

To proceed with the application, you must read, fully understand and agree on all the terms and conditions.

Notice related to Communication, confirmation, or statement in electronic form

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

Customer Declaration

1. I agree that BEA may use information from a credit reference agency(ies) to compare against the data provided by me for credit checking and BEA may verify data by making use of the information provided by the credit reference agency(ies).
2. I declare and confirm that I am not referred by a third party in relation to this application. I understand that BEA will not accept and proceed this application if it is referred by third party.
3. I understand and agree that BEA reserves the sole right to decline this application or approve an amount less than the one I have applied for without disclosing any reason.

“Cash in Hand” Statement Instalment Programme

Key Facts Statement (KFS) for Instalment Loan

[May, 2024]

This product is an instalment loan.											
This KFS provide 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 instalment loan.											
Interest Rates and Interest Charges											
Annualised Percentage Rate (APR¹)	<p>For a “Cash in Hand” statement instalment amount of HK\$100,000, with a one-off handling fee of HK\$50 (“handling fee”) (as applicable):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Loan Tenor</th> <th style="text-align: center;">3 months</th> <th style="text-align: center;">6 months</th> <th style="text-align: center;">12 months</th> <th style="text-align: center;">24 months</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">APR</td> <td style="text-align: center;">6.79%</td> <td style="text-align: center;">7.59%</td> <td style="text-align: center;">8.04%</td> <td style="text-align: center;">8.21%</td> </tr> </tbody> </table>	Loan Tenor	3 months	6 months	12 months	24 months	APR	6.79%	7.59%	8.04%	8.21%
Loan Tenor	3 months	6 months	12 months	24 months							
APR	6.79%	7.59%	8.04%	8.21%							
Annualised Overdue/ Default Interest Rate* * as the Finance Charge /Default Finance Charge for Retail Purchase (APR) charged by BEA	<p>BEA will charge each instalment and/or handling fee (as applicable) to your credit card account as if it were a retail purchase transactions. If you fail to pay your balance in full by the due date each month, the finance charge as specified in the cardholder agreement and the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services (the “Key Facts Statement/Schedule of Fees & Charges”) will apply.</p> <p>The Key Facts Statement/Schedule of Fees & Charges is subject to change from time to time at the discretion of BEA. The latest version of such document is available on request from any of the BEA branches or the BEA Customer Services Hotline (3608 6628) or by accessing the BEA website > Credit Cards > Useful Info > Terms and Conditions / Schedule of Fees and Charges > Key Facts Statement/Schedule of Fees and Charges > BEA Credit Card and Supplementary Card.</p>										
Fees and Charges											
Handling Fee	<p>A one-off handling fee of HK\$50 (for a transaction amount of HK\$1,500 or above) will apply through certain application channels; or the fee will depend on the specific promotion in question (please refer to the terms and conditions of the promotion for details of the handling fee). The fee will be directly debited from the BEA Credit Card account together with the first instalment (as applicable).</p>										

Late Payment Fee and Charge* *as the Late Charge charged by BEA	For details, please refer to the cardholder agreement and the Key Facts Statement/Schedule of Fees & Charges.
Prepayment / Early Settlement / Redemption Fee* * as the Prepayment Fee charged by BEA	The “Cash in Hand” statement instalment amount not yet repaid, all interest fees, and/or any applicable handling fees, in addition to a prepayment fee of 1% of the original transaction amount (with a minimum fee of HK\$300).
Returned Cheque / Rejected Autopay Charge²	For details, please refer to the cardholder agreement and the Key Facts Statement/Schedule of Fees & Charges.
Additional Information	

Remarks:

1. 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, such as each instalment and handling fee (as applicable). The APR is calculated according to the standard method set out in the Code of Banking Practice and is rounded up or down to the nearest 2 decimal places. Due to differences in the monthly flat rate paid by individual cardholders, their actual APR may vary. To find out your actual APR, please refer to the promotional materials and the BEA website or call the BEA customer service hotline.
2. If the Late Charge is posted to the BEA Credit Card account, the Returned Cheque /Rejected Autopay Charge for the same Statement Cycle will not be levied.

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

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

“Cash in Hand” Statement Instalment Programme Terms and Conditions

1. The “Cash in Hand” Statement Instalment Programme (the “Programme”) is only applicable to principal holders of a BEA Credit Card (the “Cardholder”). The BEA Corporate Card, Dual Currency Credit Card (Renminbi Account) and all supplementary cards are excluded.
2. Eligible transactions include posted local and overseas retail transactions (including phone/mail/online purchases) and digital wallet transactions (AlipayHK, PayMe, WeChat Pay HK, or the UnionPay App) – including reloading/transfers/payments using digital wallets, pay bill transactions through BEA Online but not including those for banking and credit card services, transactions with other financial institutions, or securities trading – as may be determined by The Bank of East Asia, Limited (“BEA” or “the Bank”) (at its sole and absolute discretion) from time to time. Ineligible transactions include but are not limited to cash advances, “Cash in Hand” programme-related amounts, balance transfers, settlement of previous card balance, any transaction that has been subject to cancellation, charge-back, return of goods or refund, casino chips, speculation commerce, other fees and charges posted by BEA, and such other transaction(s) as from time to time determined by BEA at its sole discretion.
3. Applications for the Programme must be made at least 10 working days before the payment due date specified on the statement. The Programme can only be applied for once per transaction.
4. The minimum eligible transaction amount in the Programme is HK\$200, which must be the same as the actual transaction amount (adjusted to the nearest dollar).

5. The Cardholder will not gain any Bonus Points, other promotion Cash Rebates, Rewards or Benefit schemes from this Programme.
6. **The interest is calculated on a monthly basis. Each instalment is equal to the total transaction amount divided by the selected repayment period plus monthly interest and will be charged to the Cardholder's BEA Credit Card account (the "Designated Account") each month.**
7. BEA will charge a one-off handling fee ("handling fee") (as applicable), which will be charged to the Designated Account together with the first instalment.
8. The approved transaction amount and any applicable interest, handling fee and/or charge will be deducted from the credit limit of the Designated Account. The available credit limit will rise again automatically with each monthly repayment. **BEA may at its discretion determine the amount of the one-off handling fee, dependent on the designated promotional programme. The handling fee will be debited from the Designated Account together with the first instalment.**
9. **BEA will treat each instalment and/or handling fee(as applicable) as a retail purchase transaction. It will be (i) charged to the Designated Account as retail purchase transaction and (ii) equally subject to the terms and conditions of the BEA Credit Cardholder Agreement (Personal Account) (the "Cardholder Agreement") (including but not limited to any interest, handling fee and/or charge calculation).**
10. **A late charge and/or finance charges as specified in the Cardholder Agreement and the Key Facts Statement/Schedule of Fees & Charges on BEA Credit Card Services (the "Key Facts Statement/Schedule of Fees & Charges") will apply if the minimum payment due or the statement balance shown on the statement of the Designated Account (the "Statement") is not paid in full on or before the payment due date specified on the Statement. The Key Facts Statement/Schedule of Fees & Charges is subject to change from time to time at the discretion of BEA. The latest version of such document is available on request from a BEA branch or the BEA Customer Services Hotline (3608 6628) or by accessing the BEA website > Credit Cards > Useful Info > Terms and Conditions / Schedule of Fees and Charges > Key Facts Statement/Schedule of Fees and Charges > BEA Credit Card and Supplementary Card.**
11. In addition to any general right to offset or other rights provided to BEA by law or any other agreement, BEA may at any time and without prior notice, combine or consolidate the outstanding balance on the Cardholder's Card Account with any other account which the Cardholder maintains with BEA (whether deposit, loan or of any other nature whatsoever, and regardless whether subject to notice or not) or with any deposit(s) held by such Cardholder and offset or transfer any sum standing to the credit of such other account in or outside Hong Kong in or towards discharge of the Cardholder's liability to BEA under the Cardholder Agreement.
12. The Programme cannot be cancelled once the application has been approved. **If the Cardholder wishes to make an early repayment, he/she must give BEA prior written notice not less than 7 working days before the payment due date specified on the Statement. Upon receipt of an early repayment notice, BEA will charge the remaining unpaid transaction amount, all interest, and any applicable handling fee together with a prepayment fee of 1% on the original transaction amount (with a minimum amount of HK\$300) for each early repayment request.**
13. The remuneration of the Bank's sales staff (including direct sales staff and authorised agents) is not solely 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.

14. Should there be any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

General Terms and Conditions

1. BEA reserves the sole right to approve or decline any application and to determine the approved transaction amount without the obligation of providing reasons.
2. BEA reserves the right to alter and amend the terms and conditions from time to time with prior notice to the Cardholder in any manner BEA deems appropriate. BEA reserves the right to demand immediate payment for the outstanding unpaid transaction amount and all interest and other related fees and/or charges forthwith.
3. The Cardholder may only apply for the Programme by telephone or online. Once the Cardholder's application has been approved by BEA, he/she shall be deemed to have accepted all terms and conditions of the Programme in conjunction with all terms and conditions of the Cardholder Agreement.
4. No person other than the Cardholder or BEA will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the terms and conditions.
5. 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.

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

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 Key Facts Statement/Schedule of Fees & Charges levied by BEA. However, for Dual Currency Credit Card, card transaction in Hong Kong dollars will be posted to Hong Kong dollar account while transactions in any currency other than Hong Kong dollar or Renminbi will be converted into Hong Kong dollars based on the exchange rate determined by contracted card associations on the date when the transaction is processed and posted to Hong Kong dollar account.

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

9. By using the Card, you must pay all applicable charges and handling fees as specified in the 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 Dual Currency Credit Card, you must make payments for the Hong Kong dollar account and Renminbi account respectively. BEA will not automatically credit the amount of any excess payment that you make towards settling the Hong Kong dollar account to settle the outstanding balance of the Renminbi account, or vice versa.

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

10. Subject to Clause 11 below, if you (as a principal cardholder or supplementary cardholder) owe BEA any money on your Card account, BEA may at any time without prior notice set-off, apply or transfer money from the credit balance in your other accounts maintained with BEA to discharge your liability and to settle such money owing to BEA.
11. While the principal cardholder shall be held liable for all liabilities and amounts owed through the use of the principal card and all supplementary card(s) to BEA, the supplementary cardholder shall only be liable for all liabilities and amounts attributable to the use of his/her card only.
12. Whereas BEA may cancel the Card at any time, you may at any time terminate the use of the Card by returning it and all relevant supplementary card(s) to any BEA branch in person. You (as principal cardholder) or the supplementary cardholder(s) may terminate the use of a supplementary card by returning it to any BEA branch in person. You (as principal cardholder) shall be responsible and liable for the use of the Card and any supplementary card(s) until they are terminated and returned to BEA.
13. BEA reserves the right to alter and amend the terms and conditions as contained in the Agreement subject to a prior notice of not less than 60 days. By continuing to use the Card after the effective date of the changes, you (and the supplementary cardholder, if applicable) shall be deemed to have accepted and agreed to such changes which shall apply to all outstanding balances of the Card account unless the Card is returned to BEA for cancellation prior to the date such changes shall have effect.

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

BEA Credit Cardholder Agreement (Personal Account)

Effective date: 1st July, 2023

IMPORTANT: Before you activate or use your credit card issued by The Bank of East Asia, Limited (“BEA”), please read the terms and conditions contained in this Cardholder Agreement (the “Agreement”) carefully and ensure that you understand them in full. By activating or using your Card, you shall be deemed to have accepted these terms and conditions and you shall be bound by them. The terms and conditions set out in this Agreement shall also be binding on supplementary Cardholder(s).

Definitions

Unless otherwise stated, the following expressions have the following meanings in this Agreement:

- (i) “We”, “us” and “our” refer to The Bank of East Asia, Limited.
- (ii) “You”, “your”, “he”, “his”, “Cardholder” and “principal Cardholder” refer to the person named on the Card Account and to whom a Card has been issued. Unless otherwise stated, “you”, “your”, “he”, “his” and “Cardholder” also refer to any supplementary Cardholder to whom we have issued a card (with principal Cardholder’s authorisation) under the Card Account. Words denoting any gender include all genders and any reference to the neuter gender shall include a reference to the masculine and feminine genders.
- (iii) “Card” means any physical or any form of credit card issued to you by BEA. It includes a principal Card as well as any supplementary Cards, replacement Cards, and Cards that have subsequently been renewed.
- (iv) “Card Account” means an account that we have opened and are maintaining in your name under the terms of this Agreement. Unless otherwise specified, for Dual Currency Credit Card, the Card Account also refers to the HKD Account and RMB Account.
- (v) “HKD Account” means a Dual Currency Credit Card Hong Kong dollar account.
- (vi) “RMB Account” means a Dual Currency Credit Card Renminbi account.
- (vii) “Statement” means the Statement of account that we send to you. This shows the charges and other financial liabilities relating to the Card Account that principal Cardholder or any supplementary Cardholder owes to us, as well as any other information that we regard as relevant.
- (viii) “Schedule of Fees & Charges” refers to the Schedule of Fees & Charges on BEA Credit Card Services. We will publish and send you details about this schedule from time to time, and it forms part of this Agreement.
- (ix) “ATM” means any automatic teller machine in the JETCO, PLUS, CIRRUS and/or UnionPay networks, as well as any other network that we designate.
- (x) “PRC” means the People’s Republic of China.
- (xi) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
- (xii) “Mainland China” means any part of the PRC excluding Hong Kong, Macau and Taiwan.
- (xiii) “HKD” means Hong Kong dollars, the lawful currency of Hong Kong.
- (xiv) “RMB” and “CNY” mean Renminbi, the lawful currency of the PRC.
- (xv) “Mobile Contactless Transaction” refers to the contactless transaction(s) effected by the use of the Card and a smartphone.
- (xvi) “Authentication Credential” refers to the authentication identification such as passcode or biometric identification (such as fingerprint, face, iris, voice or such other identification method as accepted by us from time to time) that you set as a security code for the mobile application or for the smartphone that you may need to use in order to conduct mobile contactless payment service from time to time.

1. Use of the Card

- 1.1 The Card remains our property at all times. You must return the Card to us or our authorised agent immediately if we ask you to do so.
- 1.2 You must activate the Card as soon as you receive it. By activating and/or using the Card, you confirm that you have agreed to be bound by this Agreement.
- 1.3 You agree to sign a sales draft with the signature that appears on the Card whenever you use the Card. Failure to do so will not absolve you from any liability concerning your use of the Card. You must apply to us in advance and in writing if you wish to use a different signature.
- 1.4 All transactions attributable to the Card will be posted on your Card Account.
- 1.5 The Card is not transferable, and only you may use it. You must safeguard the Card and not to pledge it as security for any purpose or allow any other person to use it at any time.
- 1.6 **Liability of principal and supplementary Cards**
 - 1.6.1 You agree to accept full responsibility and to indemnify us in full for your use of the Card, regardless of whether such use is within or outside the credit limit. You also accept responsibility for all related costs, charges and fees.
 - 1.6.2 We may, at our discretion, issue supplementary Card(s) to any person that the principal Cardholder nominates as supplementary Cardholder(s).
 - 1.6.3 You agree to accept responsibility and liability for your Card and any supplementary Card(s) that are issued unless and until such supplementary Card(s) is/are terminated and returned to us in accordance with Clause 5 of this Agreement.
 - 1.6.4 Each supplementary Cardholder shall only be responsible and liable for the use of his own Card, as well as his own liabilities and the amounts he owes us. He will not be liable for any liabilities or amounts that the principal Cardholder or other supplementary Cardholder(s) owe(s) us.
- 1.7 **Purchase of Goods and Services**
 - 1.7.1 You may use your Card to obtain goods or services at the outlets of any contracted card associations (e.g. Visa, Mastercard, JCB, UnionPay etc.) merchant, subject to the credit limit set by us.
 - 1.7.2 We shall not be responsible if any merchant does not honour the Card for any reason whatsoever. Nor shall we be liable or responsible in any way for goods or services supplied to you by a merchant. Any complaint that you may have against the merchant must be resolved by you and the merchant concerned, and the existence of any claim or dispute between two of you shall not relieve your obligation to settle any sum outstanding to us.

- 1.7.3 Any request you made to any merchant – via mail, fax, electronic means or telephone – for the supply of goods or services to be charged to the relevant Card Account shall constitute authority for the merchant to issue a sales draft for the amount to be charged. If this sales draft is endorsed “Mail Order”, “Fax Order”, “Electronic Means Order” or “Telephone Order” according to the circumstances, it shall be deemed as having been duly signed by you.
- 1.7.4 If you use the Card to make auto-payments and it becomes lost, stolen or terminated, you must promptly notify the merchant(s) concerned in order to change or terminate these auto-payment arrangements. Otherwise, you shall be responsible and liable for the full amount of any charges, losses, damages or expenses incurred.
- 1.8 (Only applicable to the Dual Currency Credit Card) Card transactions in HKD will be posted to your HKD Account. Card transactions in any currency other than HKD or RMB will be converted into HKD at the exchange rate determined by contracted card associations on the day when the transaction is processed and posted to your HKD Account. The exchange rate for Card transactions will be determined by contracted card associations on the date when the transaction is processed. This may be different from the Card transaction date, and it may therefore be subject to market fluctuations.
- 1.9 (Only applicable to the Dual Currency Credit Card) Due to the settlement arrangement, some of your Card transactions in RMB may be posted to your HKD Account, if the merchants or financial institutions concerned process such transactions in HKD. This includes but is not limited to charges you incur by RMB cash advances via JETCO ATMs. Apart from the aforesaid circumstances, all the charges denominated in RMB that you incur in all your Card transactions will be posted to your RMB Account.
- 1.10 Use of PIN, ATM and Other Facilities
- 1.10.1 You are required to set up a Phone Personal Identification Number (“Phone PIN”) at the time you activate your Card. You can use the Phone PIN to operate your Card Account via the customer services hotline or other related hotlines.
- 1.10.2 After your physical Card is successfully activated, we will also issue an ATM Personal Identification Number (“ATM PIN”) according to your instruction. You can use this PIN to operate your Card Account via ATMs of designated networks.
- 1.10.3 You will be allowed to conduct electronic transactions at ATMs of designated networks or Point of Sale terminals.

- 1.10.4 The use of ATM facilities and Cyberbanking is subject to the respective terms and conditions of these services. Copies of these terms and conditions are available upon request.
- 1.10.5 At no time and under no circumstances should you disclose your Phone PIN or ATM PIN (collectively referred to as the “PINs”) to any other person. You must immediately inform us if any other person knows or is suspected to know your PINs.
- 1.10.6 You are required to setup or key in the Authentication Credential in order to conduct Mobile Contactless Transaction. You agree and accept that the use of the Authentication Credential is important security measure and you shall not permit any other person to use the Authentication Credential and you will at all times safeguard the Authentication Credential under your control. You must immediately inform us if any other person knows or is suspected to know the Authentication Credential.
- 1.10.7 You agree to accept full and sole responsibility for all consequences, losses, and liabilities incurred because the PINs or Authentication Credential have become known to another person for whatever reason, and you agree to indemnify us for any loss or damage incurred.
- 1.11 (Only applicable to the Dual Currency Credit Card) You must observe all the applicable laws and regulations in Mainland China in relation to any transaction that you conduct using your Card there.
- 1.12 Credit Limit
 - 1.12.1 The Card Account’s credit limit that we notify you of is the total credit limit we have granted to you. We reserve the right to adjust this credit limit under the terms of this Agreement at any time by giving you appropriate notice.
 - 1.12.2 We may permit transactions to be effected in excess of the credit limit without prior notice to you. Any amount incurred in excess of the credit limit shall become immediately due and payable and the over credit limit fee specified in the Schedule of Fees & Charges will be levied. You may contact us to opt out of the over credit limit facility.
- 1.13 Liability for transactions

Subject to the provision of Clause 6, you agree to accept full responsibility for any transaction you make using the Card, regardless of whether or not you have authorised the amount shown and this applies to:-

 - (a) any transaction that involves a duly completed sales draft, transaction record, credit voucher, cash disbursement draft, and/or other charge record bearing the imprint or another form of reproduction of the information embossed on the Card;
 - (b) our record of cash advances; and

(c) any sales draft relating to any order for goods and/or services placed over the telephone, or by any other method of purchase in which the Card was not presented but the Card number and other required information were provided.

1.14 Compliance with Sanctions and other Requirements

We may, at any time and from time to time without prior notice, restrict usage of the Card in certain countries/territories or with certain individuals or entities according to our internal guidelines or policies or applicable sanctions laws and regulations and this may lead to the delay, blocking or refusing the making or clearing of any payment or the processing of your instructions. We shall not be liable for any loss or damage that you or any third party may incur or suffer directly or indirectly because of our aforesaid actions.

2. Card Statement

2.1 A Statement will normally be issued monthly. However, we are not obliged to issue a Statement in situations including but not limited to the following circumstances:

(a) For all Cards (excluding Dual Currency Credit Card):

- (i) there is no transaction since the last Statement date; and
- (ii) the outstanding balance of the Card Account is less than HK\$10 or the Card Account has a credit balance.

(b) For Dual Currency Credit Card only:

- (i) there is no transaction since the last Statement date; and
- (ii) the outstanding balance of the HKD Account is less than HK\$10 or the HKD Account has a credit balance and the outstanding balance of the RMB Account is less than CNY10 or the RMB Account has a credit balance.

Subject to Clause 2.3, records of transactions shown on the Statement are conclusive and binding on you for all purposes. You must settle the amount outstanding on the Card Account including any outstanding interest, fees and charges due to us in accordance with our payment requirements.

2.2 If we have informed you and you have accepted that we are not required to provide paper Statements, we will only provide paper Statement to you on request and you shall be liable for the service charge specified in the Schedule of Fees & Charges for each additional Statement copy.

2.3 2.3.1 You agree to notify us about any unauthorised transactions shown on the Statement within 60 days from the Statement date. If you fail to do so, the Statement shall be regarded as conclusive.

2.3.2 You agree to follow our instructions and cooperate fully with us and any appropriate authorities during subsequent investigations into the unauthorised transaction(s) involving the Card.

3. Charges and Payment

3.1 You agree to settle payments and any applicable service charges in accordance with our requirements. These are as follows:

3.1.1 Full Payment or Minimum Payment Due

- (a) You must pay us the Statement balance in full or at least the minimum payment due shown on the Statement on or before the payment due date.
- (b) We will, at our sole discretion, determine a minimum payment due, which will be specified on the Statement and in the Schedule of Fees & Charges.
- (c) There will be no finance charge if we receive the full payment shown on the Statement on or before the payment due date, except for cash advances.
- (d) If the payment due date falls on a Saturday, Sunday or public holiday, we will reschedule it to on the working day immediately before the original payment due date.
- (e) If the Statement balance exceeds your credit limit, the minimum payment due will include the full amount by which your credit limit has been exceeded. However, we still reserve the right to demand immediate payment of the Statement balance in full from you at any time.

3.1.2 Finance Charges for Retail Purchases

If we do not receive the full amount of the Statement balance on or before the payment due date, we will levy a finance charge in accordance with the rate specified in the Schedule of Fees & Charges on:

- (a) the unpaid balance, from the date of the previous statement on a daily basis until payment in full; and
- (b) the amount of each new transaction being posted after the Statement date, from the transaction date of such new transaction until payment in full.

The finance charge will accrue and will be calculated on a daily basis.

3.1.3 Finance Charge and Handling Fee for Cash Advances

- (a) You may use your Card to obtain cash advances of the amounts that we decide to be acceptable from time to time and at our absolute discretion.
- (b) You may obtain cash advances from:-
 - (i) selected BEA branches and other financial institutions by presenting the Card together with satisfactory evidence of your identity and by signing the necessary transaction record;
 - (ii) Channels ATMs provided or designated by us (including but not limited to ATMs)
- (c) Cash advances are subject to a finance charge calculated by us on a daily basis in accordance with the cash advance annual rate, plus a handling fee. Both of these are specified in the Schedule of Fees & Charges.

(d) The finance charge will be calculated from the date when the cash is drawn until you settle the entire outstanding cash advance balance including the finance charge that has accrued between the Statement date and the date when your payment has been settled.

3.1.4 Late Charge

We will impose a late charge if we do not receive the minimum payment due specified on the Statement on or before the payment due date. The amount of this charge will be in accordance with the Schedule of Fees & Charges.

3.1.5 Default Finance Charge

(a) If we do not receive the minimum payment due specified on the Statement on or before the payment due date for 2 consecutive months, we will impose a default finance charge instead of the finance charge for the next Statement period. The rate for this charge will be in accordance with our Schedule of Fees & Charges.

(b) The default finance charge will accrue and be calculated on a daily basis. It will continue to be applied until you have paid the outstanding minimum payment due on or before the payment due date shown on any subsequent Statement. After you have done so, the finance charge will be applied again to any balance that remains outstanding, with effect from the next Statement.

3.1.6 Over Credit Limit Fee

We will charge the over credit limit fee specified in the Schedule of Fees & Charges if your current balance exceeds the credit limit of your Card Account.

3.1.7 Annual Fee and Replacement Card Fee

(a) You agree to pay an annual fee for the principal Card and any supplementary Cards issued.

(b) You will also be charged a replacement card fee or any fee for issuance of the Card if any Card needs to be replaced before it is due for renewal.

All these fees are non-refundable, and are specified in the Schedule of Fees & Charges.

3.1.8 Returned Cheque Fee and Autopay Reject Fee

We will levy a service charge in respect of each returned cheque that is paid or deposited into the Card Account, as well as any auto payment that is rejected. The amount of these fees is specified in the Schedule of Fees & Charges.

3.1.9 Charge for Over-The-Counter Payment (not applicable to the Dual Currency Credit Card)

The charge for an over-the-counter payment specified in the Schedule of Fees & Charges will be levied if you settle a payment for your Card Account over the counter at a BEA branch (including payment in cash or by cheque).

3.1.10 Chargeback Handling Fee

The chargeback handling fee specified in the Schedule of Fees & Charges will be levied if it is finally proved that you are liable for a disputed transaction.

3.1.11 Credit Balance Refund Handling Fee

The handling fee specified in the Schedule of Fees & Charges will be charged for the refund of a credit balance of your Card Account

3.1.12 Courier Service Fees

The courier service fee specified in the Schedule of Fees & Charges will be charged if you ask to collect a Card overseas via a courier service.

3.1.13 Additional Copy of Sales Draft and Statement

The service charges specified in the Schedule of Fees & Charges will be levied for supplying copies of sales drafts or any other voucher or Statement, or for any other related service that you request.

3.1.14 Foreign Currency Transaction Fee (not applicable to the Dual Currency Credit Card)

(a) Any foreign currency transaction will be converted into HKD at the card associations' (e.g. Visa, Mastercard, JCB, etc.) exchange rate. The exchange rate is determined on the date when the transaction is processed by the card associations (e.g. Visa, Mastercard, JCB, etc.), which may be different from the transaction date, and it will therefore be subject to market fluctuations.

(b) A service fee specified in the Schedule of Fees & Charges will also be levied by us on the date that the transaction is processed.

3.1.15 Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars

(a) Cardholders may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, Cardholders are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.

(b) We will charge a markup on the foreign currency transactions in Hong Kong dollars. For the markup detail, please refer to "Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong".

3.1.16 Fee of Transaction in Hong Kong Dollars Incurred Outside of Hong Kong

A service fee specified in the Schedule of Fees & Charges will also be levied by us on the date that the transaction is processed.

3.1.17 Bill Settlement Handling Fee

The bill settlement handling fee specified in the Schedule of Fees & Charges will be levied for the settlement of bills under the Banking & Credit Card Services, Credit/Financial Services, and Securities Trading categories.

3.1.18 Issuance of Confirmation Letter

The service charge specified in the Schedule of Fees & Charges will be levied for issuing confirmation letter related to the credit card account.

3.2 By using the Card, you agree to pay the charges and handling fees specified in the Schedule of Fees & Charges for any service associated with it. We may review and change such fees, charges and payment details at our sole discretion, and announce any changes to them at any time and in any manner we deem fit.

3.3 We will apply any payment that we receive from you to settle the Statement balance in the following order:

- (a) finance charges and other fees and charges; then
- (b) outstanding instalment balance; then
- (c) the parts of the remaining portion of the Statement balance in descending order according to the applicable interest rate.

We reserve the right to vary the above order for appropriation of any payment received by us to or towards repayment of any indebtedness due to us at our sole and absolute discretion.

3.4 (a) For all Cards (excluding Dual Currency Credit Card):

You agree to make all payments to us in HKD. Payments shall not be regarded as having been made until we have received the relevant funds. If we decide to accept a payment in another currency, it will not be credited to the Card Account until we have converted the funds into HKD at our usual rate.

(b) Only for Dual Currency Credit Card:

You agree to make payments for your HKD Account and RMB Account in HKD and RMB respectively. Payments shall not be regarded as having been made until we have received the relevant funds. If we decide to accept a payment for a HKD Account or RMB Account in another currency, it will not be credited to the Card Account until we have converted the funds into HKD or RMB respectively at our usual rate. We will not automatically credit the amount of any excess payment that you make towards settling your HKD Account to settle the outstanding balance of your RMB Account, or vice versa.

3.5 (Only applicable to the Dual Currency Credit Card) We reserve the right to refuse the payment of any sum of money into your HKD Account and/or RMB Account that exceeds the current balance of such account(s). We may (but are not obliged to)

apply any excess funds in your HKD Account and/or RMB Account towards repayment of any outstanding balance of your Card Account.

3.6 Right of Set-off

- 3.6.1 In addition to any general right of set-off or other rights provided to us by law or other agreement, we may at any time and without prior notice combine or consolidate the outstanding balance on your Card Account with any other accounts that you maintain with us, which applies to any deposit, loan accounts or any other types of account, regardless of whether such account(s) is/are located in Hong Kong or elsewhere, regardless of whether subject to notice or not and includes any deposit(s) made by you. We may set-off or transfer any credit balance of the aforesaid accounts for the purpose of discharging your liability to us under this Agreement.
- 3.6.2 However, in the case of a supplementary Cardholder, we will only set-off the debit balance for the use of his own Card and the liabilities and amounts owed to us against the credit balance in his other accounts. This will exclude any liabilities and amounts owed to us by either the principal Cardholder or other supplementary Cardholder(s).

3.7 Card Credit Balance

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

4. Debt Recovery

We may at any time assign unsettled Card Accounts to any credit management organisation or collection agency engaged by us for debt recovery. You agree to indemnify us for our fees and costs incurred in doing so.

5. Termination

5.1 Your right to terminate

- 5.1.1 You may at any time terminate your use of the Card by returning it together with any supplementary Card(s) to any BEA branches in person.
- 5.1.2 The principal Cardholder or the supplementary Cardholder may also terminate the use of a supplementary Card by returning it to any BEA branches in person. The termination of any Cards will take effect from the issue of a written confirmation by us.
- 5.2 Our right to terminate
 - 5.2.1 We may also, at our sole discretion, terminate this Agreement by cancelling the Card and/or any services offered. We may do so at any time, with or without cause or prior notice.
 - 5.2.2 We will not be liable for any loss or damage that you may sustain or suffer directly or indirectly because of our action. In such circumstances, you must surrender the cancelled Card to us.
- 5.3 Your obligation upon termination
 - 5.3.1 The entire outstanding balance on the Card Account, plus any outstanding Card transactions incurred prior to the termination of this Agreement but not yet charged to the Card Account, shall become due and payable immediately.
 - 5.3.2 If you default on payment, become bankrupt or insolvent, or die, you or your estate shall be responsible for settling the outstanding balance on the Card Account immediately and for indemnifying us for any fees and costs that we may incur, including legal fees and collection agency handling fees. We also reserve the right to impose a default finance charge at our prevailing rate until the outstanding balance has been paid in full.

6. Loss or Theft of Card

- 6.1 You must notify us immediately through (i) calling the relevant customer services hotline, (ii) our mobile banking (if your mobile phone number is recorded in our system and you have activated our mobile banking), or (iii) such other method(s) as accepted by us and communicated to you from time to time, when you become aware that: (i) the Card is lost or stolen, or its PIN is lost, stolen or disclosed to a third party; and/or (ii) the Authentication Credential is lost, stolen or compromised in any way, or any person (without authorisation) has used or may use the Authentication Credential.
- 6.2 You shall remain fully liable and responsible for any transactions made using the Card, whether or not you authorise them, between the time of such loss, theft, disclosure, misuse or any other events and situations as mentioned in Clause 6.1 above and the time when you notified us about the aforesaid. However, if there is no fraud nor gross negligence on your part, and you have not provided the Card, PIN or Authentication Credential to a third party, your maximum liability for such unauthorised transactions before notification of such loss, theft, disclosure or misuse will not exceed HK\$500 or such



other amount pursuant to the applicable laws, regulations or code of practice. Such maximum liability will not cover any cash advances obtained by the use of the PIN or the Authentication Credential. You shall remain fully liable for such cash advances.

- 6.3 The term “gross negligence” as mentioned in Clause 6.2 above shall be constituted by:
- (a) your failure to observe or follow any of our recommendations from time to time regarding the safety and secrecy of the Card, PIN or Authentication Credential; or
 - (b) your failure to report to us the loss or theft of the Card or the loss, theft, misuse, or disclosure of the PIN and/or the Authentication Credential to a third party as soon as reasonably practicable upon discovery of the aforesaid.
- 6.4 The issuance of a replacement Card will be entirely at our discretion.

7. Change of Information

You agree to notify us immediately and in writing about any change of your employment and office or residential address, as well as any other relevant information.

8. Others

- 8.1 We reserve the right to alter and amend the terms and conditions contained in this Agreement, including but not limited to the applicable credit limit of the Card Account, payment requirements, interest rates, service charges, annual fee and other fees and charges specified in the Schedule of Fees & Charges at any time with prior notice to you in any manner we deem appropriate. We will give you not less than 60 days’ prior notice of changes to fees or other charges payable and of changes that increase your liabilities or obligations. We will not send a separate notification of such changes to supplementary Cardholders. The supplementary Cardholder shall be deemed to have been notified of such changes by our notice to the principal Cardholder. Such changes will apply to any outstanding balances on the Card Account. If you continue to use the Card after the effective date of such changes, you shall be deemed to have accepted and agreed to the changes, unless the Card is returned to us for cancellation before they take effect.
- 8.2 We may from time to time introduce and make new products, services and/or programmes available to you. These will be governed by specific terms and conditions. If there is any conflict between those specific terms and conditions and the terms and conditions of this Agreement, the former shall prevail.
- 8.3 Any notice (including this Agreement) to be given by us to you, if delivered to you at your last known address by prepaid postage or by any other means that we consider appropriate, shall be deemed to have been so given to the principal Cardholder and each supplementary Cardholder.
- 8.4 Any notice we send you by post shall be deemed to have reached the principal Cardholder and each supplementary Cardholder on the next working day after it was

posted. Any notice that we send to you via electronic mail (email), mailbox in Cyberbanking – Internet, BEA App push notification service, short message service (SMS), or such other electronic delivery method as adopted by us from time to time shall be deemed to have reached the principal Cardholder and each supplementary Cardholder immediately. You agree that BEA may send any communication, confirmation, or statement to you in electronic form (if applicable).

- 8.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under applicable laws, the remaining provisions shall not be affected in any way.
- 8.6 These terms and conditions are binding on your personal representative and successor.
- 8.7 No failure to act, omission or delay by us to exercise any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right prevent any further exercise of such right or any other right.
- 8.8 We may assign or transfer all or any of our rights and obligations under this Agreement to any member of the BEA Group. You shall not assign any rights and obligations under this Agreement.
- 8.9 This Agreement is for the benefit of BEA and its successors and assignees, despite any change due to merger, amalgamation, consolidation or otherwise in BEA or its constitution or in any such successor or assignee.
- 8.10 You confirm and agree that BEA may assign or otherwise transfer any of its rights and/or obligations under this Agreement and in respect of any related services, transactions and/or related documents and may deliver the same to the successor, assignee(s) or transferee(s), who shall become vested with and entitled to all the rights and/or obligations formerly vested in BEA.

9. Personal Data (Privacy) Ordinance

- 9.1 You agree that:-
 - (a) we may collect, acquire, hold, store, use and disclose the details and the information relating to any transaction or dealing between us, or your personal data;
 - (b) we may disclose any such information (as mentioned in (a) above) to any credit information bureau/agencies or any credit reference bureau/agencies, as well as any bank, credit card companies, deposit-taking companies, or any other person or entity (including a collection agencies) that provides any form of credit facilities or is engaged in providing any financial or other services;
 - (c) any such person or entity (as mentioned in (b) above) may use such details and information in the course of any business carried on by him or it.

The collection, use, and holding of your personal data are conducted in accordance with the Bank's Personal Information Collection (Customers) Statement and Privacy Policy Statement. You have the right to request access to information held by us concerning

you and your Card Account at any time. You also have the right to update and correct such information. A request to do so should be made in writing to the Group Data Protection Officer, The Bank of East Asia Limited, 10 Des Voeux Road Central, Hong Kong. We reserve the right to impose a charge to cover the cost of complying with such a request.

- 9.2 You agree that we may obtain information about you from any credit reference bureau/agencies, and compare it with data you have provided for credit-checking purposes.
- 9.3 No person other than the Cardholder or BEA will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this Agreement.

10. Law and Language

- 10.1 We reserve the right to refuse to process, pay or otherwise act upon any instruction regarding any transaction concerning the Card that we believe or suspect to be directly or indirectly related to gambling or illegal activities.
- 10.2 In this Agreement, words in the singular number shall include the plural number, and vice versa.
- 10.3 The word “use” includes the presentation of the Card to obtain goods, services and/or cash advances.
- 10.4 This Agreement 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 this Agreement may be enforced in the courts of any competent jurisdiction.

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

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);
 - (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 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 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 a data access and correction request 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 the 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 the 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 a 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.



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