

DECLARATION OF CREDIT FACILITIES

Do you have any (including all loan applications in processing) Secured Loan Products (except Self-residential Mortgage) under other Banks/Financial Institutions OR Unsecured Loan Products under Financial Institutions (except Banks)?

No Yes (Please fill in the below items if choose "yes")

Total Other Secured Loan Monthly Instalment Amount (HKD) : \$ _____

Total Other Secured Overdraft O/S Amount (HKD) : \$ _____

Total Other Unsecured Loan Monthly Instalment Amount (HKD) : \$ _____

Total Other Unsecured Revolving Credit O/S Amount (HKD) : \$ _____

YOUR SIGNATURE

I/We declare that the above information is true and complete and hereby authorize BOC Credit Card (International) Limited ("the Company") to contact my/our employers, financial and credit reference 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). If I/we are the existing customer(s) of the Company and/or have previously supplied any data to the Company for application purpose, unless I/we provide further updated data in this application form, I/we confirm that all my/our existing records and/or the supplied data are up-to-date. I/We further agrees to notify the Company promptly in writing upon occurrence of any changes to that information, in any event not later than 30 days after such change, and to provide certified copies of any replacement or documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). I/We acknowledges that the Company has the right to rely on the information obtained or that comes to its knowledge from any source it may consider appropriate to update my/our existing information and may require my/our confirmation if necessary. 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 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 Card.

I/We agree and understand that the data held by the Company relating to me/us may be transferred to other 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 arrangement); (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. I/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 attached "Important Terms and Conditions of BOC Credit Card", "Terms and Conditions of Promotional Offers", "BOC Credit Card Key Facts Statement", "Terms and Conditions for opt-out of "Over-the-limit Facility" function", "Data Policy Notice" (or such other document(s) issued under whatever name from time to time by BOC Credit Card (International) Limited and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time)), and agree to be bound by them (if applicable).

I/We understand that the Card Company does not engage with any financial intermediary and the Card Company does not accept any credit card application referred to it by any financial intermediary or third party. I/We also confirm that my credit card application is not a referral by any financial intermediary or third party, nor I/We have provided any personal information to financial intermediary or third party for procuring, negotiating, obtaining or application of this credit card.

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

Electronic Channels Mail Personal Call

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

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

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

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

^ **Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.**

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

(31/12/2019)

NOTICE

1. Applicant must be 18 years of age or older and must be an adviser/board member/employee/Tung Wah Associates/parents of student/tenant/employee of associated organization/donor of Tung Wah Group of Hospitals.
2. Please return the original copy of this application form together with the required supporting documents by mail or pass to any Bank of China (Hong Kong) branches.
3. Documents submitted (including this application form) will not be returned.
4. BOC Credit Card (International) Limited ("The Company") will make the final decision on either to decline or approve any card application, its credit card type, credit limit and related interest rate. Tung Wah Group of Hospitals will not participate in the approval process.
5. 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 UnionPay Dual Currency Credit Cards.
6. Applicant understands the application and approval of the Credit Card are subject to sections 85 of the Banking Ordinance (Cap.155), and the loan amount is determined by the final approval decision of BOCHK.
7. Remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.
8. Please refer to BOC Credit Card (International) Limited Card User Circular.
9. The Company reserves the right to adjust the interest rate at any time.

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

- Please enclose a photocopy of Hong Kong Identity Card of the applicant (in A4 size, with enlarged image & in light colour). If an applicant does not have a Permanent Resident Hong Kong Identity Card, please provide together with a valid passport copy. If the applicant is non-Hong Kong resident, please provide a valid passport copy (if the applicant is a mainland resident, please provide a valid passport copy or an Exit-entry Permit for Travelling to and from Hong Kong and Macau, together with a copy of the Certification of the Place of Permanent Right of Abode).
- Current 3-month 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);
- Proof of a "Tung Wah Group of Hospitals" employee (where the card applicant is an employee of the Tung Wah Group of Hospitals);
- Bank statement/passbook showing your name, account number and the latest 2 months' salary or the latest month's 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 documentary proof may be required by BOCI to process your application.

TERMS & CONDITIONS OF PROMOTIONAL OFFERS

WELCOME OFFERS

1. The promotion period runs from now until 31 December 2019. Only applicants whose BOC Tung Wah Group of Hospitals Credit Card applications are approved within the promotion period will be eligible for the welcome offer.
2. There is no spending requirement for the BOC Tung Wah Group of Hospitals Credit Card applicants who have selected "Interest-Free Cash Installment" Loan (the "Loan") as the welcome offer. The maximum Loan amount cannot exceed HK\$80,000 or 80% of the available credit limit of the approved card account (whichever is lower) whereas the minimum Loan amount is set at HK\$3,000. The Loan shall be repaid by 9 equal monthly installments. BOC Credit Card (International) Limited ("the Company") reserves the right to make the final decision on the loan amount to be approved. Details of the Loan including, but not limited to, the approved amount, the loan tenor and the repayment periods will be specified in the loan approval notification letter. Application for the Loan shall be subject to the "Terms and Conditions of Installment Program". Any amount debited to the Loan account shall not be counted towards the award of either the "Gift Points" or the "Cash Rebate" program. If no repayment or repayment 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 BOC Tung Wah Group of Hospitals Credit Card applicants, who have selected the welcome offer of "HK\$200 Free Spending Credit", are required to accumulate spending of or over HK\$2,000 on retail spending/ cash advance/ Cash Before Card/ posted amount of merchant installment program ("Spending") (Online Bill Payment, Octopus Automatic Add Value Service, unposted repayment of cash installment plan and such other transaction types as may be designated by the Company from time to time are excluded) within the first two months of card issuance in order to be eligible for the welcome offer.
4. Successful BOC Tung Wah Group of Hospitals Credit Card applicants, who have selected the welcome offer of "HK\$500 Free Spending Credit", are required to accumulate spending of or over HK\$8,000 on retail spending/ cash advance/ Cash Before Card/ posted amount of merchant installment program ("Spending") (Online Bill Payment, Octopus Automatic Add Value Service, unposted repayment of cash installment plan and such other transaction types as may be designated by the Company from time to time are excluded) within the first two months of card issuance in order to be eligible for the welcome offer.
5. Where the main cardholders have successfully applied for additional cards at the same time, the accumulated spending of each additional card should reach HK\$2,000 or above on retail spending/ cash advance/ Cash Before Card/ posted amount of merchant installment program ("Spending") (Online Bill Payment, Octopus Automatic Add Value Service, unposted repayment of cash installment plan and such other transaction types as may be designated by the Company from time to time are excluded) within the first two months of card issuance in order to entitle the main cardholder to enjoy the "25,000 Gift Points" reward from each additional card account. Each main cardholder can enjoy a maximum of 225,000 Gift Points from additional cards. (Each main cardholder can apply for a maximum of 9 additional cards).
6. Applicants who are existing main cardholders of BOC Credit Card and/or BOC UnionPay Dual Currency Credit Card (Additional Card, Business Card, Commercial Card, Intown Virtual Card, BOC Great Wall International Credit Card, US Dollar Card, Credit Card issued in Macau and Private Label Card are all excluded), or have cancelled any of the above mentioned cards or were once holders of the above cards in the 12 months prior to the date of application will not be entitled to the welcome offer meant for main cardholders upon approval of their application.
7. If the additional card applicants currently hold a BOC Credit Card and/or BOC UnionPay Dual Currency Credit Card (including a main card or an additional card, but Business Card, Commercial Card, Intown Virtual Card, BOC Great Wall International Credit Card, US Dollar Card, Credit Card issued in Macau and Private Label Card are all excluded), or have cancelled any such card or once held any such card in the 12 months prior to the date of application, the main cardholder will not be entitled to the additional card welcome offer highlighted in Clause 5 upon approval of the additional card application.
8. The Free Spending Credit and the Gift Points will be credited to main cardholder account within 4 to 6 weeks after all Spending requirements (if applicable) are fulfilled. The status of the relevant credit card account must be normal, valid and in good credit condition.
9. Upon confirmation of the selection of welcome offer, it cannot be altered or exchanged for cash or other welcome offer. If applicants have not specified their welcome offer preference or have selected more than one welcome offer, the Company will make the final decision on their behalf.
10. All welcome offers are available while stocks last. The Company reserves the right to provide an alternative offer of equivalent or approximate value in case of shortage.
11. If multiple redemption of welcome offer has occurred or any of the transactions to fulfill the spending requirement has been refunded/ cancelled for whatever reason or the main credit card account is cancelled within 12 months from card issuance, the Company reserves the right to debit the amount equivalent to the cost of the welcome offer of which the cost of "HK\$200 Free Spending Credit" is HK\$200. "HK\$500 Free Spending Credit" is HK\$500 to the cardholder's account without prior notice.
12. Free Spending Credit is meant exclusively for retail purchase and cannot be used for cash advance, settlement of financial charge or any previous outstanding balance accrued before the Free Spending Credit is credited.
13. Free Spending Credit cannot be converted into cash or exchanged for other gifts and is also not refundable and transferrable.
14. Should two or more BOC Credit Cards and/or BOC UnionPay Dual Currency Credit Cards be successfully approved within the promotion period, the cardholder will be entitled to one welcome offer only, and the welcome offer will be that for the highest tier of credit card approved (the credit card tier in descending order is Visa Infinite Card, UnionPay Dual Currency Diamond Prestige Card, UnionPay Dual Currency Diamond Card, World Mastercard, Visa Signature Card, Platinum Card, Titanium Card and Classic Card). If the credit cards are not applied at the same time, the welcome offer for the credit card first approved will be provided.
15. No person other than the cardholder and the Company will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of any of the provisions of these terms and conditions.
16. The Company accepts no liability for the quality of or any other matters relating to the welcome offer. The vendors are solely responsible for all the obligations and liabilities relating to the welcome offer.
17. 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.
18. In case of any dispute(s), the decision of the Company shall be final.
19. In the event of any discrepancy or inconsistency between the Chinese and the English versions of these terms and conditions, the Chinese version shall prevail.

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

IMPORTANT TERMS & CONDITIONS OF BOC CREDIT CARD

The important terms and conditions of the Credit Card User Agreement (“User Agreement”) which impose significant liabilities and obligations on you are summarised below for your particular attention. You should read the full version of the User Agreement which is available at the principal place of business of BOC Credit Card (International) Ltd. (the “Card Company”) in Hong Kong and on the Card Company’s website (www.bochk.com/creditcard).

1. Immediately upon receipt of the Card, you shall sign the Card and activate it according to our instructions. Your signature on the Card, or the use or activation of the Card shall constitute conclusive evidence of your acceptance of and agreement to be bound by the User Agreement.
2. Use of the Card is restricted exclusively to you for bona fide purchase of goods and/or services and/or cash advances only and you shall not use the Card for any other purposes, in particular any illegal purposes including payment for any illegal transaction.
3. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.
4. All the details of APRs for retail spending and cash advances and fees and charges are set out in the Fees Schedule referred to in the User Agreement. The Fees Schedule is available at our principal place of business in Hong Kong and on our website (www.bochk.com/creditcard).
5. You will receive a statement of account on a monthly or other periodic basis, except where there is no new transaction since the last statement. You shall examine the transactions shown on the statement carefully and notify us in writing of any error or unauthorized transactions within 60 days from the date of the statement. Otherwise, we shall be entitled to treat all transactions shown on the statement as correct.
6. You should repay the outstanding balance as shown on the statement on time to avoid payment of interests and finance charges. If we do not receive the minimum payment amount as specified in the relevant statement on or before the payment due date, an additional late charge shall be payable by you.
7. You shall exercise reasonable care and precautions to keep the Card safe and the 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. You shall report as soon as reasonably practicable to us and the police upon the occurrence of any loss, theft, suspected unauthorized use or disclosure of the Card and/or PIN or any counterfeit card.
8. Provided that you have acted in good faith and with due care (including taking the precautions and actions under Clause 7 to prevent fraud), your liability for all unauthorized transactions (other than cash advances) incurred prior to report shall not exceed HKD500 or the maximum amount as notified by us from time to time.
9. You shall be fully liable for all losses and damages arising out of or in connection with the loss, theft, unauthorized use or disclosure of the Card and/or PIN if you have acted fraudulently or with gross negligence, or have failed to take reasonable care, precautions and actions under Clause 7 to prevent fraud, or if the unauthorised use of the Card involves the use of your PIN with or without your knowledge, or if you fail to report to us as soon as reasonably practicable. You shall fully indemnify us against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.

10. The main cardholder shall be liable to us for any and all transactions effected and/or liabilities incurred by the main cardholder and additional cardholders through the use of their 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 his/her additional card.
11. Although an additional cardholder is liable only for the outstanding balance due from him/her to us, such additional cardholder may (at his/her option) settle the outstanding balances due from the main cardholder and/or other additional cardholders. Any payment made by an additional cardholder in excess of the outstanding balance due from him/her to us shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the outstanding balances due from the main cardholder and/or other additional cardholders.
12. 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.
13. You irrevocably authorise us to combine and set off all or any of your accounts with us at any time and from time to time.
14. You irrevocably authorize and instruct Bank of China (Hong Kong) Limited with which you may have account(s) to debit and pay to the Card Company the credit balance of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of your liability to the Card Company without prior notice upon our request.
15. 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 against you to enforce repayment. You shall indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies, and against all legal costs and expenses reasonably incurred by us in enforcing repayment via legal process.
16. We may (in our discretion) change any of the terms and conditions of the User Agreement and/or the Fees Schedule provided that we will, where practicable, give you not less than 60 days’ prior notice before any significant change of the terms and conditions take effect. Retention or continued use of the Card after the effective date shall constitute your acceptance of such changes. If you do not accept the proposed change, you may terminate the Card in accordance with the User Agreement.

If there is any inconsistency or conflict between the English and the Chinese versions, the English version shall prevail.

Last update: May 2018

cidcbobHKD&DCI(en)201805

CONTACTLESS PAYMENT FUNCTION

“BOC Tung Wah Group of Hospitals Visa Platinum Card” is a credit card with built-in contactless payment function. It allows you to conduct convenient transactions at any merchants fitted with a Visa payWave contactless payment reader worldwide. Simply tap the card against the reader to settle transaction of HK\$1,000 or below without the need of signature verification. For details, please visit www.visa.com.hk.

TERMS & CONDITIONS FOR OPT-OUT OF “OVER-THE-LIMIT FACILITY” FUNCTION

1. Once the instruction to opt-out of “Over-the-limit Facility” function has been processed successfully, BOC Credit Card (International) Limited (the “Company”) will reject any overlimit transaction conducted on the relevant main and additional credit card(s) (if any); unless they are processed offline (such as, but not limited to, Octopus Automatic Add Value Service, contactless transaction, in flight or cruise transactions or recurring payment and so on) then no Overlimit Handling Fee of HK\$180 (per statement cycle) will apply.
2. If a cardholder does not opt out of “Over-the-limit Facility” function as aforesaid, the Company may exercise its discretion to accept and process any overlimit transaction conducted with the said card. Thereupon an Overlimit Handling Fee will be debited to the account whenever its balance exceeds the “Combined Limit” amount specified on the monthly statement.
3. If a cardholder needs to apply for the opt-out of “Over-the-limit Facility” function for other credit card(s), please call our 24-hour Customer Services Hotline at (852) 2853 8828 or download a “BOC Credit Card Customer Information Amendment Form” by visiting the Company’s website (www.bochk.com/creditcard > Customer Services > Important Documents and Forms > Other Frequently Used Forms) for further processing.
4. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail.

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1. This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Securities and Futures Limited and BOCHK Asset Management Limited (each a “Company”, for as long as such Company remains a subsidiary of BOC Hong Kong (Holdings) Limited and notwithstanding any change in the name of the 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. For the purposes of this Notice, the “Group” means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company’s holding companies, wherever situated.
3. The term “data subject(s)”, wherever mentioned in this Notice, includes the following categories of individuals :
 - (a) applicants for or customers, authorized signatories, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company;
 - (b) sureties, guarantors 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 data subjects/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 (Cap. 486, Laws of Hong Kong) (the “Ordinance”).
4. From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.

5. Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
6. Data relating to the data subjects are collected or received by the Company from various sources 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, and data obtained from other sources (for example, credit reference agencies). Data may also be generated or combined with other information, available to the Company or any member of the Group.
7. The purposes for which the data relating to the data subjects may be used are as follows:
 - (a) assessing the merits and suitability of the data subjects as actual or potential applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements and claims;
 - (b) facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the data subjects;
 - (c) conducting credit checks whenever appropriate (including, without limitation, at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year) and carrying out matching procedures (as defined in the Ordinance);
 - (d) creating and maintaining the Company’s 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, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects’ use;
 - (i) marketing services, products and other subjects (please see further details in paragraph 10 below);
 - (j) determining amounts owed to or by the data subjects;
 - (k) enforcing data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects’ obligations;

- (l) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:
 - (i) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (m) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (n) 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;
- (o) 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;
- (p) 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
- (q) purposes incidental, associated or relating to Paragraph 7.

8. Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph:
- (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business, wherever situated;
 - (b) any other person under a duty of confidentiality to the Company including any member of the Group which has undertaken to keep such information confidential;
 - (c) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (d) any person making payment into the data subject's account;
 - (e) any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
 - (f) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (g) any financial institutions, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation companies, insurance industry associations and federations and their members;
 - (h) any person to whom the Company or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (i) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and

- (j) (i) any member of the Group;
- (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
- (iii) third party reward, loyalty, co-branding and privileges programme providers;
- (iv) co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (v) charitable or non-profit making organisations; and
- (vi) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (7)(i) above, wherever situated.

The Company may from time to time transfer the data relating to the data subjects to a place outside the Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.

9. With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agency:
- (a) full name;
 - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (c) identity card number or travel document number;
 - (d) date of birth;
 - (e) correspondence address;
 - (f) mortgage account number in respect of each mortgage;
 - (g) type of the facility in respect of each mortgage;
 - (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (i) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held

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

10. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (i) any member of the Group;
 - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - (iii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iv) co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (v) charitable or non-profit making organisations;

(d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 10(a) above to all or any of the persons described in paragraph 10(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

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

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

(a) to check whether the Company holds data about him/her and of access to such data;

(b) to require the Company to correct any data relating to him/her which is inaccurate;

(c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;

(d) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and

(e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

12. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.

13. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.

14. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

15. The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed are 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 2826 6860

BOC Credit Card (International) Limited

The Data Protection Officer
BOC Credit Card (International) Limited
20/F, BOC Credit Card Centre
68 Connaught Road West
Hong Kong
Facsimile: +852 2541 5415

BOC Group Life Assurance Company Limited

The Data Protection Officer
BOC Group Life Assurance Company Limited
13/F, Cityplaza One
1111 King's Road Taikoo Shing
Hong Kong
Facsimile: +852 2522 1219

Po Sang Securities and Futures Limited

The Data Protection Officer
Po Sang Securities and Futures Limited
1/F, Wing On House
71 Des Voeux Road Central
Hong Kong
Facsimile: +852 2854 1955

BOCHK Asset Management Limited

The Data Protection Officer
BOCHK Asset Management Limited
5/F, Bank of China Building
2A Des Voeux Road Central
Hong Kong
Facsimile: +852 2532 8216

16. The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event that the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.

17. If there is any inconsistency between the English version and the Chinese version of this Notice, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of the Hong Kong Special Administrative Region, and the English version shall prevail in relation to any matters arising in the Hong Kong Special Administrative Region and elsewhere.

January 2019

BOC Credit Card Key Facts Statement

| Interest Rates and Interest Charges | |
|--|--|
| Annualized Percentage Rate (APR) for Retail Spending / Cash Advance | <p>Maximum 35.70%* for retail spending / 37.96%* for cash advance when you open your account and it will be reviewed from time to time.</p> <p>No interest will be payable if the outstanding balance is paid in full on or before the due date. If no payment or payment of less than the outstanding balance is made on or before the due date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the statement will not be available). Interest will be charged on (1) the unpaid balance from the date of the statement until payment is made in full thereof and (2) 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 the cardholder's account and shown in the statement) from the date of that new transaction until payment is made in full thereof (a minimum charge of HK\$5 / CNY5 (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.</p> |
| Overdue APR for Retail Spending / Cash Advance | <p>If you have not made any payment or you have made a payment of less than the minimum payment on or before the relevant due date on two or more occasions in respect of 12 consecutive statements ("Triggering Event"), we will charge overdue interest rate ("Overdue Interest Rate") at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in your credit card account (bringing the APR to a maximum of 38.62%* (for retail spending) and 41.12%* (for cash advance)). If a Triggering Event occurs, we will charge the Overdue Interest Rate during the period from the day following the statement date of the statement first issue after</p> |

| Overdue APR for Retail Spending / Cash Advance (continue) | <p>the occurrence of the Triggering Event until the statement date of the statement first issued after cessation of the Triggering Event. All preferential interest rate applicable to the account will be suspended until such time as the Overdue Interest Rate ceases to apply.</p> | |
|--|--|-----------------------------|
| Interest Free Period | <p>Up to 56 days</p> | |
| Minimum Payment | <p>HK\$230/CNY230 (where applicable for HKD or CNY account respectively) or the summation of item (i) to (iv) (whichever is higher).</p> <p>(i) total outstanding billed interest, fees and charges; (ii) any overdue minimum payment amount from previous monthly statement (where applicable); (iii) total of over-limit amount (where applicable) (excluding items (i) and (ii) above); and (iv) 1% of the remaining principal balance (excluding items from (i) to (iii) above).</p> | |
| Major Fees | | |
| Annual Fee | Main Card (per annum) | Additional Card (per annum) |
| Visa Infinite Card | HK\$3,800 | HK\$1,900 |
| UnionPay Diamond Prestige Card / UnionPay Diamond Card | | |
| World MasterCard | | |
| Visa Signature Card | HK\$2,000 | HK\$1,000 |
| Platinum Card^ | HK\$1,600 | HK\$800 |
| Titanium Card | HK\$550 | HK\$275 |
| Classic Card | HK\$220 | HK\$110 |
| Private Label Card | HK\$220 | HK\$110 |
| <u>Commercial Card</u> | | |
| Visa Infinite Card | HK\$3,800 | N.A. |
| Platinum Card | HK\$1,600 | N.A. |
| Gold Card | HK\$480 | N.A. |
| Classic Card | HK\$220 | N.A. |

| | |
|---|---|
| Cash Advance Handling Fee | Hong Kong Dollar Credit Card |
| | <p><u>Hong Kong:</u></p> <ul style="list-style-type: none"> • 4% plus HK\$20 (HK\$25) through PLUS / CIRRUS ATM) per transaction <p><u>Outside Hong Kong:</u></p> <ul style="list-style-type: none"> • 4% plus HK\$20 (HK\$25) through PLUS / CIRRUS ATM) per transaction |
| | UnionPay Dual Currency Credit Card |
| Fees relating to Foreign Currency Transactions (Applicable to Hong Kong Dollar Credit Card only) | <p><u>HKD Account:</u></p> <ul style="list-style-type: none"> • 4% plus HK\$20 per transaction <p><u>CNY Account:</u></p> <ul style="list-style-type: none"> • 4% plus CNY20 per transaction made in Hong Kong • 4% plus CNY25 per transaction made in the mainland <p>Remark: Subject to a minimum of HK\$100 / CNY100 (where applicable for HKD or CNY account respectively)</p> |
| | <p>1.95% of every transaction effected in a currency other than Hong Kong Dollars</p> <p><u>Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars</u></p> <p>You may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. For transactions settled in Hong Kong dollars and made outside Hong Kong via MasterCard / VISA Credit Card, we will charge a markup of 0.95% / 0.8% respectively; while for such transactions via UnionPay Dual Currency Credit Card, we will not charge any further markup.</p> |
| | |

| | |
|--|--|
| Late Charge | 5% of the minimum payment amount (subject to a minimum of HK\$230 / CNY230) or equivalent to the minimum payment amount of your last statement, whichever is lower; and a maximum of HK\$280 / CNY280 (where applicable for HKD or CNY account respectively) |
| Overlimit Handling Fee | HK\$180 per statement period |
| Returned Cheque & Rejected Autopay Charge | HK\$100 / CNY100 per transaction (where applicable for HKD or CNY account respectively) |

Please visit the website of BOC Credit Card (International) Ltd. at www.bochk.com/creditcard for full version of relevant Credit Card Fees Schedule and User Circular.

Remarks:

- * 1. The Annualized Percentage Rate (APR) is computed in accordance with the guidelines laid down in The Hong Kong Association of Banks. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate.
- ^ 2. Annual fee of BOC HKUST Platinum Card is **HK\$600** for main card and **HK\$300** for additional card.
3. BOC Credit Card (International) Ltd. reserves the right to vary the fees and charges from time to time by notice to customers. The fees and charges for other card products and/or services may be separately published.
4. The English version of this notice shall prevail whenever there is any discrepancy between the English and the Chinese versions.
5. Virtual Card can enjoy annual fee waiver.

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