

BUSINESS READY CASH APPLICATION FORM

Please complete the following in <u>BLOCK LETTERS</u> and place a tick (" $$ ") in the appropriate box.			8				
COMPANY BACKGROUND			113				
Name of the Applicant							
Business Registration No.							
Major Business							
Contact Person							
Contact Tel. No. Office Mobile Fax							
+ If the application is rejected, BEA will send a notification SMS to the mobile numbers of the applicant and guarantor(s) as listed on this application f	orm.						
Business Address							
Correspondence Address (If no instruction is given, the Business Address will be deemed to be the designated correspondence address)							
		Щ					
No. of Branch(es) Branch Address (any branch) Owner(s)' Relevant Experience Years No. of Staff Full Time Part-time Monthly Turnover (HK\$)							
Monthly Salary Expenses (HK\$)							
Monthly Rent Expenses (HK\$)							
LOAN DETAILS							
Applied Loan Amount (HK\$)							

Guarantor(s) should be (a) the Sole Proprietor OR (b) all Partners OR (c) two Major Shareholders of the Applicant.	
Guarantor (1)	
Name	
	Ш
HKID Card No.	
Home Address	
Self owned Rented Living with Relatives	
Telephone No. Home Mobile ⁺	
If the application is rejected, BEA will send a notification SMS to the mobile numbers of the applicant and guarantor(s) as listed on this application form. am a relative of the following director/employee of BEA (name in English as printed on his/her HKID card)	
anna relative of the following directoremployee of DEA (finalite in <u>English</u> as printed of finisher finish card)	
Relationship	
Suproptor (2)	<u></u>
Suarantor (2) ———————————————————————————————————	
HKID Card No.	
Home Address	
Self owned Rented Living with Relatives	
Telephone No. Home Mobile ⁺	
f (the application is rejected, BEA will send a notification SMS to the mobile numbers of the applicant and guarantor(s) as listed on this application form.	
am a relative of the following director/employee of BEA (name in <u>English</u> as printed on his/her HKID card)	
Relationship	
^k Please make a copy of this page if there is insufficient space.	
ASSET	
Applicable to the Applicant; shareholders/directors/sole proprietor/partners of the Applicant; guarantors	
Property Address (1)	
Address (2)	
Securities/Funds	
Current Market Value (HK\$)	
Others	
Others Please specify	

REQUIRED DOCUMENTATION
Please attach copies of the following documents and "\sqrt{"}" the appropriate box(es). Documents provided, including this application form, will not be returned.
Applicable to all directors/shareholders/sole proprietor/partners/guarantors
HKID card (Copies of HKID Card, valid passport issued by place of origin, and Hong Kong visa are required for Hong Kong non-permanent residents.)
Existing BEA customer is not required to provide: HKID Card copy
Applicable to limited company and unlimited company
Licensing/Permits (if any) (e.g. Catering/Education/Travel/Insurance industry)
Business Registration Certificate
Bank statements of major banks for the past 6 months
Tenancy agreement (if any)
MPF record/payroll record
Financial statement (if any)
Asset proof (if any) (e.g. bank statements for the recent month or the latest Demand for Rates and/or Government Rent/the latest repayment schedule of the existing mortgage)
Applicable to limited company
Certificate of Incorporation
Memorandum & Articles of association

DECLARATION

- 1. I/We confirm that the information given above is true and complete in every material respect and I/we understand and acknowledge that if I/we provide any false or incorrect information hereunder, I/we may commit criminal offences in relation to deception and/or providing false information under the laws of the Hong Kong Special Administrative Region. I/We authorise 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 conduct credit checks on my/our credit information with any credit reference agency.
- 2. <u>I/We confirm that no credit card issued in my/our name(s) by any financial institution has been cancelled due to default in payment. I/We also confirm that I/we do not have any overdue payments exceeding 30 days in respect of any of my/our indebtedness (including but not limited to credit cards, mortgages, personal loans, and other financial arrangements). I/We further confirm that no bankruptcy order has ever been made against me/us and I am/we are neither in the process of petitioning for bankruptcy nor have any intention to do so.</u>
- 3. I/We hereby further give my/our consent to BEA that it may carry out matching procedures such as comparing data of me/us or other persons for credit checking or data verification, whether or not for the purpose of taking adverse action against me/us.
- 4. IWe agree that BEA may use information from any credit reference bureau or agency to compare against the data provided by me/us for credit checking and BEA may verify data by making use of the information provided by any credit reference bureau or agency. I/We agree that my/our Instalment Loan ("Loan") account is subject to review from time to time and BEA may access my/our credit report(s) from any credit reference bureau or agency to conduct such review.
- 5. I/We 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/we shall be liable to have my/our account data retained by the credit reference agency for a period of up to 5 years after repayment in full
- 6. I/We further understand that in the event this application is approved, I/we shall have the right to instruct BEA to request the relevant credit reference agency to delete all my/our account data in relation to the account upon termination thereof by full repayment, provided that the account was at no time in default of payment for a period in excess of 60 days during the 5 years immediately preceding the date of account termination.
- 7. I/We understand and agree that BEA 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. I/We agree that BEA may arrange site-visit to the company when processing the Loan application. I/We agree that I/We agree to provide further information and documentation in connection with this application, if deemed necessary by BEA. I/We also understand that this application, together with any other information provided, shall remain BEA's property whether or not this application is approved.
- 8. I/We have read and fully understand and agree to be bound by the Loan terms and conditions, which shall be applicable to the Loan so granted if this application is successful. I/We agree and accept that the approved Loan amount and the applicable interest rate shall be subject to the final approval of BEA and I/we shall pay the monthly repayment amounts, interest, and any applicable fees and charges in accordance with the Loan terms and conditions. I/We also agree that BEA reserves the sole right to adjust the Loan interest rate, fees, and charges, and the terms and conditions at any time in accordance with the applicable code of practice.
- 9. <u>I declare and confirm that I am not referred by a third party in relation to this application. I understand that BEA will not accept and proceed this application if it is referred by third party.</u>
- 10. <u>IWe confirm that I/we have read and understood the Contents of the Declaration, the Personal Data (Privacy) Ordinance, the Terms and Conditions for the Promotional Offer (if applicable) related to this Loan application and agree to be bound by the same.</u>
- 11. (Applicable to the Applicant only) I/We hereby consent to and authorise BEA from time to time to provide any guarantor or provider of security and/or potential guarantor or provider of security and/or each of their legal advisers and/or the referee and BEA's legal adviser in respect of any loan or credit facilities or hire purchase/leasing facilities extended to me/us (the "Facilities") with the following information or documents in order to enable BEA to process the application and (where the application is approved) grant, establish, make available, maintain, operate and/or enforce the Facilities and any security (including without limitation, any guarantee or third party security) relating to the Facilities:
 - (a) any and all my/our personal data, financial information and/or other information relating to me/us, the Facilities and any security relating thereto, any account maintained by me/us with BEA and/or any dealings between me/us and BEA in connection with the Facilities or any security whether collected or obtained by BEA from me/us or any other person or source (including, without limitation, any facility letter, facility agreement, statement of account or formal demand for any overdue amount issued by BEA to me/us, any data and information compiled or generated by BEA and/or any data and information compiled or generated by any other person including any other financial institution or any credit reference agency and provided to BEA);
 - (b) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;
 - (c) a copy of any formal demand for overdue payment which is sent to me/us after I/we have failed to settle an overdue amount following a customary reminder; and
 - (d) on request by the guarantor, provider of security or referee, a copy of the latest statement of account provided to me/us.

OPT-OUT FROM USE OF PERSONAL DATA IN DIRECT I	MARKETING, EXCLUSIVE OF PRIVATE BANKING SERVICES						
Applicable to the (a) shareholders and directors of the Applicant, in the case the case of an unlimited company; (c) any of the guarantor(s) and/or security (of a limited company; (b) sole proprietor or any of the partners of the Applicant, in provider(s) in respect of the Loan.						
Applicant/Guarantor (1)							
The Bank may use your personal data for direct marketing. Please check (" $\sqrt{"}$ ") the relevant box(es) if you do not wish the Bank to use your personal data for direct marketing (exclusive of direct marketing of private banking services solely rendered to the Private Banking customers of the Bank) through any of the following channels: $$ email $$ text messages (SMS/MMS) $$ direct mail $$ statement inserts $$ phone calls. By not checking (" $\sqrt{"}$ ") a particular channel, you consent that the Bank can use your personal data for direct marketing through that channel. If you are a Private Banking customer of the Bank and want to opt out from direct marketing activities of private banking services of the Bank, please contact your Relationship Manager.							
Provision of personal data to third party for direct marketing: The Bank may provide your personal data to any other group members of The Bank of East Asia, Limited for their use in direct marketing of banking, insurance, and financial related services and products in return for money or other property.							
You should check ("\") this box if you do not wish the Bank to provide your personal data to any other group members of The Bank of East Asia, Limited for their use as stated above.							
Applicant/Guarantor (2)							
The Bank may use your personal data for direct marketing. Please check (" $\sqrt{"}$ ") the relevant box(es) if you do not wish the Bank to use your personal data for direct marketing (exclusive of direct marketing of private banking services solely rendered to the Private Banking customers of the Bank) through any of the following channels: \square email \square text messages (SMS/MMS) \square direct mail \square statement inserts \square phone calls. By not checking (" $\sqrt{"}$ ") a particular channel, you consent that the Bank can use your personal data for direct marketing through that channel. If you are a Private Banking customer of the Bank and want to opt out from direct marketing activities of private banking services of the Bank, please contact your Relationship Manager.							
Provision of personal data to third party for direct marketing: The Bank may provide your personal data to any other group members of The Bank of East Asia, Limited for their use in direct marketing of banking, insurance, and financial related services and products in return for money or other property.							
You should check ("\") this box if you do not wish the Bank to pr Asia, Limited for their use as stated above.	ovide your personal data to any other group members of The Bank of East						
Important Note: The above represents your present choice as to whether or not to receive direct marketing contact or information which shall become effective and shall replace any choice regarding direct marketing communicated by you to the Bank prior to this application ONLY AFTER successful opening of this account. Accordingly, if you wish the Bank to update your choice in relation to direct marketing arrangement immediately, please contact our branch staff for separate arrangement.							
Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in The Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement of the Bank ("Statement"). Please also refer to the Statement on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.							
	, , , ,						
X							
Chop and Signature of the Applicant (Include signature of all guarantors)	Date						
X							
Signature of Guarantor (1)	Date						
X							
Signature of Guarantor (2) Date							
* Please make a copy of this page if there is insufficient space.							
To borrow or not to borrow? Borrow only if you can repay!							
FOR BAN							
Application Referred By	IK USE ONLY						
Application Referred by	Channel of origin (please place a " $$ " in the appropriate box):						
Branch/Dept. Code Staff Code	Channel of origin (please place a "√" in the appropriate box): ☐ Online (INT) - referring to BDT						
	Channel of origin (please place a " $$ " in the appropriate box):						



Business Ready Cash Terms and Conditions

1. All Annualised Percentage Rates ("APRs") are calculated according to the standard method set out in the Code of Banking Practice and include a non-refundable arrangement fee on the loan amount which is calculated as an additional loan to the instalment loan. Both APRs and monthly repayments are rounded up or down to the nearest 2 decimal places. Please note that actual APRs and monthly repayments may differ.

Repayment period	14 months	26 months	38 months	50 months	60 months	
Payment holiday	First 2-month interest-free payment holiday					
Repayment	3 rd – 14 th month	3 rd – 26 th month	3 rd – 38 th month	3 rd – 50 th month	3 rd – 60 th month	
Arrangement fee	1%	2%	3%	4%	5%	

- 2. The interest rate that a customer is entitled to is subject to the evaluation of the customer's financial status and the results of a credit check by the Bank of East Asia, Limited ("BEA"). BEA reserves the right of final approval of the interest rate upon receipt of all relevant documents from the customers.
- 3. Cash rebate is available to CorporatePlus Account customers who successfully draw a loan amount of \$100,000 or above.
- 4. Cash rebate will be credited to the customer's CorporatePlus Account between 22nd and 24th April, 2020.
- 5. Cash rebate is non-transferrable.
- 6. The customer's loan account must be valid at the time that the rebate is given.
- 7. The above information is for reference only. BEA reserves the right to vary or cancel this offer and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.
- **8.** The Bank's sales staff (including direct sales staff and authorised agents) are remunerated not only based on their financial performance, but also according to a range of other factors, including their adherence to best practices and their dedication to serving customers' interests.

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



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:

- (1) 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 and other financial services.
- (2) 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 and other financial services.
- (3) It is also the case that data is 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 Bank, by means of documentation or telephone recording system as the case may be.
- (4) The purposes for which data relating to a customer may be used are as follows:
 - (i) processing and considering applications for products and services and the daily operation of products, 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 Bank'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, products and other subjects (please see further details in paragraph (7) below);
 - (viii) verifying the data or information provided by any other customer or third party;
 - (ix) determining amounts owed to or by customers;
 - (x) enforcing customers' obligations, including but not limited to the 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:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) 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 Hong Kong 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);
 - (c) 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.
- (5) 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 (4) above:-
 - 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) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) 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 Hong Kong and may be existing currently and in the future;
 - (vi) 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
 - (vii) (a) the Bank's group companies;
 - (b) third party financial institutions, insurers, credit card companies, stored value facilities issuers, merchant acquiring banks or companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) 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);
 - (e) charitable or non-profit making organisations; and
 - (f) 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 (4)(vii) above.
 - Such information may be transferred to a place outside Hong Kong.
- (6) 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 1 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 a credit reference agency:
 - (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.

The credit reference agency 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 in Hong Kong, 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 database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(7) 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:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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:
 - (a) the Bank's group companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) 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
 - (e) 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 (7)(i) above to all or any of the persons described in paragraph (7)(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 (7)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (7)(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.

A customer may provide his consent for the Bank to use or provide to other persons his data for use in direct marketing as described above by notifying the Group Data Protection Officer of the Bank (Please see contact details in paragraph (12) below).

- (8) 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 a data access and correction request to the relevant credit reference agency or debt collection agency; 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 did the account have a default of payment lasting in excess of 60 days within five years immediately before account termination. Account repayment data includes 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 a 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)).
- (9) 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 (8)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (10) 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 (8)(v) above) may be retained by the credit reference agency, 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, whichever is earlier.
- (11) 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.
- (12) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:

The Group Data Protection Officer Tel: 3608 3608
The Bank of East Asia, Limited Fax: 3608 6172
10 Des Voeux Road Central Website: www.hkbea.com

Hong Kong

- (13) The Bank 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 Bank will advise the contact details of the relevant credit reference agency.
- (14) Customers may, at any time, request the Bank 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 (12).
- (15) After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of seven years or such other period as prescribed by applicable laws and regulations.
- (16) Nothing in this statement shall limit the rights of customers under the Ordinance.