

Overdraft Facility Terms and Conditions

1. The Bank of East Asia, Limited (“We” or “us”) reserves the right at our discretion to apportion the monthly repayment amount of the overdraft facility. The proportion of loan principal to interest, other charges and expenses (if applicable) in each monthly repayment amount is calculated daily, on a basis of a 365-day year (for both ordinary and leap years).
2. We may from time to time at our discretion review, modify, and/or alter all or any of these Terms and Conditions including but not limited to those related to the credit limit, fees and charges, and interest rate charged to the overdraft facility. The non-refundable service fee and other related charges currently imposed or to be imposed due to any such change in the Terms and Conditions will be debited from the customer’s overdraft account upon notification by us to the customer (“you”).
3. You agree to pay to us forthwith on demand all outstanding principal, interest, other charges and/or expenses in connection with the overdraft facility. You shall credit to your overdraft account a minimum monthly repayment equivalent to 2.5% of the month-end debit balance (with a minimum amount of HK\$100) plus any amount exceeding the credit limit and the outstanding amount of the minimum monthly repayment for all preceding month(s) (if any) no later than the last working day of the subsequent month. We may, at our discretion, terminate the overdraft facility, and the whole of the outstanding balance together with accrued interest, other charges and expenses shall immediately be due and payable in such circumstances we may consider appropriate including but not limited to the following:
 - 3.1 your failure to make minimum monthly repayment on any payment due date; or
 - 3.2 your failure to abide by any of these Terms and Conditions.
4. A late charge of HK\$150 will be imposed and debited from your overdraft account if the applicable minimum monthly repayment has not been made on the payment due date. A statement or demand (in whatever form we deems appropriate) issued by us shall be conclusive evidence of the amount due and owing to us.
5. The interest charged by us will be calculated daily, on a basis of a 365-day year (for both ordinary and leap years), on your outstanding debit balance for the overdraft facility. The accrued daily interest will be debited from your overdraft account each month.
6. We will charge a fee of HK\$200 per set for the re-issuance of the Overdraft confirmation letter and the issuance of letter to confirm the Overdraft information.
7. We will charge a fee of HK\$50 per set for re-issuance of the Repayment Advice.
8. Your application for the overdraft facility, either in writing, by telephone, or via the Internet, will be deemed to represent your acceptance of the Terms and Conditions. We may (but shall not be obliged to) record all communications between you and us, including but not limited to all telephone conversations and instructions given by you to us, in writing and/or by tape recording and/or any other methods as we may determine from time to time. You hereby acknowledge and agree to our practice of recording relevant conversations. Our record of such communications and instructions given by you to us may be retained by us for such period as we deem appropriate. Our record shall be conclusive and binding on you.
9. We shall charge a non-refundable arrangement fee to you, which shall be debited from your overdraft account upon our approval of your overdraft facility. This fee shall be determined by us from time to time at our discretion and you will be notified by us accordingly.
10. You shall strictly observe and follow the credit limit of the overdraft facility imposed by us. In the event that the credit limit is exceeded, you shall repay such amount overdrawn to us immediately together with interest thereon at the temporary overdraft rate charged by us. The rate will be calculated at BEA HKD Prime Rate or HIBOR (whichever is higher) plus 8% per annum (or such other rate as determined by us from time to time at our discretion).
11. We reserve the right to review, modify, reduce, and/or cancel the overdraft facility and demand immediate repayment of the outstanding balance and interest at any time. In any event, the overdraft facility will be subject to our review, which we may conduct from time to time as we deem fit, and the terms and conditions as prescribed by us at our discretion. A non-refundable arrangement fee will be debited from your overdraft account annually, notwithstanding that we have the right to cancel the overdraft facility at any time. This fee shall be determined by us from time to time at our discretion and you will be notified by us accordingly.
12. If the renewal of the overdraft facility is not granted by us, you agree to repay the whole of the outstanding balance together with accrued interest to us immediately at the temporary overdraft rate charged by us. The rate will be calculated at BEA HKD Prime Rate or HIBOR (whichever is higher) plus 8% per annum (or such other rate as determined by us from time to time at our discretion).
13. We may take such action as we may at our discretion deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us. You agree to reimburse us for all costs and expenses reasonably incurred by us on a full indemnity basis with respect to any such enforcement action including all legal charges, expenses, and charges/fees to employ third party agencies. You also agree and authorise us to disclose all information relating to you and the to third party agencies for the purpose of debt collection and other reasonable actions.
14. If this application is submitted by joint applicants, these Terms and Conditions shall bind all of the customers jointly and each of them separately and their liabilities and obligations to us hereunder shall be joint and several. These Terms and Conditions shall bind each of the customers separately even if the same are unenforceable against all or any one of them. We shall be entitled to discharge or release or reach any agreement with any one of the customers on such terms as we may deem fit without affecting our rights and remedies against the other(s).
15. The Terms and Conditions applicable to the overdraft facility may vary from time to time whereupon we will notify you of any such variation in accordance with the relevant code of practice.
16. Without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal, interest, other charges and expenses and other obligations and liabilities to us shall immediately be due and payable without further notice under the conditions below. We may, without notice to you, combine or consolidate the amount of the outstanding balance and/or interest accrued and other charges and expenses thereon with any other accounts that you maintain with us, whether solely in your name or individually or jointly with any other party or parties (including but not limited to fixed deposit accounts, the maturity of which may for this purpose be accelerated by us) and set off or transfer any money standing to the credit of your other accounts in or towards satisfaction of your liability to us under the overdraft facility:
 - 16.1 violation of any of these Terms and Conditions;
 - 16.2 any attachment, execution, or similar process is levied against you;
 - 16.3 if you appear to be unable to pay or has no reasonable prospect of being able to pay any debt;
 - 16.4 if you are petitioned bankrupt;
 - 16.5 the application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of your property;
 - 16.6 your death or mental disability; or
 - 16.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.
17. The Bank’s sales staff (including direct sales staff and authorised agents) are remunerated not only based on their financial performance, but also according to a range of other factors, including their adherence to best practices and their dedication to serving customers’ interests.
18. You must notify us immediately in writing of any change to your personal information including but not limited to address, phone number(s), and occupation.
19. No person other than You or Us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
20. These Terms and Conditions shall be governed by and construed in accordance with the law of Hong Kong. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.
21. You agree that BEA may send any communication or confirmation to you in electronic form (if applicable).

Key Facts Statement (KFS) for Overdraft Facility

The Bank of East Asia, Limited

Overdraft Facility for SupremeGold Customers
[2nd January, 2018]

<p>This product is an overdraft facility. This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your overdraft facility.</p>	
Interest Rates and Interest Charges	
Annualised Interest Rate	BEA HKD Prime Rate +0.5% to BEA HKD Prime Rate +2.5%
Annualised Overdue/Default Interest Rate	Not applicable
Overlimit Interest Rate* * as the Temporary Overdraft Interest Rate charged by BEA	BEA HKD Prime Rate or HIBOR (whichever is higher) +5% per annum of the amount in excess
Fees and Charges	
Annual Fee/Fee* * as the Arrangement Fee charged by BEA	A one-off administration fee of HK\$2,000 will be charged for an approved credit limit above HK\$200,000.
Late Payment Fee and Charge* * as the Late Charge charged by BEA	HK\$150 per repayment advice cycle
Overlimit Handling Fee* * as the Temporary Overdraft Handling Charge charged by BEA	HK\$120 each transaction
Returned Cheque/Rejected Autopay Charge	HK\$150 each time
Additional Information	
Re-issuance of Overdraft Confirmation Letter	HK\$200 per letter
Re-issuance of the Repayment Advice	HK\$50 per copy
Issuance of Letter to Confirm the Overdraft Information	HK\$200 per letter

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

In compliance with the Personal Data (Privacy) Ordinance (hereinafter referred to as “the Ordinance”), The Bank of East Asia, Limited (hereinafter referred to as “the Bank”) would like to inform you of the following:

- (1) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and other financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue banking accounts or establish or continue banking facilities or provide banking and other financial services.
- (3) It is also the case that data is collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Bank’s services, or when customers communicate verbally or in writing with the Bank, by means of, including but not limited to, documentation, transaction system or telephone recording system (as the case may be). The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank’s products and services and in connection with the customer’s application for the Bank’s products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”).
- (4) The purposes for which data relating to a customer may be used are as follows:
 - (i) processing, considering and assessing the customer’s application for the Bank’s products and services;
 - (ii) the daily operation of the products, services and credit facilities provided to customers;
 - (iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Bank’s credit scoring models;
 - (v) assisting other credit providers in the Hong Kong Special Administrative Region (hereinafter referred to as “Hong Kong”) approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of customers;
 - (vii) designing financial services or related products for customers’ use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (7) below);
 - (ix) verifying the data or information provided by any other customer or third party;
 - (x) determining amounts owed to or by customers;
 - (xi) enforcing customers’ obligations, including but not limited to the collection of amounts outstanding from customers and those providing security for customers’ obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xv) purposes relating thereto.
- (5) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4) above:-
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer’s application for the Bank’s products and services;
 - (v) credit reference agencies (including the operator of any centralised database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - (vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank’s rights in respect of the customer; and
 - (viii)
 - (a) the Bank’s group companies;
 - (b) third party financial institutions, insurers, credit card companies, stored value facilities issuers, merchant acquiring banks or companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and the Bank’s group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (4)(viii) above.

Such information may be transferred to a place outside Hong Kong.
- (6) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer’s sole name or in joint names with others) on or after 1st April, 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer’s sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

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

(7) USE OF DATA IN DIRECT MARKETING

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

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

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank at any time (Please see contact details in paragraph (13) below).

A customer may also provide his consent for the Bank to use or provide to other persons his data for use in direct marketing as described above by notifying the Bank.

(8) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING THE BANK'S APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

(9) Under and in accordance with the terms of the Ordinance and the Code of Practice, any customer has the right:

- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of data access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from relevant database(s), as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (10) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (9)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (11) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (9)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveals any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency(ies), whichever is earlier.
- (12) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (13) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:
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| 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 | |
- (14) The Bank may have obtained credit report(s) on the customer from credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (15) After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of seven years or such other period as prescribed by applicable laws and regulations.
- (16) Nothing in this statement shall limit the rights of customers under the Ordinance.