

BOC Express Cash Instalment Loan / Revolving Credit Application Form

Please complete this form in English & in BLOCK Letters and where necessary, put a "√" in the appropriate box.

CRC 93 CIN information: Without SP / With SP, please provide the details: _____

Recommended Branch/Dept. No.: _____ Staff No.: _____

LOAN AMOUNT AND TENOR

Loan Purpose: Personal Use Wealth Management Settle Credit Card/Loan Outstandings Others: _____

Applying for BOC Express Cash Instalment Loan (CDM:626 PM:0000 SC:712) Loan Amount Required: HK\$ _____

Repayment Period 12 months 18 months 24 months 36 months 48 months 60 months Others: _____

Applying for BOC Express Cash Revolving Credit (CDM:603 PM:6001 SC:709)

The full amount of approved loan amount will be disbursed to your designated savings/current account as stated below upon loan approval

PERSONAL DATA

Name _____
(Surname) (Given Name)

Chinese Name _____ Previous Name / Other Name (If applicable)
(Please provide proof)

Nationality _____ ID Card No. (Please enclose copy)

Marital Status Single 1 Married 2 Divorced 3

Date of Birth DD/ MM/ YYYY Gender M F

Hong Kong Residential Address in English (P.O. Box will not be accepted)
Room / Flat _____ Floor _____ Block _____

Name of Building / Estate _____

No. & Name of Street _____

District _____ HK 1 KLN 2 NT 3

Years There Year (s) _____ Month (s) _____ Hong Kong Residential Tel. _____

Mobile Phone / Pager No. _____

E-mail Address _____

(To receive products / services marketing materials such as interest rate and handling fee promotion by e-mail, please fill in this part)

Accommodation

Private Property (Mortgaged)² Rented⁶
 Home Ownership Scheme Housing (Mortgaged)³
Total Monthly Instalment / Rental Individual Joint HK\$ _____

Self Owned (No Mortgage)¹ Public Housing / Tenants Purchase Scheme⁵
 Owned by Relatives⁴ Quarters / Others⁷ _____

Education

University or above 01 Post Secondary 02 Others 05 _____
 Secondary 03 Primary 04

JOB INFORMATION

Employed (Non-contract)
 Self-Employed
 Contract (Date of Termination of contract _____)

Others _____

Employer / Company Name

Employer / Company Name in Chinese

Employer / Company Address

Room / Flat _____ Floor _____ Block _____

Name of Building _____

No. & Name of Street _____

District _____

HK 1 KLN 2 NT 3

Company / Office Tel.	Ext.	Monthly Salary (HK\$)
Nature of Business	Position	Years of Service Year (s) Month (s)

INSTALMENT LOAN DISBURSEMENT & REPAYMENT AUTHORIZATION / REVOLVING CREDIT CASH BEFORE CARD SERVICE

I hereby authorize BOC Credit Card (International) Ltd ("the Company") to directly disburse the approved loan amount net of any handling fee (if applicable) to the designated account stated immediate below.

Designated Loan Disbursement Account

Bank Name: _____

Account Holder: _____

Account Number: _____

I agree that if a loan repayment account has not been provided by me, I hereby authorize the use of the above account as my designated loan repayment account (the "repayment account"), and the Company will from time to time debit the outstanding amount and the handling fee of the loan from the repayment account. I accept full responsibility for any overdraft (including any interest and handling charges incurred) in the repayment account to meet any such transfer(s). Any notice of cancellation or variation of this authorization that I may give to the Bank shall be given at least 3 working days prior to the date on which such cancellation / variation is to take effect. Another loan repayment account must be provided. A copy of such notice shall also be given to the Payee by me. I also accept full responsibility for any cancellation / variation (including any interest and handling charges incurred) of this authorization.

Name of party to be credited (the "Payee"):	BOC CREDIT CARD (INTERNATIONAL) LTD
Account to be credited:	0 4 3 - 4 7 2 - 0 - 0 2 1 7 7 7 - 0

Designated Loan Repayment Account

Bank Name Bank of China (HK) Ltd Chiyu Banking Corporation Ltd Nanyang Commercial Bank Ltd

(Please complete the "Direct Debit Authorization" form in last page if other bank's account is chosen as Designated Loan Repayment Account)

Account Holder: _____

Account Number: _____

For Bank and Card Centre Use Only

DEBTOR'S REF																			
Verified by	Date	Made by	Date	Checked by	Date														
Remarks:																			

BANK REFERENCE

1. Payroll account maintained with Bank of China (HK) Ltd / Nanyang Commercial Bank Ltd / Chiyu Banking Corporation Ltd
 Yes Please state bank name: _____ No

2. I declare I **have / have not*** applied for any mortgage loan with Bank of China (HK) Ltd / Nanyang Commercial Bank Ltd / Chiyu Banking Corporation Ltd

My mortgage loan application status is Awaiting approval Application has been approved

Please state bank & branch name: _____ Completion date (DD/MM/YYYY): _____

*Eliminate the unnecessary

OTHER INSTRUCTIONS

Correspondance Address: Hong Kong Residential Address Office Address
 ATM Screen Language: Chinese 1 English 2

The Address selected above will be used as your correspondence address of BOC Express Cash Instalment Loan and Revolving Credit in the event your application is approved.

Card Collection Point:

The card collection letter of the BOC Express Cash Revolving Credit will be mailed to your correspondence address. Please pick one of the following branches as the card collection point. The card will be mailed to your correspondence address of your BOC Credit Card account if you are an existing BOC Credit Card customer.

Bank of China (Hong Kong) Ltd. (The Company will designate a branch for card collection if there is no appointed venue.)

Branch Name	No.
Hong Kong Island:	
Central District Branch	012 349
Kennedy Town Branch	012 560
409 Hennessy Road Branch	012 611
Bank of China Tower Branch	012 875
Central District (Wong On House) Branch	012 916
Causeway Bay Branch	012 828
Heng Fa Chuen Branch	012 390
Lee Chung Street	012 594
Aberdeen Branch	012 706
King's Road Branch	012 737
North Point (Kiu Fai Mansion) Branch	012 777
Kam Wa Street Branch	012 882
Taikoo Shing Branch	012 888
Kowloon:	
Wong Tai Sin Branch	012 567
San Po Kong (Wing Lok Building) Branch	012 779
Choi Hung Branch	012 758

Branch Name	No.
Diamond Hill Branch	012 813
Whampoa Garden Branch	012 890
To Kwa Wan Branch	012 918
194 Cheung Sha Wan Road Branch	012 352
Sham Shui Po Branch	012 552
Festival Walk Branch	012 816
Kowloon Plaza Branch	012 898
Castle Peak Road (Cheung Sha Wan) Branch	012 923
Mei Foo Mount Sterling Mall Branch	012 566
Kwun Tong Plaza Branch	012 601
177 Ngau Tau Kok Raod Branch	012 651
Kowloon Bay Branch	012 866
Yau Tong Branch	012 785
Lam Tin Branch	012 815
Prince Edward Branch	012 351
Humphrey's Avenue Branch	012 394
Mong Kok Branch	012 586
Yau Ma Tei Branch	012 878

Branch Name	No.
New Territories:	
On Chee Road Branch	012 571
Tai Po Branch	012 591
74 Tai Wai Road Branch	012 608
New Town Plaza Branch	012 695
City One Sha Tin Branch	012 565
Ma On Shan Plaza Branch	012 805
HKUST Branch	012 896
East Point City Branch	012 814
Tsuen Wan Branch	012 355
Kwai Cheong Road Branch	012 802
Metroplaza Branch	012 742
Castle Peak Road (Tsuen Wan) Branch	012 880
Kau Yuk Road Branch	012 573
Luen Wo Market Branch	012 616
Sheung Shui Branch	012 590
Tuen Mun Town Plaza Branch	012 889

Nanyang Commercial Bank Ltd. Chiyu Banking Corporation Ltd. _____ Branch (To be filled in by Branch Staff)

RELATIONSHIP WITH DIRECTOR/ EMPLOYEE OF OUR BANK

Are the Applicants one of the following persons or relatives of the following persons: director/ supervisor/ chief executive/ senior management/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holdings not less than 10% shareholding alone or together with associates who are controllers) of Bank of China (Hong Kong) Ltd or Bank of China Ltd (including their subsidiaries and branches)?

If yes, please complete the following information.

Chinese Name: _____ English Name: _____

Department: _____ Relationship with Applicant: _____

No. I confirm that I am not related to any parties as mentioned above. I undertake to notify BOCHK promptly should I become associated with any one of the parties as mentioned above.

YOUR SIGNATURE

I **do not wish** the BOC Credit Card (International) Limited to use my personal data in direct marketing via the following channel(s) (please use "✓" to select the channel(s)):-

- Email
- Mail
- SMS
- Personal Call

If you return this Form without ticking any of the above boxes, it means that you do not wish to opt-out from any form of the BOC Credit Card (International) Limited ("the Company")'s direct marketing.

- To improve and provide more comprehensive services to our customers, the Company may provide your personal data to other members of the Group* and any other persons for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. Please tick "✓" this box if you **do not wish** the Company to provide your personal data to the above persons for the above purposes.

***The "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.**

The above represents your present choice regarding whether or not to receive direct marketing materials, and the Company's intended provision of your personal data to other members of the Group* for their use in direct marketing. This replaces any choice communicated by you to the Company prior to this application. Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Company's Data Policy Notice. Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

I declare that the above information is true and complete and hereby authorize BOC Credit Card (International) Limited ("the Company") to contact my employers, financial and credit institutions or any other credit or information source for the verification thereof and for the collection of such information as may be required for the processing and evaluation of this application and, if my application is approved, for the operation of my account(s).

I further authorize the Company to disclose any information regarding me and/or this application and/or my account(s) with the Company confidentially to (i) the Company's employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties employed by the Company to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Bank of China (Hong Kong) Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the BOC Credit Card. I agree and understand that the data held by the Company relating to me may be transferred to places (including places outside Hong Kong) at any time and from time to time where the Company deems necessary.

I hereby solemnly and sincerely declare that (i) I do not have any overdue payment exceeding 30 days or any account that was cancelled by the financial institute due to my default in payment in respect of any indebtedness (including without limitation credit card, mortgaged, personal loan and other financial arrangement); and (ii)(a) I have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (b) I have carefully and conscientiously considered the status of my assets and liabilities. I have no intention to petition for my own bankruptcy or for any similar order, or propose to enter into with my creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I see any reason why I should do so.

I understand the Company to consider the credit report from TransUnion Limited and authorize BOCHK to check my credit information for the collection of such information from TransUnion Limited by my own (Tel. 2577 1816).

I understand and agree that the Company will not send me monthly statement of account on approval and acceptance by me of this loan application. As a substitute, the Company will send me by mail a loan advice listing out the repayment and outstanding loan details. A loan repayment record will be provided by the Company only upon my personal request (Applicable for Instalment Loan only).

I acknowledge that I have received, read and understood the contents of the attached Terms and Conditions of BOC Express Cash Instalment Loan and/or Important Terms and Conditions of BOC Express Cash Card, terms and conditions of the promotional offers (if applicable), Data Policy Notice (or such other document(s) issued under whatever name from time to time by BOC Credit Card (International) Limited and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time)), and all written terms, conditions and remarks, and agree to be bound by them.

Signature of applicant (Please do not alter)	Date
(Your signature (on this application form) must correspond with your loan repayment account signature.)	

I.V.	A.No.:
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Card Centre Use Only					
I	V	M	NC	OV=	
CR	AP2/3		MMR		
LA	T	A1	A2	R	AD1/2
	P	DT	DT	X/O	
FM	UCL		PCT	L	
RLA	RT		RA1	RA2	
	RP				
VIP	M3-	CMS	PV A / B / C / D / E / F	PD: P/F(O)	LOGO=
EXC:Y/N	BC:		ML:	RE:	
EN4 (Only applicable to Revolving Credit)					

Internal Use Only	
Staff ID:	Staff Signature:
Date:	Time:
Ext:	I.R.

PLEASE ENCLOSE

To avoid processing delay of your application, please enclose A4 size copy of the following documents (all documents supplied including the enclosed application form will not be returned):

- Hong Kong Identity Card (the copy should be enlarged and lighter in color); or passport copy in the event of a non-Hong Kong Permanent resident. (Applicant must be a Hong Kong resident aged 18 or above.)
- Latest 3 months' residential address proof in English, e.g. electricity bill, rates demand note or bank statement

(If permanent residential address is different from current residential address, please provide additional permanent residential address proof in English)

- Latest 2 months' bank statement/passbook or Latest Tax Demand Note or latest 1 month salary proof showing clearly your name and account number. (Applicant must be a full-time employee in Hong Kong with monthly salary of HK\$4,000 or above.)
- Business Registration Certificate and the latest company tax return (for sole proprietor or a partner in a business)
- First page of designated loan disbursement account's passbook / bank statement showing clearly your name and account number (only applicable to loan amount is HK\$100,000 or above)

The Company may request additional documents in the course of processing your application.

REMARKS OF BOC EXPRESS CASH INSTALMENT LOAN

Unless otherwise specified, capitalized terms herein shall have the same meaning as those defined in the Terms and Conditions for BOC Express Cash Instalment Loan.

1. The interest rate will depend on the customer's credit rating, loan amount and Loan Period and confirmed in the Loan Advice. The Company may at its absolute discretion approve or decline the application and determine the loan amount and relevant interest rate without giving any reason. If the customer's application cannot meet the credit approval requirements for BOC Express Cash Instalment Loan, the application may still be processed with an adjusted interest rate, or other credit facility may be offered.
2. The Company will with reference to the Loan Period charge 1.5% of the loan amount as Handling Fee and deduct such fee from the Loan at the time of loan advancement. For example, if the Loan Period is 24 months, the Company will charge a handling fee at 3% of the loan amount. If the Loan Period is shorter than 1 year, it shall be deemed to be 1 year. The Handling Fee paid will not be refunded in all circumstances.
3. The Company will charge an early settlement penalty equivalent to 2% of the approved loan amount. The interest rate is calculated according to "Rule of 78". The Company may at its discretion adjust the early settlement penalty at any time without prior notice.
4. If the customer fails to pay any sum payable in relation to the loan when due or on the Repayment Date or any Subsequent Repayment Date, the customer shall each time pay Default Interest at the rate of 3% per month of the overdue amount, together with a default handling fee of HK\$400.
5. For repayment by cheque or autopay, the Company will charge HK\$100 per transaction for returned cheque or rejected autopay transaction.
6. Customers may redraw the repaid loan amount. Please contact our staff for details and the terms and conditions.
7. The designated loan disbursement account and loan repayment account must be the applicant's personal and sole name account.
8. The Company reserves the right to approve or decline any application at its sole discretion without giving any reason. All approved BOC Express Cash Instalment applications are irrevocable.
9. Interest will be accrued from the day when the loan is disbursed.
10. A handling fee (maximum HK\$300) will be debited to the applicant's loan repayment account if and when the application is declined due to individual circumstances.
11. The beneficiary bank may charge a handling fee for processing the funds being transferred. Please contact your recipient bank for details.
12. Where a top-up loan facility is offered and taken up by a customer, the customer may redraw the entire repaid principal. However, the total outstanding loan amount cannot at any time exceed the approved loan amount.

REMARKS OF BOC EXPRESS CASH REVOLVING CREDIT

1. The Company has its sole discretion on the final approval, credit limit and interest rate. Where the applicant for BOC Express Cash Revolving Credit cannot meet the credit approval requirements, the application will still be processed with an adjusted monthly flat rate and corresponding APR or other suitable credit facility plan may be offered. The customer has an option to accept the credit facility.
2. Cash will be instantly disbursed into an applicant's designated bank savings/current account upon loan approval, regardless of the amount and the applicable interest rate of the Loan approved by the Company. The successful applicant hereby irrevocably agrees to the terms and conditions as stated in the written notice.
3. The BOC Express Cash Revolving Credit annual fee is set at 1% of credit limit (subject to a minimum of HK\$50 and a maximum of HK\$1,000). This fee may be waived subject to different promotion programs.
4. Customers have to settle the minimum payment as shown in the monthly statement, i.e. 3% of total outstanding statement amount (subject to a minimum of HK\$40); and any overdue minimum payment amount from previous monthly statement (where applicable); and total of over-limit amount (where applicable).
5. A handling fee of 2% of the withdrawn amount plus a HK\$20 charge will apply for each cash withdrawal. This fee is also applicable to "Cash Before Card", "Balance Transfer", "Online Payment" and "JET Payment" services. This fee may be waived subject to different promotion programs.
6. According to the Card User Circular in the event the account holder has not made any payment or the account holder has made a payment of less than the Minimum Payment on or before the relevant Due Date on two or more occasions in respect of the last 6 consecutive statements ("Triggering Event"), the Company will charge interest in respect of the outstanding balance of the account at the Overdue Interest Rate which is 4% p.a. over the applicable Privileged Interest Rate. The Overdue Interest Rate will apply during the period from the day following the Statement Date of the Statement first issued after the occurrence of the Triggering Event until the Statement Date of the Statement first issue after the cessation of the Triggering Event. The introductory rate offer applicable to the account will be suspended until such time as the Overdue Interest Rate ceases to apply. In any event, the Introductory Rate Offer Period will not be extended. Interest will be calculated at the applicable Privileged Interest Rate when the Overdue Interest Rate ceases to apply and the Introductory Rate Offer Period lapses.
7. The Overlimit Handling Fee will apply if the debit balance exceeds the customers' approved credit limit. The Overlimit Handling Fee is HK\$100 per statement period.
8. To use the Jet payment service, cardholders have to enter an ATM PIN.
9. Customers have to provide an e-mail address and register with the Online Services in order to access the online statement service.
10. "Designated expenses" include payments of government charges, insurance, mobile phone service and educational fees. Settlement of bank/credit card charges, financial institution, or securities company charges are not applicable.
11. If the disbursement account is not a Bank of China (Hong Kong) account and the credit limit requested is or over HK\$100,000, please provide copy of the latest bank statement or the inside front page of bank passbook (copy must indicate clearly your name and account number).
12. The first time handling fee can be waived upon successful application and drawdown of the loan. Interest will be accrued from the day when the approved loan amount is credited into your designated account.
13. The loan disbursement account must be the applicant's sole name account.
14. A handling fee (maximum HK\$300) will be debited to a cardholder's BOC Express Cash Card account without prior notice if the application is declined due to individual circumstances.
15. The beneficiary bank may charge a handling fee for processing the funds being transferred. Please contact your recipient bank for details.
16. The Company can disburse at its discretion the funds of the approved loan to the bank account shown in the applicant's income proof document or alternatively to any one of the applicant's savings accounts maintained at the Bank of China (Hong Kong), if the applicant has not designated any funds disbursement account.
17. The Company reserves its exclusive right to request additional documentary proof from the applicant for approval process if necessary.
18. The Company will by written notice and/or verbally inform the applicant whether the application is approved or rejected and in no event shall the Company be responsible for any loss or liability which the customer may suffer or incur as a result of any such application being rejected.
19. The Company may at its discretion amend, suspend or terminate the offer and its terms and conditions at any time without prior notice. In case of any disputes, the decision of the Company shall be final.
20. If there is any discrepancy between the Chinese and the English versions of the above Terms and Conditions, the Chinese version shall prevail.

TERMS & CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN

Successful applicant ("Borrower") of the approved BOC "Express Cash" Instalment Loan ("Loan") shall be subject to the following terms and conditions:

1. (a) In these terms and conditions:

"Company"	means BOC Credit Card (International) Limited;
"Business Day"	means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays;
"Designated Account"	means the account designated by the Borrower in the application form under the heading of "Direct Debit Authorization" or such other account as designated by the Borrower (and accepted by the Company) from time to time for the purpose of debiting such account for the repayment of the Monthly Instalment (as defined below) and other charges relating to the Loan;
"Drawdown Date"	means the proposed drawdown date of the Loan as applied by the Borrower and accepted by the Company, which shall be confirmed in the Loan Advice;
"Extension Fee"	means the handling fee being charged by the Company and confirmed in the Loan Advice if the Borrower elects to repay the Monthly Instalment not on the first Business Day of the next following calendar month after the Drawdown Date;
"Final Repayment Date"	means the final repayment date for the Loan, which shall be the last date of the Loan Period where the last Monthly Instalment is due and payable by the Borrower;
"Interest"	means the interest payable in relation to the Loan and is more particularly set out in Clause 6;
"Loan"	means the amount of the loan made available to the Borrower pursuant to the terms and conditions;
"Loan Period"	means the period of the Loan which can be repaid by instalment and shall be confirmed in the Loan Advice;
"HK\$"	means Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	means the Hong Kong Special Administrative Region of The People's Republic of China; and
"Loan Advice"	means the confirmation issued by the Company to the Borrower in relation to the Loan.

(b) All singular references in these terms and conditions shall include the plural and vice versa.

- The Company may in its absolute discretion approve or reject any application for a Loan without giving any reason. The Company will by written notice and/or verbal inform the Borrower whether the application is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Borrower may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Borrower and the Borrower shall be bound to accept the Loan on the terms set out in the Loan Advice.
- The Company may in its absolute discretion determine the exact amount of the Loan, the Interest or the Loan Period and the Borrower hereby irrevocably agrees to borrow the Loan notwithstanding that the amount of the Loan, the Interest or the Loan Period approved by the Company is different from that applied for.
- After approval of an application, the Company will, on or immediately after the Drawdown Date advance the principal amount of the Loan to the Borrower in such manner as accepted by the Company. The Borrower shall be responsible for all charges and fees associated with advancement of the principal amount of the Loan and any such charge and fee shall be deducted from the Loan and/or debited to the Designated Account at the time of advancement of the Loan.
- Handling fee ("**Handling Fee**") will be charged in such amount and in such manner as the Company may notify to the Borrower or specified in the application form, which shall be confirmed in the Loan Advice. The Handling Fee will be debited from the Loan at the time of advancement of the Loan.
- Interest shall be calculated and payable on the Loan from and including the Drawdown Date to and including the Final Repayment Date ("**Interest**"). The rate of interest applicable to the Loan shall be specified in the application form and confirmed in the Loan Advice. Interest shall accrue from day to day and shall be calculated on the basis of a 30-day month and a 365-day year.
- The principal amount of the Loan and the Interest shall be repaid by equal monthly instalments during the Loan Period (the "**Monthly Instalments**" and each a "**Monthly Instalment**") as applied by the Borrower and approved by the Company, which shall be confirmed in the Loan Advice and such amount shall be rounded up to the nearest cent. The Borrower hereby acknowledges that the amount of the last Monthly Instalment may not be equal to the amount of each of the previous Monthly Instalment and such amount of the last Monthly Instalment shall be the outstanding amount of the Loan.
- The first Monthly Instalment and Extension Fee (if any) shall be debited to Designated Account on the first Business Day of the next following calendar month after the Drawdown Date or a date which is approved by the Company ("**Repayment Date**"). Each subsequent Monthly Instalment shall be debited to the Designated Account on the first Business Day of the next following calendar month after the subsequent Repayment Date ("**Subsequent Repayment Dates**") provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a Business Day for the Company or the relevant Monthly Instalment cannot be debited to the Designated Account for reasons beyond the control of the Company, the same shall be debited to the Designated Account in accordance with the usual practice of the Company.
- If the Borrower fails to pay any sum payable in relation to the Loan when due or on the Repayment Date or any Subsequent Repayment Dates, the Borrower shall on demand of the Company pay default interest on that sum each time from the due date to the date of receipt by the Company at the rate which is 3% of the overdue amount (or at such rate which the Company may from time to time notify to the Borrower) ("**Default Interest**"), together with other fees which the Company may from time to time notify to the Borrower. The Default Interest payable in accordance with this Clause shall accrue daily and be calculated on the basis of actual number of days elapsed and a 30-day month.
- The Borrower may by written notice apply for early repayment of all but not part of the outstanding Monthly Instalments. The Company will only approve such application when the Borrower has repaid to the Company all sums due and payable by the Borrower hereunder, together with an administration fee or charges which the Company may from time to time notify to the Borrower.
- The Company is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount of each Monthly Instalment, Extension Fee (if any), Default Interest (if any) and all other fees, charges and sums due and payable by the Borrower hereunder ("**Charges**"). All payments to be made by the Borrower hereunder shall, unless stated or otherwise, be made on a Business Day.
- All payments made by the Borrower must be in HK\$ unless approved by the Company. Payments received from the Borrower shall be applied towards repayment of the Loan in the following order or in such other order as the Company may in its absolute discretion determine from time to time:
 - legal and collection fees, finance charges, Handling Fees, Charges and other fees and charges;
 - accrued Interests and Default Interests; and
 - outstanding Loan amount.
- Notwithstanding anything herein to the contrary, the Company may review the Loan on a regular basis and in the event there is any default in any of the repayment, or the Company reasonably considers it is necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments, together with the Charges to the Designated Account at any time without prior notice or provide reason to the Borrower, or demand the Borrower for immediate repayment of all sums which are due and payable by the Borrower hereunder.
- The Company may at its own discretion, at the request of the Borrower, extend the Final Repayment Date or revise the terms of the Loan, and a renewal fee or other fees and charges shall be payable by the Borrower.
- The Borrower hereby irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Borrower with the Company without prior notice to the Borrower.
- The Borrower acknowledges that liabilities of the Borrower to the Company hereunder may be settled in a variety of ways. The Borrower hereby irrevocably authorizes and instructs each of Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited (the "Banks") with which he/she may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Borrower to the Company hereunder without prior notice to the Borrower upon request of the Company. The Borrower agrees that the Company may disclose the aforesaid authorization and instruction to the Banks and the Borrower shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/her power to implement this authorization and instruction. The Borrower further agrees that any of the Banks acting in reliance upon this Clause 16 shall not be liable for any loss suffered by the Borrower and the Company shall not be liable for any overdraft interest and/or handling charges arising out of any of the Banks acting in reliance upon this Clause 16.

17. All payments made by the Borrower to the Company shall only be deemed to have received upon actual receipt of the payments by the Company and such payments shall be free and clear of and without any deduction or withholding for or on account of any tax.
18. The Borrower acknowledges that in the event of any default in repayment of any amount from time to time due to the Company, the Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice to the Borrower to enforce repayment. The Borrower agrees to indemnify the Company against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable from the Borrower shall in normal circumstances not exceed 30% of the aggregate outstanding balance, and against all legal costs and expenses reasonably incurred by the Company in enforcing payment through legal proceedings.
19. The Borrower confirms that all the information provided to the Company is true and complete and undertakes to inform the Company immediately in writing of any change in the name, address, telephone number and employment of the Borrower. The Borrower further agrees to provide any additional information or document promptly which the Company may require.
20. The Company may communicate with or seek instructions from the Borrower through telephone, facsimile, Internet or such other method as the Company may from time to time determine. In this connection, the Borrower hereby consents to the Company taking record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate. The Company shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Borrower.
21. The Company has absolute discretion to determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error).
22. Time shall be of the essence herein but no failure or delay by the Company in exercising any right, power or remedy hereunder or any indulgence given or negotiation undertaken by the Company shall operate as a waiver or in any way prejudice any of the rights, powers or remedies of the Company hereunder.
23. The Borrower hereby acknowledges that the Borrower has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Company and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agrees that the contents of the DPN shall be binding on the Borrower. Copies of the current version of the DPN are available at the principal place of business of the Company in Hong Kong or on the website of the Company at www.boci.com.hk. The Borrower hereby authorizes the Company to use any information it may have concerning the Borrower and/or the Loan in accordance with the DPN.
24. Where the Borrower consists of more than one person, the liabilities and obligations of the Borrowers under these terms and conditions are joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with all of them.
25. The Company shall be entitled at any time at its sole and absolute discretion to assign, sub-participate or transfer any or all of its rights and obligations hereunder to any other persons without consent of or prior notice to the Borrower. The Borrower shall not be entitled to assign or transfer any of its rights and obligations hereunder.
26. The Company shall give not less than 30 days' prior notice to the Borrower before any change of these terms and conditions affecting fees and charges and the Borrower's liabilities or obligations.
27. If any of the provisions of the terms and conditions is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision(s) is/are to be severed from the remaining provisions insofar as is possible without modifying or affecting the remaining provisions. Such provision shall not affect the validity of the remaining provisions.
28. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Company as soon as possible.
29. The Borrower warrants, represents and undertakes that no part of any Loan granted by the Company is intended, or will be used, directly or indirectly, for financing the acquisition (whether already made or proposed) by the Borrower or any person whomsoever of any shares in BOC Hong Kong (Holdings) Limited, or for reducing or discharging a liability incurred by the Borrower or any person whomsoever in connection with any such acquisition.
30. Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Borrower:
 - (i) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Banks,
 - (ii) 3 Business Days after publication as an advertisement in a Hong Kong newspaper,
 - (iii) when posted on the website of the Company,
 - (iv) when left at any of the address of the Borrower on the Company's record, or 48 hours after mailing to such address or 7 days if the address is overseas,
 - (v) when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Borrower on the Company's record, or
 - (vi) when communicated including by leaving a voice message, if by telephone or other oral communication.
 notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Borrower. For the purpose of this Clause 30, "Business Day" means a day on which the Banks are open for business in Hong Kong other than Sunday and public holiday. Without prejudice to the generality of the foregoing provisions, the Company may give verbal notice to the Borrower personally or by telephone and any verbal notice so given shall be immediately effective and binding upon the Borrower. Any notice or communication to the Company shall not be effective until actually received by the Company.
31. In case of any inconsistency between the Chinese version and the English version of the terms and conditions the English version shall prevail.
32. The terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong for any dispute arisen out of or in connection to the terms and conditions.

IMPORTANT TERMS AND CONDITIONS OF BOC EXPRESS CASH CARD

1. Approval of this your Express Cash Card application and the issuance of the Express Cash Card ("Card") to you is subject to our satisfactory verification of the data provided in your application form and the documents supplied by you and to our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefor.
2. You agree to be bound by the terms and conditions of the BOC Credit Card (International) Ltd "Express Cash Card User Agreement" ("User Agreement"). A copy of the User Agreement is available at our principal place of business or on our web site at www.boci.com.hk.
3. Immediately upon receipt of the Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card by acknowledging receipt of it or by other means according to our instructions. Your signature on the Card, or use or activation of the Card shall be conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreement.
4. All applicable fees, charges and interest payable in respect of the issue and use of the Card are set out in the Fees Schedule referred to in the User Agreement or notified to you in writing by us. A copy of the Fees Schedule is available at our principal place of business or on our web site at www.boci.com.hk.
5. You will receive from us a statement of account ("Statement") on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us and the payment due date. You agree to verify the transaction details of the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
6. We shall prescribe and notify you of the privileged interest rate at the time when the Card is issued to you. We reserve the right to revise the privileged interest rate from time to time and will notify you of the same. You acknowledge and agree that interest at the privileged interest rate will be charged on the transaction amount for purchase or cash advance or balance transfer or Cash Before Card Service or payment/fund transfer through "JET Payment" as from the transaction date. If no payment or payment of less than the minimum payment is made on or before the relevant due date, a late charge will be payable in addition to above payable interests.
7. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time.
8. You acknowledge that the Card is our property. You agree to take all necessary measures to keep the Card safely under your personal control and the personal identification number ("PIN") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
9. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft, unauthorized use of the Card and/or PIN and/or suspected unauthorized use of the Card or any counterfeit card.
10. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
11. You agree to examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.

12. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and to report loss, theft and/or unauthorized or suspected unauthorized use of the Card as soon as practicable) in handling the Card, your liability for loss, theft and/or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
13. You shall be fully liable for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of the Card if you have acted fraudulently or with gross negligence, or have failed to take all necessary precautions to prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
14. You irrevocably authorize us at any time and from time to time to combine and set off all or any of your accounts with us without prior notice.
15. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which you may have account to debit and pay to us the credit balance thereof (whether held singly or jointly with other, and whether or not such amount is matured or due or payable) for the satisfaction of your liability to us without prior notice upon request.
16. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice to you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account, and against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
17. We may (at our discretion) from time to time change any of the terms and conditions of the User Agreement and/or the Fees Schedule provided that we shall give you not less than 30 days' notice before any change of the terms and conditions affecting fees and charges and your liabilities or obligations takes effect, unless such changes are beyond our control. You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
18. Whether the Card is used through ATM, point of sale terminals or other devices, the use of any services through such shall be subject to the terms and conditions (including without limitation the "Condition for Services" and "General Information") which may govern any other services provided through the Card.
19. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card. Upon cancellation or termination, you must unconditionally and immediately cease using the Card for any purpose.
20. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreement, the User Agreement shall prevail.

TERMS & CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN BALANCE TRANSFER

1. Applicants have to provide the latest bank account monthly statement or other bank account records, showing clearly the name and account number of the account holder. If the designated account to be credited is a revolving loan/ personal loan/ overdraft loan, please state the payee name(s) to be used for the cash disbursement cheque on the copy account statement or other account records being provided.
2. After deducting the handling fee (if applicable) from the approved loan amount, BOC Credit Card (International) Ltd (the 'Company') will help settle the outstanding balance(s) of designated account(s) partly or wholly prescribed by the applicant. Thereafter any residue of the loan amount (if any) will be deposited in the designated sole name account (s) of the applicant.
3. The transfer amount of each account must not be less than \$1,000, and must be rounded up to the nearest dollar.
4. Debit account(s) and account(s) to be credited must be the sole name account(s) of the applicant. Joint name account(s) or corporate account(s) will not be accepted.
5. The Company reserves the right to request applicant(s) to cancel any balance transfer beneficial account(s) at any time at its sole and absolute discretion.
6. The Company will complete the balance transfer process within 7 days after the loan is confirmed. Before receipt of written loan/balance transfer confirmation from the Company, the applicant must continue to repay the financial institution(s), to which the balance will eventually be transferred. The Company shall not be liable for any overdue payment, interest and any other expenses incurred thereof. Interest is to be calculated from the date the loan is being drawdown.
7. An application, once approved, cannot be cancelled or amended by the borrower applicant. The Company reserves the right to decline any balance transfer or loan drawdown application at its sole discretion. The Company will not accept any balance transfer application to or from any account(s) maintained at the Bank of China Hong Kong (BOCHK) or any members of the BOCHK Group.
8. If the balance transfer and/or the loan application cannot be successfully completed or processed due to reasons arising from the account(s) provided by the applicant, the Company reserves the right to charge the applicant a variable handling fee (maximum: HK\$300) to be calculated on each and every balance transfer transaction.
9. A 'Service Fee' may be charged by the beneficiary bank or financial institution. Please contact the beneficiary party direct for details.

Application Hotline

2108 3688

BOC CREDIT CARD (INTERNATIONAL) LTD

中銀分期「易達錢」直接付款授權書 BOC Express Cash Instalment Loan Direct Debit Authorization

如欲選擇其他銀行帳戶作指定還款帳戶，請填寫此「直接付款授權書」。

Please complete this "Direct Debit Authorization" form if other bank's account is chosen as Designated Loan Repayment Account.

收帳戶戶名(受益人) Name of party to be credited ("The Payee")	收帳帳戶號碼 Account to be credited
BOC CREDIT CARD (INTERNATIONAL) LTD	0 4 3 - 4 7 2 - 0 - 0 2 1 7 7 7 - 0

致下述銀行:

本人現授權 貴行依照中銀信用卡(國際)有限公司(「受益人」)不定時通知 貴行的數額，由本人下述之帳戶(「扣帳戶口」)以轉帳形式將該數額支付給受益人。本人承諾在扣帳戶口內預留足夠的款項以應付轉帳，並同意下列各點:

1. 貴行有絕對酌情權辦理本授權書授權之任何轉帳，儘管扣帳戶口內有足夠款項即可提用款項以應付任何轉帳。
2. 本人將個別承擔因任何轉帳而令扣帳戶口透支之全部責任(包括支付利息及任何手續費)。
3. 本授權書在毋須取得本人同意情況下將仍然全面生效，儘管受益人或許已通知 貴行對下列任何事項作出變更: (i) 此述之收帳帳戶; 或 (ii) 此述之指定帳戶號碼。
4. 貴行只要遵照受益人所通知的數額轉帳而毋須查証該等轉帳是否已得到本人的同意。
5. 本人取消或更改本授權書之任何通知，須於取消/更改生效日最少三個工作天之前交予 貴行。本人亦會同時將該通知副本送予受益人。
6. 貴行可於毋須事先通知本人或向本人提供任何理由而不履行或不再根據本授權書行事。
7. 在不影響上述一般性的情況下，本人的扣帳戶口若連續三次沒有足夠款項即可提用的款項應付轉帳時，貴行有絕對酌情權不履行或不再根據本授權書行事，而毋須向本人發出任何通知。
8. 貴行徵收之服務費用，可由本人之扣帳戶口內支付。(如中、英文文意有出入，以英文為準)

To: The Bank named below,

I hereby authorize the addresses Bank to transfer such sum or sums of money from my bank account, specified below (the "Debit Account") To the Payee account named above as the Payee may from time to time advise you to do so. I hereby undertake to keep the designated Debit Account with sufficient funds to meet such commitments. I further agree that:

1. The Bank shall be entitled, in its absolute discretion, to make any transfer hereby authorized notwithstanding that there are insufficient funds immediately available in the designated Debit Account to meet any such transfer(s).
2. I accept full responsibility for any overdraft (including payment of interest thereon and any handling charge) in the designated Debit Account as a result of any such transfer(s).
3. This authorization shall remain in full force and effect without having first obtained my consent notwithstanding the Payee may have informed the Bank of any change (i) to the account specified herein and into which account any funds should be credited or (ii) to the number of the Designated Account specified herein.
4. The Bank shall be entitled to act on the advice of the Payee as to the amount to be transferred and shall not be obliged to ascertain whether the sum and sums so advised by the payee for transfer is agreed by me.
5. Any notice of cancellation or variation of this authorization which I may give to the Bank shall be given at least 3 working days prior to the date on which such cancellation/variation is to take effect. A copy of such notice shall also be given to the Payee by me.
6. The Bank may refuse to comply with or act pursuant to this authorization at any time without prior notice or giving me any reason.
7. Without limiting the generality of the foregoing, if transfer cannot be effected for 3 consecutive times due to insufficient funds in the Debit Account, the Bank may at its absolute discretion refuse to comply with or act pursuant to this authorization without prior notice to me.
8. Any service charge due to the Bank will be deducted from the designated Debit Account.

繳付戶口 To Pay For	
注意：由於辦理是項自動轉帳服務需時，故請暫以其他付款方式繳付中銀分期「易達錢」帳項，直至收到另函通知授權生效為止。	
Note: Until such time as you may have received written confirmation of a direct debit arrangement, please settle your BOC Express Cash Instalment Loan account balance by such other means of payment as may be expedient	
帳戶持有人姓名 Name of Account Holder	指定帳戶號碼 Designated Account No.

付款銀行戶口 To Debit From: (只接受港幣儲蓄戶口或支票戶口 Only HKD Savings or Current Account is accepted)	
本人在銀行戶口上所記錄之名稱 My Name as Recorded on the designated Bank Account	日間聯絡電話 Daytime Contact Tel. No.
本人之銀行及分行之名稱 My Bank Name and Branch	銀行編號 Bank No. 分行編號 Branch No. 本人之帳戶號碼 My Account No.
本人扣帳銀行戶口之印鑑簽署 My signature for the designated debit Bank Account	銀行專用 For Bank Use only DEBTOR'S REF 銀行核對印鑑(授權人員簽字連授權橫線蓋章) Bank Verification (Authorized Signature with Bank Chop)
X 日期 Date	授權人員簽章編號 Signature No. : _____ 日期 Date
本公司專用 For Card Centre Use Only	
Verified by	Date
Made by	Date
Checked by	Date
Remarks	

Data Policy Notice

- This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Futures Limited, BOCHK Asset Management Limited (each a "Company") in respect of their respective data subjects (as hereinafter defined). The rights and obligations of each Company under this Notice are several and not joint. No Company shall be liable for any act or omission by another Company.
 - For the purposes of this Notice, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
 - The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals :-
 - applicants for or customers/users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company and their authorized signatories;
 - sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to a Company;
 - directors, shareholders, officers and managers of any corporate applicants and data subjects/users; and
 - suppliers, contractors, service providers and other contractual counterparties of the Company.
- For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (the "Ordinance").
- From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment and related services and products and facilities.
 - Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
 - Data relating to the data subjects are collected or received by the Company from time to time. Such data may include, but not limited to, data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company.
 - The purposes for which the data relating to the data subjects may be used will vary depending on the nature of the data subjects' relationship with the Company, they may include the following :
 - assessing the merits and suitability of the data subjects as actual or potential

- applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, renewals and cancellations;
- enabling the Company to ensure the daily operation of the services and credit facilities provided to the data subjects;
 - conducting credit checks whenever appropriate (including, without limitation, 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) and carrying out matching procedures (as defined in the Ordinance);
 - creating and maintaining the Company's scoring models;
 - providing reference;
 - assisting other financial institutions to conduct credit checks and collect debts;
 - ensuring ongoing credit worthiness of data subjects;
 - researching and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects' use;
 - marketing services, products and other subjects (please see further details in paragraph 10 below);
 - determining amounts owed to or by the data subjects;
 - enforcing data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:
 - any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - 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 Company 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;
 - complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group 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;
 - enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
 - maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
 - purposes incidental, associated or relating to Paragraph 7.
- Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph: -
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business, wherever situated;
 - any other person under a duty of confidentiality to the Company including any member

- of the Group which has undertaken to keep such information confidential;
 - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - any person making payment into the data subject's account;
 - any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
 - credit reference agencies, and, in the event of default, to debt collection agencies;
 - any financial institution, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings;
 - any person to whom the Company 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 Company 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 Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
 - any member of the Group;
 - third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - third party reward, loyalty, co-branding and privileges programme providers;
 - co-branding partners of the Company and the Group (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);
 - charitable or non-profit making organisations; and
 - 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 Company engages for the purposes set out in paragraph (7)(i) above, wherever situated.
- The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.
- With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agency:
 - full name;
 - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - identity card number or travel document number ;
 - date of birth;
 - correspondence address;
 - mortgage account number in respect of each mortgage;
 - type of the facility in respect of each mortgage;
 - 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
 - if any, mortgage account closed date in respect of each mortgage.The credit reference agency will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by

the data subject with credit providers in Hong Kong Special Administrative Region, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

10. **USE OF DATA IN DIRECT MARKETING**

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. The specific requirement regarding data subject's consent (which includes an indication of no objection) under Part VIA of the Personal Data (Privacy) Ordinance 2012 shall take effect on a day to be appointed by the Secretary for Constitutional and Mainland Affairs by notice published in the Gazette, tentatively on 1st April 2013. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company'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
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (i) any member of the Group;
 - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - (iii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iv) co-branding partners of the Company and the Group (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
 - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 10(a) above to all or any of the persons described in paragraph 10(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

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

11. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right: -

- (a) to check whether the Company holds data about him and of access to such data;
- (b) to require the Company to correct any data relating to him which is inaccurate;
- (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
- (d) 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 an access and correction request to the relevant credit reference agency or debt collection agency; and
- (e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time 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 include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- 12. 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 11(e) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- 13. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- 14. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 15. The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

Bank of China (Hong Kong) Limited Nanyang Commercial Bank, Limited Chiyu Banking Corporation Limited

The Data Protection Officer Bank of China (Hong Kong) Limited Bank of China Tower 1 Garden Road Hong Kong Facsimile: (852) 2899 2613	The Data Protection Officer Nanyang Commercial Bank, Limited 151 Des Voeux Road Central Hong Kong Facsimile: (852) 2815 3333	The Data Protection Officer Chiyu Banking Corporation Limited 78 Des Voeux Road Central Hong Kong Facsimile: (852) 2810 4207
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BOC Credit Card (International) Limited Po Sang Futures Limited BOCHK Asset Management Limited

The Data Protection Officer BOC Credit Card (International) Limited 20/F, BOC Credit Card Centre 68 Connaught Road West Hong Kong Facsimile: (852) 2541 5415	The Data Protection Officer Po Sang Futures Limited 1/F, Wing On House 71 Des Voeux Road Central Hong Kong Facsimile: (852) 2854 1955	The Data Protection Officer BOCHK Asset Management Limited 32/F, Bank of China Tower 1 Garden Road Hong Kong Facsimile: (852) 2532 8216
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BOC Group Life Assurance Company Limited

The Data Protection Officer
BOC Group Life Assurance Company Limited
13-21/F, BOC Group Life Assurance Tower
136 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2860 0670

- 16. The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event that the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.
- 17. If there is any inconsistency between the English version and the Chinese version of this Notice, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of Hong Kong Special Administrative Region, the English version shall prevail in relation to any matters arising in Hong Kong Special Administrative Region and elsewhere.