

Terms and Conditions

1. The Bank of East Asia, Limited ("BEA") will credit 95% of the total approved credit limit to customer's designated HKD current/savings account upon approval of the revolving loan.
2. The fixed monthly handling fee for the first 6 months and all fixed monthly handling fee rebates are not applicable to customers who have had any revolving loan with BEA in the 6 months prior to the application submission date. The interest rate (p.a.) for such customers from the first month onwards will be the standard interest rate assigned according to the approved credit limit. For details, please refer to the interest rate table.
3. The fixed monthly handling fee rebate will be calculated based on the fixed monthly handling fee debited from the revolving loan account during the first 2 months or 4 months. The rebate will be credited to the customer's revolving loan account before the 7th statement date and will be shown on the 7th statement.
4. In the event that the revolving loan account is cancelled prior to the date that the rebates are given, the customer's entitlement to the rebates will be forfeited.
5. The above information is for reference only. BEA reserves the right to vary or cancel this offer and/or amend or alter these Terms and Conditions at any time with appropriate notice. In the event of any dispute, the decision of BEA shall be final and conclusive.

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

Revolving Loan Terms and Conditions

1. Availability

Upon approval of the revolving loan (the "Revolving Loan") by The Bank of East Asia, Limited ("We" or "us"), the Revolving Loan will be effective and available to the customer ("you") whereupon a loan account (the "Account") will be opened by us in your name and operated in accordance with these Terms and Conditions by which you shall be bound.

2. Use of Revolving Loan Card and PIN

- 2.1 You can use the Revolving Loan Card, subject to the credit limit set by us, to obtain cash or transfer funds at any Automatic Teller Machine ("ATM") displaying the JETCO symbol using the associated Personal Identification Number ("PIN") or at any of our branch by presenting your Revolving Loan Card together with satisfactory proof of identity and signing the necessary transaction record as required by us.
- 2.2 Cash withdrawals and transfer via ATM and Cyberbanking are subject to a combined limit of HK\$30,000 or its equivalent per card per calendar day.
- 2.3 Upon receipt of the Revolving Loan Card, you must sign the Revolving Loan Card immediately. When making cash withdrawals at our branch, you shall sign all transaction slips with the signature appearing on the Revolving Loan Card and failure to do so will not relieve you from liability for the use of the Revolving Loan Card. You must submit a prior written application to us if you want to change to a new signature.
- 2.4 We will issue a PIN to you for the purpose of obtaining cash and transferring funds through the designated ATM networks, and/or used for the first time login to Cyberbanking by using the Account. If you have changed the PIN at ATM, you have to use the changed PIN for first time login to Cyberbanking. The use of the ATM facilities or Cyberbanking is subject to our terms and conditions governing the use of ATM Cards or Cyberbanking, a copy of which is available upon request. At no time and under no circumstances shall the PIN be disclosed to any other person. You shall immediately inform us if your PIN is made or suspected to have been made known to any other person and you agree to accept full and sole responsibility for all consequences, loss or liability incurred as a result of your PIN being known to another person for whatever reason and shall indemnify us for any loss or damage incurred by reason thereof.
- 2.5 The Revolving Loan Card is not transferable and should be used only by you. The Revolving Loan Card should not be pledged or charged by you as security for any purpose whatsoever. You should not permit any other person to use your Revolving Loan Card and shall at all times safeguard the Revolving Loan Card and keep the same under your personal control.
- 2.6 The termination of any Revolving Loan Card is effective upon the issuance of a revolving loan cancellation confirmation letter by us.

3. Credit Limit

- 3.1 You shall strictly observe and follow the credit limit of the Revolving Loan imposed by us and agree and undertake not to operate the Account in excess of the credit limit.
- 3.2 In the event that the credit limit is exceeded, we have the right to charge an over credit limit fee as determined by it from time to time at our discretion to the Account. You shall repay such amount overdrawn together with interest and the related charge to us immediately, whether a demand is made or not.
- 3.3 We may from time to time review, increase, reduce, modify, suspend, cancel or terminate the credit limit at our discretion without prior notice to you.

4. Interest

- 4.1 You agree to pay interest on the Revolving Loan monthly in arrears at the rate set out in the Revolving Loan confirmation letter or any other rate determined by us from time to time at our discretion.
- 4.2 The interest charged by us will be calculated daily, on the basis of a 365-day year (for both ordinary and leap years), on your outstanding debit balance for the Revolving Loan. The accrued daily interest will be debited from the Account each month.
- 4.3 No interest will accrue on any credit balance on the Account.

5. Fees and Charges

- 5.1 The fees and charges for the Revolving Loan are set out in the Schedule of Fees & Charges on BEA Revolving Loan Services (the "Schedule") and charged to the Account or any other account that you maintain with us (if applicable). The Schedule will be mailed together with the Revolving Loan Card to you after the Account has been successfully opened. You may call the Consumer Finance Services Hotline (852) 2211 1211 or visit www.hkbea.com to obtain a copy of the Schedule. The fees and charges shall be determined by us from time to time at our discretion and you will be notified by us accordingly. These include but are not limited to:
 - 5.1.1 A non-refundable annual fee of 1% on the approved credit limit (with a maximum of HK\$1,000) on the date of account opening of the Revolving Loan and once every 12 months thereafter. If an increase to the credit limit is approved during the year, an additional annual fee will be applied on the amount of increase which will be calculated on a pro-rata basis and payable upon the approval. Upon initial setup, or subsequent limit increase, we are authorised to hold or deduct the annual fee (if applicable) and other related charges from the proceeds of the Revolving Loan and pay only the balance thereof to you;
 - 5.1.2 A withdrawal fee of 2% on the withdrawal amount (with a minimum of HK\$50) for each cash withdrawal or transfer of funds;
 - 5.1.3 A late charge of 8% of the minimum payment due (with a minimum of HK\$100 and a maximum of HK\$200) if the applicable minimum payment due as set out in the Revolving Loan Statement (the "Statement") has not been made on the payment due date;
 - 5.1.4 An over credit limit fee of HK\$180 (per statement cycle) if the Account's current balance exceeds the credit limit; and
 - 5.1.5 We will charge a fee of HK\$200 per set for the re-issuance of the Revolving Loan confirmation letter and the issuance of letter to confirm the Revolving Loan information.

6. Exchange Rate

Cash withdrawals, fund transfers, and any other transactions involving use of the Revolving Loan effected in currencies other than Hong Kong dollars shall be converted into Hong Kong dollars before being debited to the Account. Where a conversion of one currency into another currency is required under these Terms and Conditions, such conversion shall be calculated at such exchange rate specified by the relevant institution and/or us at our discretion which shall be conclusive and binding on you.

7. Statement

- 7.1 A Statement will normally be issued monthly and you can check the Statement via Cyberbanking or the relevant customer services hotline.
- 7.2 We shall not be obliged to issue a Statement in situations including but not limited to those in which there has been no transaction since the last Statement date. You can check the balance of the Account via Cyberbanking, ATM or the relevant customer services hotline.
- 7.3 If you have been informed and accepted that we are not required to provide paper Statements, a paper Statement will only be provided upon request and a service charge for each additional Statement copy will be levied to you as specified in the Schedule.
- 7.4 If you choose to receive paper statements by mail, the Paper Statement Fee as specified in the Schedule will be charged to you by BEA without prior notice:
 - (a) At the time of account opening (if you opt to receive paper statements);
 - (b) In the account opening month of each subsequent year (if the paper statement service remains selected), e.g. if the Account is opened in January, the Paper Statement Fee will be charged on the first working day of February of each subsequent year;
 - (c) Every time you switch from the e-statement service to the paper statement service, the fee will be charged in full. The fee can be charged more than once within a year if you switch between the services multiple times. The fee in subsequent years will still be levied annually in the Account opening month.This fee is non-refundable, irrespective of the Account usage or the number of paper statements issued in a year.
- 7.5 Any Statement shall be accepted by you as correct except to the extent that you notify us in writing of any alleged error or omission within 90 days from the day of such Statement. Our record shall be conclusive and final unless and until the contrary is established.

8. Cyberbanking

- 8.1 The Account will be automatically registered as a related account under the Cyberbanking account of your banking account(s) (excluding joint accounts) (if applicable).
- 8.2 You will be able to log in to Cyberbanking using your Account, with access to the Account and all principal credit card accounts (excluding BEA Corporate Card) under your name to enjoy consolidated service.
- 8.3 The use of Cyberbanking facilities is subject to the terms and conditions of Cyberbanking.

9. Loan Account Credit Balance

- 9.1 We reserve the right, and without prior notice to you, to debit from the Account the whole credit balance or any part thereof held in the Account according to our records.
- 9.2 We have the absolute discretion to determine whether the amount so debited from the Account ("the Amount") will be (i) transferred to any of your deposit accounts maintained with us or (ii) paid by cashier's order drawn in favor of you.
- 9.3 You hereby authorise us to (i) transfer the Amount to any of your deposit accounts maintained with us; or (ii) pay the Amount by cashier's order(s) drawn in favor of you.
- 9.4 You agree to bear all fees and charges arising out of or in relation to the aforesaid arrangement.

10. Repayment

- 10.1 All payment made by you will be settled in following order: I) interest, fees and other related charges; II) outstanding principal balance; III) current balances.
- 10.2 You can choose to pay each month a minimum payment due equivalent to 3% of the Statement debit balance (with a minimum of HK\$100) plus any amount exceeding the credit limit (if any) and the outstanding amount of the minimum payment due for all preceding months (if any) no later than the payment due date stated on the Statement.
- 10.3 Should the payment due date fall on a Saturday, Sunday or public holiday, it will be rescheduled on the working day prior to the original payment due date.
- 10.4 Cheques deposited or repayments made through ATM for the credit of the Account will be received by us on a collection basis only and uncleared funds will not be taken into account in determining the balance available under the credit limit.

10.5 If you fail to make the minimum payment due on any payment due date, we reserve the right to terminate the Revolving Loan and the whole of the outstanding balance together with accrued interest and any other fees and charges shall immediately due and payable.

11. Exclusion of Liability and Indemnity

11.1 We shall not be liable for any loss, liability, damage or cost which may be sustained or incurred by you as a result of a transaction carried out by us in accordance with the instructions of you or otherwise in connection with the Account or the Revolving Loan, unless due to the negligence or willful default of us, our officers or employees and only to the extent of any direct and foreseeable loss and damage established to have been suffered by you.

11.2 You shall indemnify us, our officers and employees against all claims, losses, liabilities, damages and costs which they may sustain or incur as a result of a transaction carried out by us on behalf of you unless due to the negligence or willful default of us, our officers or employees.

12. Account Review

12.1 In any event, the Revolving Loan will be subject to a periodic review, which we may conduct annually or from time to time as we deem fit, and the terms and conditions as prescribed by us from time to time at our discretion.

12.2 We reserve the right not to renew or extend the Revolving Loan without giving any reason. If the renewal or extension of the Revolving Loan is not granted by us, you agree to repay the whole of the outstanding balance together with accrued interest and any other fees and charges to us immediately.

13. Cancellation and Termination of Account

13.1 You may at any time cancel or terminate the Revolving Loan by giving written notice and returning the Revolving Loan Card to any of our branch in person. The cancellation or termination will be effective upon we receive such notice and the Revolving Loan Card. The whole of the outstanding balance of the Account together with accrued interest and any other fees and charges will become immediately due and payable in full to us on such cancellation or termination.

13.2 In normal circumstances we will give reasonable notice to you before cancelling or terminating the Revolving Loan. Notwithstanding the foregoing, we reserve the right to cancel or terminate the Revolving Loan at any time in our discretion without prior notice and without cause.

14. Overriding Right of Repayment

14.1 You agree to pay to us forthwith on demand all outstanding principal, interest, and other fees and charges in connection with the Revolving Loan.

14.2 You understand that, without prejudice to any other rights of and remedies to us herein or at law, all outstanding balances including principal and interest and fees and charges 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 any interest accrued thereon with any other accounts that you maintain with us, whether held solely 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 Revolving Loan:

14.2.1 violation of any of these Terms and Conditions, including, without limitation, default in payment;

14.2.2 if any attachment, execution or similar process is levied against you;

14.2.3 if you appear to be unable to pay or have no reasonable prospect of being able to pay any debt;

14.2.4 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;

14.2.5 your death or mental disability;

14.2.6 presentation of bankruptcy petition against you or making individual voluntary arrangement by you; or

14.2.7 if in our determination you fail to comply with or settle your obligations and liabilities owing to us.

14.3 You or your estate (if applicable) shall be responsible for settling all such outstanding balance immediately and shall indemnify us for all reasonable fees and costs incurred including but not limited to the legal fees and collection agency handling fees. We also reserve our right to impose fees and charges according to the Schedule pending repayment in full by you or your estate (if applicable).

14.4 Without prejudice to the foregoing, we shall be entitled to exercise a lien over your asset and/or property of whatever type held by us or in our possession or control, for custody or whatever reason, and we shall be further entitled to sell or otherwise dispose of such asset and/or property to the satisfaction of all such outstanding balance indebted by you to us.

15. Debt Recovery

15.1 We may at our discretion take such action as we deem fit to enforce any of these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to us.

15.2 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 but without limited to all legal charges, expenses, and charges/fees to employ third party agencies.

15.3 You also agree and authorise us to disclose all information relating to you and the Revolving Loan to the third party agencies for the purpose of debt collection and other reasonable actions in relation thereto.

16. Loss or Theft of Revolving Loan Card

16.1 You must call the Consumer Finance Services Hotline (852) 2211 1211 to report any loss or theft of the Revolving Loan Card or any loss, theft or disclosure of the PIN to a third party immediately upon discovery of such loss, theft or disclosure.

16.2 You shall be fully liable and responsible for all transactions effected by the use of the Revolving Loan Card whether or not authorised by you in the event of such loss, theft or disclosure until notification of such loss, theft or disclosure has been received by us.

17. Change of Information

You agree and undertake to notify us immediately in writing of any changes to your personal information including but not limited to address, phone number, and occupation.

18. Miscellaneous

18.1 Your application for the Revolving Loan, either in writing, by telephone, or via the Internet, will be deemed to represent your acceptance of the Terms and Conditions. You 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.

18.2 Any Statement, notice or other communication given by us to you hereunder shall be deemed to have been received by you two days after posting to your correspondence address last notified in writing to us. All notices or other communications sent by you to us shall be deemed to have been delivered to us on the day of actual receipt.

18.3 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Clause heading shall be ignored in the interpretation of these Terms and Conditions.

18.4 We shall be entitled to act in accordance with our regular business practice and procedure and will only accept your instructions in so far as it is (in our opinion) practicable and reasonable to do so. For the avoidance of doubt, we are authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement, and similar facilities for banks.

18.5 We reserve the right to prescribe fees and charges in relation to the Revolving Loan and to vary, amend, add or delete any of these Terms and Conditions and the Schedule applicable to the Revolving Loan from time to time and any such variation, amendment, addition or deletion shall be conclusively and absolutely binding on you as from the effective date if the notice of the revised Terms and Conditions or Schedule is given by us by appropriate means in accordance with the applicable code of practice. You shall be deemed to have accepted such revised Terms and Conditions or Schedule if you continue to use the Revolving Loan or any part thereof, or if any part of the Revolving Loan remains outstanding, after the date on which such revised Terms and Conditions or Schedule becomes effective.

18.6 No forbearance, delay or indulgence by us in enforcing any of provision of these Terms and Conditions prejudice or restrict our rights nor shall any waiver or partial waiver of any provision hereof or waiver of a breach of any term constitute a waiver in any other provision or of any future breach or breach of any other provision or operate as a continuing waiver.

18.7 If any provision of these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from these Terms and Conditions and shall be deemed to be deleted from these Terms and Conditions without affecting the other provisions herein.

18.8 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.

18.9 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.

18.10 These Terms and Conditions shall be governed by and construed in accordance with the laws 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.

18.11 You agree that BEA may send any communication or confirmation to you in electronic form (if applicable).

Key Facts Statement (KFS) for Revolving Credit Facility/ Schedule of Fees & Charges on BEA Revolving Loan Services

The Bank of East Asia, Limited

Revolving Loan
[3rd July, 2017]

Interest Rates and Interest Charges	
<p>This product is a revolving credit 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 revolving credit facility.</p>	
Annualised Percentage Rate (APR ^{1,2})	Loan Amount ³
	HK\$5,000
	HK\$20,000
	HK\$100,000
<p>APR</p> <p>19.97%</p> <p>16.17%</p> <p>14.28%</p> <p>For the APRs applicable to other loan amounts, please refer to the information printed on the promotional leaflet.</p>	
Annualised Overdue/Default Interest Rate	Not applicable
Overlimit Interest Rate	Not applicable
Minimum Payment	3% of statement balance (minimum: HK\$100)
Fees and Charges	
Handling Fee	Not applicable
Annual Fee/Monthly Fee	Annual fee: 1% per annum of original loan amount (maximum: HK\$1,000)
Withdrawal Fee/Transaction Fee	2% of withdrawal amount per transaction (minimum: HK\$50)
Late Payment Fee and Charge* * as the Late Charge charged by BEA	8% of minimum payment due per statement cycle (minimum: HK\$100, maximum: HK\$200)
Paper Statement Fee	HK\$50 The Paper Statement Fee will be charged by BEA in the following situations: (a) When you open the account (if you opt to receive paper statements); (b) In the account opening month of each subsequent year (if the paper statement service remains selected); (c) Every time you switch from the e-statement service to the paper statement service. The fee will be charged in full and can be charged more than once within a year if you switch between the services multiple times. The fee in subsequent years will still be levied annually in the account opening month. This fee is non-refundable, irrespective of your Revolving Loan account usage or the number of paper statements issued in a year.
Overlimit Handling Fee* * as the Over Credit Limit Fee charged by BEA	HK\$180 per statement cycle
Returned Cheque Charge/ Rejected Autopay Charge	HK\$120 each time
Lost Card Replacement Fee* * as the Replacement Card Fee charged by BEA	HK\$100 each time
Additional Information	
Additional Statement Copy	HK\$50 per copy
Re-issuance of Revolving Loan Confirmation Letter	HK\$200 per letter
Issuance of Letter to Confirm the Revolving Loan Information	HK\$200 per letter
Credit Balance Refund	HK\$50 each time

Remarks:

- An APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. The APR is calculated according to the standard method set out in the Code of Banking Practice and has already included the promotional offer of 0% interest rate and fixed monthly fee for the first 6 months upon the opening of the revolving loan account. The APR is rounded up or down to the nearest 2 decimal places.
- For the monthly fixed fee applicable in the first 6 months, please refer to the information printed in the promotional leaflet.
- Loan amount is the "Credit Limit" as printed in the promotional leaflet and loan confirmation 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 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:

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.