

**“BEA Credit Card Welcome offer” (Exclusively for Tertiary Students) Terms & Conditions**

- The welcome gift is only available to customers who have not held a principal BEA Credit Card in the 6 months prior to the application submission date.
- The welcome gift is only applicable to a successful credit card application through online or designated mobile link.
- The Bank of East Asia, Limited (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.

**1. Spending requirement:**

To qualify for the choice of any one of the welcome gifts as below, the cardholder is required 1.) to spend designated amount with the new BEA Credit Card on local/overseas retail purchases and/or cash advances during the designated Spending Period, and 2.) to activate the related BEA Credit Card through the BEA App successfully.

Welcome gift (to select any one)	Spending requirement	
Netflix Streaming Platform 3 Months Subscription Reward	Spend HK\$2,500 within 2 months from the date of card issuance (the “spending period”)	<u>And</u> activate the related BEA Credit Card through the BEA App successfully and make 1 transaction on Netflix Streaming Platform
HK\$200 Cash Rebate	Spend HK\$2,000 within 2 months from the date of card issuance (the “spending period”)	<u>And</u> activate the related BEA Credit Card through the BEA App successfully

Card spending excludes “Cash in Hand” loan amounts, “Cash in Hand” and cash advance handling and administration fees and interest, Octopus Automatic Add Value Service, purchase and/or recharge prepaid cards or Digital Wallet, casino transactions, fund transfer amount, foreign exchange, finance charges, cancelled transactions, late charges, credit card annual fees, online/Automatic Teller Machine (“ATM”) bill payments, tax payments, and any other transactions determined by BEA from time to time. The cardholder’s entitlement to the welcome gift will be forfeited if he/she is unable to achieve the spending requirement of the related welcome gift within the Spending Period.

**2. Redemption arrangement:**

Welcome gift	Redemption arrangement
Netflix Streaming Platform 3 Months Subscription Reward	HK\$250 Cash Rebate will be credited to the principal card account as a cash rebate before 31 <sup>st</sup> March, 2022 upon he/she has fulfilled the spending requirement for the card, and will appear on the related statement.
HK\$200 Cash Rebate	HK\$200 Cash Rebate will be credited to the principal card account as a cash rebate before 31 <sup>st</sup> March, 2022 upon he/she has fulfilled the spending requirement for the card, and will appear on the related statement.

3. For Netflix Streaming Platform 3 Months Subscription Reward: The reward will be provided in the form of HK\$250 Cash Rebate.
4. For Cash Rebate: Cash rebate credited can be used to offset the balance of the related card account only. The cash rebate is not transferrable.
5. Un-posted/cancelled/refunded transactions and transactions that are found fraudulent or eventually cancelled/refunded will be considered as ineligible transactions.
6. If a transaction proves to be ineligible, or if a duplicate redemption is made, or if there is fraud or abuse in relation to a redemption, BEA shall be entitled to debit an amount equal to the reference retail price of any welcome gift awarded from the cardholder’s account without prior notice.
7. The cardholder’s account must be valid at the time the welcome gift is given.
8. All product information, prices, and photos shown are for reference only. The suppliers’ information shall prevail. All product and brand names are trademarks or registered trademarks belonging to the respective product manufacturers or company holders.
9. BEA makes no representation or guarantee as to the quality and availability of the products, services, or information provided by the suppliers. BEA shall not be liable for any matters arising from or in connection with the products, services, or information provided by the suppliers. Cardholders should direct any queries or complaints to the relevant supplier.

**BEA i-Titanium Card i-Dollar Rebate and Cash Rebate (the “Reward Programme”) Terms and Conditions (Applicable to BEA i-Titanium Card only)**

1. The Reward Programme is only applicable to holders of a BEA i-Titanium Card (the “Cardholders”).
2. Each principal card account and related supplementary card account(s) will be treated as one eligible account when calculating spending, transactions and rewards.
3. Only Cardholders whose BEA Credit Card accounts are valid are eligible to obtain the rebates. Rebates for a cancelled account will be automatically cancelled and cannot be refunded or transferred.

**(a) i-Dollar Rebate**

1. The promotion will start from now and will continue until further notice.
2. All eligible transactions are based on the transaction date.
3. Each eligible account will only be entitled to a maximum of HK\$200 in i-Dollars in each calendar month.

4. Cardholders whose monthly retail spending reach HK\$1,800 will be entitled to a i-Dollar Rebate on online shopping transactions in that calendar month.
  - (i) The accumulated retail transaction amount will be calculated each calendar month.
  - (ii) Ineligible retail transactions include cash advances, statement instalment amounts, "Cash in Hand" programme-related amounts, balance transfer amounts, selected online bill payments (including but not limited to Banking & Credit Card Services, Credit Services, Security Trading, Tax Payment, Education, and Insurance) made via Cyberbanking including through internet, phone, ATM, and mobile phone channels, as well as speculation commerce, fund transfer amount, purchase and/or recharge prepaid cards or Digital Wallet, finance charges, late charges, annual fees, bank charges, and casino chips.
5. i-Dollars earned will be rounded down to the nearest dollar.
6. i-Dollars will be credited to the principal card account as a cash rebate on the 16th of the next calendar month after transaction and will appear on your statement. i-Dollars are non-transferrable, and cannot be converted into cash.
7. Ineligible online shopping transactions include online payments made via Cyberbanking.
8. Eligibility of online shopping transactions shall be determined at the sole and absolute discretion of BEA according to the settings and conditions determined by Mastercard Asia/Pacific (Hong Kong) Limited.

**(b) Cash Rebate**

1. Cardholders may earn a HK\$1 cash rebate for every accumulated amount of HK\$250 spent on retail transactions made with their BEA Credit Card in each statement cycle.
2. There will be a monthly cap (per calendar month) of cash rebate earned with a BEA Credit Card for transactions made under the Government Department categories and for reload through the Octopus Automatic Added Value Service.
  - (i) Each eligible account will only be entitled to a maximum of HK\$40 cash rebate in each calendar month.
  - (ii) The transactions are determined by their post date.
  - (iii) Each principal card account and related supplementary card account(s) will be treated as one eligible account.
3. No cash rebate will be offered for the following types of transactions: cash advances, statement instalment amounts, "Cash in Hand" amounts, balance transfer amounts, all online bill payments via Cyberbanking including internet, phone, ATM, and mobile phone channels, fund transfer amount, purchase and/or recharge prepaid cards or Digital Wallet, casino chips, finance charges, late charges, annual fees, speculation commerce, and any other fees or charges as determined from time to time and notified to Cardholders by BEA. BEA reserves the sole right to determine whether a Cardholder is entitled to obtain a cash rebate for any transaction amount in the event that the Cardholder's BEA Credit Card account balance exceeds the original specified credit limit.
4. Transaction eligibility shall be determined at the sole and absolute discretion of BEA according to the merchant codes issued by Mastercard Asia/Pacific (Hong Kong) Limited.
5. The cash rebate earned will be rounded down to the nearest dollar.
6. Cash rebates will be credited to the relevant principal card account in the next statement cycle. The monthly extra Cash rebates will be credited to the principal card account of Cardholder between the 8<sup>th</sup> and the 15<sup>th</sup> of the next month and will appear on the related statement.
7. Cash rebates earned by different BEA Credit Cards held in one Cardholder's name cannot be combined. Cash rebates are non-transferrable.
8. A computer system will be used to calculate transactions and Cash Rebates. The records of BEA shall be final and conclusive.

**General Terms and Conditions**

1. If the cardholder cancels his/her BEA Credit Card within 12 months from the date of account opening, a welcome gift administration fee which equal to the reference retail price of any welcome gift will be charged to the relevant account without prior notice.
2. BEA reserves the right to vary or cancel this promotion and/or amend or alter these Terms and Conditions at any time with appropriate notice. BEA reserves the right to demand immediate payment for the outstanding unpaid amount and all interest and other related fees and/or charges forthwith. In the event of any dispute, the decision of BEA shall be final and conclusive.
3. No person other than the 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).

## Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services

Effective date: 5<sup>th</sup> June, 2021

Interest Rates and Interest Charges		
<b>Finance Charge for Retail Purchase [Annualised Percentage Rate ("APR")]</b>	BEA CENTENNIAL World Elite Mastercard	<b>5.04%</b> (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	<b>36.43%</b> (monthly rate at 2.62%) 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.
<b>Finance Charge for Cash Advance (APR)<sup>1</sup></b>	BEA CENTENNIAL World Elite Mastercard	<b>5.97%</b> (monthly rate at 0.41%) when you open your account and it will be reviewed from time to time. A finance charge will be charged on the amount of cash advance from the date of the transaction until payment in full.
	Other BEA Credit Cards	<b>39.38%</b> (monthly rate at 2.62%) when you open your account and it will be reviewed from time to time. A finance charge will be charged on the amount of cash advance from the date of the transaction until payment in full.
<b>Default Finance Charge for Retail Purchase (APR)<sup>1</sup></b>	<b>41.84%</b> (monthly rate at 2.96%) will 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.	
<b>Default Finance Charge for Cash Advance (APR)<sup>1</sup></b>	<b>45.17%</b> (monthly rate at 2.96%) will 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.	
<b>Interest Free Period</b>	Up to <b>56</b> days	
<b>Minimum Payment Due<sup>2</sup></b>	All interest, fees and charges including annual 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		
<b>Annual Fee<sup>3</sup> (per card)</b>	<b>Principal Card</b>	<b>Supplementary Card</b>
- Classic Card	<b>HK\$300</b>	<b>HK\$150</b>
- Gold Card	<b>HK\$600</b>	<b>HK\$300</b>
- Titanium Card	<b>HK\$600</b>	<b>HK\$300</b>
- PLATINUM Card	<b>HK\$1,500</b>	<b>HK\$800</b>
- JCB PLATINUM Card	<b>HK\$800</b>	<b>HK\$400</b>
- UnionPay Dual Currency PLATINUM Credit Card	<b>HK\$600</b>	<b>HK\$300</b>
- Visa Signature Card	<b>HK\$1,800</b>	<b>HK\$900</b>
- Flyer World Mastercard	<b>HK\$1,800</b>	<b>HK\$900</b>
- World Mastercard	<b>HK\$1,800</b>	<b>HK\$900</b>
- Corporate Card	<b>HK\$980</b>	Not applicable
<b>Annual Participation Fee (per card)</b>	<b>Principal Card</b>	<b>Supplementary Card</b>
- BEA CENTENNIAL World Elite Mastercard	<b>HK\$19,800/HK\$35,000</b>	Not applicable
<b>Cash Advance Fee<sup>2,4</sup></b> (applicable to cash advance and fund transfer to other BEA accounts)	<b>5%</b> of the Transaction Amount per transaction (minimum: HK\$/CNY100)	
<b>Foreign Currency Transaction Fee<sup>5</sup></b>	<ul style="list-style-type: none"> <li>• <b>1.95%</b> per transaction amount for non-Hong Kong dollar transactions made in or outside of Hong Kong (inclusive of a fee charged by Visa/Mastercard/JCB to the Bank, if applicable).</li> <li>• Foreign currency transactions will be converted into Hong Kong dollars at the Visa/Mastercard/JCB 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, which may be different from the actual transaction date and therefore subject to market fluctuation.</li> </ul>	
<b>Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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".</li> </ul>	

<b>Late Charge<sup>2</sup></b>	<b>HK\$/CNY350</b> or the Minimum Payment Due, whichever is lower.	
<b>Over Credit Limit Fee<sup>2,6</sup></b>	<b>HK\$/CNY250</b> per statement cycle	
<b>Returned Cheque Fee/Autopay Reject Fee<sup>2,7</sup></b>	<b>HK\$/CNY150</b> each time	
<b>Replacement Card Fee</b>	BEA CENTENNIAL World Elite Mastercard	<b>HK\$800</b> each time
	Other BEA Credit Cards	<b>HK\$120</b> each time
<b>Chargeback Handling Fee<sup>2,8</sup></b>	<b>HK\$/CNY150</b>	
<b>Charge for Over-the-counter Payment<sup>4,9</sup></b>	<b>HK\$40</b> each transaction per credit card	
<b>Bill Settlement Handling Fee</b> (applicable to Banking & Credit Card Services, Credit/Financial Services, and Securities Trading)	<b>5%</b> of the Payment Amount per transaction (minimum: HK\$100)	
<b>Paper Statement Fee<sup>10,11</sup></b>	<b>HK\$50</b>	
<b>Courier Service Fees</b> - Local - Overseas - Returned Overseas Courier For Unsuccessful Deliveries	- Not applicable - <b>HK\$300</b> - <b>HK\$300</b>	
<b>Additional Statement Copy</b>	<b>HK\$50</b> per copy	
<b>Additional Copy of Sales Draft/ Cash Disbursement Draft</b>	<b>HK\$50</b> per copy	
<b>Claim gifts in the Bonus Gallery through our customer service hotline<sup>12</sup></b>	<b>HK\$50</b> per redemption	
<b>Issuance of Confirmation Letter</b>	<b>HK\$200</b> per letter	
<b>Credit Balance Refund Handling Fee<sup>2</sup></b>	<b>HK\$/CNY50</b> each time	

#### Remarks:

- 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.
- Fees and charges for the BEA UnionPay Dual Currency PLATINUM 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.
- The annual fee waiver is applicable to BEA Corporate Card and BEA SupremeGold World Mastercard.
- If a cash advance is made in Mainland China using the BEA UnionPay Dual Currency PLATINUM Credit Card, the transaction and Cash Advance Fee will be settled in CNY and posted to the RMB account of BEA UnionPay Dual Currency PLATINUM Credit Card.
- This fee is not applicable to the BEA UnionPay Dual Currency PLATINUM Credit Card.
- 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, etc.).
- 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.
- A Chargeback Handling Fee will be levied if it is finally proved that the Cardholder is liable for the disputed transaction.
- The charge will be shown on the next credit card statement. BEA CENTENNIAL World Elite Mastercard and BEA World Mastercard Cardholder are entitled to a waiver of this fee item.
- 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.
- This fee is not applicable to the BEA Corporate Card.
- This fee is not applicable to the BEA i-Titanium Card, BEA JCB PLATINUM Card, and BEA Corporate Card.

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.

## 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](http://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 Cyberbanking), 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 BEA UnionPay Dual Currency PLATINUM 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 UnionPay 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 BEA UnionPay Dual Currency PLATINUM 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 BEA UnionPay Dual Currency PLATINUM 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.

## 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 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.
- (4) The purposes for which data relating to a customer may be used are as follows:
  - (i) processing, considering and assessing customers’ 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) 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, 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)(vii) above.
- Such information may be transferred to a place outside Hong Kong.
- (6) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer’s sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
  - (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer’s sole name or in joint names with others);

- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

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

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

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) the Bank's group companies;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers;
  - (d) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (7)(i) above to all or any of the persons described in paragraph (7)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (7)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (7)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

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

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

- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right: –
  - (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time did the account have a default of payment lasting in excess of 60 days within five years immediately before account termination. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (9) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (8)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (10) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (8)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (11) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (12) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:
 

The Group Data Protection Officer	Telephone : 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.

## 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.