

BOC Express Cash Instalment Loan Application Form (Professional Loan Program)

CRC 93

CDM: 625 PM: 6004 SC: 712

Recommended Branch/Dept. No.: _____ Staff No.: _____ CIN information: <input type="checkbox"/> Without SP / <input type="checkbox"/> With SP, please provide the details: _____	For Card Centre Use Only
---	--------------------------

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

LOAN AMOUNT AND TENOR	
Loan Purpose <input type="checkbox"/> Personal use <input type="checkbox"/> Wealth Management <input type="checkbox"/> Settle credit card/loan outstandings <input type="checkbox"/> Others: _____	
Loan Amount Required: HK\$ _____	
Repayment Period <input type="checkbox"/> 12 months <input type="checkbox"/> 18 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months <input type="checkbox"/> 48 months <input type="checkbox"/> 60 months <input type="checkbox"/> Others: _____	

PERSONAL DATA	
Name _____ <small>(Surname) (Given Name)</small>	
Chinese Name _____	Previous Name / Other Name (If applicable) <small>(Please provide proof)</small>
Nationality _____	ID Card No. (Please enclose copy)
Marital Status <input type="checkbox"/> Single 1 <input type="checkbox"/> Married 2 <input type="checkbox"/> Divorced 3	Age _____
Date of Birth DD/ MM/ YYYY	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Hong Kong Residential Address in English (P.O. Box will not be accepted)	
Room / Flat _____	Floor _____
Name of Building / Estate _____	
No. & Name of Street _____	
District _____	<input type="checkbox"/> HK 1 <input type="checkbox"/> KLN 2 <input type="checkbox"/> NT 3
<input type="checkbox"/> My permanent residential address is different from the above address (please provide additional permanent residential address proof in English)	
Years There Month(s) Year(s)	Residential Tel. _____
Mobile Phone / Pager No. _____	
E-mail Address _____	
<small>(To receive products / services marketing materials such as interest rate and handling fee promotion from Card Centre by e-mail, please fill in this part)</small>	
Accommodation	
<input type="checkbox"/> Private Property (Mortgaged) ²	<input type="checkbox"/> Rented ⁶
<input type="checkbox"/> Home Ownership Scheme Housing (Mortgaged) ³	Total Monthly Instalment / Rental <input type="checkbox"/> Individual <input type="checkbox"/> Joint HK\$ _____
<input type="checkbox"/> Self Owned (No Mortgage) ¹	<input type="checkbox"/> Public Housing / Tenants Purchase Scheme ⁵
<input type="checkbox"/> Relatives ⁴	<input type="checkbox"/> Quarters / Others ⁷ _____
Education	
<input type="checkbox"/> University or above 01	<input type="checkbox"/> Post Secondary 02
<input type="checkbox"/> Others 05 _____	

JOB INFORMATION

Company / Employer Name	
Company / Employer Name in Chinese	
Company Address	
Room / Flat	Floor
Block	
Name of Building	
No. & Name of Street	
District	
<input type="checkbox"/> HK 1 <input type="checkbox"/> KLN 2 <input type="checkbox"/> NT 3	
Company / Office Tel.	Ext.
Nature of Business	
Position	Years of Service
	Month(s)
	Year(s)
Monthly Salary / Income (HK\$)	Salary Category
	<input type="checkbox"/> Fixed monthly salary <input type="checkbox"/> Commission basis
Self-employed or on contract basis, please indicated:	
<input type="checkbox"/> Self-employed <input type="checkbox"/> Contract basis Contract end date: _____	

OTHER INSTRUCTIONS

Please select mailing address: Company Address Residential Address

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

RELATIONSHIP WITH THE COMPANY

Are you a relative of any director / employee of the Company or Bank of China (Hong Kong) Ltd or any of their subsidiaries?
 Yes (Please state his / her details below) No (But agree to notify the company should I become so related)

Name of Director / Employee: _____
 Relationship: _____
 Company Name: _____

BOC Credit Card (International) Ltd or any of their subsidiaries
 Bank of China (Hong Kong) Ltd or any of their subsidiaries

Department: _____ Position : _____

The loan amount for an employee / relative shall be subject to the prevailing terms and conditions of the regulating authorities and such preset limit as may be prescribed from time to time.

Card Centre Use Only

I	V	M	NC	OV=
LA	T	A1	A2	R
	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)
EXC:Y/N	BC:		ML:	LOGO=
				RE:

Internal Use Only

Staff ID:	Staff Signature:
Date:	Time:
Ext:	I.R.

LOAN DISBURSEMENT AND REPAYMENT AUTHORIZATION

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")	Account to be credited
BOC CREDIT CARD (INTERNATIONAL) LTD	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 : _____

Remarks

1. The designated loan disbursement account and loan repayment account must be the applicant's personal and sole name account.
2. 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.
3. Interest will be accrued from the day when the loan is disbursed.
4. 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.
5. The beneficiary bank may charge a handling fee for processing the funds being transferred. Please contact your recipient bank for details.

For Bank use only															
DEBTOR'S REF															
Verified by	Date	Made by	Date	Checked by	Date										
Remarks:															

YOUR SIGNATURE

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 acknowledge that I have received, read and understood the contents of the attached Terms and Conditions of BOC "Express Cash" Instalment Loan and 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 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.: _____

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

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% 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 2% 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 at 2% of the loan amount.
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\$200.
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.

PROMOTIONAL TERMS & CONDITIONS

Professional Loan Promotion Terms & Conditions

1. The promotion period runs from 4 May to 31 October 2009 (both dates inclusive) (the "Promotion Period").
2. "Privileged Interest Rate Offer" (the "Interest Offer") is exclusively available to "Professionals", as defined by BOC Credit Card (International) Limited (the "Company"), with credit score ranging from AA to CC in their credit report who successfully apply within the Promotion Period and for loan disbursement on or before 30 November 2009.
3. The annualized interest rate is based on the lowest interest rate offered by licensed banks and/or financial institutions (designated by the Company) at their websites on such date with a maximum reduction of 0.25%.
4. "Professionals" mean members of professional organizations designated by the Company, including doctors, pharmacists, accountants, barristers, solicitors, architects, surveyors, engineers, actuary and town planners etc. The Company reserves the right on the definition of "Professionals" at its absolute discretion.
5. All existing customers of BOC "Express Cash" Instalment Loan and BOC "Express Cash" Revolving Credit Cash Instalment are excluded from this promotion.
6. This promotion cannot be enjoyed simultaneously with other promotional offers including but not limited to the interest and the handling fee deduction offers.
7. 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 disputes, the decision of the Company shall be final.
8. If there is any discrepancy between the Chinese and the English versions of the above Terms and Conditions, the Chinese version shall prevail.

"BOCHK Wealth Management service" Promotion Terms & Conditions

1. The "BOCHK Wealth Management Prime Service" offers are only applicable to customers who successfully apply for and drawdown BOC "Express Cash" Instalment Loan - Professional Loan in accordance with the Promotion Terms and Conditions, and take up the "BOCHK Wealth Management Prime Service" on or before 31 October 2009.
2. For details of the privileges on joining "BOCHK Wealth Management service", as well as the relevant terms and conditions, please contact staff of Bank of China (Hong Kong) Limited (the "Bank").
3. The Bank may at its discretion amend, suspend or terminate the offer and its terms and conditions at any time without prior notice. In case of disputes, the decision of the Bank shall be final.
4. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
 9. 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.
 10. 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.
 11. 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.
 12. 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:
 - (i) legal and collection fees, finance charges, Handling Fees, Charges and other fees and charges;
 - (ii) accrued Interests and Default Interests; and
 - (iii) outstanding Loan amount.
 13. 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.
 14. 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.
 15. 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.
 16. 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.

BOC Credit Card (International) Ltd is a member of BOCHK Group

Application Hotline **2108 3688**

BOC Credit Card (International) Limited Data Policy Notice

1. This Notice sets out the data policies of Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited, Chiyu Banking Corporation Limited and BOC Credit Card (International) 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.
2. The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals :-
 - (a) applicants for or customers/users of banking/financial services and facilities provided by a Company and their referees;
 - (b) sureties and parties providing security, guarantee or any form of support for obligations owed to a Company;
 - (c) directors, shareholders, officers and managers of any corporate applicants and customers/users; and
 - (d) 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 (the "Ordinance").
3. From time to time, it is necessary for the data subjects to supply the Company with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking or other services by the Company, or the provision of supplies or services to the Company.
4. 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 banking or other services.
5. 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.
6. 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 (without limitation) the following :-
 - (a) assessing the merits and suitability of the data subjects as actual or potential applicants for banking / financial services and facilities and/or processing their applications;
 - (b) enabling the Company to ensure the daily operation of the services and credit facilities provided to the data subjects;
 - (c) conducting credit checks whenever appropriate (including, without limitation, upon an application for consumer credit and upon periodic review of the credit) and carrying out matching procedures (as defined in the Ordinance);
 - (d) creating and maintaining the Company's credit scoring models;
 - (e) providing reference;
 - (f) assisting other financial institutions to conduct credit checks and collect debts;
 - (g) ensuring ongoing credit worthiness of data subjects;
 - (h) researching and/or designing financial services or related products for data subjects' use;
 - (i) marketing financial services or related products;
 - (j) determining amount of indebtedness owed to or by data subjects;
 - (k) enforcing data subjects' obligations including without limitation the collection of amounts outstanding from data subjects;
 - (l) meeting the requirements to make disclosure under the requirements of any law binding on the Company or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Company or any of its branches are expected to comply;
 - (m) 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;
 - (n) 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;
 - (o) 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
 - (p) purposes incidental, associated or relating thereto.
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 paragraph 6:
 - (a) the Company's holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated;
 - (b) the other Companies and their respective holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated;
 - (c) 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;
 - (d) any other person under a duty of confidentiality to the Company or who has undertaken to keep such data confidential;
 - (e) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

- (f) any person making payment into a data subject's account;
 - (g) any person receiving payment from a data subject, the banker of such person and any intermediary(ies) which may handle or process such payment;
 - (h) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (i) any financial institution and charge or credit card issuing companies with which the data subjects have or propose to have dealings;
 - (j) any other person who has established or proposes to establish any business relationship with the Company or recipient of the data;
 - (k) any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Company or any of its branches are expected to comply;
 - (l) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of data subjects; and
 - (m) selected parties for the purpose of informing data subjects of services and/or products which the Company reasonably believes will be of interest to the data subjects, notwithstanding that any of such parties' place of business is outside the places where the Company has operations, or that such data following disclosure will be collected, held, processed, used or further disclosed by such parties in whole or part outside the places where the Company has operations in accordance with the applicable local practices, laws, rules and regulations.
8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
 - (a) to check whether the Company holds data about him and has 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) in relation to consumer credit, to request to be informed 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 consumer credit data which has been provided by the Company to a credit reference agency (except where the consumer credit applied for involves a residential mortgage loan), to instruct the Company upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days, the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge of the individual's bankruptcy as notified to the credit reference agency whichever is earlier.
 9. The Company has the right to charge a reasonable fee for the processing of any data access request.
 10. The Company may have obtained credit report on the data subjects from credit reference agency(ies) in considering any application for credit. In the event that the data subjects wish to access the credit report, the Company will advise them the contact details of the relevant credit reference agency(ies).
 11. The person 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
The Data Protection Officer
Bank of China (Hong Kong) Limited
Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 2899 2613

Nanyang Commercial Bank Limited
The Data Protection Officer
Nanyang Commercial Bank, Ltd.
151 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2815 3333

Chiyu Banking Corporation Limited
The Data Protection Officer
Chiyu Banking Corporation Limited
78 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2810 4207

BOC Credit Card (International) Limited
The Data Protection Officer
BOC Credit Card (International) Ltd
Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 2541 5415
 12. 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, the English version shall prevail in relation to any matters arising in Hong Kong and elsewhere.

中銀信用卡(國際)有限公司

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")	收款帳戶號碼 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")以轉帳形式將該數額支付給受益人。本人承諾在扣帳戶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，儘管受益人或已通知 貴行對下列任何事項作出變更：(i) 此述之收款帳戶；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，本人的扣帳戶若連續三次沒有足夠款項應付轉帳時，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		
X 日期 Date	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) 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					