



Consent to subscribe to the Land Registry's e-Alert Service for Authorised Institutions

To facilitate enhancement of credit risk management of authorised institutions and at the request of the Hong Kong Monetary Authority ("HKMA"), the Land Registry's e-Alert Service for Authorised Institutions ("Service") allows authorised institutions (i.e. licensed banks, restricted licence banks and deposit-taking companies regulated by the HKMA) ("AIs"), with consent from owners as may be required under the Personal Data (Privacy) Ordinance, to subscribe to email notification service in relation to property or properties against which they hold a mortgage or charge.

To enable the relevant AI to subscribe to the Service after you have granted to the AI a mortgage or charge against your property, you are requested to give your express consent to permit the Land Registry to notify the relevant AI about mortgages and charges lodged for registration against your property. Your consent will cover all properties owned by you listed on this form ("Property"). You may also elect to receive notifications about mortgages and charges registered against your Property.

If you do not give your consent in the form below, this will not necessarily mean your loan application will be denied, but the relevant AI will be unable to subscribe to the Service in relation to your Property and will not be notified about the registration of mortgages and charges against your Property. This does not prevent the relevant AI from obtaining information about your Property by searching the Land Register and other land records maintained by the Land Registry.

Consent

- (a) The Bank of East Asia, Limited ("BEA") providing the following information to the Land Registry in its application to subscribe to the Service in relation to my/our Property:
 - (i) the Property Reference Number of my/our Property;
 - (ii) my/our name(s) and identification document number(s)/company registration number(s);
 - (iii) the memorial number of the charge or mortgage document in favour of BEA; and
 - (iv) a copy of this consent form;
- (b) the Land Registry using the information referred to in (a) and other information in its possession from time to time for the provision of the Service and particularly, for the purpose of sending email notifications about mortgages and charges lodged for registration against my/our Property;
- (c) the Land Registry sending email notifications to BEA containing the following particulars of any charge or mortgage lodged for registration against my/our Property:
 - (i) date of instrument;
 - (ii) memorial number of instrument;
 - (iii) date of delivery of instrument;
 - (iv) nature of instrument;
 - (v) Property Reference Number; and
 - (vi) Address or lot number of Property;
- (d) BEA notifying the Land Registry in the event of the following in order to terminate the Service:
 - (i) the charge/mortgage in favour of BEA has been discharged or transferred to another mortgagee; or
 - (ii) the ownership of the Property has changed (if known); or
 - (iii) the owner(s) (or in case of co-owned Property, any of the co-owners) have withdrawn their consent by written notice; or
 - (iv) BEA's authorisation is revoked under the Banking Ordinance (Cap.155).

I/We understand and acknowledge that do not consent to the above this means that BEA cannot subscribe to the Service in respect of my/our Property and this may affect the terms of my/our loan.



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, Limited (“the Bank”) would like to inform you of the following:

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Bank’s services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank’s products and services and in connection with the customer’s application for the Bank’s products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”).
- (d) The purposes for which data relating to a customer may be used are as follows: –
 - (i) considering and assessing the customer’s application for the Bank’s products and services ;
 - (ii) the daily operation of the services and credit facilities provided to customers;
 - (iii) 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;
 - (iv) creating and maintaining the Bank’s credit scoring models;
 - (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of customers;
 - (vii) designing financial services or related products for customers’ use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (ix) determining amounts owed to or by customers
 - (x) collection of amounts outstanding from customers and those providing security for customers’ obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xiv) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d) above: –
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer’s application for the Bank’s products and services;
 - (v) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services



providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
- (viii) (1) the Bank's group companies;
(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(3) third party reward, loyalty, co-branding and privileges programme providers;
(4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
(5) charitable or non-profit making organisations; and
(6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(viii) above.

Such information may be transferred to a place outside Hong Kong.

- (f) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1st April, 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(g) **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) the Bank's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.



If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.

- (h) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API) The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.
- (i) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right: –
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (k) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency(ies), whichever is earlier.
- (l) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (m) The person to whom requests for access to data or correction of data or for information regarding policies and practices 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, Limited | Fax : 3608 6172 |
| 10 Des Voeux Road Central | Website : www.hkbea.com |
| Hong Kong | |
- (n) The Bank may have obtained credit report(s) on the customer from credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (o) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

Issued by The Bank of East Asia, Limited 東亞銀行有限公司



按揭申請聲明及條款及細則

1. 本人（等）證實上述資料乃屬正確及完整，並授權東亞銀行有限公司（「銀行」）可向任何方面查證。
2. 儘管收取本人（等）之申請表及費用（如適用），銀行並不擔保或保證本人（等）之貸款申請一定獲得批准。此等費用，恕不退還（如適用）。
3. 假若本申請不獲批核或批核之金額少於本人（等）現時申請之數額，本人（等）明白及同意銀行之決定，而銀行並不再需要提出任何理由。
4. 本人（等）已收取、細閱及確認明白隨本申請所附之住宅按揭貸款產品資料概要及/或透支服務產品資料概要的內容及明白該有關內容及資料只供參考（適用於申請住宅按揭貸款及/或透支服務）。
5. 本人（等）同意及接受獲批核之貸款額及適用息率以銀行最終批核為準，及本人（等）亦同意銀行保留絕對權利根據適用之營運守則隨時調整貸款息率，收費及費用，及其他條款及細則。
6. 本人（等）承諾在沒有取得銀行之書面同意前，不會將按揭物業進行二按或其他加按。如本人（等）不遵守這項承諾，銀行有絕對酌情權(i)拒絕貸款予本人（等）；(ii)更改貸款額、貸款期及/或貸款的條款及細則；或(iii)要求本人（等）立即償還所有貸款之欠款。
7. 按揭物業（於入住許可證發出後）須購買火險，而(i)有關款額須得到銀行同意及(ii)該火險須符合本行設定的準則。列明銀行作為押記人的權益之保單及保費收據由銀行保存。
8. 本人（等）瞭解若按揭物業被最終證實受到銀行接納之屋苑保單所保障，則銀行送出之火險保單（如適用）將會立即終止，本人（等）不得異議及追討任何賠償。
9. 本人（等）明白及同意，如本人（等）於貸款提取時或於本行有絕對酌情權決定的其他日子時，仍未能符合指定條件或要求，銀行就此按揭申請提供的任何形式回贈、獎賞、禮物或得益（統稱「按揭得益」）將被取消或撤銷。本人（等）不得提出異議及追討任何賠償。
10. 本人（等）瞭解所有遞交的文件及資料包括此申請表將不獲發還，銀行並將於貸款申請被取消後盡快安排處置該等有關申請之文件、資料及申請表。
11. 除了於申請表上已申報之物業按揭外，本人（等）並沒有其他與香港及海外物業有關之任何貸款。
12. 銀行將會信賴本人（等）於本按揭貸款申請表上所提供之資料。如所呈報資料於提取貸款前有任何變更，本人（等）有責任即時通知銀行。
13. 本人（等）同意遵從銀行之要求，隨時提供進一步資料及文件給銀行查閱，否則會導致借貸手續沒法進行及影響批核。
14. 本人(等)同意銀行可以電子形式向本人(等)發出任何通訊、確認書或結單(如適用)。
15. 本人（等）已細閱、明白及同意隨本申請附之由銀行因依從個人資料（私隱）條例而發出之個人資料收集（客戶）聲明及其補充（如有）（「該聲明」）的內容並同意銀行可根據該聲明所列之方式使用、披露及/或轉移本人（等）的個人資料。
16. 本人（等）同意銀行可不時向第三者索取有關本人（等）之個人資料，包括不時向有關信貸資料服務機構提出查閱。為了符合監管規定，本人（等）明白有可能被要求簽署獨立同意書以使銀行能向第三者查閱有關本人（等）之其他特定個人資料。
17. 本人（等）明白：
 - 本人（等）可於每十二個月（就個別個人信貸資料服務機構而言）期間內向每間「信資通」下的個人信貸資料服務機構，免費索取信用報告一次；
 - 如果本人（等）的申請被拒絕，本人（等）有權在收到銀行拒絕通知的 30 個工作天內，向銀行就考慮及批核本人（等）的申請而聘用之信貸資料服務機構，免費索取本人（等）的信貸報告。

如欲索取銀行就考慮及批核本人（等）的申請而聘用之信貸資料服務機構的資料，可聯絡銀行的客戶服務專線：3608 8686。



有關按揭資料的同意

為助信貸資料服務機構設立一個全面數據庫，以使所有信貸提供者能共享按揭資料，本人獲邀就使用有關本人資料作本表格內所述全部用途作出明示同意。本人明白即使本人拒絕給予同意亦未必會導致本人於東亞銀行的按揭貸款申請（不論以借款人、按揭人或擔保人身分）遭拒絕或不獲處理。

「信貸提供者」指在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者。

「信貸資料服務機構」指在香港獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構。

「現存按揭貸款」指任何或全部東亞銀行及/或任何香港其他信貸提供者就本人在 2011 年 3 月 31 日或以前提出的申請而向本人（不論以借款人、按揭人或擔保人身分，以及不論以本人單名或與其他人士聯名方式）提供以物業作抵押的未償還貸款（以物業作抵押貸款定義為「按揭貸款」）。

「按揭資料」指有關本人現存按揭貸款的本人的個人資料，而該等資料只包括下述各項（以及其可能不時更新的任何資料）：

- (a) 本人的全名；
- (b) 本人就每宗按揭的身分（即作為借款人、按揭人或擔保人）；
- (c) 本人的香港身分證號碼或旅遊證件號碼；
- (d) 本人的出生日期；
- (e) 本人的通訊地址；
- (f) 本人就每宗按揭的按揭帳戶號碼；
- (g) 就每宗按揭的信貸種類；
- (h) 本人就每宗按揭的按揭帳戶狀況（如：生效、已結束、已撇帳）；及
- (i) 就每宗按揭的按揭帳戶結束日期（如適用）。

「按揭宗數」指本人（不論以借款人、按揭人或擔保人身分，以及不論以本人單名或與其他人士聯名方式）在香港信貸提供者不時持有的未償還按揭貸款合計宗數（包括本人的現存按揭貸款）。

「相關信貸提供者」指本人持有現存按揭貸款的全部或任何香港信貸提供者。

本同意書由本人給予東亞銀行本身及透過東亞銀行作為其代表和代理的身分給予信貸資料服務機構和香港所有其他信貸提供者，同意彼等將本人按揭資料及本人按揭宗數作下述用途：

- (a) 由東亞銀行將其現時持有本人的按揭資料（如有），或若本人並無在東亞銀行持有現存按揭貸款，將本人的全名、香港身分證號碼（或如適用，旅遊證件號碼）及出生日期及在各情況下本人（不論以借款人、按揭人或擔保人身分）向東亞銀行作出新按揭貸款申請的事實轉移予信貸資料服務機構（包括任何其所使用的中央數據庫）；



- (b) 信貸資料服務機構查閱信貸資料服務機構數據庫（包括以其名義維持的任何數據庫）是否存有本人的按揭宗數，如否，信貸資料服務機構將透過向所有其他信貸提供者披露本人的全名、香港身分證號碼（或如適用，旅遊證件號碼）及出生日期，向不包括東亞銀行在內的所有信貸提供者查詢，藉此查核本人是否持有任何其他信貸提供者的任何現存按揭貸款（不論以借款人、按揭人或擔保人身分）。信貸資料服務機構為上述目的可多於一次使用本人的全名、香港身分證號碼（或如適用，旅遊證件號碼）及出生日期；

每個相關信貸提供者向信貸資料服務機構提供本人的按揭資料；

- (c) 信貸資料服務機構將其從東亞銀行及每個相關信貸提供者取得的所有本人的按揭資料上載至信貸資料服務機構的數據庫（包括任何其所使用的中央數據庫）及統計本人的按揭宗數；

- (d) 信貸資料服務機構向東亞銀行及每個相關信貸提供者提供本人的按揭宗數作下述用途；

- (1) 考慮本人（不論以借款人、按揭人或擔保人身分）不時的按揭貸款申請；
 - (2) 檢討或更新已向本人提供的任何按揭貸款；
 - (3) 如出現拖欠還款超過 60 日的欠帳，檢討任何已向本人（不論以借款人、按揭人或擔保人身分）提供或擬提供的信貸安排（包括按揭貸款），以便信貸提供者就該信貸安排制訂債務重組或重新安排或其他任何性質的還款條件修訂；
 - (4) 當本人與信貸提供者因本人就信貸安排拖欠還款而已制訂任何債務重組或重新安排或其他任何性質的還款條件修訂時，檢討任何已向本人（不論以借款人、按揭人或擔保人身分）提供或擬提供的信貸安排（包括按揭貸款），以便推行上述債務重組安排；及/或
 - (5) 檢討任何已向本人（不論以借款人、按揭人或擔保人身分）提供或擬提供的信貸安排（包括按揭貸款），以便制訂由本人提出的任何償還債務安排、債務重組或重新安排或其他任何性質的還款條件修訂；
 - (6) 考慮本人作出的信貸安排（不包括按揭貸款）申請，及/或檢討或續批已向本人（不論以借款人或擔保人身分）提供或擬提供的任何信貸安排（不包括按揭貸款），但前題是該等信貸安排的額度不少於一個由個人資料私隱專員不時指定或決定的水平或機制釐定的水平；及
- (f) 就此按揭貸款申請，東亞銀行向按揭貸款的任何共同借款人、共同按揭人及共同擔保人（如有）披露本人的按揭宗數。



本人明白給予同意，不論本人（不論以借款人、按揭人或擔保人身分）的按揭貸款申請結果如何，東亞銀行有權保留本同意書直至銀行收到所有信貸資料服務機構的通知指出全部香港信貸提供者授予本人（不論以借款人、按揭人或擔保人身分）的信貸（包括按揭貸款）已完全償還。

本人知悉拒絕給予同意：

- (1) 東亞銀行亦會查閱不包括本人按揭宗數（即本人（不論以借款人、按揭人或擔保人身分，以及不論以本人單名或與其他人士聯名方式）在香港信貸提供者不時持有的未償還按揭貸款合計宗數）的信貸報告向信貸資料服務機構提供本人（不論以借款人、按揭人或擔保人身分）向東亞銀行作出新按揭貸款申請的事實。
- (2) 將不會被視為撤回任何本人在此申請前曾向任何香港信貸提供者（包括東亞銀行）和信貸資料服務機構作出的有關提供、使用、獲取、計算和/或維持本人的按揭資料和按揭宗數的許可。若本人欲撤回曾作出的許可，本人須簽署另外致有關信貸提供者和信貸資料服務機構的撤回表格。
- (3) 儘管本人的按揭資料將不會被東亞銀行轉移到信貸資料服務機構，如此按揭貸款申請獲批核及提取，東亞銀行將轉移獲批核及已提取的新按揭貸款的每項在「按揭資料」定義內所列的個人資料至信貸資料服務機構【詳見東亞銀行向本人提供的個人資料收集（客戶）聲明】。
- (4) 4) 有可能會影響本人的貸款條款。



關於認可機構訂購土地註冊處電子提示服務的同意書

為加強認可機構的信貸風險管理並應香港金融管理局（「金管局」）的要求，土地註冊處向認可機構提供的電子提示服務（「電子服務」）允許認可機構（即受金管局監管的持牌銀行、有限制牌照銀行及接受存款公司）（「認可機構」）在徵得按《個人資料（私隱）條例》所要求的業主的同意後，就認可機構持有按揭或押記的物業訂購電子郵件通知服務。

為允許認可機構在閣下/貴公司向其提供閣下/貴公司物業作抵押或押記後訂購電子服務，閣下/貴公司須明確地同意並允許土地註冊處在閣下/貴公司物業的按揭或押記交付辦理註冊時，向相關認可機構發出通知。閣下/貴公司的同意書將涵蓋閣下/貴公司列於本表格中的所有物業（「相關物業」）。閣下/貴公司亦可選擇就閣下/貴公司相關物業所註冊的按揭或押記獲得通知。

閣下/貴公司若不按照以下格式作出確認同意，不一定代表閣下/貴公司的貸款申請將被拒絕，但相關認可機構將無法就閣下/貴公司的相關物業訂購電子服務，並將不會就閣下/貴公司相關物業按揭或押記的註冊獲得通知。這並不妨礙相關認可機構透過查冊土地登記冊或土地註冊處備存的其他土地紀錄獲得閣下/貴公司相關物業的資料。

同意書

- (a) 東亞銀行有限公司（「東亞銀行」）就本人/我們的相關物業申請訂購電子服務時，向土地註冊處提供以下資料：
- (i) 本人/我們相關物業的物業參考編號；
 - (ii) 本人/我們的姓名/名稱及身份證明文件號碼/公司編號；
 - (iii) 以東亞銀行為受益人的押記或按揭文件的註冊摘要編號；及
 - (iv) 本同意書的副本一份；
- (b) 土地註冊處將上文(a)款所述的資料及其不時管有的其他資料用以提供電子服務，尤其是用於就本人/我們相關物業的按揭或押記交付辦理註冊之事宜發出電郵通知；
- (c) 土地註冊處就本人/我們相關物業的任何押記或按揭交付辦理註冊之事宜向東亞銀行發出包含以下詳情的電郵通知：
- (i) 文書日期；
 - (ii) 文書的註冊摘要編號；
 - (iii) 交付文書的日期；
 - (iv) 文書性質；
 - (v) 物業參考編號；及
 - (vi) 物業地址或地段編號；
- (d) 東亞銀行在下述情況下通知土地註冊處終止電子服務：
- (i) 以東亞銀行為受益人的押記/按揭已獲解除或轉讓予另一承按人；或
 - (ii) 相關物業業權已轉變（如知悉）；或
 - (iii) 業主（如為共同擁有物業，則指任何共同業主）透過書面通知撤回其同意書；或
 - (iv) 東亞銀行的認可根據《銀行業條例》（香港法例第 155 章）被撤銷。

本人/我們理解，拒絕以上同意書代表東亞銀行將不能就本人/我們的相關物業訂購電子服務，並可能會影響本人/我們的貸款條款。



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」），東亞銀行有限公司（下稱「本銀行」）現通知貴客戶以下細則：

- (a) 就開立或延續帳戶、設立或延續銀行信貸或銀行所提供的服務，客戶需要不時向本行提供有關的資料。
- (b) 若未能向本行提供該等資料，可能會導致本行無法開立或延續帳戶或設立或延續銀行信貸或提供銀行服務。
- (c) 就持續正常銀行及客戶關係，例如，當客戶開出支票或存款，或以其他方式進行作為本行所提供服務一部分的交易時，銀行亦會收集客戶的資料。本行亦會向第三方（包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「信貸資料服務機構」）接收個人資料）。
- (d) 客戶的資料可被用作下列用途：
 - (i) 考慮及評估客戶有關本行產品及服務的申請；
 - (ii) 為客戶提供服務和信貸融通所涉及的日常運作；
 - (iii) 於客戶申請信貸時及於每年（通常一次或多於一次）的定期或特別信貸覆核時，進行信用檢查；
 - (iv) 設立及維持本行的信貸評分模式；
 - (v) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（以下簡稱「信貸提供者」）進行信用檢查及追討欠債；
 - (vi) 確保客戶持續維持可靠信用；
 - (vii) 設計供客戶使用的金融服務或有關產品；
 - (viii) 推廣服務、產品及其他標的（詳情請參閱以下（g）段）；
 - (ix) 確定本行對客戶或客戶對本行的欠債金額；
 - (x) 向客戶及為客戶債務提供抵押的人士追討欠款；
 - (xi) 履行根據下列適用於本行或其任何分行或本行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如，《稅務條例》及其條文，包括關於自動交換財務帳戶資料之條文）；
 - (b) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務帳戶資料的指引或指南）；及
 - (c) 本行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；



- (xii) 遵守本行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xiii) 讓本行的實際或建議承讓人，或就本行對客戶享有的權利的參與人或附屬參與人評核其擬承讓、參與或附屬參與的交易；及
 - (xiv) 與上述有關的用途。
- (e) 本行持有的客戶資料將予以保密，但本行可就以上（d）段列明的用途把該等資料提供予下列各方：－
- (i) 就本行業務運作向本行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商；
 - (ii) 任何對本行負有保密責任的其他人士，包括承諾保密該等資料的本行集團成員公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有收款人的資料）；
 - (iv) 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商；
 - (v) 信貸資料服務機構（包括信貸資料服務機構所使用的任何中央資料庫之經營者），以及在客戶欠帳時，則可將該等資料提供給追討欠款公司；
 - (vi) 本行或其任何分行根據對本行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或其任何分行遵守的任何指引或指導，或根據本行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 本行的任何實際或建議承讓人或就本行對客戶享有的權利的參與人或附屬參與人或受讓人；及
 - (viii) (1) 本行集團成員公司；
(2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
(3) 第三方獎賞、客戶或會員、合作品牌及優惠計畫供應商；
(4) 本行及本行集團成員公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；
(5) 慈善或非牟利機構；及
(6) 就以上（d）（viii）段列明的用途而被本行任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。
- 該等資料可能被轉移至香港境外。
- (f) 就客戶（不論以借款人、按揭人或擔保人身分，以及不論以客戶本人單名或與其他人士聯名方式）於 2011 年 4 月 1 日當日或以後申請的按揭有關的資料，本行可能會把下列客戶資料（包括不時更新任何下列資料的資料）以本行及/或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
 - (ii) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式）；



- (iii) 香港身分證號碼或旅遊證件號碼；
- (iv) 出生日期；
- (v) 通訊地址；
- (vi) 就每宗按揭的按揭帳戶號碼；
- (vii) 就每宗按揭的信貸種類；
- (viii) 就每宗按揭的按揭帳戶狀況（如有效、已結束、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；及
- (ix) 就每宗按揭的按揭帳戶結束日期（如適用）。

信貸資料服務機構將使用上述由本行提供的資料統計客戶（分別以借款人、按揭人或擔保人身分，及以客戶本人單名或與其他人士聯名方式）不時於信貸提供者持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的個人信貸資料實務守則的規定所限）。

(g) 在直接促銷中使用資料

本行擬把客戶資料用於直接促銷，而本行為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

- (i) 本行可能把本行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (3) 本行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (4) 為慈善及/或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由本行及/或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 本行集團成員公司；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 本行及本行集團成員公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (5) 慈善或非牟利機構；
- (iv) 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上(g) (i)段所述的資料提供予以上(g) (iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行為此用途須獲得客戶書面同意（包括表示不反對）；
- (v) 本行可能因如以上(g) (iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上(g) (iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可通知本行行使其選擇權拒絕促銷。

- (h) 使用本行應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料



本行可根據客戶向本行或客戶使用之第三方服務供應商所發出的指示，使用本行的 API 向第三方服務供應商轉移客戶的資料，以作本行或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。

- (i) 根據條例的條款及個人信貸資料實務守則，任何客戶有權：－
- (i) 查問本行有否持有其資料及查閱該等資料；
 - (ii) 要求本行改正任何有關其不準確的資料；
 - (iii) 查明本行對於資料的政策及實務及獲告知本行持有的個人資料的種類；
 - (iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及
 - (v) 就本行向信貸資料服務機構提供的任何帳戶資料（為免生疑問，包括任何帳戶還款資料），於全數清還欠帳後結束帳戶時，指示本行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過 60 日的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間（即緊接本行上次向信貸資料服務機構提供帳戶資料前不多於 31 日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過 60 日的欠款的日期（如有））。
- (j) 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇帳（因破產令導致撇帳除外），否則帳戶還款資料（定義見以上(i) (v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- (k) 如客戶因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠為期超過 60 日的還款，該帳戶還款資料（定義見以上(i) (v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
- (l) 根據條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。
- (m) 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：－
- 香港中環德輔道中 10 號 電話：3608 3608
東亞銀行有限公司 傳真：3608 6172
集團資料保障主任 網址：www.hkbea.com
- (n) 本行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶有意索取有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
- (o) 本通知不會限制客戶在個人資料（私隱）條例下所享有的權利。

（文義如有歧異，以英文本為準。）

The Bank of East Asia, Limited 東亞銀行有限公司刊發



按揭申请声明及条款及细则

1. 本人（等）证实上述资料乃属正确及完整，并授权东亚银行有限公司（「银行」）可向任何方面查证。
2. 尽管收取本人（等）之申请表及费用（如适用），银行并不担保或保证本人（等）之贷款申请一定获得批准。此等费用，恕不退还（如适用）。
3. 假若本申请不获批核或批核之金额少于本人（等）现时申请之数额，本人（等）明白及同意银行之决定，而银行并不再需要提出任何理由。
4. 本人（等）已收取、细阅及确认明白随本申请所附之住宅按揭贷款产品资料概要及/或透支服务产品资料概要的内容及明白该有关内容及资料只供参考（适用于申请住宅按揭贷款及/或透支服务）。
5. 本人（等）同意及接受获批核之贷款额及适用息率以银行最终批核为准，及本人（等）亦同意银行保留绝对权利根据适用之营运守则随时调整贷款息率，收费及费用，及其他条款及细则。
6. 本人（等）承诺在没有取得银行之书面同意前，不会将按揭物业进行二按或其他加按。如本人（等）不遵守这项承诺，银行有绝对酌情权（i）拒绝贷款予本人（等）；（ii）更改贷款额、贷款期及/或贷款的条款及细则；或（iii）要求本人（等）立即偿还所有贷款之欠款。
7. 按揭物业（于入住许可证发出后）须购买火险，而（i）有关款额须得到银行同意及（ii）该火险须符合本行设定的准则。列明银行作为押记人的权益之保单及保费收据由银行保存。
8. 本人（等）瞭解若按揭物业被最终证实受到银行接纳之屋苑保单所保障，则银行送出之火险保单（如适用）将会立即终止，本人（等）不得异议及追讨任何赔偿。
9. 本人（等）明白及同意，如本人（等）于贷款提取时或于本行有绝对酌情权决定的其他日子时，仍未能符合指定条件或要求，银行就此按揭申请提供的任何形式回赠、奖赏、礼物或得益（统称「按揭得益」）将被取消或撤销。本人（等）不得提出异议及追讨任何赔偿。
10. 本人（等）瞭解所有递交的文件及资料包括此申请表将不获发还，银行并将于贷款申请被取消后尽快安排处置该等有关申请之文件、资料及申请表。
11. 除了于申请表上已申报之物业按揭外，本人（等）并没有其他与香港及海外物业有关之任何贷款。
12. 银行将会信赖本人（等）于本按揭贷款申请表上所提供之资料。如所呈报资料于提取贷款前有任何变更，本人（等）有责任即时通知银行。
13. 本人（等）同意遵从银行之要求，随时提供进一步资料及文件给银行查阅，否则会导致借贷手续没法进行及影响批核。
14. 本人（等）同意银行可以电子形式向本人（等）发出任何通讯、确认书或结单（如适用）。
15. 本人（等）已细阅、明白及同意随本申请附之由银行因依从个人资料（私隐）条例而发出之个人资料收集（客户）声明及其补充（如有）（「该声明」）的内容并同意银行可根据该声明所列之方式使用、披露及/或转移本人（等）的个人资料。
16. 本人（等）同意银行可不时向第三者索取有关本人（等）之个人资料，包括不时向有关信贷资料服务机构提出查阅。为了符合监管规定，本人（等）明白有可能被要求签署独立同意书以使银行能向第三者查阅有关本人（等）之其他特定个人资料
17. 本人（等）明白：
 - 本人（等）可于每十二个月（就个别个人信贷资料服务机构而言）期间内向每间「信资通」下的个人信贷资料服务机构，免费索取信用报告一次；
 - 如果本人（等）的申请被拒绝，本人（等）有权在收到银行拒绝通知的 30 个工作日内，向银行就考虑及批核本人（等）的申请而聘用之信贷资料服务机构，免费索取本人（等）的信贷报告。

如欲索取银行就考虑及批核本人（等）的申请而聘用之信贷资料服务机构的资料，可联络银行的客户服务专线：3608 8686。



有关按揭资料的同意

为助信贷资料服务机构设立一个全面数据库，以使所有信贷提供者能共享按揭资料，本人获邀就使用有关本人资料作本表格内所述全部用途作出明示同意。本人明白即使本人拒绝给予同意亦未必会导致本人於东亚银行的按揭贷款申请（不论以借款人、按揭人或担保人身分）遭拒绝或不获处理。

「信贷提供者」指在香港获核准加入多家个人信贷资料服务机构模式的信贷提供者。

「信贷资料服务机构」指在香港获核准加入多家个人信贷资料服务机构模式的信贷资料服务机构。

「现存按揭贷款」指任何或全部东亚银行及/或任何香港其他信贷提供者就本人在 2011 年 3 月 31 日或以前提出的申请而向本人（不论以借款人、按揭人或担保人身分，以及不论以本人单名或与其他人士联名方式）提供以物业作抵押的未偿还贷款（以物业作抵押贷款定义为「按揭贷款」）。

「按揭资料」指有关本人现存按揭贷款的本人的个人资料，而该等资料只包括下述各项（以及其可能不时更新的任何资料）：

- (a) 本人的全名;
- (b) 本人就每宗按揭的身份（即作为借款人、按揭人或担保人）;
- (c) 本人的香港身份证号码或旅游证件号码;
- (d) 本人的出生日期;
- (e) 本人的通讯地址;
- (f) 本人就每宗按揭的按揭账户号码;
- (g) 就每宗按揭的信贷种类;
- (h) 本人就每宗按揭的按揭账户状况（如：生效、已结束、已撇帐）;及
- (i) 就每宗按揭的按揭账户结束日期（如适用）。

「按揭宗数」指本人（不论以借款人、按揭人或担保人身分，以及不论以本人单名或与其他人士联名方式）在香港信贷提供者不时持有的未偿还按揭贷款合计宗数（包括本人的现存按揭贷款）。

「相关信贷提供者」指本人持有现存按揭贷款的全部或任何香港信贷提供者。

本同意书由本人给予东亚银行本身及透过东亚银行作为其代表和代理的身分给予信贷资料服务机构和香港所有其他信贷提供者，同意彼等将本人按揭资料及本人按揭宗数作下述用途：

- (a) 由东亚银行将其现时持有本人的按揭资料（如有），或若本人并无在东亚银行持有现存按揭贷款，将本人的全名、香港身分证号码（或如适用，旅游证件号码）及出生日期及在各情况下本人（不论以借款人、按揭人或担保人身分）向东亚银行作出新按揭贷款申请的事实转移予信贷资料服务机构（包括任何其所使用的中央数据库）；



- (b) 信贷资料服务机构查阅信贷资料服务机构数据库（包括以其名义维持的任何数据库）是否存有本人的按揭宗数，如否，信贷资料服务机构将透过向所有其他信贷提供者披露本人的全名、香港身分证号码（或如适用，旅游证件号码）及出生日期，向不包括东亚银行在内的所有信贷提供者查询，藉此查核本人是否持有任何其他信贷提供者的任何现存按揭贷款（不论以借款人、按揭人或担保人身分）。信贷资料服务机构为上述目的可多于一次使用本人的全名、香港身分证号码（或如适用，旅游证件号码）及出生日期；
- (c) 每个相关信贷提供者向信贷资料服务机构提供本人的按揭资料；
- (d) 信贷资料服务机构将其从东亚银行及每个相关信贷提供者取得的所有本人的按揭资料上载至信贷资料服务机构的数据库（包括任何其所使用的中央数据库）及统计本人的按揭宗数；
- (e) 信贷资料服务机构向东亚银行及每个相关信贷提供者提供本人的按揭宗数作下述用途：
- (1) 考虑本人（不论以借款人、按揭人或担保人身分）不时的按揭贷款申请；
 - (2) 检讨或更新已向本人提供的任何按揭贷款；
 - (3) 如出现拖欠还款超过 60 日的欠帐，检讨任何已向本人（不论以借款人、按揭人或担保人身分）提供或拟提供的信贷安排（包括按揭贷款），以便信贷提供者就该信贷安排制订债务重组或重新安排或其他任何性质的还款条件修订；
 - (4) 当本人与信贷提供者因本人就信贷安排拖欠还款而已制订任何债务重组或重新安排或其他任何性质的还款条件修订时，检讨任何已向本人（不论以借款人、按揭人或担保人身分）提供或拟提供的信贷安排（包括按揭贷款），以便推行上述债务重组安排；及/或
 - (5) 检讨任何已向本人（不论以借款人、按揭人或担保人身分）提供或拟提供的信贷安排（包括按揭贷款），以便制订由本人提出的任何偿还债务安排、债务重组或重新安排或其他任何性质的还款条件修订；
 - (6) 考虑本人作出的信贷安排（不包括按揭贷款）申请，及/或检讨或续批已向本人（不论以借款人或担保人身分）提供或拟提供的任何信贷安排（不包括按揭贷款），但前提是该等信贷安排的额度不少於一个由个人资料私隐专员不时指定或决定的水平或机制厘定的水平；及
- (f) 就此按揭贷款申请，东亚银行向按揭贷款的任何共同借款人、共同按揭人及共同担保人（如有）披露本人的按揭宗数。



本人明白给予同意，不论本人（不论以借款人、按揭人或担保人身分）的按揭贷款申请结果如何，东亚银行有权保留本同意书直至银行收到所有信贷资料服务机构的通知指出全部香港信贷提供者授予本人（不论以借款人、按揭人或担保人身分）的信贷（包括按揭贷款）已完全偿还。

本人知悉拒绝给予同意：

- 1) 东亚银行亦会查阅不包括本人按揭宗数（即本人（不论以借款人、按揭人或担保人身分，以及不论以本人单名或与其他人士联名方式）在香港信贷提供者不时持有的未偿还按揭贷款合计宗数）的信贷报告向信贷资料服务机构提供本人（不论以借款人、按揭人或担保人身分）向东亚银行作出新按揭贷款申请的事实。
- 2) 将不会被视为撤回任何本人在此申请前曾向任何香港信贷提供者（包括东亚银行）和信贷资料服务机构作出的有关提供、使用、获取、计算和/或维持本人的按揭资料和按揭宗数的许可。若本人欲撤回曾作出的许可，本人须签署另外致有关信贷提供者和信贷资料服务机构的撤回表格。
- 3) 尽管本人的按揭资料将不会被东亚银行转移到信贷资料服务机构，如此按揭贷款申请获批核及提取，东亚银行将转移获批核及已提取的新按揭贷款的每项在「按揭资料」定义内所列的个人资料至信贷资料服务机构【详见东亚银行向本人提供的个人资料收集（客户）声明】。
- 4) 有可能会影响本人的贷款条款。



关于认可机构订购土地注册处电子提示服务的同意书

为加强认可机构的信贷风险管理并应香港金融管理局（「金管局」）的要求，土地注册处向认可机构提供的电子提示服务（「电子服务」）允许认可机构（即受金管局监管的持牌银行、有限制牌照银行及接受存款公司）（「认可机构」）在征得按《个人资料（私隐）条例》所要求的业主的同意后，就认可机构持有按揭或押记的物业订购电子邮件通知服务。

为允许认可机构在阁下/贵公司向其提供阁下/贵公司物业作抵押或押记后订购电子服务，阁下/贵公司须明确地同意并允许土地注册处在阁下/贵公司物业的按揭或押记交付办理注册时，向相关认可机构发出通知。阁下/贵公司的同意书将涵盖阁下/贵公司列于本表格中的所有物业（「相关物业」）。阁下/贵公司亦可选择就阁下/贵公司相关物业所注册的按揭或押记获得通知。

阁下/贵公司若不按照以下格式作出确认同意，不一定代表阁下/贵公司的贷款申请将被拒绝，但相关认可机构将无法就阁下/贵公司的相关物业订购电子服务，并将不会就阁下/贵公司相关物业按揭或押记的注册获得通知。这并不妨碍相关认可机构通过查册土地登记册或土地注册处备存的其他土地纪录获得阁下/贵公司相关物业的资料。

同意书

- (a) 东亚银行有限公司（「东亚银行」）就本人/我们的相关物业申请订购电子服务时，向土地注册处提供以下资料：
- (i) 本人/我们相关物业的物业参考编号;
 - (ii) 本人/我们的姓名/名称及身份证明文件号码/公司编号;
 - (iii) 以东亚银行为受益人的押记或按揭文件的注册摘要编号;及
 - (iv) 本同意书的副本一份;
- (b) 土地注册处将上文（a）款所述的资料及其不时管有的其他资料用以提供电子服务，尤其是用于就本人/我们相关物业的按揭或押记交付办理注册之事宜发出电邮通知;
- (c) 土地注册处就本人/我们相关物业的任何押记或按揭交付办理注册之事宜向东亚银行发出包含以下详情的电邮通知：
- (i) 文书日期;
 - (ii) 文书的注册摘要编号;
 - (iii) 交付文书的日期;
 - (iv) 文书性质;
 - (v) 物业参考编号;及
 - (vi) 物业地址或地段编号;
- (d) 东亚银行在下述情况下通知土地注册处终止电子服务：
- (i) 以东亚银行为受益人的押记/按揭已获解除或转让予另一承按人;或
 - (ii) 相关物业业权已转变（如知悉）;或



- (iii) 业主（如为共同拥有物业，则指任何共同业主）透过书面通知撤回其同意书;或
- (iv) 东亚银行的认可根据《银行业条例》（香港法例第 155 章）被撤销。

本人/我们理解，拒绝以上同意书代表东亚银行将不能就本人/我们的相关物业订购电子服务，并可能会影响本人 / 我们的贷款条款。



个人资料（私隐）条例—个人资料收集（客户）声明

依从个人资料（私隐）条例（下称「条例」），东亚银行有限公司（下称「本银行」）现通知贵客户以下细则：

- (a) 就开立或延续帐户、设立或延续银行信贷或银行所提供的服务，客户需要不时向本行提供有关的资料。
- (b) 若未能向本行提供该等资料，可能会导致本行无法开立或延续帐户或设立或延续银行信贷或提供银行服务。
- (c) 就持续正常银行及客户关系，例如，当客户开出支票或存款，或以其他方式进行作为本行所提供一部分的交易时，银行亦会收集客户的资料。本行亦会向第三方（包括客户因本行产品及服务的推广以及申请本行产品及服务而接触的第三方服务供应商）收集与客户有关的资料（包括从获核准加入多家个人信贷资料服务机构模式的信贷资料服务机构（以下简称「信贷资料服务机构」）接收个人资料）。
- (d) 客户的资料可被用作下列用途：
 - (i) 考虑及评估客户有关本行产品及服务的申请；
 - (ii) 为客户提供服务和信贷融通所涉及的日常运作；
 - (iii) 於客户申请信贷时及於每年（通常一次或多於一次）的定期或特别信贷覆核时，进行信用检查；
 - (iv) 设立及维持本行的信贷评分模式；
 - (v) 协助其他在香港获核准加入多家个人信贷资料服务机构模式的信贷提供者（以下简称「信贷提供者」）进行信用检查及追讨欠债；
 - (vi) 确保客户持续维持可靠信用；
 - (vii) 设计供客户使用的金融服务或有关产品；
 - (viii) 推广服务、产品及其他标的（详情请参阅以下（g）段）；
 - (ix) 确定本行对客户或客户对本行的欠债金额；
 - (x) 向客户及为客户债务提供抵押的人士追讨欠款；
 - (xi) 履行根据下列适用于本行或其任何分行或本行或其任何分行被期望遵守的就披露及使用资料的义务、规定或安排：
 - (a) 不论於香港特别行政区境内或境外及不论目前或将来存在的对其具法律约束力或适用的任何法律（例如，《税务条例》及其条文，包括关于自动交换财务帐户资料之条文）；
 - (b) 不论於香港特别行政区境内或境外及不论目前或将来存在的任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的任何指引或指导（例如，税务局作出或发出的指引或指南，包括关于自动交换财务帐户资料的指引或指南）；及
 - (c) 本行或其任何分行因其位于或跟相关本地或外地的法律、监管、政府、税务、执法或其他机关，或自律监管或行业组织或协会的司法管辖区有关的金融、商业、业务或其他利益或活动，而向该等本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会承担或被彼等施加的任何目前或将来的合约或其他承诺；
 - (xii) 遵守本行集团为符合制裁或预防或侦测清洗黑钱、恐怖分子融资活动或其他非法活动的任何方案就於本行集团内共用资料及资讯及/或资料及资讯的任何其他使用而指定的任何义务、要求、政策、程序、措施或安排；
 - (xiii) 让本行的实际或建议承让人，或就本行对客户享有的权利的参与人或附属参与人评核其拟承让、参与或附属参与的交易；及



- (xiv) 与上述有关的用途。
- (e) 本行持有的客户资料将予以保密，但本行可就以上（d）段列明的用途把该等资料提供予下列各方：—
- (i) 就本行业务运作向本行提供行政、电讯、电脑、付款或证券结算或其他有关服务的任何代理人、承辦商或第三方服务供应商；
 - (ii) 任何对本行负有保密责任的其他人士，包括承诺保密该等资料的本行集团成员公司；
 - (iii) 付款银行向出票人提供已付款支票的副本（而其中可能载有收款人的资料）；
 - (iv) 客户因申请本行产品及服务而选择接触的第三方服务供应商；
 - (v) 信贷资料服务机构（包括信贷资料服务机构所使用的任何中央资料库之经营者），以及在客户欠帐时，则可将该等资料提供给追讨欠款公司；
 - (vi) 本行或其任何分行根据对本行或其任何分行具法律约束力或适用的任何法律规定，或根据及为符合任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的并期望本行或其任何分行遵守的任何指引或指导，或根据本行或其任何分行向本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会的任何合约或其他承诺（以上不论於香港特别行政区境内或境外及不论目前或将来存在的），而有义务或以其他方式被要求向其披露该等资料的任何人士；
 - (vii) 本行的任何实际或建议承让人或就本行对客户享有的权利的参与人或附属参与人或受让人；及
 - (viii) (1) 本行集团成员公司；
(2) 第三方金融机构、承保人、信用卡公司、证券及投资服务供应商；
(3) 第三方奖赏、客户或会员、合作品牌及优惠计画供应商；
(4) 本行及本行集团成员公司之合作品牌夥伴（该等合作品牌夥伴名称会於有关服务及产品的申请表格上列明）；
(5) 慈善或非牟利机构；及
(6) 就以上（d）（viii）段列明的用途而被本行任用之第三方服务供应商（包括但不限于寄件中心、电讯公司、电话促销及直销代理人、电话中心、资料处理公司及资讯科技公司）。
- 该等资料可能被转移至香港境外。
- (f) 就客户（不论以借款人、按揭人或担保人身分，以及不论以客户本人单名或与其他人士联名方式）於 2011 年 4 月 1 日当日或以後申请的按揭有关的资料，本行可能会把下列客户资料（包括不时更新任何下列资料的资料）以本行及/或代理人的名义提供予信贷资料服务机构：
- (i) 全名；
 - (ii) 就每宗按揭的身分（即作为借款人、按揭人或担保人，及以客户本人单名或与其他人士联名方式）；
 - (iii) 香港身分证号码或旅游证件号码；
 - (iv) 出生日期；
 - (v) 通讯地址；
 - (vi) 就每宗按揭的按揭帐户号码；
 - (vii) 就每宗按揭的信贷种类；
 - (viii) 就每宗按揭的按揭帐户状况（如有效、已结束、已撇帐（因破产令导致除外）、因破产令导致已撇帐）；及
 - (ix) 就每宗按揭的按揭帐户结束日期（如适用）。



信贷资料服务机构将使用上述由本行提供的资料统计客户（分别以借款人、按揭人或担保人身分，及以客户本人单名或与其他人士联名方式）不时於信贷提供者持有的按揭宗数，并存放於信贷资料服务机构的个人信贷资料库内供信贷提供者共用（须受根据条例核准及发出的个人信贷资料实务守则的规定所限）。

(g) 在直接促销中使用资料

本行拟把客户资料用於直接促销，而本行为该用途须获得客户同意（包括表示不反对）。就此，请注意：

- (i) 本行可能把本行不时持有的客户姓名、联络资料、产品及服务组合资料、交易模式及行为、财务背景及人口统计数据用於直接促销；
- (ii) 可用作促销下列类别的服务、产品及促销标的：
 - (1) 财务、保险、信用卡、银行及相关服务及产品；
 - (2) 奖赏、客户或会员或优惠计划及相关服务及产品；
 - (3) 本行合作品牌夥伴提供之服务及产品（该等合作品牌夥伴名称会於有关服务及产品的申请表格上列明）；及
 - (4) 为慈善及/或非牟利用途的捐款及捐赠；
- (iii) 上述服务、产品及促销标的可能由本行及/或下列各方提供或（就捐款及捐赠而言）徵求：
 - (1) 本行集团成员公司；
 - (2) 第三方金融机构、承保人、信用卡公司、证券及投资服务供应商；
 - (3) 第三方奖赏、客户或会员、合作品牌或优惠计划供应商；
 - (4) 本行及本行集团成员公司之合作品牌夥伴（该等合作品牌夥伴名称会於有关服务及产品的申请表格上列明）；及
 - (5) 慈善或非牟利机构；
- (iv) 除由本行促销上述服务、产品及促销标的以外，本行亦拟将以上(g) (i)段所述的资料提供予以上(g) (iii)段所述的全部或任何人士，以供该等人士在促销该等服务、产品及促销标的使用，而本行为此用途须获得客户书面同意（包括表示不反对）；
- (v) 本行可能因如以上(g) (iv)段所述将资料提供予其他人士而获得金钱或其他财产的回报。如本行会因提供资料予其他人士而获得任何金钱或其他财产的回报，本行会於以上(g) (iv)段所述徵求客户同意或不反对时如是通知客户。

如客户不希望本行如上述使用其资料或将其资料提供予其他人士作直接促销用途，客户可通知本行行使其选择权拒绝促销。

(h) 使用本行应用程式介面（「API」）向客户的第三方服务供应商转移个人资料

本行可根据客户向本行或客户使用之第三方服务供应商所发出的指示，使用本行的 API 向第三方服务供应商转移客户的资料，以作本行或第三方服务供应商所通知客户的用途及/或客户根据条例所同意的用途。

(i) 根据条例的条款及个人信贷资料实务守则，任何客户有权：—

- (i) 查问本行有否持有其资料及查阅该等资料；
- (ii) 要求本行改正任何有关其不准确的资料；
- (iii) 查明本行对於资料的政策及实务及获告知本行持有的个人资料的种类；
- (iv) 要求获告知那些资料会被例行披露予信贷资料服务机构或追讨欠款公司，并获提供进一步资料，藉以向有关信贷资料服务机构或追讨欠款公司提出查阅和改正资料的要求；及
- (v) 就本行向信贷资料服务机构提供的任何帐户资料（为免生疑问，包括任何帐户还款资料），於全数清还欠帐後结束帐户时，指示本行要求信贷资料服务机构自其资料库中删除该等帐户资料，但指示必须於帐户结束後五年内提出及於紧接终止信贷前五年内没有任何拖欠为期超



过 60 日的欠款。帐户还款资料包括上次到期的还款额，上次报告期间（即紧接本行上次向信贷资料服务机构提供帐户资料前不多於 31 日的期间）所作还款额，剩餘可用信贷额或未偿还数额及欠款资料（即过期欠款额及逾期还款日数，清还过期欠款的日期，及全数清还拖欠为超过 60 日的欠款的日期（如有））。

- (j) 如帐户出现任何拖欠还款情况，除非拖欠金额在由拖欠日期起计 60 日届满前全数清还或已撤帐（因破产令导致撤帐除外），否则帐户还款资料（定义见以上(i) (v)段）会在全数清还该拖欠还款後被信贷资料服务机构继续保留多五年。
- (k) 如客户因被颁布破产令而导致任何帐户金额被撤帐，不论帐户还款资料有否显示任何拖欠为超过 60 日的还款，该帐户还款资料（定义见以上(i) (v)段）会在全数清还该拖欠还款後被信贷资料服务机构继续保留多五年，或由客户提出证据通知信贷资料服务机构其已获解除破产令後保留多五年（以较早出现的情况为准）。
- (l) 根据条例的条款，本行有权就处理任何查阅资料的要求收取合理费用。
- (m) 任何关于查阅或改正资料，或索取关于资料政策及实务或所持有的资料种类的要求，应向下列人士提出：—

香港中环德辅道中 10 号 电话:3608 3608
东亚银行有限公司 传真:3608 6172
集团资料保障主任 网址:www.hkbea.com

- (n) 本行或向信贷资料服务机构查阅有关客户的信贷报告用以考虑客户之任何信贷申请。若客户有意索取有关信贷报告，本行会提供有关信贷资料服务机构的联络详情。
- (o) 本通知不会限制客户在个人资料（私隐）条例下所享有的权利。

（文义如有歧异，以英文本为准。）

The Bank of East Asia, Limited 东亚银行有限公司刊发