

BOC Express Cash Revolving Credit

The Most Versatile Balance Transfer Program Application Form

CRC 80

SZ 2007/E33 SC: 710

Recommended Branch/Dept. No.: _____
 Staff No.: _____
 CIN information: ☐ Without SP / ☐ 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.

WELCOME GIFT

The Annual Interest Rate for The First 3 Months is 5% + Perpetual Annual Fee Waiver (6002)

Please refer to relevant Terms & Conditions for details.

PERSONAL DATA

Name			
(Surname)		(Given Name)	
Chinese Name		Previous Name / Other Name (If applicable) (Please provide proof)	
Nationality		ID Card No. (Please enclose copy)	
Marital Status <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	
Hong Kong Residential Address in English (P.O. Box will not be accepted) Room/Flat Floor Block _____ Name of Building/Estate _____ No. & Name of Street _____ District _____ <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 _____			
(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)			
Accommodation <input type="checkbox"/> Private Property (No Mortgage) ² <input type="checkbox"/> Rented ⁶ <input type="checkbox"/> Home Ownership Scheme Housing (Mortgaged) ³ Total Monthly Installment / Rental : <input type="checkbox"/> Individual <input type="checkbox"/> Joint HK\$ _____ <hr style="border-top: 1px dashed black;"/> <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 _____ <input type="checkbox"/> Secondary 03 <input type="checkbox"/> Primary 04			
JOB INFORMATION			
Company Name			
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.	Monthly Salary (HK\$)
Nature of Business	Position	Years of Service Month(s) Year(s)

BALANCE TRANSFER SERVICE INFORMATION

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

	Transfer Balance Account No.	Name of Financial Institution	Transfer Amount (HK\$)
1			
2			
3			
4			
5			
6			
Total Transfer Amount (HK\$) :			

Please enclose a copy of the credit card or revolving loan/personal loan/ personal overdraft account(s) supporting document with your name and account number or the latest statement(s) of the account(s) from which the balance will be transferred. The minimum loan amount is HK\$10,000. The minimum transfer amount is HK\$1,000. Should the balance be transferred to a revolving loan / personal loan / personal overdraft account(s), please provide cheque "payee name" on the enclosed copy bank statement(s).
I understand The Most Versatile Balance Transfer Program is a cash advance transaction and agree to be bound by the Terms & Conditions of "Balance Transfer Service" printed on this form, subject to a handling fee of 2% of the transaction amount plus a HK\$20 charge. **Customers are entitled to the handling fee waiver for the first time balance transfer service.**

For Card Centre Use Only FCCID: ENBT0804

OTHER INSTRUCTIONS

Please Send Statement to : ☐ Home (Hong Kong Address) ☐ Office
ATM Screen Language in : ☐ Chinese 1 ☐ English 2
The Address selected above will be used as your correspondence address in the event your application is approved.

Card Collection Instructions:

☐ Bank of China (HK) Ltd. (Please "✓" one of the following branch. Card Centre will designate a branch for card collection if there is no appointed venue.)

Hong Kong Island:

Branch Name	No.
Central District Branch	349
Kennedy Town Branch	560
409 Hennessy Road Branch	611
Bank of China Tower Branch	875
Central District (Wing On House) Branch	916
Jardine's Bazaar Branch	932
Heng Fa Chuen Branch	390
Wan Tsui Road Branch	594
Aberdeen Branch	706
King's Road Branch	737
North Point (Kin Fai Mansion) Branch	777
Kam Wa Street Branch	882
Taiho Shing Branch	888

Kowloon:

Branch Name	No.
Wong Tai Sin Branch	567
San Po Kong (Wing Lok Building) Branch	779
Choi Hung Branch	738
Diamond Hill Branch	813
Whampoa Garden Branch	890
To Kwa Wan Branch	918
194 Cheung Sha Wan Road Branch	352
Sham Shui Po Branch	552
Festival Walk Branch	816
Kowloon Plaza Branch	898
Castle Peak Road (Cheung Sha Wan) Branch	923
Mei Foo Mount Sterling Mall Branch	566
Kwun Tong Plaza Branch	601
177 Ngau Tau Kok Road Branch	651
Kowloon Bay Branch	745
Yau Tong Branch	785
Lam Tin Branch	815
Prince Edward Branch	351
Humpluey's Avenue Branch	394
Mong Kok Branch	586
Yau Ma Tei Branch	878

New Territories:

Branch Name	No.
On Chee Road Branch	571
Tai Po Branch	591
74 Tai Wai Road Branch	608
New Town Plaza Branch	695
City One Sha Tin Branch	565
Ma On Shan Plaza Branch	805
HKUST Branch	896
Hau Tak Estate Branch	744
Tsuen Wan Branch	355
Kwai Cheong Road Branch	802
Metroplaza Branch	742
Maritime Square Branch	830
Kau Yuk Road Branch	573
Luen Wo Market Branch	616
Sheung Shui Centre Branch	807
Tuen Mun Town Plaza Branch	889

☐ Nanyang Commercial Bank Ltd. ☐ Chiyu Banking Corporation Ltd. Branch (Please filled in by Branch Staff)

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 / spouse 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	Dept. 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.

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 have not held any credit card that was cancelled by the issuer due to my default in payment; (ii) I do not have any overdue payment exceeding 30 days in respect of any Indebtedness (including without limitation credit card, mortgaged, personal loan and other financial arrangement); and (iii)(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 the Company to check my credit information for the collection of such information for one or more than one time where the Company deems necessary. I may ask for such information from TransUnion Limited by my own (Tel: 2577 1816).

I have carefully read, fully understand and agree to be bound by the Important Terms and Conditions of BOC Express Cash Card User Agreement printed on this application form and the enclosed 'Data Policy Notice' and understand that the Company has the absolute right to refuse my application without any reason.

Signature of applicant (Please do not alter)	Date
I.V.	A.No.:

FOR CARD CENTRE USE ONLY

I	V	M	NC	OV:
CR	AP2/3	A1	A2	R AD1/2
		DT	DT	X/O
Fm	UCL	PCT	L	
M3	VIP	CMS	PV A / B / C / D / E / F	PD: P/F(O)
EXC:Y/N	BC:	ML:	ET1	

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 copy of passport if not Hong Kong Identity Cardholder
- ☐ Latest 3 months' residential address proof, 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
- ☐ Copy of bank statement(s) with your name and account number of the account(s) from which the balance will be transferred.
- ☐ Business Registration Certificate and the latest company tax return (for sole proprietor or a partner in a business)

BOC Credit Card (International) Limited may request additional documents in the course of processing your application.

GENERAL TERMS AND CONDITION

1. Preferential Interest Rate
 - The preferential interest rate is 5% (Annualized Percentage Rate ["APR"]: 5.86%) during the first three months. From the 4th month of account open, the personalized base rate as low as 8.8% (APR : 9.93%) will be subject to the customer's credit report. Customers can be entitled to the APR as low as 8.81% for the first year. BOC Credit Card (International) Limited ("The Company") will notify the customers after approval of the loan application. The Company reserves the right to revise the privileged interest rate from time to time. APRs follow strictly the guidelines of the HKMA.
 - The Company may refer to the customer's credit record with a credit agency and at the same time reserves its exclusive right to decline any application without assigning any reason.
2. Customers have to settle the minimum payment as shown in the monthly statement, i.e. 3% of outstanding balance or HK\$40 whichever is higher.
3. The whole loan amount must transfer to your designated credit card / revolving loan / personal loan or personal overdraft account upon loan approval.
4. Express Approval Hotline service hours from Monday to Saturday; 9:00am to 7:00pm. The Company may refer to the applicant's credit report and at the same time reserves its exclusive right to decline any application without assigning any reason.
5. If apply by short message service (SMS), customers are simply required to input (i) Chinese or English Name (e.g. 李易達 or Lee Yee Tat) and (ii) contact telephone number. The Company will arrange for follow-up call as soon as possible after receiving the SMS(except public holidays). Individual telecommunication service provider will charge a fee for the SMS according to its tariff plan.
6. A cash advance-handling fee of 2% of the withdrawn amount plus a HK\$20 charge will apply for each cash withdrawal. This charge scale is also applicable to "Cash Before Card", "Balance Transfer", "Online Payment" and "JET Payment" services.
7. To use Jet transfer, customers have to enter an ATM PIN.
8. Customers have to provide an e-mail address and register with the "BOC Credit Card Online Service" in order to access the online statement service.
9. "Designated expenses" include payments of government charges, insurance, mobile phone service and educational fees. Settlement of bank/credit card charges, financial institution, or securities company charges are all excluded.

OTHERS

1. The Company reserves its exclusive right to request additional documentary proof from the applicant for approval process if necessary.
2. If customers have missed any payment or made payment of less than the Minimum Payment due on or prior to the due date for two or more statement cycles within any 6 consecutive statement months, the Company will charge an additional interest rate of 4% p.a. over and above the annualized interest rate on the outstanding balance of your account, i.e. 'Overdue Interest Rate'. Please refer to the BOC Credit Card (International) Ltd Card User Circular for details relating to the 'Overdue Interest Rate' terms.
3. The Company reserves the right to add/amend the Offer terms and conditions at any time without prior notice.

NOTICE

1. An applicant must be a Hong Kong permanent resident aged 18 or above and earning a monthly salary of HK\$6,000 or above.
2. If applicant is currently the holder of a BOC credit card/U-point card/ y not card/ any co brand card issued by the Company/ BOC Express Cash Card/ BOC RMB Card, the Company may use the applicant's credit information or existing credit limit for reference.
3. The Company has its sole discretion on the credit limit and interest rate. Where the applicant for The Most Versatile Balance Transfer Program cannot meet the credit approval requirements, the application will still be processed with an adjusted monthly flat rate and corresponding Annualized Percentage Rate, or other suitable credit facility plan may be offered. The customer has an option to accept the credit facility.

4. The Company will by written notice and/or verbally inform the customer whether the application is approved or rejected and in no event shall the Company be responsible for any loss or liability which the customer may suffer or incur as a result of any such application being rejected.
5. The Company has its absolute discretion right on the final decision of loan approval amount and relevant terms and conditions, cash will be instantly disbursed into an applicant's designated bank savings/current account upon loan approval. The successful applicant hereby irrevocably agrees to the terms and conditions as stated in the loan confirmation letter, notwithstanding that the amount and the applicable interest rate of the Loan approved by the Company is different from that originally applied for.

TERMS & CONDITIONS OF BALANCE TRANSFER SERVICE

1. The minimum 'transfer amount' should be HK\$1,000 (round up to the nearest dollar) and the maximum dependent on the available limit.
2. A handling fee of 2% of the transaction amount plus HK\$20 will be charged for each Balance Transfer Service.
3. The account(s) from which balance will be transferred should be under the applicant's sole name. Joint account and company account will not be accepted.
4. Approval process for Balance Transfer Service takes about 7 working days (from the receipt date by us of your application). Prior to receipt of an approval letter from the Company, a Balance Transfer applicant is solely responsible for making prompt payments to the beneficiary card issuer or finance institutes to avoid penalty charges. The Company accepts no liability for any overdue payment or any interest/penalty thereof.
5. Balance Transfer from a credit card, include but not limited to BOC Credit Card, Co-branded Credit Card and other BOC Express Cash credit facility, issued by the Company will not be accepted.
6. If a cardholder's available limit is not sufficient to cover the total 'transfer amount', the Company will approve the Balance Transfer application in the order of the beneficiary accounts as stated on the application form, and/or partially of any requested 'transfer amount' without prior notice. Where no 'transfer amount' is specified, the Company will base on the card account's available limit to determine the size of the 'transfer amount', be it a complete or part of the amount requested.
7. The Company reserves the right to approve or decline any 'Balance Transfer' application at its sole discretion. The Company may decline any application without assigning any reason.
8. All approved 'Balance Transfer' applications are irrevocable.
9. A handling fee (maximum HK\$300) will be debited to a cardholder's BOC Express Cash Card account without prior notice if the application is declined due to individual circumstances.
10. Your recipient bank may charge a handling fee for processing the funds being transferred. Please contact your recipient bank for details.

IMPORTANT TERMS AND CONDITIONS OF BOC EXPRESS CASH CARD

1. Approval of this your Express Cash Card application and the issuance of an Express Cash Card ("Card") to you is subject to our satisfactory verification of the data provided in your application and the documents supplied by you and to our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefor.
2. You agree to be bound by the terms and conditions of the BOC Credit Card (International) Ltd "Express Cash Card User Agreement" ("User Agreement"). A copy of the User Agreement is available at our principal place of business or our web site www.boci.com.hk.
3. Immediately upon receipt of the Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card by acknowledging receipt of it or by other means according to our instructions. Your signature on the Card, or use or activation of the Card shall be conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreement.
4. All applicable fees, charges and interest payable in respect of the issue and use of the Card are set out in the Fees Schedule referred to in the User Agreement or notified to you in writing by us. A copy of the Fees Schedule is available at our principal place of business or our web site www.boci.com.hk.
5. You will receive from us a statement of account ("Statement") on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us and the payment due date. You agree to verify the transaction details of the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
6. We shall prescribe and notify you of the privileged interest rate at the time when the Card is issued to you. We reserve the right to revise the privileged interest rate from time to time and will notify you of the same. You acknowledge and agree that interest at the privileged interest rate will be charged on the transaction amount for purchase or cash advance or balance transfer or Cash Before Card Service or payment/fund transfer through "JET Payment" as from the transaction date. Basically, you will enjoy the benefit of this privileged interest rate so long as full payment or not less than the minimum payment of the Statement balance is made on or before the due date. If not, then depending upon your payment pattern an overdue interest rate (as specified in the relevant fees schedule) will apply.
7. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time.
8. You acknowledge that the Card is our property. You agree to take all necessary measures to keep the Card safely under your personal control and the personal identification number ("PIN") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
9. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft and/or unauthorized use of the PIN or suspected unauthorized use of the Card or any counterfeit card.
10. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
11. You agree to examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
12. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and to report loss, theft and/or unauthorized use of the Card as soon as practicable) in handling the Card, your liability for loss, theft and/or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
13. You shall be fully liable for all loss and damages arising out of or in connection with the loss, theft and/or unauthorized use of the Card if you have acted fraudulently or with gross negligence, or have failed to take all necessary precautions to prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
14. You authorize us at any time to instruct or request any bank with which you may have an account to deduct from such account and repay us any amount due from you to us.
15. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice to you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account, and against all legal costs and expenses reasonably incurred by us in enforcing repayment via legal process.
16. We may (at our discretion) from time to time change any of the terms and conditions of the User Agreement and/or the Fees Schedule provided that we shall give you not less than 30 days' notice before any change of the terms and conditions affecting fees and charges and your liabilities or obligations takes effect, unless such changes are beyond our control. You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
17. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card.
18. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreement, the User Agreement shall prevail.

BOC Credit Card (International) Ltd 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
13/F, 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
13/F, Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 2899 2613

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.

October 2007

DPN(V3)07gh 0708-50K

Application Hotline

3711 4888