BEA 東亞銀行

121120048

DEBT CLEARANCE PLAN APPLICATION FORM

Please complete the following in BLOCK LETTERS and place a tick ("√") in the appropriate box.

1. Applicant must be Hong Kong resident aged 18 or above who has a minimum monthly basic salary of HK$5,000 and who has been employed by his/her present employer for at least 3 months.
2. Application process and loan drawdown will be completed within 6 working days upon receipt of all requisite documents and information. BEA will contact the applicant by telephone to confirm the approved loan amount and interest rate upon approval. If the applicant accepts the approved loan package, the approved loan proceeds will be credited to the applicant's designated bank account(s) upon receipt of the signed loan confirmation letter from the applicant.
3. To protect your privacy rights, please read the BEA's The Personal Data (Privacy) Ordinance – Personal Information Collection (Customers) Statement printed on this application form before providing your personal information.

LOAN DETAILS

Requested Instalment Loan (the "Loan") Amount under the Debt Clearance Plan HK$ _____ (minimum HK$5,000)

Repayment Period ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☐ 60 ☐ 72 Months

Purpose of the Loan

PERSONAL DATA

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss

Name in English as printed on HKID Card (Please complete in BLOCK LETTERS)

Date of Birth D M Y

HKID Card No. (Please provide a copy)

Marital Status ☐ Single ☐ Married ☐ Others_____

Residential Address in English
(Please complete in BLOCK LETTERS to ensure delivery. P.O. boxes and overseas addresses are not accepted.)

Room Floor Block/Building

Estate/Development Road/Street

District ☐ HK ☐ KLN ☐ NT

Length of Residence Years Months ☐ Living with Parents ☐ Quarters ☐ Owned

☐ Rented Applicant's Monthly Rent HK$

☐ Mortgaged Applicant's Monthly Instalment HK$

Residential Tel. No. Mobile Phone No.

Document Nationality/Region (Copies of HKID Card, valid passport issued by place of origin, and Hong Kong visa are required for Hong Kong non-permanent residents)

Education Level ☐ University or above ☐ Post-secondary ☐ Secondary ☐ Below secondary

E-mail Address

OCCUPATION

Company Name in English

Office Address in English
(Please complete in BLOCK LETTERS to ensure delivery. P.O. boxes and overseas addresses are not accepted.)

Room Floor Block/Building

Road/Street

District

☐ HK ☐ KLN ☐ NT

Office Tel. No. Years of Service Nature of Business

Position Monthly Income (Please provide proofs of income)

HK$

MONTHLY REPAYMENT DIRECT DEBIT AUTHORISATION

Once the instalment loan ("Loan") is approved, I hereby irrevocably request and authorise The Bank of East Asia, Limited ("BEA") to debit the Loan monthly repayments and all outstanding balances (including but not limited to the Loan principal, interest, charges and expenses) due and payable to BEA from time to time from my designated HKD current/savings account as specified below ("Designated Account"), and to apportion the monthly repayments among principal, interest, charges and expenses as BEA deems appropriate at its sole discretion:

☐ Bank Name **The Bank of East Asia, Limited**

Designated Account No.

or

☐ HKD Current/Savings Account Held at Another Bank

Bank Name

Designated Account

Bank No. – Branch No. – Account No.

In respect of the above arrangement for debit authorisation, I hereby further acknowledge and agree that:

(1) should there be insufficient funds in the Designated Account to meet any debit hereby authorised, BEA shall be entitled, at its sole discretion, not to effect such debit in which event BEA may apply the BEA's usual charges as stated in BEA's Bank Charges – General Services which can be obtained from BEA branch, BEA customer services hotline on (852) 2211 1333, and BEA website and cancel this authorisation at any time with one week's written notice;

(2) this authorisation shall be valid and effective until further notice;

(3) any notice of cancellation or variation of this authorisation, which I may give to BEA, should be in writing and be only taken effect after 7 working days from the receipt of BEA of such written cancellation or variation and for the avoidance of doubt, this authorisation shall remain valid and effective before such cancellation or variation takes effect; and

(4) if the Designated Account is cancelled or terminated, I shall forthwith provide another appropriate bank account as replacement and sign such document(s) as necessary to effect such replacement.

Notes:

1. The Designated Account must be the applicant's personal account and held in his/her sole name.
2. The applicant shall be responsible for the handling fee charged by the other bank when inter-bank transfers or direct debit transactions are processed. The applicant should contact the relevant bank directly for details and to make the necessary arrangements.

ADDITIONAL INFORMATION

1. I am a relative of the following director/employee of BEA (name in English as printed on his/her HKID card).

   Relationship

2. Please send all Loan-related correspondence to:

   ☐ Residential Address ☐ Office Address

   (P.O. boxes and overseas addresses are not accepted.)

   If no instruction is given, your residential address will become your designated correspondence address for the Loan account.

DOCUMENTS REQUIRED

To ensure that your application is processed promptly, please enclose copies of the following documents and "√" the appropriate box(es). Documents provided, including this application form, will not be returned.

☐ Hong Kong Identity Card (Copies of HKID Card, valid passport issued by place of origin, and Hong Kong visa are required for Hong Kong non-permanent residents)

☐ Any one of the following proofs of income:

- The latest income tax demand note or the salary slip for the past month
- Bank statements/passbook records for the past 3 months showing your name, account number, and salary entries
- Company's business registration certificate and latest tax demand note (only applicable to a sole proprietor or a partner of a business)

☐ Existing BEA customer is not required to provide: HKID Card copy

Note: Additional documents may be required for approval of application.

DECLARATION

1. I confirm that the information given above is true and complete in every material respect and I understand and acknowledge that if I provide any false or incorrect information hereunder, I may commit criminal offences in relation to deception and/or providing false information under the laws of the Hong Kong Special Administrative Region. I authorise BEA to contact any necessary party for verification or further information at any time, including but without limitation to conduct credit checks on my credit information with any credit reference agency.
2. I confirm that no credit card issued in my name by any financial institution has been cancelled due to default in payment. I also confirm that I do not have any overdue payments exceeding 30 days in respect of any of my indebtedness (including but not limited to credit cards, mortgages, personal loans, and other financial arrangements). I further confirm that no bankruptcy order has ever been made against me and I am neither in the process of petitioning for bankruptcy nor have any intention to do so.
3. I hereby further give my consent to BEA that it may carry out matching procedures such as comparing data of me or other persons for credit checking or data verification, whether or not for the purpose of taking adverse action against me.
4. I agree that BEA may use information from any credit reference bureau or agency to compare against the data provided by me for credit checking and BEA may verify data by making use of the information provided by any credit reference bureau or agency. I agree that my Loan account is subject to review from time to time and BEA may access my credit report from any credit reference bureau or agency to conduct such review.
5. I understand that in the event of any default in payment, unless the amount in default is fully repaid before the expiry date of 60 days from the date such default occurred, I shall be liable to have my account data retained by the credit reference agency for a period of up to 5 years after repayment in full.
6. I further understand that in the event this application is approved, I shall have the right to instruct BEA to request the relevant credit reference agency to delete all my 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 understand and agree that BEA reserves the sole right to decline this application or approve an amount less than the one I have applied for without disclosing any reason. I agree to provide further information and documentation in connection with this application, if deemed necessary by BEA. I 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 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 agree and accept that the approved Loan amount and the applicable interest rate shall be subject to the final approval of BEA and I shall pay the monthly repayment amounts, interest, and any applicable fees and charges in accordance with the Loan terms and conditions. I 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. 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.
10. I confirm that I have read and understood the Contents of the Declaration, the Key Facts Statement, the Personal Data (Privacy) Ordinance and the Terms and Conditions for the Promotional Offer (if applicable) related to this Loan application and agree to be bound by the same.

OPT-OUT FROM USE OF PERSONAL DATA IN DIRECT MARKETING, EXCLUSIVE OF PRIVATE BANKING SERVICES

The Bank may use your personal data for direct marketing. Please check ("√") 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 ("√") 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.**

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 _____ _____

Signature of Applicant* Date

*Signature should correspond to the specimen signature on record for the Designated Account.

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

FOR BANK USE ONLY

☐ CDD Exercise Completed

Application Referred By	
Branch/Dept. Code	Staff Code

PDPO (01/2017)

Please submit the application form and required documents to:
Central Operations Department, 30/F, BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kowloon, Hong Kong by mail, or to any BEA branch in person.

BEA 東亞銀行

Terms and Conditions

1. The interest rate that a customer is entitled to is subject to the evaluation of the customer's financial status and credit check results 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 customer. BEA will charge a non-refundable arrangement fee of 1.2% p.a. on the loan amount (the "Arrangement Fee"), which is calculated as an additional loan to the instalment loan. The monthly flat rate can be as low as 0.03%, with an annualised percentage rate ("APR") equivalent to 2.91% (for a 12-month repayment period) after including the Arrangement Fee. The APR is calculated according to the standard method set out in the Code of Banking Practice and is rounded up or down to the nearest 2 decimal places. Please note that the actual APR may differ.
2. Customers are required to transfer the full outstanding balances of instalment loan, overdraft, or credit card accounts maintained with other banks or financial institutions to the instalment loan account opened under the debt clearance plan.
3. Information about early full repayment of the Loan is available on our website at www.hkbea.com/loan_faq.
4. BEA reserves the right to approve or decline any loan application and is not obligated to provide reasons for declined applications. BEA may determine the final approved loan amount and extra cash-out amount for another repayment period at a different interest rate at its sole discretion.
5. The above information provided is for reference only. BEA reserves the sole 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.

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

BEA 東亞銀行

Debt Clearance Plan Terms and Conditions

1. The Bank of East Asia, Limited ("We" or "us") reserves the right at our discretion to apportion the monthly repayment amount of the Instalment Loan (the "Loan") under the Debt Clearance Plan. The proportion of loan principal, interest and non-refundable arrangement fee (if applicable) in each repayment amount is calculated according to the formula known as the "Rule of 78". Information on the "Rule of 78" is available on our website at www.hkbea.com/rule_of_78. We shall debit the customer's current/savings account (the "Designated Account") for the amount of each monthly repayment commencing one month after the Loan has been granted to the customer ("you").
2. The amount of the Loan will be disbursed by way of cashier's order or interbank fund transfer in accordance with your requested amount, the name of the beneficiary bank(s)/financial institution(s) (the "Beneficiary Institution"), and the beneficiary account number(s).
   - 2.1 Where the amount of the Loan is disbursed by interbank fund transfer, the Beneficiary Institution may charge a handling fee. We shall not be liable for such fee.
   - 2.2 If the amount of the Loan cannot be disbursed by interbank fund transfer, it will be disbursed by cashier's order. Where the amount of the Loan is disbursed by cashier's order, it will be sent by registered mail to your correspondence address. Upon receiving it, you should deposit the cashier's order into your Beneficiary Institution accordingly.
3. To avoid any additional interest and/or fees arising from any amount owed to the Beneficiary Institution, once the amount of the Loan has been disbursed, you should contact the Beneficiary Institution directly to verify the actual outstanding amount for your prompt settlement request and cancel your account with them (if applicable and acceptable to you).
   - 3.1 In the event of the amount of the Loan being insufficient to settle the outstanding amount owed to the relevant Beneficiary Institution in full, you shall be responsible for repaying the residual outstanding amount to the Beneficiary Institution.
   - 3.2 We will not be liable for any prepayment fees, charges, interest, and/or penalties (if applicable) set and charged by the Beneficiary Institution for your settlement request (including but not limited to early settlement/prepayment).
   - 3.3 The actual settlement date may vary according to the policies and procedures of the Beneficiary Institution. Before the full outstanding amount of the beneficiary account(s) has been settled successfully, you should note the repayment due date of the beneficiary account(s). Under no circumstances shall we be liable for any interest, charges, fees or penalties arising from any amount owed to the Beneficiary Institution.
4. In the event that the Beneficiary Institution returns the disbursed funds with levies/charges because of incorrect information provided by you or due to your individual circumstances/situations, we will charge the Designated Account the corresponding levies/charges accordingly.
5. Interest rates on the Loan shall vary from time to time at our discretion and, notwithstanding any other terms and conditions, you agree to pay to us forthwith on demand all outstanding principal, interest, other charges, and/or expenses in connection with the Loan. You agree to maintain adequate funds in the Designated Account pursuant to the requirement of the Loan to meet each monthly repayment as it falls due. We may, at our discretion, terminate the Loan, and the whole of the outstanding balance together with accrued interest, other charges, and expenses shall immediately be due and payable, in such circumstances as we may consider appropriate, including but not limited to the following:
   - 5.1 If you fail to make a monthly repayment on any payment due date; or
   - 5.2 If you increase the credit limit of a credit card and/or loan account which you have agreed to reduce; or
   - 5.3 If you re-open a credit card and/or loan account which you have agreed to cancel; or
   - 5.4 If you increase the credit limit of any credit card and/or loan account within 12 months of drawing down the Loan; or
   - 5.5 If you apply for any unsecured facility with another financial institution within 12 months of drawing down the Loan; or
   - 5.6 If you fail to abide by any of these Terms and Conditions.
6. The amount of the last monthly repayment may not be equal to the amount of each of the previous monthly repayments and such amount of the last monthly repayment shall be the outstanding amount of the Loan.
7. Partial prepayment is not allowed. Early full repayment of the Loan will be permitted providing the entire outstanding principal of the Loan is paid in full as well as accrued interest payable for the month, other charges and expenses (if applicable), plus a repayment fee or such other amount as determined by us at our discretion from time to time. The repayment fee shall be calculated with reference to the number of years in the remaining loan period (any part of a year shall be rounded up to a full year) and chargeable for each year at a rate of 2% per annum on the original loan amount. Information about early full repayment of the Loan is available on our website at www.hkbea.com/loan_faq.
8. Any instalments in arrears will be subject to a default interest calculated on a daily basis at 3% per month on the total monthly repayment amount then overdue, plus a late charge of HK$400, and will be debited from the relevant Designated Account. A statement or demand (in whatever form BEA deems appropriate) issued by BEA shall be conclusive evidence of the amount due and owing to BEA.
9. We will charge a fee of HK$200 per set for the re-issuance of the Loan confirmation letter or repayment schedule and the issuance of letter to confirm the Loan information.
10. Your application for the Loan, either in writing, by telephone, or via the Internet, will be deemed to represent your acceptance of the Terms and Conditions. We may (but shall not be obliged to) record all communications between you and us, including but not limited to all telephone conversations and instructions given by you to us, in writing and/or by tape recording and/or any other methods as we may determine from time to time. You hereby acknowledge and agree to our practice of recording relevant conversations. Our record of such communications and instructions given by you to us may be retained by us for such period as we deem appropriate. Our record shall be conclusive and binding on you.
11. We reserve the right to review, modify, reduce, and/or cancel the Loan and demand immediate repayment of the outstanding balance and interest at any time. In any event, the Loan will be subject to our terms and conditions as prescribed by us from time to time at our discretion.
12. We may take such action as we may at our discretion deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us. You agree to reimburse us for all costs and expenses reasonably incurred by us on a full indemnity basis with respect to any such enforcement action including all legal charges, expenses, and charges/fees to employ third party agencies. You also agree and authorise us to disclose all information relating to you and the Loan to third party agencies for the purpose of debt collection and other reasonable actions.
13. If this application is submitted by joint applicants, these Terms and Conditions shall bind all of the customers jointly and each of them separately and their liabilities and obligations to us hereunder shall be joint and several. These Terms and Conditions shall bind each of the customers separately even if the same are unenforceable against all or any one of them. We shall be entitled to discharge or release or reach any agreement with any one of the customers on such terms as we may deem fit without affecting our rights and remedies against the other(s).
14. The Terms and Conditions applicable to the Loan may vary from time to time whereupon we will notify you of any such variation in accordance with the relevant code of practice.
15. Without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal, interest, other charges and expenses and other obligations and liabilities to us shall immediately be due and payable without further notice under the conditions below. We may, without notice to you, combine or consolidate the amount of the outstanding balance and/or interest accrued and other charges and expenses thereon with any other accounts that you maintain with us, whether solely in your name or individually or jointly with any other party or parties (including but not limited to fixed deposit accounts, the maturity of which may for this purpose be accelerated by us) and set off or transfer any money standing to the credit of your other accounts in or towards satisfaction of your liability to us under the Loan:
    - 15.1 violation of any of these Terms and Conditions;
    - 15.2 any attachment, execution, or similar process is levied against you;
    - 15.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;
    - 15.4 if you are petitioned bankrupt;
    - 15.5 the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of your property;
    - 15.6 your death or mental disability; or
    - 15.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
16. You must notify us immediately in writing of any change to your personal information including but not limited to address, phone number(s), and occupation.
17. 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.
18. No person other than You or Us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
19. These Terms and Conditions shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

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

BEA 東亞銀行

Key Facts Statement (KFS) for Instalment Loan

The Bank of East Asia, Limited

Debt Clearance Plan
[22nd July, 2019]

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

Interest Rates and Interest Charges	
Annualised Percentage Rate (APR[1])	**For a loan amount of HK$100,000:** **Loan Tenor** | **6 -month** | **12-month** | **24-month** **APR** (or range of APR) | Not applicable* | **3.60% - 33.15%** | **5.89% - 33.35%** * This product does not offer a loan tenor of 6 months because the minimum loan tenor offered is 12 months.
Annualised Overdue/Default Interest Rate	**36%** **A default interest of 3% per month** will be charged on the total monthly repayment amount then overdue which is calculated on a daily basis This interest is calculated according to a simple formula: Overdue instalment amount x 3%/No. of days in current month x No. of days overdue
Fees and Charges	
Handling Fee*[2] * as the Arrangement Fee charged by BEA	**1.2% per annum of original loan amount** This fee is calculated as below: Original loan amount x Handling Fee (in %) x Approved loan tenor (in number of years)
Late Payment Fee and Charge	**HK$400 per instalment**
Prepayment/Early Settlement/Redemption Fee*[3] * as the Prepayment Fee charged by BEA	**2% per annum of original loan amount** which will be calculated with reference to the number of years in the remaining loan period (any part of a year shall be rounded up to a full year) This fee is calculated as below: Original loan amount x 2% x Remaining loan tenor (in number of years)
Returned Cheque/Rejected Autopay Charge	Not applicable

Additional Information	
Re-issuance of Loan Confirmation Letter	**HK$200** per letter
Re-issuance of the Loan Repayment Schedule	**HK$200** per set
Issuance of Letter to Confirm the Loan Information	**HK$200** per letter

Remarks:

1. An APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. The APR is calculated according to the standard method set out in the Code of Banking Practice. The calculation has already included the arrangement fee of 1.2% per annum of original loan amount and is rounded up or down to the nearest 2 decimal places.
2. This is the arrangement fee for a loan application. After the application has been approved, BEA will charge an arrangement fee which is added to the loan amount for interest calculation and monthly repayment.
3. The proportion of loan principal, interest and non-refundable arrangement fee (if applicable) in each repayment amount is calculated according to the formula known as the "Rule of 78". Information on the "Rule of 78" is available on our website at www.hkbea.com/rule_of_78.

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BEA 東亞銀行

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:-
   - (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) 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;

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(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.

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

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