BEA東亞銀行

BEA Towngas Credit Card Welcome Offer Terms & Conditions

- The promotional period for the Welcome Offer runs from 1 July 2026 to 13 January 2027 (both dates inclusive) ("Promotional Period").
- The Welcome Offer is only available to customers who have not held a principal BEA Credit Card (excluding the BEA Corporate Card and all cobranded/affinity cards, supplementary cards and selected customers) in the 6 months prior to the application submission and approval date ("Eligible Customer").
- Each eligible customer can enjoy the welcome offer once only and the offer cannot be enjoyed in conjunction with other promotional offers unless otherwise specified. The Bank reserves the right of final decision to the entitlement of offers.
- No Welcome Offer will be given to an Eligible Customer who is unable to achieve the spending requirement within the relevant Spending Period.
- If the cardholder cancels his/her BEA Credit Card mentioned above within 12 months from the date the account is opened, the Bank of East Asia, Limited (the "BEA") shall be entitled to debit an amount equal to the value of the welcome offer from the relevant account without prior notice.
- The BEA reserves the sole right to approve or decline any credit card application, to assign any card type, and to grant any credit limit.

Spending Requirement

1. To qualify for the HK$300 Cash Rebate ("Cash Rebate"), the cardholder is required to fulfil below spending requirement with the new card within 2 months of its issue date (the "Spending Period"):
   (i) successfully activate the new Principal BEA Towngas Credit Card (the "Principal Card") **AND**
   (ii) reach HK$3,000 or above in Eligible Spending within Spending Period.
2. Eligible local and overseas retail spending ("Eligible Spending") includes:
   (i) Eligible local retail spending: local retail transactions/online purchases.
   (ii) Eligible overseas retail spending: (a) retail transactions made outside of Hong Kong and posted in any currency other than Hong Kong dollars, (b) transactions settled in Hong Kong dollars under Dynamic Currency Conversion, and (c) online transactions posted in any currency other than Hong Kong dollars.
3. **Ineligible Spending includes** transactions of supplementary card(s), "Cash in Hand" loan amounts, "Pay My Way" Auto Instalment Programme, cash advances, "Cash in Hand", "Pay My Way" Auto Instalment Programme and cash advance handling and administration fees and interest, Octopus top-up transactions by any means (including but not limited to Automatic Add Value Service (AAVS), online or through mobile), fund transfer amounts, purchases and/or recharge of prepaid cards, reloading of/transfers/retail transactions using digital wallets (including but not limited to Alipay, AlipayHK, PayMe, WeChat Pay and WeChat Pay HK), transactions of any supermarkets, transactions to government departments, instalments for retail purchases, mail/fax/telephone orders, casino transactions, casino chip purchases, foreign exchange, finance charges, late charges, credit card annual fees, online/ATM bill payments, tax payments, recurring transactions, auto-pay transactions, bank charges, unposted/cancelled/refunded transactions, transactions that are found to be fraudulent or are eventually cancelled/refunded and any other transactions as determined by BEA from time to time.

Welcome Offer Arrangement

4. The Cash Rebate will be credited to the principal card account on or before 30 June 2027, and will appear on the related statement.
5. The cardholder's eligible account must be valid during the promotion period and at the time the Cash Rebate is given. The Cash Rebate cannot be converted into cash and is not transferrable either to third parties or any other accounts held by the cardholder. Any Cash Rebate credited can be used to offset the balance of the relevant card account only.
6. Customer is liable to inform the BEA within 1 month after the said period mentioned in clause (4) if he or she did not receive the rebate, else the offer(s) are deemed forfeited.

General Terms and Conditions

1. All spending is calculated on the basis of the date of spending.
2. BEA has the sole and absolute discretion to determine what transactions are eligible.
3. To calculate the Eligible Customer/Eligible Cardholder's spending, in the case of eligible overseas transactions that are made outside of Hong Kong and are posted in any currency other than Hong Kong dollars: such transactions will be converted into Hong Kong dollars together with the relevant foreign currency transaction fee (if applicable) at the exchange rate of Mastercard Asia/Pacific (Hong Kong) Limited, Visa International, UnionPay International, or JCB International as on the day of conversion.
4. BEA will calculate all eligible spending according to the merchant codes or transaction type drawn up by Mastercard Asia/Pacific (Hong Kong) Limited/Visa International/UnionPay International/JCB International or a merchant's acquiring bank. BEA may stipulate at its sole discretion what constitutes eligible spending. BEA has no obligation to clarify which transactions are eligible for the welcome offer before the cardholder conduct the transactions.
5. The spending/cash rebates and Welcome Offer are calculated by a computer system. BEA's record shall be final and conclusive.
6. Cardholder is required to keep all original sales slips or official payment records of the Eligible Spending. In case of any dispute, the Bank reserves the right to request the cardholder to submit these slips, records, and/or further evidence for inspection which will not be returned.
7. If a transaction proves to be ineligible, BEA shall be entitled to deduct an amount equivalent to the Welcome Offer directly from the cardholder's account.
8. The Eligible Customer/Eligible Cardholder's account must be valid during the promotion period and at the time the Welcome Offer is given.
9. BEA reserves the right to vary or cancel this promotion and/or amend or revise 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.
10. Please visit the BEA website for details and terms and conditions of individual offers.
11. No person other than the Eligible Customer/Eligible Cardholder or BEA 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 the BEA Credit Cardholder Agreement (Personal Account).
12. These Terms and Conditions shall be governed by, and construed in accordance with, Hong Kong law. 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.
13. BEA permanent staff are not entitled to receive a welcome gift (including both BEA Credit Card and co-branded/affinity card).
14. In case of any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.

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

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

(07/2026)

BEA東亞銀行

Key Facts Statement (KFS) for Credit Card[i]

The Bank of East Asia, Limited ("BEA")

Credit Card
23rd June, 2025

This product is a credit card.
This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our cardholder agreement for details. Please read and understand the information in this KFS before you apply for this product. You will be requested to confirm that you have read and understood the information in this KFS when submitting the application.

Interest Rates[1] and Interest Charges		
Interest Rate for Retail Purchase[ii]	BEA CENTENNIAL World Elite Mastercard	**4.92%** when you open your account and it will be reviewed from time to time.
	Other BEA Credit Cards	**31.08%** when you open your account and it will be reviewed from time to time.
Interest Rate for Cash Advance[iii]	BEA CENTENNIAL World Elite Mastercard	**4.08%** when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full. Interest charge may be accrued after the statement cut-off date, you may contact us to check how to fully settle the interest charge before the next statement date.
	Other BEA Credit Cards	**29.01%** when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full. Interest charge may be accrued after the statement cut-off date, you may contact us to check how to fully settle the interest charge before the next statement date.
Annualised Percentage Rate (APR) for Retail Purchase[2]	BEA CENTENNIAL World Elite Mastercard	**5.04%** (monthly rate at 0.41%) when you open your account and it will be reviewed from time to time. **We will not charge you interest if you pay your balance in full by the due date each month.** Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.
	Other BEA Credit Cards	**35.91%** (monthly rate at 2.59%) when you open your account and it will be reviewed from time to time. **We will not charge you interest if you pay your balance in full by the due date each month.** Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.
APR for Cash Advance[2]	BEA CENTENNIAL World Elite Mastercard	**5.04%** (monthly rate at 0.34%) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full. Interest charge may be accrued after the statement cut-off date, you may contact us to check how to fully settle the interest charge before the next statement date.
	Other BEA Credit Cards	**35.91%** (monthly rate at 2.42%) when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full. Interest charge may be accrued after the statement cut-off date, you may contact us to check how to fully settle the interest charge before the next statement date.
Delinquent APR for Retail Purchase (APR)[2,iv]		**35.91%** (monthly rate at 2.59%) may be applied to your account if you fail to settle the minimum payment due as specified on the Statement on or before the payment due date for 2 consecutive months. The default finance charge will supersede the finance charge for the next Statement period.
Delinquent APR for Cash Advance (APR)[2,v]		**35.91%** (monthly rate at 2.42%) may be applied to your account if you fail to settle the minimum payment due as specified on the Statement on or before the payment due date for 2 consecutive months. The default finance charge will supersede the finance charge for the next Statement period.
Interest Free Period[3]		Up to **56** days
Minimum Payment[4,vi]		All interest and fees and charges including annual membership fees that may be charged, plus 1% of outstanding principal (minimum: HK$/CNY50), plus any outstanding minimum payment due and over credit limit amount.

Fees		
Annual Membership Fee[5,vii] (per card)	**Principal Card**	**Supplementary Card**
– Classic Card	**HK$300**	**HK$150**
– Gold Card	**HK$600**	**HK$300**
– Titanium Card/BEA GOAL Credit Card	**HK$600**	**HK$300**
– PLATINUM Card	**HK$1,500**	**HK$800**
– JCB PLATINUM Card	**HK$800**	**HK$400**
– UnionPay Dual Currency PLATINUM Credit Card	**HK$600**	**HK$300**
– UnionPay Dual Currency DIAMOND Credit Card	**HK$1,800**	**HK$900**
– Visa Signature Card	**HK$1,800**	**HK$900**
– World Mastercard	**HK$1,800**	**HK$900**
– Corporate Card	**HK$980**	Not applicable
– BEA CENTENNIAL World Elite Mastercard	**HK$19,800**	Not applicable
Cash Advance Fee[4,6] (applicable to cash advance and fund transfer to other accounts)	**5%** of transaction amount or HK$/CNY100 (whichever is the higher)(per transaction)	

Fees relating to Foreign Currency Transaction[viii]		• **1.95%** per transaction amount effected in a currency other than Hong Kong dollar (inclusive of a fee charged by Visa/Mastercard/JCB to the Bank, if applicable). • **1%** per transaction amount effected in a currency other than Hong Kong dollar (inclusive of a fee charged by UnionPay to the Bank, if applicable). • Foreign currency transactions will be converted into Hong Kong dollars at the Visa/Mastercard/JCB/ UnionPay exchange rate on the day each transaction is processed, and will include a service charge levied by BEA. The exchange rate is determined on the date that the transaction is processed by Visa/Mastercard/JCB/UnionPay, which may be different from the actual transaction date and therefore subject to market fluctuation.
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars		• Cardholders may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, Cardholders are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. This fee is not charged by the card issuer. • BEA will charge a markup on the foreign currency transactions in Hong Kong dollars. For the markup detail, please refer to "Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong".
Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong		**1%** per transaction amount for Hong Kong dollar transactions made outside of Hong Kong or with any merchant not registered in Hong Kong[15] (e.g. internet transaction)(inclusive of a fee charged by Visa/Mastercard/JCB/UnionPay to the Bank, if applicable).
Late Payment Fee[4,ix]		**HK$/CNY350** or the amount of minimum payment, whichever is the lower, per billing cycle
Over-the-limit Fee[4,8,x]		**HK$/CNY350** per billing cycle
Returned Payment Fee[4,9,xi]		**HK$/CNY150** per returned payment
Replacement Card Fee	BEA CENTENNIAL World Elite Mastercard	**HK$800** each time
	Other BEA Credit Cards	**HK$120** each time
Chargeback Handling Fee[4,10]		**HK$/CNY150**
Charge for Over-the-counter Payment[7,11]		**HK$40** each transaction per credit card
Bill Settlement Handling Fee (applicable to Banking & Credit Card Services, Credit/Financial Services, and Securities Trading)		**5%** of the Payment Amount per transaction (minimum: HK$100)
Paper Statement Fee[12,13]		**HK$50**
Courier Service Fees **– Local** **– Overseas** **– Returned Overseas Courier For Unsuccessful Deliveries**		– Not applicable – **HK$300** – **HK$300**
Additional Statement Copy		**HK$50** per copy
Additional Copy of Sales Draft/ Cash Disbursement Draft		**HK$50** per copy
Claim gifts in the Bonus Gallery through our customer service hotline[14]		**HK$50** per redemption
Issuance of Confirmation Letter		**HK$200** per letter
Credit Balance Refund Handling Fee[4]		**HK$/CNY50** each time

Remarks:

1. The interest rate is the basic interest rate shown as a percentage of the amount borrowed over a year. **2.** An APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualized rate. The APR is calculated according to the Net Present Value ("NPV") Method as specified in the Code of Banking Practice. The APR for cash advances is inclusive of the Cash Advance Fee. **3.** Interest Free Period refers to the period of time when no interest is charged on customers' use of the credit card, so long as payment of the statement balance is received in full on or before the payment due date. The length of the Interest Free Period depends on when a purchase is made within the statement cycle. **4.** Fees and charges for the Dual Currency Credit Card will be levied to the HKD and RMB accounts separately. Payments for the HKD and RMB account will be denominated in HKD and CNY respectively. **5.** The annual fee waiver is applicable to BEA Corporate Card and BEA SupremeGold World Mastercard. **6.** If a cash advance is made in Chinese Mainland using the Dual Currency Credit Card, the transaction and Cash Advance Fee will be settled in CNY and posted to the RMB account of Dual Currency Credit Card. **7.** This fee is not applicable to the Dual Currency Credit Card and BEA CENTENNIAL World Elite Mastercard. **8.** Even if your opt out from Over Credit Limit Facility has taken effect, certain scenarios may still result in the credit limit being exceeded and BEA will charge an Over Credit Limit Fee. Examples of the scenarios include: (i) transactions for which prior authorisation has been obtained, such as the Octopus Automatic Add Value Service, recurring transactions, and autopay; (ii) transactions where the posting amount exceeds the authorized amount, such as foreign currency transactions due to exchange rate fluctuations; (iii) transactions approved yet late posted; (iv) contactless transactions; and (v) transactions approved by the relevant card association (e.g. Visa, Mastercard, JCB, UnionPay, etc.). **9.** If the Late Charge is posted to the BEA Credit Card account, the Returned Cheque Fee/Autopay Reject Fee for the same Statement Cycle will not be levied. **10.** A Chargeback Handling Fee will be levied if it is finally proved that the Cardholder is liable for the disputed transaction. **11.** The charge will be shown on the next credit card statement. **12.** This fee will be levied to each principal card account: (i) at the time of account opening (if you opt to receive paper statements); (ii) in the account opening month of each subsequent year (if paper statement service remains selected) e.g. if the account was opened in January, this fee will be levied on the first working day in February each year; and (iii) every time you switch from e-statements to paper statements. This fee will be charged in full and can be levied more than once within a year if you switch between the services multiple times. This fee in subsequent years will still be levied annually in the account opening month. This fee is non-refundable, irrespective of your card usage or the number of paper statements issued in a year. **13.** This fee is not applicable to the BEA Corporate Card. **14.** This fee is not applicable to the BEA i-Titanium Card / BEA GOAL Credit Card, BEA JCB PLATINUM Card, and BEA Corporate Card. **15.** Includes Hong Kong dollar transactions made with merchant's acquiring institutions not registered in Hong Kong.

The above-mentioned fees and charges and other charges to be imposed in the future (if any) are subject to variations or amendments at BEA's discretion from time to time. Such variations or amendments will be notified by BEA to the Cardholder in any manner BEA deems fit and will become effective pursuant to the relevant terms and conditions of the BEA Credit Cardholder Agreement.

	Standard Terms in the KFS Template provided by Hong Kong Association of Banks	Equivalent Terms in BEA's Relevant Materials
i	Key Facts Statement (KFS) for Credit Card	Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services
ii	Interest Rate for Retail Purchase	Finance Charge for Retail Purchase
iii	Interest Rate for Cash Advance	Finance Charge for Cash Advance
iv	Delinquent APR for Retail Purchase (APR)	Default Finance Charge for Retail Purchase (APR)
v	Delinquent APR for Cash Advance (APR)	Default Finance Charge for Cash Advance (APR)
vi	Minimum Payment	Minimum Payment Due
vii	Annual Membership Fee (per card)	Annual Fee (per card)
viii	Fees relating to Foreign Currency Transaction	Foreign Currency Transaction Fee
ix	Late Payment Fee	Late Charge
x	Over-the-limit Fee	Over Credit Limit Fee
xi	Returned Payment Fee	Returned Cheque Fee/Autopay Reject Fee

Illustrative example

Assumptions:
1. Outstanding Balance = HK$20,000
2. Interest Rate = 31.08% p.a.
3. No new transaction, annual fee and other fees
4. Repayments are due on the 26th day after the statement date, and it is assumed that repayments are made on or before the due date.

If you make no additional charges using this card and each month you pay...	You will pay off the outstanding balance of HK$20,000 in about...	and you will end up paying an estimated total of...
Only the minimum payment	26 years and 7 months	HK$71,208
HK$899	3 years	HK$31,444 (Savings = HK$39,764)

Remark: To calculate the above information applicable to your specific case, please use our online calculator accessible from our website / principal Internet platform which provide credit card services at https://www.hkbea.com/html/en/calculator-credit-card-balance-repayment_main.html

The Chinese version of this KFS is for reference only. The English version will prevail if there is any inconsistency between the English and Chinese versions.

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

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

BEA東亞銀行

Summary of Major Terms & Conditions of the BEA Credit Cardholder Agreement (Personal Account) (the "Agreement")

The Bank of East Asia, Limited ("BEA") has outlined significant terms and conditions of the Agreement as follows for your particular attention and reference. Please note that the below summarised terms and conditions are for your reference only and you must read the FULL VERSION of the Agreement governing the use of the BEA Credit Card (the "Card").

The full version of the Agreement is available at any BEA branch and BEA's website (www.hkbea.com). Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

1. Upon receipt of the Card, you must activate it immediately. The Card is not transferable, and only you may use it. You must safeguard the Card under your personal control and the Personal Identification Number (PIN) and must not disclose the PIN and the Card account number to any other person.

   If you use other services or facilities in connection with the Card (such as ATM or BEA Online), you shall be subject to the terms and conditions for such services or facilities.

2. You must notify BEA immediately of any loss, theft, or disclosure of the PIN to a third party or the loss or theft of the Card as soon as you become aware of such loss, theft or disclosure.

3. Your liability of all losses incurred for any unauthorised transaction(s) before notifying BEA shall not exceed HK$500 or such other amount pursuant to the applicable laws, regulations, or code of practice if there is no fraud nor gross negligence on your part, and you have not provided the Card or the PIN to a third party. Such maximum liability will not cover cash advances, and you shall remain fully liable for any cash advances effected with the use of the PIN. You shall be liable in full without limit for all transactions effected by the use of the Card (whether or not authorised by you) if you fail to fulfil the obligations as set out in this Clause and Clauses 1 and 2 above.

4. The credit limit specified by BEA represents the total amount of credit limit granted to you (including both principal and supplementary cardholder(s), if applicable). You must observe the credit limit assigned to the Card and BEA reserves the right to adjust the credit limit at any time by giving you appropriate notice. You may not use the Card for any transaction that BEA believes or suspects to be directly or indirectly related to gambling or illegal activities.

5. BEA shall not be responsible if the Card is not honoured at any merchant outlets for any reason nor be responsible in any way for any goods or services supplied by the merchants. You must resolve any complaint with the merchant concerned and the existence of any claim or dispute between two of you will not relieve your obligation to settle any sum outstanding to BEA.

6. You must notify BEA of any unauthorised transaction(s) shown on your Card's statement within 60 days from the statement date, failing which, the statement shall be regarded as conclusive.

7. If you use the Card to make auto-payments and the Card has been lost, stolen or terminated, you must immediately inform the merchant(s) concerned to change and/or terminate these auto-payment arrangements. Otherwise, you shall be liable for the full amount of all charges, losses, damages or expenses incurred as a result of your failure to do so.

8. Any foreign currency transaction will be converted into Hong Kong dollars at the card associations' (e.g. Visa, Mastercard, JCB, etc.) exchange rate on the date when the transaction is processed by the card associations (e.g. Visa, Mastercard, JCB, etc.), plus a service fee as specified in the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services levied by BEA. However, for Dual Currency Credit Card, card transaction in Hong Kong dollars will be posted to Hong Kong dollar account while transactions in any currency other than Hong Kong dollar or Renminbi will be converted into Hong Kong dollars based on the exchange rate determined by contracted card associations on the date when the transaction is processed and posted to Hong Kong dollar account.

   Due to the settlement arrangement, some card transactions in Renminbi made by a Dual Currency Credit Card may be posted to the Hong Kong dollar account if such card transactions are processed by the merchants or financial institutions in Hong Kong dollars, including but not limited to charges incurred through cash advances in Renminbi effected via JETCO ATMs. Apart from the aforesaid circumstances, all the charges denominated in Renminbi that you incur in your card transactions will be posted to the Renminbi account.

9. By using the Card, you must pay all applicable charges and handling fees as specified in the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services for any service associated with it.

   You must repay the outstanding balance on time to avoid payment of interests and applicable charges.

   In respect of a Dual Currency Credit Card, you must make payments for the Hong Kong dollar account and Renminbi account respectively. BEA will not automatically credit the amount of any excess payment that you make towards settling the Hong Kong dollar account to settle the outstanding balance of the Renminbi account, or vice versa.

   If you fail to pay any outstanding amount to BEA when due, you shall be responsible for all costs and expenses incurred by BEA in enforcing the terms and conditions and recovering any sum you owe to BEA.

10. Subject to Clause 11 below, if you (as a principal cardholder or supplementary cardholder) owe BEA any money on your Card account, BEA may at any time without prior notice set-off, apply or transfer money from the credit balance in your other accounts maintained with BEA to discharge your liability and to settle such money owing to BEA.

11. While the principal cardholder shall be held liable for all liabilities and amounts owed through the use of the principal card and all supplementary card(s) to BEA, the supplementary cardholder shall only be liable for all liabilities and amounts attributable to the use of his/her card only.

12. Whereas BEA may cancel the Card at any time, you may at any time terminate the use of the Card by returning it and all relevant supplementary card(s) to any BEA branch in person. You (as principal cardholder) or the supplementary cardholder(s) may terminate the use of a supplementary card by returning it to any BEA branch in person.

    You (as principal cardholder) shall be responsible and liable for the use of the Card and any supplementary card(s) until they are terminated and returned to BEA.

13. BEA reserves the right to alter and amend the terms and conditions as contained in the Agreement subject to a prior notice of not less than 60 days. By continuing to use the Card after the effective date of the changes, you (and the supplementary cardholder, if applicable) shall be deemed to have accepted and agreed to such changes which shall apply to all outstanding balances of the Card account unless the Card is returned to BEA for cancellation prior to the date such changes shall have effect.

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

(01/2024)

BEA東亞銀行

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

In compliance with the Personal Data (Privacy) Ordinance (hereinafter referred to as "the Ordinance"), The Bank of East Asia, Limited (hereinafter referred to as "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 otherwise carry out transactions as part of the Bank's services, or when customers communicate verbally or in writing with the Bank, by means of, including but not limited to, documentation, transaction system or telephone recording system (as the case may be). 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")).

(4) The purposes for which data relating to a customer may be used are as follows:
- (i) processing, considering and assessing the customer's application for the Bank's products and services;
- (ii) the daily operation of the products, 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 the Hong Kong Special Administrative Region (hereinafter referred to as "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 (7) below);
- (ix) verifying the data or information provided by any other customer or third party;
- (x) determining amounts owed to or by customers;
- (xi) enforcing customers' obligations, including but not limited to the collection of amounts outstanding from customers and those providing security for customers' obligations;
- (xii) 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 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); and
  - (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;
- (xiii) 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;
- (xiv) 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
- (xv) 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) 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 centralised 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 Hong Kong 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) (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)(viii) 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 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 (hereinafter referred to as "Code of Practice")).

(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 at any time (Please see contact details in paragraph (13) below).

A customer may also 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 Bank.

(8) **TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING THE BANK'S APPLICATION PROGAMMING 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.

(9) Under and in accordance with the terms of the Ordinance and the Code of Practice, 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 data 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 relevant database(s), 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 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 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)).

(10) 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 (9)(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.

(11) 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 (9)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveals 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.

(12) 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.

(13) 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
The Bank of East Asia, Limited
10 Des Voeux Road Central
Hong Kong

Telephone : 3608 3608
Fax : 3608 6172
Website : www.hkbea.com

(14) 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).

(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.

BEA東亞銀行

Law Compliance Supplement

This Law Compliance Supplement shall be read together with, supplement, and form part of each of the agreements as set out in the Appendix below (the **"Relevant Agreements"**).
Should there be any inconsistency between this Law Compliance Supplement and the Relevant Agreements, this Law Compliance Supplement shall prevail to the extent the inconsistency relates to the subject matter of this Law Compliance Supplement.

Provisions to supplement the Relevant Agreements

1. Provision of information

(a) You must provide us with your Personal Information in such form and within such time as we may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.
(b) When there is a change or addition to your Personal Information, you must update us of the change or addition promptly (and in any event no later than 30 days from the date of the change or addition).
(c) You must complete and sign such documents and do such things in relation to your obligation under clause 1 of this Law Compliance Supplement as we may reasonably require from time to time for the purpose of complying with the Applicable Laws and Regulations.

2. Disclosure of information

You agree that any member of the BEA Group and Third Party Service Providers may use, retain, and disclose your Tax Information to any Authority (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place) for the purpose of ensuring compliance with the Applicable Laws and Regulations on the part of any member of the BEA Group.

3. Actions we may take to ensure compliance with the Applicable Laws and Regulations

(a) Where you fail to comply with your obligations under clause 1 of this Law Compliance Supplement above;
(b) Where your Personal Information is inaccurate, incomplete, or not promptly updated;
(c) For whatever reason, we are prevented (under the laws of Hong Kong or otherwise) from disclosing your Tax Information to the Authority as required by the Applicable Laws and Regulations; or
(d) Where we determine that your classification or status under the Applicable Laws and Regulations is such that you cannot receive payments from or through us free of withholding or deduction due to the Applicable Laws and Regulations,

we may take one or more of the following actions at any time as may be determined in our sole and absolute discretion to be required to ensure compliance with the Applicable Laws and Regulations on our part and on the part of any member of the BEA Group:

(i) Deduct from or withhold part of any amounts for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount which is required to be so deducted or withheld to comply with the Applicable Laws and Regulations (**"Collected Amounts"**) from any payments payable to you under or from the Account and pay such Collected Amounts to an Authority or hold such Collected Amounts in escrow as permitted by the Applicable Laws and Regulations with no obligation in any case for us to reimburse you with respect to such Collected Amounts (provided that any tax or information returns that you may file with respect to such Collected Amounts are your sole responsibility and you shall be solely responsible for disputing or filing any claims to refund or credit any Collected Amounts withheld or paid to the Authority);
(ii) Refuse to carry out your instructions and/or to provide you with all or any products or services under the Relevant Agreements and/or otherwise block or freeze your Account;
(iii) Transfer all or part of our rights, benefits, and liabilities under the Account or any amounts therein to any member of the BEA Group;
(iv) Terminate or close the Account and discontinue the banking relationship with you entirely or in part by giving prior notice to you;
(v) Provide (whether before or after termination of the Account) your Tax Information to such Authority as required to ensure compliance with the Applicable Laws and Regulations on our part and on the part of any member of the BEA Group (even if such Tax Information may be transferred to a jurisdiction without adequate personal data privacy laws in place).

Meaning of words

Terms defined in the Relevant Agreement shall have the same meaning when used herein and the following words shall have the following meaning when used in this Law Compliance Supplement:

- **"Account"** means any of the account(s) opened and/or maintained by you with us including without limitation to the Card Account, whether under or referred to in the Relevant Agreements or otherwise.
- **"Account Information"** means any information relating to the Account including without limitation to the Account number, Account balance or value, gross receipts, withdrawals and payments to or from the Account.
- **"Applicable Laws and Regulations"** means our obligations to comply with: (i) any applicable local or foreign law, regulation, rules, demand, request, guidance, guidelines, and codes of practice; and (ii) any agreement between us (or any member of the BEA Group) and any Authority.
- **"Authority"** means any national, state, or local government and any political subdivisions thereof, any agency, authority, instrumentality (whether judicial or administrative), regulatory or self-regulatory organization, law enforcement body, court, central bank, or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.
- **"BEA Group"** means us and any of our affiliates, subsidiaries, associated entities, and any branches and offices of any of the foregoing.
- **"Hong Kong"** means the Hong Kong Special Administrative Region.
- **"Person"** means an individual, sole proprietorship, partnership, body corporate, trust or other entities.
- **"Personal Information"** means your full name, Hong Kong Identity Card/passport number, date and place of birth, residential and mailing address, contact information (including telephone number), and such of your information as we may reasonably require.
- **"Tax Information"** means: (i) any documentation or information (and accompanying statements, waivers, and consents as we may from time to time require or as you may from time to time give) relating, directly or indirectly, to your tax status; (ii) your Personal Information; and (iii) Account Information.
- **"Third Party Service Providers"** means any third party wherever situated selected by us or any member of the BEA Group to provide services to it.

Appendix

1. BEA Credit Cardholder Agreement (Corporate Account)
2. BEA Credit Cardholder Agreement (Personal Account)

For enquiries related to the Law Compliance Supplement, please contact our General Banking Services Hotline at 2211 1333.

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

LCS(09/2014)