

# SOGO VISA Platinum Card Application Form

Perpetual Annual Fee Waiver

Signature of <u>Main Card</u> applicant (Please do not alter)	Date
X _____	_____

Please submit the completed application form with the supporting documents to BOC Credit Card(Int'l)Ltd., 3/F, Bank of China Centre, Olympian City, 11 Hoi Fai Road, West Kowloon.

Referral Branch / Dept. No. \_\_\_\_\_

Staff No. 00 \_\_\_\_\_

SC=682 RoadShow SC \_\_\_\_\_

CIN record checked:  No SP /  Yes with SP, please specify: \_\_\_\_\_

Please complete in BLOCK Letters and put a "✓" in the appropriate box.  
BOC Credit Card (International) Ltd. ("the Company") will on the basis of your supporting documents make the final decision either to decline or approve your application and decide on the card type offered, including credit limit, without notice. **A full time student applicant should complete a "BOC Credit Card Student Application Form"** (this application form is not applicable for full time students).

CRC52

## TYPE OF CREDIT CARD APPLIED

PM0860



SOGO VISA Platinum Card (501) Annual Income Required HK\$150,000

## WELCOME GIFT SELECTION (for main card applicants only)

Applicant may choose one welcome gift only. Please refer to the Terms and Conditions of Welcome Gift Offer overleaf. If the applicant does not specify or choose more than one welcome gift, BOC Credit Card (International) Limited (the "Company") will select one for the applicant.

**HK\$200 SOGO Gift Certificate\*** (L9)



**"Cash Installment Loan" up to HK\$60,000 with interest and handling fee waived**  
(Available to main card applicant only)\* (L6)



OR

**Kikura Disco Light Speaker\*** (L8)



**Panner Tower Fan\*** (L7)



Please fill in details as required below if opt for "Cash Installment Loan": (AACCCX0)

Name of Receiving Bank: \_\_\_\_\_

Account No.: \_\_\_\_\_

Notices :

\*Card applicant has to accumulate retail spending/cash advance/Cash Before Card/posted amount of installment program of up to HK\$2,000 within the first two months of card issuance, to enjoy the welcome offer (online Bill Payment, Octopus Automatic Add Value Service, and such other transaction types as may be designated by the Company from time to time are excluded).

<sup>2</sup>The designated receiving bank account shall be a savings or current bank account with a bank in Hong Kong under the name of the Main Card applicant. Please provide a copy of the monthly statement or the front page of the passbook of such bank account (copy must indicate clearly the name of the account holder and account number).

## PERSONAL DATA

Name in English _____			
Chinese Name _____		Formerly Used Name/ Alias (if applicable) (Please provide proof(s)) _____	
Nationality _____		ID Card No. (Please attach copy) _____	
Marital Status <input type="checkbox"/> Single 1 <input type="checkbox"/> Married 2 <input type="checkbox"/> Divorced 3			Age _____
Date of Birth	DD/	MM/	YY
			Sex <input type="checkbox"/> M <input type="checkbox"/> F
HK Residential Address (P.O. Box is not acceptable)			
Room/Flat _____		Floor _____	Block _____
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 address is different from the above (please provide English permanent address proof)			
Years of Residence	Year	Month	Hong Kong Residential Tel. No. _____
Mobile Phone/Pager No. _____			
E-mail Address _____			
(To receive promotional materials from the Company by e-mail, please fill in this part)			
Accommodation			
<input type="checkbox"/> Private Property (Mortgaged) 2		<input type="checkbox"/> Rented 6	
<input type="checkbox"/> Home Ownership Scheme Housing (Mortgaged) 3			
Monthly Installment / Rental: <input type="checkbox"/> Singly / <input type="checkbox"/> Jointly HKD _____			
<input type="checkbox"/> Self-owned (Not Mortgaged) 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"/> Secondary 03	
<input type="checkbox"/> Primary 04		<input type="checkbox"/> Others 05 _____	

## JOB INFORMATION

<input type="checkbox"/> Employed by (non-contract) <input type="checkbox"/> Self-Employed <input type="checkbox"/> Contract (Date of Termination of contract _____)		
<input type="checkbox"/> Housewife <input type="checkbox"/> Retired		
Employer/Company Name in English _____		
Employer/Company Name in Chinese _____		
Employer/Company Address in English		
Room/Flat _____		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 Tel. No.	Ext.	Monthly Salary (HKD)
Business Nature	Position	Years of Service
		Y M

## CASH BEFORE CARD SERVICE

For every HK\$1,000,  
interest is just  
HK\$8.2 per month\*

\*9.8% p.a. interest rate for the first 6 months and 56 days interest free period.

Name of Main Card/Additional Card Applicant: \_\_\_\_\_ Please credit the required

amount (HKD) \_\_\_\_\_ to the designated account under my sole name, account number

\_\_\_\_\_ maintained at \_\_\_\_\_ Bank in Hong Kong.

1. Applicant should apply for SOGO VISA Platinum Card and Cash Before Card Service simultaneously to enjoy the interest rate offer. Please enclose a copy of the latest bank statement or the bank passbook inside front page (copy must show clearly applicant's name and the account number). 2. Applicant agrees to be bound by the Terms and Conditions for Cash Before Card Service printed on this form, and to pay interest and handling fee thereof.

## FOR CARD CENTRE USE ONLY

CXCD1002(CSD) Remarks: \_\_\_\_\_

## BALANCE TRANSFER INFORMATION

Please fill in details of credit card/revolving loan/personal loan/personal overdraft account(s) that you wish to transfer balance from.

Applied by Main Card Applicant Name of Financial Institution Transfer Amount (HKD)

(Transfer Balance Account No.) \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Applied by Additional Card Applicant (Transfer Balance Account No.) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

Total Transfer Amount (HKD) \_\_\_\_\_

1. Applicant must apply "SOGO VISA Platinum Card" and "Balance Transfer" simultaneously to enjoy the interest rate offer. Please enclose a copy of the credit card or the revolving loan/personal overdraft account(s) supporting document showing applicant's name and account number or the latest statement(s) of the account(s) from which the balance will be transferred. 2. Applicant understands that "Balance Transfer" shall be regarded as cash advance transaction and agrees to be bound by the Terms and Conditions for "Balance Transfer" printed on this form, and to pay interest and handling fee thereof. 3. Should the balance be transferred from a revolving loan/personal loan/personal overdraft account(s), please provide cheque "payee name" on the enclosed copy bank statement.

## FOR CARD CENTRE USE ONLY

CXBT1003(CSD) Remarks: \_\_\_\_\_

## ADDITIONAL CARD APPLICANT

When applying for more than 1 Additional Card, please make copy of this form. Each one must be signed by the Main Card applicant and returned altogether.

Perpetual Annual Fee Waiver & HK\$100 Free Spending Credit for each Additional Card Applicant\* need full Spending requirement

An Additional Card applicant must be 16 years old or above and shall not be a student. The Additional Card type applied for must be the same as the Main Card.

Chinese Name \_\_\_\_\_ Name in English \_\_\_\_\_

ID Card No. (Please attach copy) \_\_\_\_\_ Formerly Used Name/ Alias (if applicable) (Please provide proof(s)) \_\_\_\_\_

Company Name (Please fill in if applicable) \_\_\_\_\_

Contact/Company Tel. No. \_\_\_\_\_ Relationship with the Applicant \_\_\_\_\_

If Additional Cards residential address is different from the Main Card, please provide Additional Card applicant's English residential proof  
 If permanent address is different from the current residential address, please provide additional English permanent address proof

### Additional Card Monthly Credit Limit

Out of my personal card "credit limit" as approved by the Company for my main card, I wish to allocate HKD \_\_\_\_\_, subject to absolute discretion of the Company, as an upper credit limit for the aggregate amount of retail and cash advance spending for the above additional card(s) for each statement cycle (i.e. "Monthly Credit Limit").

\*If the main cardholder does not possess a Monthly Credit Limit for the additional card(s), it means one "credit limit" will be shared jointly by the main and the additional cardholders. Credit limit will be rounded up to the nearest thousand and expressed in terms of thousands. If the approved additional card monthly credit limit is lower than the one proposed by the main card applicant, the lower limit will apply.

### Terms and Conditions for Monthly Credit Limit

1. Without prejudice to any other terms and conditions regulating the use of credit limit assigned to a Card, the Cardholder (including the Main Cardholder and Additional Cardholder, if applicable) shall strictly observe the monthly credit limit pre-set for each statement period from time to time. The Cardholder shall not use the Card in excess of such monthly credit limit. Breach of this Clause shall not in any way reduce or discharge the liability of the Cardholder for payment of any Charge arising as a result of such breach. 2. The monthly credit limit will be reset on the first day of each statement period.

## RELATIONSHIP WITH THE COMPANY

Is the main card applicant and/or the additional card applicant a relatives of any of the director/CEO/credit officer of the BOC Credit Card (International) Ltd ("the Company") or any of its subsidiaries or of the Bank of China (HK) Ltd or any of its subsidiaries and/or holding companies?

Yes (Please state his/her details below)

Name of Director/Employee \_\_\_\_\_ Relationship \_\_\_\_\_

Company Name \_\_\_\_\_

BOC Credit Card (International) Ltd/any of its subsidiaries and/or holding companies  Bank of China (HK) Ltd/any of its subsidiaries and/or holding companies

Department \_\_\_\_\_ Position \_\_\_\_\_

No I hereby certify that I am not a relative of any of the director/employee of Bank of China (HK) Ltd. I undertake to advise Bank of China (HK) Ltd without delay if and when I become a relative of any director/employee of Bank of China (HK) Ltd after submission of this signed application form.

## OTHER INSTRUCTIONS

Please send statement to:  Residential Address  Company Address

ATM Screen Language:  Chinese 1  English 2

The address selected above will be used as your correspondence address in the event your application is approved.

Card Collection: SOGO VISA Platinum Card collection letters will be sent to you separately. Please select collection location as follows: If applicant is existing BOC Credit Card cardholder, your new credit card will be mailed to your corresponding address which has registered in your BOC Credit Card account accordingly.

Bank of China (Hong Kong)

District	Branch Code	District	Branch Code	District	Branch Code
Bank of China (HK-Hong Kong Island)	012349	Chuen Hong Hill Branch	012311	Bank of China (HK-NT)	
Central District Branch	012349	Whampoa Garden Branch	012890	On Chee Road Branch	012571
Kenney Town Branch	012560	To Kwa Wan Branch	012918	Tai Po Branch	012591
408 Hennessy Street Branch	012611	104 Cheung Sha Wan Road Branch	012982	Tai Tai Wan Road Branch	012608
Bank of China Tower Branch	012875	Sham Shui Po Branch	012552	New Town Plaza Branch	012695
Central District (Wing On House) Branch	012916	Festival Walk Branch	012916	City One Sha Tin Branch	012565
Queen's Bazaar Branch	012532	Kowloon Plaza Branch	012988	Ma On Shan Plaza Branch	012605
Hang Fa Chuen Branch	012930	Castle Peak Road (Cheung Sha Wan) Branch	012963	LHKUST Branch	012896
Leung Chung Street Branch	012594	Mai Foo Mount Sterling Mall Branch	012566	Hiau Tak Estate Branch	012744
Aberration Branch	012795	Kowloon Tong Plaza Branch	012828	Tsuen Wan Branch	012355
King's Road Branch	012737	177 Ngau Tau Kok Road Branch	012651	Kwai Chung Road Branch	012802
North Point (Ku Fai Mansion) Branch	012777	Kowloon Bay Branch	012745	Metropola Branch	012742
Canal Waters Street Branch	012882	Tau Tong Branch	012705	Maritime Square Branch	012830
Takoo Street Branch	012686	Lam Tin Branch	012809	Kwai Yik Road Branch	012733
Bank of China (HK-Kowloon)		Prince Edward Branch	012351	Luen Wo Market Branch	012616
Wong Tai Sin Branch	012567	Humphrey's Avenue Branch	012394	Sheung Shue Centre Branch	012807
218 Po Kung (Wing Lok Building) Branch	012779	Yau Ma Tei Branch	012586	Luen Mun Town Plaza Branch	012889
Choi Hung Branch	012758	Yau Ma Tei Branch	012878		

Nanyang Commercial Bank  Chiyu Bank

If you wish to have ATM facilities, please apply upon card collection at designated branch.

## BOC Credit Card Octopus Automatic Add Value Service (AAVS) (applicable to main card applicant only)

I would like to apply for the AAVS using my Octopus Card [serial number \_\_\_\_\_] ( ).

The reload amount for AAVS shall be HK\$250 each time.

1. Whenever the remaining value of my designated Octopus Card ("Octopus") is insufficient to settle an intended payment, HK\$250 will be automatically added to the Octopus and charged to my BOC Credit Card to be issued under this application. 2. If I apply for only one BOC Credit Card, the account to be linked with the AAVS ("AAVS Account") shall be the one of more prestigious type. 3. Each Octopus card may be reloaded automatically each day. 4. To change the AAVS Account from one bank to another, or to reactivate the AAVS after suspension, Octopus Card Ltd ("OCL") will charge a non-refundable handling fee of HK\$20. Payment of such fee(s) will not be eligible for any gift point and will be charged to the AAVS account. 5. Application processing will take about one to two week(s).

## NOTICE

- Main Card applicant must be aged 18 years old or above. Additional card applicant must be aged 16 years old or above.
- Annual Income of SOGO VISA Platinum Card is HK\$150,000.
- Annual fee of SOGO VISA Platinum Card is HK\$800; whereas for each additional card is HK\$600.
- Documents submission (including this application form) must not be used.
- Should the applicant be a current BOC Main Card cardholder, his/her credit history and existing credit limit will be taken into consideration in the final approval and credit judgment. The credit limit should be shared among all HKD credit cards and BOC CUP Dual Currency Credit Card.
- BOC Credit Card (International) Limited (The Company) will make the final decision on either to decline or approve your application, credit limit and related interest rate. SOGO Hong Kong Co., Ltd. (SOGO Hong Kong) will not participate in the approval process.
- The company reserves the right to adjust the interest rate at any time.
- Please return the original copy of this application form together with the required supporting document by mail or pass to any Bank of China (Hong Kong) branches.

To avoid processing delay of your application, please enclose copy of the following documents:

- HK Identity Card of Main and Additional Card (if applicable) applicant (s) in A4 size, with enlarged image & in light colour. If you are not a Hong Kong Permanent Identity Card cardholder, please provide passport copy.
- Current 3-month English residential address proof, e.g. electricity bill, rates demand note, bank statement (if permanent address is different from the current residential address, please provide additional permanent address proof).
- If Additional Cards residential address is different from the Main Card, please provide Additional Card applicant's residential address proof (if permanent address is different from the current residential address, please provide additional permanent address proof).
- Bank statement/passbook showing your name, account number and the latest 2 months' salary or the latest month salary proof or the latest Tax Demand Note.
- Latest 2 months' bank deposit documents and other asset proof for non-working applicant.
- Business Registration Certificate and the latest tax return for sole proprietor or a partner in a business.

Additional document(s) may be required for approval of the application.

## YOUR SIGNATURE

I/We declare that the above information is true and complete and hereby authorize BOC Credit Card (International) Ltd ("the Company") to contact my/our employers, financial and credit institutions or any other credit or information source for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my/our application is approved, for the operation of my/our account(s). I/We further authorize the Company to disclose any information regarding me/us and/or this application and/or my/our account(s) with the Company confidentiality 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 Card. I/We agree and understand that the data held by the Company relating to me/us may be transferred to places (including places outside Hong Kong) at any time and from time to time where the Company deems necessary. I/We hereby solemnly and sincerely declare that (i) I/We have not held any credit card that was cancelled by the issuer due to my/our default in payment; (ii) I/We do not have any overdue payment exceeding 30 days in respect of any of my/our indebtedness (including without limitation credit card, mortgage, personal loan and other financial arrangements); (iii) I/We 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 (iv) I/We have carefully and conscientiously considered the status of my/our assets and liabilities. We have no intention to petition for my/our own bankruptcy or for any similar order, or propose to enter into with my/our creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I/We see any reason why I/We should do so. I/We have carefully read and fully understand the "Important Terms and Conditions of BOC Credit Card", the attached Data Policy Notice (or such other documents) 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), the terms and conditions relating to Balance Transfer, Cash Before Card Service, Monthly Credit Limit for Additional Card and Installment Programs respectively and agree to be bound by them if applicable. Main Card applicant confirms and agrees to be bound by the terms of this application and the AAVS Agreement in relation to the use of the AAVS. Main card applicant acknowledges and agrees that upon the approval of the Automatic Add Value Service, main card applicant personal data provided in this application will be associated with main card applicant Octopus. By signing this application form, main card applicant agrees that main card applicant has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement. As an AAVS Account holder, Main Card applicant also agrees to be liable for all fees and charges payable to OCL in relation to the AAVS. Main Card applicant authorizes the Company to pay OCL in accordance with such instructions as it may receive from OCL from time to time and undertakes to reimburse the Company in accordance with the BOC Credit Card User Agreement.

Signature of Main Card applicant \_\_\_\_\_ Date \_\_\_\_\_

(Please do not alter)

X

Signature of Additional Card applicant \_\_\_\_\_ Date \_\_\_\_\_

(Please do not alter)

X

IV \_\_\_\_\_ A.No.: \_\_\_\_\_

# Successful new card applicants

can enjoy the below exclusive welcome offer



HK\$200 SOGO Gift Certificate



## Kikura Disco Light Speaker

- Inbuilt speakers
- Continuously disco-color-changing light balls
- Two 3.5mm jacks for audio input and audio output
- Volume Changing Knob
- Light Balls On-Off Switch
- Adaptor: DC 6V
- One year carry-in-warranty
- Dimensions : 190(W) X 255(H) X 75(L) mm

OR



## Up to HK\$60,000 Interest –Free Cash Installment Loan

- Up to HK\$60,000 or 60% of available credit limit (whichever is lower).
- No spending requirement, repayment by up to 6 monthly installments.
- Enjoy financial flexibility with interest and handling fee waived.



## Panner Tower Fan

- 3-Speed setting
- Oscillation 70°
- Silent operation & powerful wind strength
- 2-Hour-Switch-Off Timer
- One year carry-in-warranty
- Dimensions : 135(W) X 840(H) X 140(D) mm (round base diameter: 240mm)

Promotion Period : from now until 31 December 2010

Terms and Conditions of Welcome Offer for SOGO VISA Platinum Card:

1. The promotion period runs from now until 31 December 2010. Only applicant whose application is approved within the promotion period will be eligible for the welcome offer. 2. There is no spending requirement for the SOGO VISA Platinum Card applicant who selects "Cash Installment Loan" (the "Loan") as the welcome offer. The maximum Loan amount cannot exceed HK\$60,000 or 60% of the available credit limit of the relevant card accounts (whichever is lower) whereas the minimum Loan amount is set at HK\$3,000. The Loan shall be repaid by 6 equal monthly installments. BOC Credit Card (International) Limited (the "Company") has the right to make the final decision on the approved loan amount. Details of the Loan including, but not limited to, the approved amount, the loan tenor and the repayment period will be specified in a loan approval notification letter. Application for the Loan shall be subject to the "Terms and Conditions of Installment Program". Any amount debited to the account in connection with the Loan shall not be counted towards the award of "Gift Points" or the "Cash Rebate" program. If no payment or payment of less than the outstanding balance of the relevant account is received by the Company on or before the payment due date, fees and charges at a rate as set out in the Fees Schedule shall be charged. Please refer to the Card User Agreement, Terms and Conditions of Installment Program and the Fees Schedule for details. 3. Successful SOGO VISA Platinum Card applicant, who selects "HK\$200 SOGO Gift Certificate" or "Kikura Disco Light Speaker" or "Panner Tower Fan" as welcome offer, is required to accumulate retail spending/cash advance/Cash Before Card/posted amount of installment program ("Spending") of up to HK\$2,000 or more in the first two months of card issuance to be eligible for the welcome offer (online Bill Payment, Octopus Automatic Add Value Service, and such other transaction types as may be designated by the Company from time to time are excluded). 4. Each main card applicant successfully apply for an additional card simultaneously within the promotion period, and each additional card applicant who has accumulated Spending of up to HK\$2,000 within the first two months of card issuance, can enjoy "HK\$100 Free Spending Credit"(online Bill Payment, Octopus Automatic Add Value Service, and such other transaction types as may be designated by the Company from time to time are excluded). Maximum 9 additional cards can be applied for by each main card applicant. (Each card applicant can enjoy maximum HK\$900 Free Spending Credit) 5. Applicants who are existing main cardholders of BOC Credit Card and/or BOC CUP Dual Currency Credit Card (Additional Card, Business Card, Corporate Card, Purchasing Card, Intown Virtual Card, BOC Great Wall International Credit Card, US Dollar Card, Credit Card issued in Macau SAR, Private Label Card and BOC Express Cash Revolving Credit are all excluded), or have cancelled the above card or were once holders of the above card on or after 1 January 2010 will not be eligible for the welcome offer for main cardholder upon approval of application. 6. If the additional card applicant is currently holding a BOC Credit Card and/or BOC CUP Dual Currency Credit Card (either in the capacity as a main or additional cardholder), or has heretofore cancelled any such card or once held any such card on or after 1 January 2010, the main cardholder will not be eligible for the additional card welcome offer upon approval of the additional card application. 7. The redemption letter or HK\$100 Free Spending Credit will be sent to the main cardholder or credited to the main cardholders' accounts within 4 to 6 weeks after all spending requirements (if applicable) are fulfilled. The status of the credit card account must be normal, valid and in good credit condition. 8. The selected gift once confirmed can neither be altered nor exchanged for cash or other gifts. If applicants have not specified their gift preference or have selected more than one gift, the Company will make the final decision on their behalf. 9. All gifts are available while stocks last. The Company reserves the right to offer an alternative gift of equivalent or approximate value in case of shortage. 10. If a cardholder has made multiple redemptions or the relevant transaction for fulfillment of the spending requirement has been cancelled for whatever reason, the Company reserves the right to debit the cost of the welcome offer and a handling fee of maximum HK\$300 against the cardholder's account without prior notice. The cost of "HK\$200 SOGO Gift Certificate" is HK\$200; "Kikura Disco Light Speaker" is HK\$399; "Panner Tower Fan" is HK\$399. 11. If a new cardholder cancels the main credit card account within 12 months after card issuance, the Company will debit an administration fee which is equivalent to the annual fee of the relevant credit card against his/her credit card account without prior notice. 12. Should two or more BOC credit cards be approved and issued to the same cardholder within the promotion period, the cardholder will be entitled to one gift only and the gift will be that for the highest tier of credit card approved and issued (the credit card tier in descending order is Platinum Card, Titanium Card, Gold Card and Classic Card). If the credit cards are not applied at the same time, the gift for the credit card first approved will be offered. 13. The Company accepts no liability for the quality of or any other matters relating to the gifts. The vendors are solely responsible for all the obligations and liabilities relating to the gifts. 14. The Company reserves the right to change, suspend or terminate the welcome offers or amend their terms and conditions at its sole discretion without prior notice. 15. All matters and disputes are subject to the final decision of the Company. 16. The English version of these terms and conditions shall prevail should there be any discrepancy or inconsistency between the English and the Chinese versions.

## TERMS & CONDITIONS OF CASH BEFORE CARD SERVICE

1. The 9.8% p.a. interest rate for the first 6 months (the annualized percentage rate at 10.79%) is applicable only to a applicant who simultaneously applies for SOGO Visa Platinum Card and Cash Before Card Service during the promotion period. Starting from the 7th monthly statement onwards the regular interest rate of 28% p.a. will apply (the annualized percentage rate at 31.24%). The annualized percentage rate is calculated using Net Present Value Method in accordance with the Code of Banking Practice.
2. The maximum deposit amount on Cash Before Card Service is subject to the available cash advance limit of a BOC Credit Card, and the minimum amount is HK\$1,000.
3. Cash Before Card Service shall be regarded as cash advance transaction, accordingly a handling fee of 3% of the transaction amount plus HK\$20 for each transaction will be charged.
4. The Company reserves the right to reject at its discretion any Cash Before Card Service application without assigning any reason.
5. Once the Cash Before Card Service application is approved, request for cancellation of a Cash Before Card Service will not be entertained.
6. The receiving Bank may charge service fee. Please refer to the receiving bank for details.

## TERMS & CONDITIONS OF BALANCE TRANSFER

1. The 9.8% p.a. interest rate for the first 6 months (the annualized percentage rate at 9.85%) is applicable only to a applicant who simultaneously applies for SOGO Visa Platinum Card and Balance Transfer during the promotion period. Starting from the 7th monthly statement onwards the regular interest rate of 28% p.a. will apply (the annualized percentage rate at 30.18%). The annualized percentage rate is calculated using Net Present Value Method in accordance with the Code of Banking Practice.
2. The minimum total amount transferred should be HK\$3,000 and the maximum is the available cash advance limit of the card account less the amount approved for the Cash Before Card Service (if the applicant has applied for Cash Before Card Service)(round up to the nearest dollar).
3. A handling fee of 1% of the balance transfer amount will be applied for each transaction. From now on, BOC Credit Card cardholders can enjoy 50% discount off "Balance Transfer" handling fee, which is assessed at 0.5% of the transfer amount after discount. If the partial payment is made with interest debited to the account in the preceding statement cycle, the entire "Balance Transfer" handling fee will be waived. This promotion is not available to cardholders of US Dollar Card, Purchasing Card, Prepaid Card, Private Label Card and BOC Express Cash Revolving Credit.
4. The account(s) from which balance will be transferred shall be under the applicant's sole name.
5. Once the "Balance Transfer" application is approved, request for cancellation of a Balance Transfer application will not be entertained. Prior to receipt of a letter confirming the approval of a balance transfer application, applicant has the sole responsibility for making timely payments due to any recipient companies of such transfers. The Company accepts no responsibility or liability for any overdue payment or any interest penalty arising therefrom.
6. If the cardholder's available cash advance limit is not sufficient to cover the total transfer amount requested, the Company will approve the Balance Transfer applications in the order of the recipient accounts as stated in the application form, and/or partially of any requested transfer amount without prior notice.
7. Balance Transfer cannot be utilized in respect of any other BOC/BOC CUP Dual Currency Credit Card/U-pointly/ notBOC BO-co-branded/Intown Virtual Credit Card/ BOC Great Wall International Credit Card/US Dollar Card/Business Card/Purchasing Card/Private Label Card/Cards issued in Macao or BOC Express Cash Revolving Credit.
8. The Company reserves the right to approve a Balance Transfer application at its sole discretion without assigning any reason.
9. The transfer amount will not be awarded any Gift Points.

## TERMS AND CONDITIONS OF INSTALMENT PROGRAMS

**These Terms and Conditions shall be applicable to Instalment Programs approved on or after 5th October 2009.**

1. **Instalment Programs** - Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the following programs offered by the Company:(a) Credit Card Cash Instalment Loan ("Cash Instalment Program"); or (b) Statement Instalment ("Statement Instalment Program") (the Cash Instalment Program and the Statement Instalment Program are collectively referred to as the "Instalment Programs") unless such card account has been excluded from the Instalment Programs by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement. **2. Application** - 2.1 The Company may in its absolute discretion approve or reject any application for the Instalment Programs without giving any reason. 2.2 For the Statement Instalment Program, the Applicant is advised to make enquiry with the Company prior to effecting any transaction which is intended to be repaid by instalments in accordance with the Statement Instalment Program. 2.3 The Company will by written notice inform the Applicant whether the application for the Instalment Programs is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant 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 Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation. 2.4 (a) For the Cash Instalment Program, the cash instalment loan amount ("Cash Instalment Amount") shall be for a minimum amount from time to time specified in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact Cash Instalment Amount and the Applicant hereby irrevocably agrees to borrow the Cash Instalment Amount notwithstanding that the Cash Instalment Amount approved by the Company is lower than that applied for. (b) For the Statement Instalment Program, the aggregate statement instalment amount ("Statement Instalment Amount") shall be for a minimum amount from time to time specified in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. **3. Approval** - After approval of the following application(s) for the Cash Instalment Program, the Company will within reasonable time advance the Cash Instalment Amount to the Applicant in such manner as accepted by the Company. The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Instalment Amount and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Instalment Amount. (b) For the Statement Instalment Program, the Applicant shall on the subsequent Due Date pay the relevant amount after deducting the Statement Instalment Amount. **4. Upfront Administration Fee and Monthly Handling Fee** 4.1 Upfront Administration Fee (if any) in relation to the Instalment Programs (Upfront Administration Fee) will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation. 4.2 Monthly Handling Fee (if any) in relation to the Instalment Programs ("Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation. **5. Repayment** - 5.1 The Cash Instalment Amount or the Statement Instalment Amount and Monthly Handling Fee (if any) shall be repaid by equal monthly instalments (the "Monthly Instalments") and each a "Monthly Instalment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent. 5.2 The Company is hereby authorized to apportion the Monthly Instalments between the Cash Instalment Amount or the Statement Instalment Amount and Monthly Handling Fee (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Monthly Handling Fee the Applicant would have paid. 5.3 The first Monthly Instalment and Upfront Administration Fee (if any) shall be debited to the Account on the next working day of, where appropriate, the advancement date of the Cash Instalment Amount or the date when the Statement Instalment Program has been approved. Each subsequent Monthly Instalment shall be debited on the corresponding date of the subsequent calendar month 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 there is no working day of the Company, the same shall be debited on the first working day of the following month. If there is not a working day of the Company, the same shall be debited on the first working day of the following month. If there is not a working day of the Company, the same shall be debited on the first working day of the following month. If there is not a working day of the Company, the same shall be debited on the first working day of the following month. **6. Credit limit** - Where appropriate, upon: (a) the advancement of the Cash Instalment Amount; or (b) after the approval of the Statement Instalment Program, the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Instalment Amount or the Statement Instalment Amount and shall be increased when the Monthly Instalments has been repaid to the Account. **7. Early repayment and refund** - 7.1 The Applicant may by written notice apply for early repayment of the Instalment Programs in full but not in part. Upon approval of such application, the Company shall debit all outstanding Monthly Instalments, the Upfront Administration Fee (if any) (if not yet debited), together with an early repayment administration fee from time to time determine and communicate to the Applicant ("Early Repayment Administration Fee") to the Account. 7.2 For the Statement Instalment Program, if there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded. **8. Termination of the Instalment Programs** - Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments and the Upfront Administration Fee (if any), together with the Early Repayment Administration Fee and any charges to the Account at any time without prior notice to the Applicant. **9. Authorization** - The Applicant hereby irrevocably authorizes the Company to debit all Monthly Instalments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule, where appropriate. **10. Charges and fees** - All Monthly Instalments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Instalment Program as cash advance transaction made by the Applicant, and for the Statement Instalment Program as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charge and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. Interest, finance charges or other fees may be chargeable in respect of the Instalment Programs and the annualized percentage rate thereof computed in accordance with the directions given by the Hong Kong Monetary Authority will be shown in the relevant promotional materials and/or the application form. **11. Miscellaneous** - 11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Instalment Programs are true and accurate and undertakes to notify the Company of any change to those information and/or documents. 11.2 The Company has absolute discretion to determine any matter in connection with the Instalment Programs and any such determination shall be final and binding on the Applicant (save and except as set out here). 11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Instalment Programs any commission, rebate, benefit and/or other advantage arising out of or in connection with the Instalment Programs. 11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Instalment Programs. 11.5 The Company may by 30 days' prior written notice to the Applicant alter these terms and conditions. 11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.

## Terms of Application for Octopus AAVS Service by BOC Credit Card

1. Definitions of "AAVS Account", "AAVS Account Holder" and "Octopus Card Holder" and this application; - For the purpose of the Octopus Automatic Add Value Service Agreement ("AAVS Agreement") and this application; - "AAVS Account" means the credit card account and the credit card account to be issued under this application or such other credit card account notified to Octopus Card Limited ("OCL") by BOC Credit Card (International) Ltd (the "Card Company") or by the AAVS Account Holder from time to time; "AAVS Account Holder" means the account holder of AAVS Account; "Octopus Card Holder" means the person who applies for himself/ herself the AAVS by means of this application.
2. Eligibility - (a) If the applicant is a BOC credit card holder or an applicant of BOC credit card and aged 18 or above, the applicant may apply for AAVS to be linked to an Octopus Card belonging to him/her. A person may register for AAVS for a maximum of 3 Octopus Card through different financial institutions. (b) To be eligible for application of AAVS, the applicant shall hold a valid Octopus Card. All value added through the AAVS to an Octopus Card will be debited to the AAVS Account.
3. Application for AAVS - (a) The Applicant shall fill in the 8 or 9 digits serial number of his/her Octopus Card. Once his/her application is approved by OCL, the Octopus Card will be registered under the applicant's name and linked to the AAVS Account. Approval notification will be sent to the applicant by mail. If the AAVS function has not yet been activated, the applicant is required to activate the AAVS function at the designated centre. (b) All registered Octopus Card with the AAVS shall not be given or used by any person other than the registered holder. (c) For an applicant who owns a Personalized Octopus Card with his/her student status recorded on it, the said applicant may apply for AAVS by this application. To apply for a Personalized Octopus Card with a student status, the applicant should apply for such Personalized Octopus Card through his/her school or a Customer Service Centre of the respective Service Provider, which offers the student status (such as the customer service centres of MTR at designated stations). (d) OCL reserves the right to reject at its sole and absolute discretion any first-time application for AAVS.
4. Fee - (a) Application fee will be waived for first-time AAVS applicant. A non-refundable handling fee of HK\$20 will be charged for application for AAVS to be linked to an Octopus Card with AAVS activated or having been activated and OCL will be charged as application for transfer of the AAVS Account from one financial institution to another, or for reactivation of AAVS following suspension or cancellation. Such fee(s) will be debited to the AAVS Account. (b) As an AAVS Account Holder, the applicant agree to pay OCL all costs/fees associated with this application for AAVS.
5. Terms/Conditions for the Issue of Octopus and the Octopus Automatic Add Value Service (AAVS) Agreement - The Applicant agrees that the use of Octopus and the AAVS are subject to the Terms/Conditions of Issue of Octopus (the "Conditions of Issue"), the AAVS Agreement published by OCL (as amended from time to time), and these terms of application (the "Terms") and shall be bound by them. If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, the latter Terms shall prevail. We reserve the right to release your application without assigning any reason thereof. A copy of the Conditions of Issue of Octopus can be obtained from OCL or downloaded from its website at www.octopus.com.hk.
6. Octopus Card Loss - The applicant agrees that if the applicant loses the Octopus Card linked with AAVS, the applicant shall report such loss to OCL immediately by calling the Octopus Card Lost-card Hotline (2266 2266). The applicant as the AAVS Account Holder shall be liable for the aggregate value added to the lost Octopus Card by the AAVS within 6 hours of the loss report, but such liability shall be limited to the daily maximum automatic add value amount as stipulated by OCL from time to time.
7. Credit Card Loss - The applicant agrees that if the applicant loses the BOC Credit Card, the applicant shall report such loss to the BOC Credit Card 24-Hour Lost Card Hotline: 2544 2222. The Card Company will issue a new credit card to the applicant and the AAVS will be transferred to the new card accordingly.
8. Personal Data - It is necessary for the applicant to provide his/her personal data to OCL in connection with the opening of an AAVS account. If any applicant fails to provide any information required in this application, OCL may not be able to make available the AAVS for his/her use. The applicant agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.
9. English Version Prevails - In case of any discrepancy between the English and the Chinese versions of this Terms of Application, the English version shall prevail.

## IMPORTANT TERMS AND CONDITIONS OF BOC CREDIT CARD

1. Approval of this credit card application and the issue of the credit card ("Card") and/or the virtual card ("Virtual Card") to you are subject to our satisfactory verification of the data stated in your application form and the documents supplied by you in support thereof and our credit policy from time to time. We reserve the right to release your application without assigning any reason thereof.
2. A Virtual Card will be issued only in the form of a credit card account number and without any physical card.
3. You agree to be bound by the terms and conditions of the BOC Credit Card (International) Limited Credit Card User Agreement and/or the BOC Credit Card (International) Limited Virtual Card User Agreement (the "User Agreements"). Copies of these User Agreements are available at our principal place of business or on our web site at www.boci.com.hk.
4. Immediately upon receipt of the Card and/or being notified of the issue of the Virtual Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card and/or the Virtual Card according to our instructions. Your signature on the Card, or use or activation of the Card and/or the Virtual Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreements.
5. All applicable fees, charges and interest payable in respect of the issue and use of the Card and/or the Virtual Card are set out in the Fees Schedule referred to in the User Agreements. A copy of the Fees Schedule is available at our principal place of business or on our web site at www.boci.com.hk.
6. 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, except where there is no New Transaction since the last statement. 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.
7. You acknowledge and agree that if you shall make no payment or payment of less than the current balance on or before the due date, interest shall be charged on (i) the unpaid balance from the date of the Statement, and (ii) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the Statement, or at any time before that last transaction which has not been debited to your account and shown in the Statement) from the date of that new transaction, and if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions. Where additional card(s) is/are issued, we may treat any or all fees, charges and/or interests arising out of the use of any additional card as though the same were incurred by the main cardholder to all intents and purposes.
8. 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. Where additional card(s) is/are issued to you, payment made by a main cardholder 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. Although an additional cardholder is only liable for transactions effected through his/her own additional card, such additional cardholder may (at his/her option) settle the amounts due from the main cardholder and/or other additional cardholder(s) by payments made by an additional cardholder in excess of the amounts then due from his/her use, shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the main cardholder and/or other additional cardholders, in such order and priority as we may from time to time determine.
9. You acknowledge that the Card and/or the Virtual Card are our properties. You agree to take all necessary measures to keep the Card and/or the Virtual Card safely under your personal control and the personal identification number ("PIN") secret and to use the Card and/or the Virtual Card in accordance with the procedures, instructions and security guidelines from time to time prescribed by us to prevent fraud.
10. 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, the Virtual Card and/or PIN and/or suspected unauthorized use of the Card and/or the Virtual Card or any counterfeit card.
11. Notwithstanding anything contained in the User Agreements regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
12. You agree to examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
13. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and/or the Virtual Card and to report loss, theft and/or unauthorized or suspected unauthorized use of the Card and/or the Virtual Card as soon as practicable) in handling the Card and/or the Virtual Card, your liability for loss, theft and/or unauthorized use of the Card and/or the Virtual Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
14. 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 and/or the Virtual 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 and/or the Virtual Card, or if the unauthorized use of the Card and/or the Virtual 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.
15. Where additional card(s) is/are issued to you, a main cardholder shall (jointly and severally with the additional cardholders) be liable to us for any and all transactions effected and/or liabilities incurred by the additional cardholders and/or through the use of the additional cards whereas an additional cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional cardholder through the use of the additional card.
16. You irrevocably authorize us at any time and from time to time by combine and set off all or any of your accounts with us without prior notice.
17. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Citiyu Banking Corporation Limited to debit your account with us the credit balance due to us (whether held singly or jointly with you) and/or other, and/or not such amount is matured or due and payable) for the satisfaction of your liability to us without prior notice upon our request.

18. 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 against 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.
19. We may (in our discretion) from time to time change any of the terms and conditions of the User Agreements 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 Agreements if you do not accept our proposed change.
20. Where 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 "Conditions for Services" and "General Information") which may govern any other services provided through the Card.
21. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or the Virtual Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card and/or the Virtual Card. Upon cancellation or termination, you must unconditionally and immediately cease using the Card and/or the Virtual Card for any purpose.
22. 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 Agreements, the User Agreements shall prevail.

Interest rate of HKD Credit Card for retail spending and cash advance are 28% p.a. (APR is 29.97%) and 28% p.a. (APR is 31.86%) respectively. If a cardholder has not made any payment or has made payment less than the Minimum Payment on or before the relevant Due Date on two or more occasions in 6 consecutive monthly statements, the Company will charge Overdue Interest Rate at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in the cardholder's credit card account from the day following the 7th Statement Date, and the interest will be reflected on the 8th statement onwards. All preferential interest rates applicable to the cardholders credit card account will be suspended until such time as the Overdue Interest Rate ceases to apply.



BOC Credit Card (International) Limited is a subsidiary of Bank of China Hong Kong Limited.

# 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.