



BEA JCB PLATINUM Card Application Form <MC 5500>

To avoid a delay in the processing of your application, please complete all sections below in full using English (BLOCK LETTERS) and "✓" in the appropriate box(es). The contact information provided below will be updated in **ALL** your credit card account(s) and revolving loan account(s) (if any) (excluding corporate credit card account(s)).



COR015500080

CHOICE OF CREDIT CARD

BEA may refuse to accept your application in light of your individual circumstances.

☒

BEA JCB PLATINUM Card

Notes:

1. Once approved, customers will be entitled to an annual fee waiver for the first 2 years. A perpetual annual fee waiver will be granted to principal cardholders who maintain a valid designated BEA banking account (designated accounts include all deposit accounts, mortgage loans, consumer loans, and MPF accounts). The annual fee waiver will also apply to all relevant supplementary cards.
2. The annual fee of principal card is HK\$800.
3. BEA may refuse to accept the applicant's application in light of his/her individual circumstances.
4. BEA reserves the sole right to approve or decline any BEA Credit Card application.

PERSONAL DATA

Applicant must be a Hong Kong resident aged 18 or above.

7

Mr

7

Mrs

7

Ms

7

Miss

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

Date of Birth

1

D

1

M

Age Group	Number of People
10-14	10
15-19	5
20-24	5
25-29	5

Y

HKID Card No. / Passport No.

A horizontal number line with 11 equally spaced tick marks. The first tick mark on the left is labeled '0'. The last tick mark on the right is labeled '10'. There are no labels for the intermediate tick marks.

(Please provide a copy)

Nationality

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

PERSONAL DATA

Residential Address in English

(Please complete in BLOCK LETTERS to avoid postal failure. P.O. boxes and overseas addresses are not accepted. If your permanent address is different from your residential address, please provide permanent address proof in English/Chinese.)

[illegible]

Building / Estate _____

Road / Street

District

☐ HK ☐ KLN ☐ NT

Year(s) of Residence			Y			M
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☐ Living with Parents ☐ Quarters ☐ Owned

☐ Rented Applicant's Monthly Rent HK\$

☐ Mortgaged	Applicant's Monthly Instalment	HK\$							
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Residential Tel. No. | | | | | | | | | | Mobile Phone No. | | | | | | | | | |

Email Address

Education Level

☐ University or Above ☐ Secondary Completed ☐ Post Secondary ☐ Secondary or Below

OCCUPATION

Company Name in English (Please specify if applicant is a housewife or a retiree and provide proofs of assets)

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

Room _____ Floor _____ Block / Building _____

Road / Street

District

Office Tel. No. _____ Years of Service _____

Nature of Business

Position

Monthly Income
(Please provide proofs of income/assets) HK\$

ADDITIONAL INFORMATION

1. I am a relative of the following director / employee of The Bank of East Asia.

(Name as printed on his/her HKID Card)

2. I wish to have ATM facilities on my BEA Credit Card for my BEA Account(s) listed below.

(Applicable to HKD account only)

Account No.
$$|0|1|5| - | \quad | \quad | \quad | - | \quad | \quad | - | \quad | \quad | \quad | \quad | \quad | - |$$

- ☐ Statement Savings Account
- ☐ HKD Current Account

(Statement Savings Account will be considered as the designated account if no instruction is given for the ATM facility.)

3. Please regard my designated mailing address as

- ☐ Residential Address. ☐ Office Address

If no instruction is given, the Residential Address will be deemed to be the designated correspondence address for **ALL** your Credit Card account(s) and revolving loan account(s) (if any).

OVER CREDIT LIMIT FACILITY

With the **Over Credit Limit Facility**, you may spend over your credit limit in times of need*. When your current balance exceeds your credit limit, BEA will charge an Over Credit Limit Fee as specified in the Schedule of Fees & Charges. Please "✓" the box if you do not require this facility:

- ☐ Opt Out Over Credit Limit Facility (Note: Upon approval of your application, this choice will also apply to ALL your existing BEA Credit Cards (if any).)

*BEA reserves the sole right to determine the over credit limit amount.

Part 1 : E-statement Service / Credit Card-Related Correspondence

- ☐ To help protect the environment, I will obtain and check my credit card statements through Cyberbanking, and agree that BEA is not required to provide paper statements. BEA will send a notification email to the email address provided on this application form when the latest statement is available. In addition, I agree to receive any other BEA Credit Card related communication via mobile phone, email address and/or mailbox in Cyberbanking – Internet. BEA reserves the right to send correspondence to my mailing address when deemed appropriate.

(Please provide email address in "PERSONAL DATA".)

Part 2 : Cyberbanking

- ☐ **I am an existing Cyberbanking user.** I agree to register the new credit card account as a related account / related account under the Cyberbanking account specified below in order to access the information and statements of the credit card account (if the e-statement service is selected in part 1 above). (Only applicable to Private Banking, SupremeGold, Supreme, i-Account, and Cyberbanking accounts. Joint accounts are excluded.)

My Cyberbanking account number:

[illegible]

If e-statement service is selected at the same time, BEA will update the email address for e-statement notifications associated with the above Cyberbanking account according to the information provided on this application form.

Note: If the customer only selects "Part 1: E-statement Service / Credit Card-Related Correspondence" above, the customer will be required to log in to Cyberbanking using the new credit card account number and ATM PIN.

DOCUMENTS REQUIRED

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

- ☐ Copy of your Hong Kong Identity Card (Copies of HKID Card, valid passport issued by place of origin, and Hong Kong visa are required for Hong Kong non-permanent residents.)
- ☐ Any one of the following proofs of income / assets:
 - The latest Income Tax Demand Note or your salary slip showing your name for the past month
 - Bank statements / passbook records showing your name, account number, and salary entries for the past 3 months
 - Your company's business registration certificate and latest tax return, if you are a sole proprietor or a partner of a business
 - Your proof of assets, if you are a housewife or retiree
- ☐ Proof of residence in English within the past three months, e.g. utility bill, bank/credit card statement, or bank-issued letter
- ☐ If your permanent address is different from your residential address, please provide permanent address proof in English/Chinese, e.g. government issued photographic driving licence/national identity card containing the permanent address, or bank statements for the past 3 months.
- ☐ If you are an existing BEA customer, the following documents are not required: (1) HKID Card copy; (2) proof of residence (if your address is the same as that held in our records)

Remarks:

1. Additional documents may be required for approval of application.
2. Application processing will be completed within 15 working days upon receipt of all required documents and information.
3. No cancellation of the application is allowed once the application has been submitted.

DECLARATION

1. I confirm that the information given above is true and complete in every material respect and I understand and acknowledge that if I provide any false or incorrect information hereunder, I may commit criminal offences in relation to deception and / or providing false information under the laws of Hong Kong. I authorise The Bank of East Asia, Limited ("BEA") to contact any necessary party for verification or further information at any time, including but without limitation to conduct credit checks on my credit information with any credit reference agency. I acknowledge that the use of the BEA Credit Card is subject to the terms and conditions and the subsequent amendment of the BEA Credit Cardholder Agreement (Personal Account) and the BEA Credit Card Instalment Programme, a copy of which is available upon request or will be sent to me together with my BEA Credit Card account information upon approval of this application. BEA reserves the right of approval for the issuance of the BEA Credit Card without providing reason. The finance charge for BEA Credit Card is calculated on a daily basis at 2.5% per month for both retail purchases and cash advances, according to the Net Present Value (NPV) Method as specified in the Code of Banking Practice, the Annualised Percentage Rates (APR) for retail purchases and cash advances are 34.49% and 36.74% respectively. If the minimum payment due as specified on the statement is not received by BEA on or before the payment due date, BEA reserves the right to vary or increase the above interest rate to a rate specified by BEA from time to time.
2. I confirm that no credit card under my name issued by any financial institutions has been cancelled due to default in payment. I also confirm that I do not have any overdue payment exceeding 30 days in respect of any of my indebtedness (including but not limited to credit cards, mortgages, personal loans and other financial arrangements). I further confirm that no bankruptcy order has ever been made against me and I am neither in the process of petitioning for bankruptcy nor have any intention to do so.
3. I hereby further give my consent to BEA that it may carry out matching procedures such as comparing data of me or other persons for credit checking or data verification, whether or not for the purpose of taking adverse action against me.
4. I agree that BEA may use information from any credit reference bureau or agency to compare against the data provided by me for credit checking and BEA may verify data by making use the information provided by any credit reference bureau or agency.
5. I confirm that I have read and understood the Summary of Major Terms & Conditions of the BEA Credit Cardholder Agreement (Personal Account).
6. I understand that in the event of any default in payment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I shall be liable to have my account data retained by the credit reference agency for a period of up to 5 years after repayment in full.
7. I further understand that in the event this application is approved, I shall have the right to instruct BEA to request the relevant credit reference agency to delete all my account data in relation to the account upon termination thereof by full repayment provided that there is no default in payment for a period in excess of 60 days on the account within 5 years immediately before account termination.

OPT-OUT FROM USE OF PERSONAL DATA IN DIRECT MARKETING

The Bank may use your personal data for direct marketing. Please check ("✓") the relevant box(es) below if you do not wish the Bank to use your personal data for direct marketing through any of the following channels. For any channel not checked ("✓"), you consent that the Bank can use your personal data for direct marketing through such channel.

- ☐ by emails
- ☐ by mobile phone messages (SMS/MMS)
- ☐ by direct mail
- ☐ by statement inserts
- ☐ by phone calls

Provision of personal data to third party for direct marketing:

The Bank may provide your personal data to any other group members of The Bank of East Asia, Limited for their use in direct marketing of banking, insurance, and financial related services and products in return for money or other property.

- ☐ **You should check ("✓") this box if you do not wish the Bank to provide your personal data to any other group members of The Bank of East Asia, Limited for their use as stated above.**

Important Note:

The above represents your present choice as to whether or not to receive direct marketing contact or information which shall become effective and shall replace any choice regarding direct marketing communicated by you to the Bank prior to this application ONLY AFTER successful opening of this account.

Accordingly, if you wish the Bank to update your choice in relation to direct marketing arrangement immediately, please contact our branch staff for separate arrangement.

Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in The Personal Data (Privacy) Ordinance - Personal Information Collection (Customers) Statement of the Bank ("Statement"). Please also refer to the Statement on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

X

S.V.

Signature of Applicant

Date

In the event that the applicant would like to arrange ATM access to his/her BEA account(s) using the credit card, or register the credit card to his/her Cyberbanking account as a related account, signature(s) in this application form must be the same as the specimen(s) on record for any related account(s).

FOR BANK USE ONLY

COL-BR

PID	PSIG	TR/ERR PSLIP	STID	PASSBOOK	ADD PROOF
SID	SSIG			STATEMENT	CK BY
BR				SE	
MC	5500			BOX	

- ☐ CDD Exercise Completed

(12/2013)

Customer Services Hotline: 3608 6628 Fax Number: 3608 6418

Mailing Address: The Bank of East Asia, Limited, Central Operations Department, 30/F,
BEA Tower, Millennium City 5, 418 Kwun Tong Road, Kowloon

If applying by fax, please do not submit a duplicate application form.

Schedule of Fees & Charges on BEA Credit Card Services

Effective date: 28th April, 2014

Interest Rates and Interest Charges		
Finance Charge for Retail Purchase [Annualised Percentage Rate (“APR”)] ¹	34.49% (monthly rate at 2.5%) 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.	
Finance Charge for Cash Advance (APR)	36.74% (monthly rate at 2.5%) 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.	
Default Finance Charge for Retail Purchase (APR)	39.83% (monthly rate at 2.84%) it 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.	
Default Finance Charge for Cash Advance (APR)	42.38% (monthly rate at 2.84%) it 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	Up to 56 days	
Minimum Payment Due ²	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		
Annual Fee ³ (per card)	Principal Card	Supplementary Card
- Classic Card	HK\$300	HK\$150
- Gold Card	HK\$600	HK\$300
- Titanium 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
- World MasterCard	HK\$3,000	HK\$1,500
- Corporate Card	HK\$600	Not applicable
Cash Advance Fee ^{2,4} (applicable to cash advance and fund transfer to other BEA accounts)	4% of the Transaction Amount + HK\$/CNY20 per transaction (minimum: HK\$/CNY100)	
Foreign Currency Transaction Fee ⁵	• 1.95% charge 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). • No Foreign Currency Transaction Fee will be charged for any Hong Kong dollar transactions made outside of Hong Kong. • 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.	
Late Charge ²	HK\$/CNY250 or the Minimum Payment Due, whichever is lower.	
Over Credit Limit Fee ²	HK\$/CNY200 per statement cycle	
Returned Cheque Fee/Autopay Reject Fee ^{2,6}	HK\$/CNY150 each time	
Replacement Card Fee	HK\$120 each time	
Chargeback Handling Fee ^{2,7}	HK\$/CNY150	
Charge for Over-the-counter Payment ^{5,8}	HK\$40 each transaction per credit card	
Bill Settlement Handling Fee (applicable to Banking & Credit Card Services, Credit/Financial Services, and Securities Trading)	4% of the Payment Amount + HK\$20 per transaction (minimum: HK\$100)	
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	
Credit Balance Refund Handling Fee ²	HK\$/CNY50 each time	

Remarks:

1. 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.
2. 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.
3. A perpetual annual fee waiver will be granted to principal cardholders who maintain a designated BEA account in good standing (designated accounts include all deposit accounts, mortgage loans, consumer loans, and MPF accounts). The annual fee waiver will also apply to all relevant supplementary cards.
4. 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.
5. This fee is not applicable to the BEA UnionPay Dual Currency PLATINUM Credit Card.
6. 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.
7. A Chargeback Handling Fee will be levied if it is finally proved that the Cardholder is liable for the disputed transaction.
8. The charge will be shown on the next credit card statement. BEA World MasterCard Cardholder is entitled to a waiver of this fee item.

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.

Issued by The Bank of East Asia, Limited

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 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 Schedule of Fees & Charges 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 Schedule of Fees & Charges 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 are collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money or generally communicate verbally or in writing with the Bank, by means of documentation or telephone recording system as the case may be.
- (4) The purposes for which data relating to a customer may be used are as follows:
 - (i) the daily operation of the 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/information provided by any other customer or third party;
 - (ix) determining amounts owed to or by customers;
 - (x) collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (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 the Hong Kong Special Administrative Region existing currently and in the future;
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xiv) purposes relating thereto.
- (5) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4) above:
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (vii)
 - (a) the Bank's group companies;
 - (b) third party financial institutions, insurers, credit card companies, 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 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to 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 5 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 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (11) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (12) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:

The Group Data Protection Officer	Tel : 3608 3608
The Bank of East Asia Group	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 7 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 Personal Data (Privacy) Ordinance.