

Interpretations

- In these General Terms and Conditions for Customers (as the same may be amended, modified or supplemented from time to time, the "**Terms and Conditions**"), unless the context otherwise requires,
 - the following words and phrases have the following meanings:

Banking Day: a day on which banks are open for business in Hong Kong. But in clauses 61, 69 and 70, Banking Day shall mean a day on which banks are open for business in Hong Kong but excluding Saturdays;

FATCA:

- i. section 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- ii. any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with sub-clause (i) including as entered into by the government of Hong Kong;
- iii. agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
- iv. any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing;

Foreign Law Requirement: any obligation imposed on the Bank pursuant to any future or present:

- i. foreign laws (including foreign laws in respect of which the Bank considers itself bound and including laws and regulations of The People's Republic of China);
- ii. Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government (including the government of The People's Republic of China) or regulator;
- iii. agreements entered into between the Bank and a foreign government, tax or law enforcement body within or outside of Hong Kong in respect of sub-clauses (i) to (iii).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank as amended or introduced from time to time, including pursuant to FATCA;

Government Authority: any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS;

Hong Kong: the Hong Kong Special Administrative Region of the People's Republic of China;

Hong Kong Dollars or HK\$: the lawful currency of Hong Kong from time to time;

IRS: the U.S. Internal Revenue Services; and

U.S.: United States of America.

- references to the "**Bank**" shall include the head office or any branches of the Bank, whether within or outside Hong Kong, and successors thereof;
- references to "**Customer**" means the person(s) opening the Account (as defined below) with the Bank and shall, where the context admits or requires, include references to signatories authorized to operate the relevant Account.
- references to Clauses and Sections are references to clauses and sections of these Terms and Conditions;
- words importing one gender shall include the other gender;
- words importing the singular shall include the plural and vice versa;
- references to a person is a reference to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or any agency thereof;
- "including" shall not be construed as being by way of limitation;
- "other" and "otherwise" shall not be construed as limited by the words with which they are associated.

General Terms

- In opening one or more accounts (individually and collectively the "**Account**") with the Bank, the Customer agrees to these Terms and Conditions. Sections A and B of these Terms and Conditions apply to all types of Account. In addition, Sections C to F apply to the respective types of Account specified in those Sections.
- The relationship between the Bank and the account holder is normally that of a creditor and debtor. However, other relationships may arise, such as that of a bailor and bailee when items are held in safe custody.
- The Customer shall provide the Bank with suitable identification and satisfactory reference(s) when applying to open an Account. Application forms and specimen signature cards should be properly completed and signed prior to the opening of the Account. A minimum deposit may be required for the opening of an Account as set by the Bank from time to time.

- The Customer undertakes to provide the Bank with such information, documents and certifications (collectively known as "Information") as reasonably required by the Bank in order for it to meet its obligations under any Foreign Law Requirement. The Customer acknowledges and agrees that this may include information, documents or certifications in connection with:
 - i. the Customer;
 - ii. the ultimate beneficial owner of any Account;
 - iii. the person ultimately responsible for giving any instruction or for entering into any transaction;
 - iv. any person on whose behalf the Customer acts in receiving payment; and/or
 - v. any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer.
- The Customer shall fully indemnify and keep indemnified the Bank (and all branches of the Bank), its subsidiaries, affiliates, associates and agents and every director, officer, employee or agent of any of the foregoing against any and all losses, damages, costs, expenses, fees, charges, actions, suits, proceedings, claims or demands which may be brought against any of them or which any of them may suffer or incur in connection with the Account, the services or any Instructions (and reliance by the Bank on such Instructions) as a result of the Customer providing misleading, incorrect or false information in respect of the Information or any other information in connection with these Terms and Conditions, save where the same arises directly from the Bank's gross negligence, wilful misconduct or fraud.
 - a. the Customer must without delay, notify the Bank in writing of any change in:
 - i. the Customer's particular(s), circumstance(s), status, including any change in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number and email address;
 - ii. (where applicable) the Customer's constitution, shareholders, partners, directors or company secretary, or the nature of the Customer's business; or
 - iii. the address or contact telephone number or other personal particulars recorded with the Bank.
 - b. all communications and notice from the Bank sent by post to the address of the Customer last registered shall be deemed to have been duly sent to the Customer if:
 - i. delivered personally, at the time of such delivery;
 - ii. if sent by letter postage prepaid, 48 hours after posting (if an address is outside Hong Kong, 7 days after posting); and
 - iii. if sent by any other telecommunication means, at the time of despatch.
 - c. any Customer who wants to change his specimen signature or any signatory on an Account, or change or update their Information, must fill in the relevant form provided by the Bank and submit details of the new signatory (where applicable) and new specimen signature cards, or otherwise provide the Bank with his/her changed or updated Information indicating the date on which the new signature(s) or Information will become effective.
 - d. the Bank shall not be affected by and shall not act upon any such change until notice of such change has been given to the Bank.
- The Customer shall be entitled at any time to close an Account upon notice in writing but without prejudice to any right or claim that the Bank may have against the Customer in respect of the Account. If an Account is closed within six (6) months from the date of it being opened, the Bank may make a charge at its discretion an amount stated in these Terms and Conditions or as determined or varied by the Bank from time to time in accordance with these Terms and Conditions.
 - a. The Bank shall be entitled at any time to serve notice upon the Customer requiring him to close the Account thirty (30) days from the date of the notice provided, that, any provision herein to the contrary notwithstanding, the Bank shall have the right to immediately close any account at any time if the Bank reasonably believes that the account is being used in connection with any illegality or impropriety such as but not limited to any fraud, money laundering or terrorist financing without need of any prior notice or demand.
 - b. A notice sent by post to the last known address of the Customer shall be deemed to have been duly served on the Customer.
 - c. At the expiration of the period of 30 days provided under Clause 9(a), the Bank shall be free from any further obligations to honour any cheque, order, draft, bill, note or other negotiable instrument drawn, accepted or made by the Customer which may be presented to the Bank for payment after the expiration of the said 30-day period, whether any such instrument be dated before or after such date of expiration, and notwithstanding that there may at the time of presentment of the instrument for payment be sufficient funds in the Account to cover the payment of such instrument.
- Without limiting Clause 9(a), the Bank may close or transfer any account of the Customer if the Customer fails to comply with any requirement of these Terms and Conditions in respect of a Foreign Law Requirement or if it is otherwise necessary or convenient for the purpose of the Banks' compliance with a Foreign Law Requirement. This includes the Customer's failure to provide information, documents and supporting materials as required by the Bank. The Bank is not required to provide advance notice before exercising this right.
- Any Account which remains inactive for a continuous period of one year or such other period as the Bank may otherwise determine from time to time shall be subject to an annual service charge payable in accordance with the Bank's Service Charges Table published from time to time and which may be charged by the Bank at its own discretion. An Account with zero balance is liable to be closed by the Bank without prior notice.
- All cheques and other instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to debit and charge the Customer's account for items which are subsequently returned unpaid, together with all the charges incurred thereby.

- Withdrawals at the counter may be made by the Customer on demand during the business hours on a Banking Day. The Bank may require the Customer to produce proper identification papers in order to effect a withdrawal.
- In the event of loss of a seal or chop used for operating the Account, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.
- All securities deposited by the Customer with the Bank to secure moneys advanced to the Customer on the Account shall be a continuing security for any moneys owing by and liabilities outstanding from the Customer to the Bank at any time.
 - a. Where a bank statement issued in respect of an Account, the Customer undertakes in respect of each bank statement:
 - i. to verify its correctness; and
 - ii. to notify the Bank in writing within 90 days from the date of the bank statement of any errors, alleged omissions, wrongful debits, unauthorized entries, inaccurate entries including without limitation to forgery, fraud by other third party and etc made to the Account as shown on the bank statement.
 - b. Unless the Customer notifies the Bank of any of the discrepancy in accordance with (a) above, the Customer shall be:
 - i. conclusively deemed to have admitted all entries as shown on the bank statement are correct and accurate;
 - ii. stopped and precluded from asserting as against the Bank that one or more of the entries in the bank statement is or are incorrect and/or improperly chargeable to the Account;
 - iii. deemed to have agreed to waive all rights to raise objections or pursue any remedies against the Bank in respect thereof.
- The bank statement shall be conclusive evidence against the Customer of the state of Account for the matters specified therein in any legal proceedings without further proof.
- This Clause 16 is applicable in the absence of manifest error or fraud on the part of the Bank and nothing in this Clause 16 binds the customer in the event of such error or fraud.
 - a. The Bank shall be entitled at any time and without prior notice to the Customer to:
 - i. retain any moneys standing to the credit of any Account and to refuse payment of such monies or any part thereof to the extent of all liabilities whatsoever of the Customer to the Bank;
 - ii. combine, consolidate or merge all of any of the Account; and
 - iii. set off or transfer any sum standing to the credit of anyone or more of such Account or any sum otherwise owing by the Bank to the Customer in or towards satisfaction of the liabilities owing by the Customer to the Bank on any Account.
 - b. Without limiting Clause 17(a), the Customer acknowledges and agrees that:
 - i. any payments by the Bank under these Terms and Conditions will be subject to withholding and deduction as may be required by law, regulation or order, including Foreign Law Requirements;
 - ii. any amount withheld under (1) may be held in whatever account or in whatever manner determined by the Bank; and
 - iii. the Bank is not liable for any gross up, loss or damage suffered as a result of the Bank exercising its rights under this Clause 17(b).
 - c. The Customer acknowledges and agrees that any transaction, payment or instruction under these Terms and Conditions may be delayed, blocked, transferred or terminated as required for the Bank to meet its obligations, including those under any Foreign Law Requirement, as determined by the Bank.
 - d. The Bank's rights hereunder shall not be affected by the death or legal incapacity of Customer, and shall be in addition and without prejudice to any lien or other right whatsoever to which the Bank may be entitled by law and shall apply to all liabilities of the Customer to the Bank, whether such liabilities or any of them arise on any Account or in any other respect or manner whatsoever, are actual or contingent, primary or collateral, sole, several or joint, require or are capable of discharge by performance or payment to the Bank in Hong Kong or in any other country, and where the currency in which any such liability is owed or due may be different from the currency in which the Accounts or any of them are stated or owed or due, the Bank shall be entitled to sell the said currency and apply the proceeds in reduction, satisfaction or discharge of any indebtedness or liability of the Customer to the Bank.
- In the event of the Customer's death, the Customer's estate shall remain and continue to be liable to the Bank for all liabilities on the Account incurred prior to the date of death. Any payments made into the Account subsequent to the date of death of the Customer shall not be applied in or towards satisfaction or discharge in part or in whole of the liabilities on the Account incurred prior to the date of death.
- The Bank shall not be liable or responsible for any failure to implement, carry out or comply with any instructions, requests or directions of the Customer if the same is occasioned by any third parties or circumstances outside its control.
- The Bank shall have a general right to refuse to accept instructions from the Customer if it has any grounds for considering that any fraud, illegality or impropriety may be involved.
 - a. Without prejudice to the generality of Clause 21(b), the Bank need not concern itself with the validity, genuineness or accuracy of any instrument and the Customer shall fully indemnify the Bank against any liability incurred by the Bank towards any third party as a result of collection by the Bank on behalf of the Customer of any forged or altered instrument and, unless the Bank has acted with gross negligence or with express notice of the forgery or alteration, the Customer's liability shall not be affected or impaired by the fact that the Bank did not make any enquiry about the validity, genuineness or accuracy of such instrument or refuse to take any action in connection therewith.

- b. The Customer shall indemnify and keep the Bank indemnified in respect of all actions, liabilities, claims, demands, losses, damages, taxes, costs, charges and expenses (including legal fees on a full indemnity basis) of any kind made against or incurred by the Bank in connection with the maintenance of, or dealings with, the Account or dealing with any instrument for payment of money at the request of the Customer or the Bank's provision of services and exercise of its powers and rights in relation thereto unless caused solely by the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
 - c. Without prejudice to Clause 17 above, whenever the Bank shall collect any amount to be credited to the Account in accordance with any mandate or other authority from the Customer (the "Credit Amount") the Bank shall not in any way be liable to account to the Customer for any interest or benefit which the Bank may receive from or derive out of the Credit Amount or any part thereof prior to the Bank's credit of the same into the Account and such interest and benefit (if any) shall be received and held by the Bank to its own use and benefit absolutely.
 - d. The Customer shall absolve the Bank from all liabilities for losses or damages which the Customer may sustain as a result of the above.
- All services and other charges and expenses of the Bank in relation to the operation of the Account or any transactions relating thereto shall be for the account of the Customer and the Bank is authorized and instructed to debit the Account for such charges and expenses.
 - The Bank may at its discretion destroy any cheques or documents related to the Account after the lapse of the standard retention period of the bank.
 - Subject to compliance with any law, these Terms and Conditions are subject to change at any time. The Bank will give the Customer notice before any change takes effect and, where the change affects fees and charges, will give the customer at least 30 days' notice prior to the change.
 - In addition to these Terms and Conditions, the Bank may from time to time issue other terms, conditions and notices in respect of the Account in general or any particular type of Account, which the Bank shall publish at any of its branches in Hong Kong or otherwise notify the Customer in writing. These terms will take effect in accordance with Clause 24.
 - In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
 - These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Customer submits to the non-exclusive jurisdiction of the courts of Hong Kong.
 - The Bank reserves the right to suspend the operation of all or any account of the Customer until such time as the Bank considers appropriate if the Bank is of the opinion that :
 - a. the account mandate is not validly or properly executed; or
 - b. the Customer (other than acting in the capacity as a trustee) is not the beneficial owner of the account(s) unless the Customer has notified the Bank of such owner(s).
 - The Bank is required to act in accordance with laws, regulations, including Foreign Law Requirements, and orders of governmental and/or regulatory authorities operating in various jurisdictions which relate to, amongst other things, the anti-money laundering, terrorist financing and etc. The Bank may take any action which it considers appropriate with or by reference to all such laws, regulations and orders.
 - The Bank shall in no event be liable for loss or damage, whether directly or indirectly, suffered by any party arising out of any delay or failure by the Bank in processing any such instructions, or in performing any of its duties or obligations in connection with any account to the Customer, caused in whole or in part by any step which the Bank, in its sole and absolute discretion, has taken or considers appropriate to take in compliance with such laws, regulations and orders; or the exercise of any of the Bank's rights under this clause.
 - In some cases, the action which the Bank has taken or may take may cause delay in processing of certain information. The Bank does not warrant or guarantee any information on the Bank's systems relating to any such account is accurate or updated at the time it is accessed during the time when such action is being taken.
 - Subject to the relevant and applicable laws and compliance with these Terms and Conditions, the Bank reserves its rights from time to time to review, cancel, withdraw, suspend, change, alter, vary, extend or otherwise any one or more of the services provided to the Customer.
 - If there is more than one customer in the same account, then : -
 - a. the liabilities of each one of them will be joint and several;
 - b. each of them shall be bound by these Terms and Conditions;
 - c. the Bank shall be entitled to deal separately with any one of them on any matter including without limitation to granting indulgence or making compromise on outstanding payment without prejudicing the Bank's rights, powers and remedies against the other customer.
 - Subject to the relevant and applicable laws and compliance with these Terms and Conditions, the Bank may impose service fees, facility fees and/or other charges from time to time as the Bank at its discretion thinks fit. The Bank's charges apply to all accounts and a list of such charges is available at the Bank's website or upon request at any branch of the Bank.
 - The Bank reserves its right to employ collection agent(s) and legal representatives to collect any outstanding or overdue amount owned by the Customer. The Customer shall keep the Bank indemnified for costs and expenses including but not limited to costs of employing collection agent(s), legal fees and other expenses which are incurred by the Bank in demanding, collecting, recovering such outstanding or overdue amount or part thereof.

- Subject to Clause 24, these Terms and Conditions may, at the Bank's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in the Bank's website, any of its branches or in the bank statements or such other methods as the Bank may determine from time to time. If the Customer continues to maintain the account after the notice period has expired, the Customer shall be deemed to have agreed to such changes.
- The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- The Notice to Customers relating to Personal Data (Privacy) Ordinance annexed hereto ("**Data Policy Notice**") shall form an integral part of the Terms and Conditions.
- The Customer acknowledges and agrees that all personal data, information, documents or certifications relating to the Customer and/or any person ("**Data**") may be used and disclosed by the Bank to any person or Government Authority, whether or not established under Hong Kong law or in compliance with any Foreign Law Requirement as determined by the Bank. Further, all Data may be used and disclosed for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to the customers from time to time. The Customer also agrees that the Bank may transfer the data inside or outside the Hong Kong Special Administrative Region. The Customer undertakes and agrees to obtain the consent of any third person whose information is disclosed to the Bank under these Terms and Conditions and provide the person with the Data Policy Notice.

Savings Account

- The Customer will be supplied with a passbook which must be presented for every deposit or withdrawal. No entries may be made in the passbook by the Customer. Updating of interest or unposted items on the passbook can be done by presenting the passbook to the Bank. The Bank may at its discretion accept deposits or withdrawals without presentation of the passbook. Where an entry is made on the passbook or a deposit or withdrawal slip is given to the Customer, any claim regarding the accuracy of an entry on the deposit or withdrawal slip or in the passbook must be made by the Customer before leaving the Bank.
- The passbook is for the Customer's reference and does not necessarily indicate the correct balance of the Account as deposits may have been made or items charged without entry in the passbook.
- Any payments made by the Bank to a person producing the passbook and a withdrawal form purporting to be signed and/or sealed or chopped as authorized by the Customer shall have the same effect as if made to the Customer personally and, unless the Bank has acted with gross negligence or with express notice of the forgery or lack of authorisation, will absolve the Bank from all liabilities to the Customer or to any other party notwithstanding that the payment is made to an unauthorized person or the signature of the Customer for the withdrawal is a forgery. **The Customer will indemnify the Bank in respect of any liabilities incurred by the Bank to a third party.**
- Passbooks should be kept in a place of security under lock and key. In the event of the loss of a passbook, immediate notice must be given to the Bank. The Bank will issue a new passbook against a signed indemnity only and the original passbook shall thereupon be cancelled and be void. The Bank may at its discretion levy a charge for issuing a new passbook.
- The passbook is not transferable or assignable and cannot be pledged as security.
- The Customer should from time to time present the passbook to the Bank from time to time to update the interest and unposted items. If the unposted items reach a certain volume as determined by the Bank from time to time, all the unposted items will be consolidated as one entry and the individual items will not be updated on the passbook. A copy of the consolidated statement or relevant report listing each individual entry within a certain period can be produced and provided to the Customer upon request in writing and will be subject to the Bank's handling charge.
 - a. The Customer agrees to examine each consolidation statement or relevant report received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person (the "Errors").
 - i. The Customer also agrees that the consolidation statement or relevant report shall, as between the Bank and the Customer, be conclusive evidence as to the ledger balance shown therein and that the consolidation statement or relevant report shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within 90 days after personal delivery of such consolidation statement or relevant report to the Customer or, if posted, within the same period after the Bank has posted such consolidation statement or relevant report.
 - b. This Clause 45 is applicable in the absence of manifest error or fraud on the part of the Bank and nothing in this Clause 45 binds the customer in the event of such error or fraud.
- Withdrawals from the Account shall not be made by cheques.
- Interest shall accrue on the daily balance of the Account at the rates posted from time to time at any branch of the bank. Interest accrued will be credited to the Customer's account on a monthly basis.

Current Account

- No interest is payable on the credit balance of the Account.
- The Bank shall at monthly intervals send a statement of the Account to the Customer. Such statement will be in respect of all transactions in respect of the Account carried out in the preceding month. No statement will be sent where no entry has been made during the entire preceding month.

- The Bank shall not be in any way liable for any consequential loss or damage resulting by reason of the Bank's failure to send any monthly statement as provided above, except where the bank has acted negligently.
- In the event that the Customer shall in any calendar month fail to receive a monthly statement 40 days after the last statement date, the Customer shall within 7 days therefrom notify the Bank of the same in writing at the branch where the Account is kept and arrange for collection at such branch. If the Bank does not receive such a written notice from the Customer, the Customer shall be conclusively deemed to have received the monthly statement for the preceding month.
- Cheques may only be drawn on an Account of the Customer with the Bank on the printed forms obtained in cheque books or as otherwise provided by the Bank.
- When a cheque book is requested, the Customer must sign an application form supplied by the Bank using the same signature and/or chop as filed with the Bank. If Customer does not apply or collect the cheque book in person, the Bank may at its discretion hand over the cheque book to the bearer of the application at the Customer's own risk.
- Upon receipt of a cheque book, the Customer undertakes to count the number of cheques carefully and examine the account number printed thereon. Cheque books must at all times be kept in a secured place and the Customer shall take all necessary precautions to safeguard the cheque book against loss or theft.
- Alteration on cheques must be authenticated by the full signature of the Customer near the alteration. Initials as abbreviations may be easily forged and the Bank shall not accept such initials unless such arrangement was previously agreed between the Bank and the Customer. If an error is made in the amount of the cheque, it is advisable to cancel the cheque and issue a new one.
- In no circumstances shall ball pens using ink erasable by ordinary pencil rubber or otherwise be used since unauthorized alteration can easily be made and difficult to detect. **Customers in breach of the foregoing shall bear all consequences thereof and fully indemnify the Bank for all losses and damages incurred by the Bank towards any third party as a result of acting on such forged or altered cheques and shall absolve the Bank from all liabilities for losses or damages which the Customer may sustain as a result thereof.**
- When a signed cheque, blank cheque or cheque book is lost or stolen, the Customer must immediately report such loss to the Bank in writing with stop payment instructions. The Bank shall not be responsible for payments made prior to its receipt of the said stop payment instructions from the Customer.
- In order to avoid fraud, the Customer is strongly advised not to issue blank cheques to any person. When sending cheques through mail, the words "or bearer" should be deleted and the cheques should be crossed. Without limiting any other clause in these Terms and Conditions, the account holder should exercise care when drawing cheques to ensure its correctness and agrees that he/she will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The account holder should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and as close to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words.
- Cheques bearing a date subsequent to or more than six (6) months prior to the date of presentation will in principle not be paid but the Customer (account holder) bears full responsibility in case such cheques issued by him should inadvertently be paid.
- The Customer agrees that:
 - a. cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - b. the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (a).
- The Customer shall not be entitled to draw against cheques, orders, drafts, bills or any other negotiable instruments deposited with the Bank for collection until the amounts thereof shall have been collected or received by the Bank. The Bank reserves the right to recover from the Customer in full any loss sustained from non-payments in connection therewith. All instruments received for collection after 2:00 p.m. on a weekday shall be credited for value on the following Banking Day.
- All advances made by the Bank to the Customer on the Account by way of overdraft shall be repayable by the Customer to the Bank upon demand together with interest at the prevailing rates charged by the Bank on advances of a similar nature from time to time
- The Bank may mark cheques "good for payment" and the Account may be debited immediately with the amount of the cheque so marked.
- The Bank will record any order countermending payment of cheques but shall not be responsible for any loss caused by an oversight of such order.
- When the Account is closed, the Customer must return all unused cheques to the Bank.

Time Deposit Account

- The Customer agrees that the repayment before maturity of any monies placed on time deposit with the Bank shall be entirely at the Bank's discretion. Should the Bank exercise its discretion to make any such repayment before maturity, the Bank shall have the sole discretion whether to pay any interest, and if so the amount thereof, and/or to charge any penalty or fees in respect of such early repayment, and any sums already paid to the Customer by way of interest and to the government by way of taxation (if applicable) are deductible from the principal sum before repayment of the balance to the Customer.

- A time deposit account may be opened in such currencies and with such minimum initial deposit with respect to a range of maturity dates as determined by the Bank from time to time.
- Interest will accrue to the day prior to maturity of the deposit and is payable on the due date and maybe be either withdrawn or added to the principal. Details of accrued interest and the amount of tax deducted (if applicable) will be advised each time a deposit is withdrawn or renewed.
- Deposits which fall due on a non-Banking Day shall become payable on the immediately succeeding Banking Day, except where such extension exceeds the maximum period for deposits acceptable to the Bank or as regulated from time to time in which case the deposits, will become payable on the immediately preceding Banking Day. All placement, renewals and withdrawals of deposits are accepted during the transaction hours set by the Bank from time to time for such deposits.
- Any instructions regarding disposal of funds at maturity and any amendments thereto must be given at least one Banking Day prior to the date of maturity. For security reasons, only original written instructions signed in accordance with the mandate relating to the Account will be accepted.
- If no disposal instructions are received by the due date, interest on the due date and thereafter will accrue on the principal amount only. For Hong Kong Dollar deposits, the interest will accrue at the Bank's relevant savings deposit rate applicable during the period on and after the due date as the Bank at its sole discretion decides. For foreign currency deposits, interest will accrue at the Bank's daily foreign currency savings deposit interest rates applicable during the period on and after the due date in respect of the relevant currency concerned. Accrued interest will be paid or credited into the Account only when instructions are received.
- Where there are automatic renewal instructions for deposits, the prevailing rate applicable at the time of renewal will be the relevant time deposit rate applicable on the due date as the Bank at its sole discretion decides
- The Bank will charge a commission for foreign currency notes deposited to / withdrawn from time deposit accounts if the amount deposited / withdrawn exceed the daily limit set by the Bank from time to time. Additionally, the Bank reserves the right to levy a charge for deposit to / withdrawal from time deposit accounts of foreign currency notes (regardless of the amount) which withdrawal shall in any event be subject to Clause 75 below.

Foreign Currency Account

- Where an Account is to be maintained in any currency other than Hong Kong Dollars or United States Dollars, the Bank will not issue a cheque book to the Customer, and withdrawals from such Account may only be effected by written instructions given to the Bank by the Customer.
- Where an Account is expressed in a currency other than Hong Kong Dollars or United States Dollars and the Bank is required to make any payment out of such Account or where the Bank is required by the Customer to provide foreign exchange, the Bank shall be responsible for providing at its discretion credit at banks in the country where such currency is legal tender or in providing drafts on such banks, in all cases subject to any laws and regulations applicable in such country. In all cases the Customer shall bear all risks involved in such transactions including the risks of any failure or delay in receiving payment in any such country for any reason which is beyond the control of the Bank.
- Where a Hong Kong Dollar or United States Dollars cheque is deposited into foreign currency deposit account, if the Hong Kong Dollar or United States Dollars (as the case may be) cheque is subsequently dishonoured, the Bank will debit the Customer's foreign currency account with the value of the cheque as calculated using the Bank's then prevailing buying rate or the original selling rate, whichever is lower.
- Any withdrawal in foreign currency cash is subject to three Banking Day's prior notice to the Bank and the availability of the foreign currency notes in question.
- No transactions on foreign currency deposits will be accepted on Saturdays or on any day which is a public holiday in the country where such currency is legal tender.
- Where an Account is maintained in any foreign currency the application of the other terms and conditions herein shall be subject to this Section F and to the then prevailing market practice relating to such foreign currency and any applicable legislation, rules, regulations or guidelines relating thereto.

Authorized Signature(s) and chop of Applicant

NOTICE

Schedule I

Notice to Customers and Other Individuals relating to The Personal Data (Privacy) Ordinance (“the Ordinance”)

- From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, referees, shareholders, directors, officers and managers of corporate customers and other contractual counterparties) (collectively “Data Subjects” and individually a “Data Subject”) to supply BDO Unibank, Inc. (“the Bank”) with data in connection with:

- the opening or continuation of accounts;
 - the establishment or continuation of banking facilities;
 - the provision of banking, financial, investment, or other services by or through the Bank; or
 - the compliance by the Bank or any other Bank Group Company with any applicable laws, regulations, court orders or guideline issued by regulatory, government or other competent authorities. "Bank Group Company" means any company which is a member of the group of companies to which the Bank belongs.
- Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking, financial, investment, or other services, or accept or continue with the provision of services.
- It is also the case that data are collected from Data Subjects in the ordinary course of the continuation of the Bank's relationships with them, for example, when Data Subjects write cheques, deposit money or apply for credit facilities and where relevant from other parties in the ordinary course of or for the purpose of the Bank's business, for example, from credit reference agency for the purpose of credit assessment when considering credit application, from the Bank's corporate customer opens an account with the Bank.
- The purposes for which data relating to a Data Subject may be used (whether within or outside Hong Kong) will vary depending on the nature of the Data Subject's relationship with the Bank. Broadly, they may comprise all or any one or more of the following purposes:
 - the processing of applications for banking, financial, investment or other services and facilities;
 - the daily operations of the banking, financial, investment or other services and facilities provided to the Data Subjects;
 - the maintaining of the Data Subject's credit history for present and future references;
 - conducting credit checks, whether at time of application for credit or regular reviews which usually will take place one or several times every year or special reviews;
 - assisting other financial institutions to conduct credit checks and collect debts;
 - creating and maintaining the Bank's credit scoring and/or risk related system;
 - ensuring ongoing credit worthiness of Data Subjects;
 - researching or designing banking, financial, securities and investment or other related products or services for Data Subjects' use;
 - marketing services or products of the Bank and/or selected companies (for details, please see paragraph (g) below);
 - determining the amount of indebtedness owed to or by Data Subjects;
 - in connection with the provision of status reports on the Data Subject or the Data Subject's accounts or banker's reference about the Data Subject when so requested by any other financial institution, recognized credit reference agency, credit enquiry service or other person;
 - the enforcement of Data Subjects' obligation, including without limitation the collection of amounts outstanding from Data Subjects and those providing security for Data Subjects' obligations;
 - complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any other Bank Group Company or that it is expected to comply according to:
 - any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory, or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any other Bank Group Company 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;
 - enabling an actual or potential assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subjects, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank 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;
 - conducting matching procedure, whether for credit checking or otherwise; and
 - all other incidental and associated purposes relating thereto.
 - Data held by the Bank relating to a Data Subject will be kept confidential and secured in accordance with the Bank's internal policies and the guidelines issued by the relevant authorities but the Bank may provide such information to the following parties for the purposes set out in paragraph (d), irrespective of whether the place of business of the recipient is within or outside Hong Kong, whether or not the data would be transferred to outside Hong Kong and whether the data will follow such disclosure be collected held processed or used by such recipient in whole or in part outside Hong Kong :
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection, outsourcing, legal, accounting, auditing or other services to the Bank or any Bank Group Company in connection with the operation of its business;

- any other person under a duty of confidentiality to the Bank including a Bank Group Company which has undertaken to keep such information confidential;
- the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- credit reference agencies and, in the event of default, to debt collection agencies and/or legal advisers;
- any person or entity to whom the Bank or any other Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any other Bank Group Company, 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 Bank or any other Bank Group Company are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any other Bank Group Company with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- any party giving or proposing to give a security whether in terms of a guarantee or otherwise to secure the performance of the data subjects of its obligations;
- any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's right in respect of the data subjects; and
 1. any other Bank Group Company;
 2. third party banks, financial institutions, fiduciary, securities and investment services providers;
 3. third party reward, loyalty, co-branding and privileges programme or other related services and/or products providers;
 4. co-branding partners of the Bank and Bank Group Company (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);
 5. charitable or non-profit making organizations; and
 6. 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 Bank engages for the purposes set out in paragraph (d)(ix) above; and such information may be transferred to a place outside the Hong Kong Special Administrative Region.

All such information may be transferred to a place outside Hong Kong.

- With respect to all data which may be collected or held by the Bank from time to time in connection with mortgages and/or mortgage application(s) in relation to a Data Subject (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 Bank, on its own behalf and/or as agent, to a credit reference agency:
 - full name;
 - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subject's sole name or in joint names with others);
 - Hong Kong Identity Card Number or travel document number;
 - date of birth;
 - correspondence address;
 - mortgage account number in respect of each mortgage;
 - type of the facility in respect of each mortgage;
 - mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order);
 - if any, mortgage account closed date in respect of each mortgage;
 - mortgage application date; and
 - where there is any outstanding material default of a mortgage loan, account general data together with the default data relating to such material default.

The credit reference agency will use the above data supplied by the Bank 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, 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 (the "Code")).

• **USE OF DATA IN DIRECT MARKETING**

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

- i. the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time may be used by the Bank in direct marketing;
- ii. the following classes of services, products and subjects may be marketed:
 - banking, financial, securities and investment, credit, debit or other cards and related services and products;
 - reward, loyalty or privileges programmes and related services and products;

- services and products offered by the Bank'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
 - donations and contributions for charitable and/or non-profit marketing purposes;
- iii. the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- any other Bank Group Company;
 - third party banks, financial institutions, insurers, card companies, fiduciary, securities and investment services providers;
 - third party reward, loyalty, co-branding or privileges programme or other related services and/or products providers;
 - co-branding partners of the Bank and Bank Group Company (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
 - charitable or non-profit making organizations;
- iv. in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;
- v. The Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the Data Subject if it will receive any money or other property in return for providing the data to the other persons.

The Data Subject has the right to object to the use of his/her personal data for direct marketing purposes as described above, the Data Subject may exercise his/her opt-out right by notifying the Bank in writing to the address in paragraph (o) below.

- Under and in accordance with the terms of the Ordinance and the Code, any Data Subject has the right;
 - to check whether the Bank holds data about him and access to such data;
 - to require the Bank to correct any data relating to him which is inaccurate;
 - to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - in relation to consumer credit, to request to be informed which terms 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 or correction request to the relevant credit reference agency or debt collection agency; and
 - in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, 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 Bank 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)).
- 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 (h)(v) 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.
- In the event any amount in an account is written-off due a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (h)(v) 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 customer with evidence to the credit reference agency, whichever is earlier.
- The Bank may have obtained a credit report on the Data Subject and any of its sureties or guarantors from a credit reference agency in considering any application for credit. In the event the Data Subject or any of its sureties or guarantors wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- Furthermore, the Bank may from time to time access data about a Data Subject and any of its sureties or guarantors held with a credit reference agency in the course of a review of its facilities so as to facilitate the Bank's consideration of all or any one or more of the matters specified below:
 - i. an increase in the credit amount;
 - ii. the curtailing of credit (including the cancellation of credit or a reduction in the credit amount); and
 - the putting in place or the implementation of a scheme of arrangement with the Data Subject.
- In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- Data of a Data Subject may be processed, kept and transferred or disclosed in and to any country as the Bank or any person who has obtained such data from the Bank referred to in (e) above considers appropriate. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.

- The person to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:

The Data Protection Officer
BDO Unibank, Inc., Hong Kong Branch
G/F, Euro Trade Centre
13-14 Connaught Road Central
Hong Kong

- Nothing in the Notice shall limit the rights of Data Subjects under the Ordinance.

Schedule II

General Notice

- a. BDO Unibank, Inc. Hong Kong Branch ("BDOUB-HK"), the recipient of your data, account information or records is authorised to disclose to its outsourcing agents including BDO Unibank, Inc. Head Office, service providers and/or contractors.
- b. BDOUB-HK may transfer any such data, account information or records to any of its service provider and/or contractors (whether situated in or outside the Hong Kong Special Administrative Region) for the purpose of data processing or providing any service to you.
- c. All data relating to you collected by BDOUB-HK from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the policies of BDOUB-HK on use and disclosure of data set out in statements, circulars, terms and conditions or notices made available by BDOUB-HK to you from time to time.
- d. The terms in Schedule I of this Notice shall, so far applicable and where necessary with such modifications or adaptations, apply and form part of this Schedule II.

[In case of discrepancies and inconsistencies between the English and Chinese versions, the English version shall apply and prevail.]
version March 2013

Request for opt-out from use of personal data in direct marketing

To: BDO Unibank, Inc. - Hong Kong Branch
G/F, Euro Trade Centre
13-14 Connaught Road Central
Hong Kong

Attn: The Data Protection Officer

Please check the boxes below where applicable.

- I understand that the Bank may provide my personal data to other persons for their use in direct marketing, whether or not such persons are members of the Bank's group. I do not wish the Bank to provide my personal data to any other persons for their use in direct marketing.
- I understand that the Bank may provide my personal data to other persons for their use in direct marketing in return for money or other property, whether or not such persons are members of the Bank's group. I do not wish the Bank to provide my personal data to any other persons for their use in direct marketing in return for money or other property.
- I do not wish the Bank to use my personal data in direct marketing.

The above represents your present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by you to the Bank prior to this application.

Please note that the above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Notice to Customers relating to the Personal Data (Privacy) Ordinance, effective as at 1 April 2013. Please refer to the 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.

Name: _____

Account No.: _____ or

HKID/Passport No: _____

Date: _____

通知

[金融銀行有限公司] (本行)

表1

致客戶關於個人資料(私隱)條例(“條例”)的通知

- 客戶及其他個人人士(包括但不限於銀行/金融服務及信貸融通的申請人、擔保人、為銀行融資提供抵押或擔保的人士、公司客戶的股東、董事、職員及經理、以及其他合約對手方)(合稱為“資料當事人”,每人為一位“資料當事人”)須不時就下列事宜向本行提供有關資料:
 - 開立或延續賬戶;
 - 建立或延續銀行信貸融通;
 - 由本行或透過本行提供的銀行、金融、投資、保險或其它服務;或
 - 遵從適用於本行或本行任何其他集團成員或其他地區的法律、規例及法庭命令。
- 若未能向本行提供該等資料,可能會導致本行無法開立或延續賬戶或設立或延續銀行信貸融通或提供銀行、金融、投資、保險或其他服務,無法接受或繼續向本行提供物質或服務,以及無法遵從香港或其他地區的任何法律、規例或法庭命令。
- 於本行日常業務過程中,就持續本行與資料當事人的關係,本行亦會收集資料當事人之資料,例如,當資料當事人簽發支票、存款、申請信貸、透過信用卡進行交易、給予指示、獲得或以其他方式使用本行服務。從信貸資料服務機構獲得的資料亦包括在內。
- 資料當事人之資料可能用於以下任何一項或多項用途(不論是在香港境內或境外):—
 - 處理資料當事人銀行、金融、投資、保險或其他服務及信貸融通的申請;
 - 為資料當事人提供銀行、金融、投資、保險或其他服務及信貸融通的日常運作;
 - 保存資料當事人的信貸記錄,以供目前及今後參考;
 - 為信貸資料服務機構提供相關資料;
 - 當作出信貸融通、產品及服務申請時及最少一年一次對信貸的定期調查或特別調查時,對資料當事人進行信貸調查;
 - 設立及維持本行的信貸及風險評分模式;
 - 向其他金融機構、認可的信貸資料服務機構、信貸徵詢服務機構或其他人士提供資料當事人的信貸報告或其賬戶或銀行參考資料;
 - 協助其他金融機構進行信用調查及追討欠債;
 - 確保資料當事人持續維持可靠信用;
 - 研究及設計資料當事人使用的銀行、金融、保險、證券及投資、信貸、借貸、自動提款機服務及其信用卡服務或其他相關產品;
 - 確定本行對資料當事人或資料當事人對本行的欠債金額;
 - 強制執行資料當事人所負義務,包括但不限於向資料當事人就其義務提供抵押、擔保、彌償責任或其他為其提供信用支持的人士追收欠款(合稱為“提供信用支持人士”);
 - 履行根據下列適用於本行或其任何其他集團成員或本行或其任何其他集團成員被期望遵守的就披露及使用資料的義務、規定或安排:
 - 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律;
 - 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導;
 - 本行或其任何其他集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關,或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動,而向該等本地的法律、監管、政府、稅務、執法或其他機關、或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其後承諾;
 - 遵守本行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資 動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資料的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排;
 - 致使本行或本行任何其他集團成員及本行全部的或任何部分業務及股票的實際或預期受讓方、承讓方及繼承方,或本行對資料當事人的權利及/或義務的實際或預期受讓方、承讓方、參與方或附屬參與方(包括但不限於本行對資料當事人的權利及/或義務的實際或預期取得抵押、轉讓或其他抵押或附屬抵押的人士)有能力對有關繼承、受讓、承讓、參與、附屬參與或買賣所涉交易(包括但不限於任何抵押或附屬抵押安排)作出評估;
 - 與上述有關的任何其他用途,但不局限於上述所概括之用途。本行可採取“配對程序”(其定義見於條例)(不論是否為對資料當事人採取不利行動之目的)及根據以上全部或任何一項用途進行資料比較;及
 - 有關本行使用閣下資料於市場宣傳推廣的政策,請參考(g)段。
- 本行持有的資料當事人資料將予以保密,但本行可就以上(d)段列明的用途把該等資料提供予下列各方(不論是在香港境內或境外的)(有關本行為市場宣傳推廣之目的分享個人資料的政策指引,請參考(g)段):—
 - 本行任何其他集團成員;
 - 就本行業務運作向本行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商(不論此人士是否本行集團成員);
 - 任何對本行負有保密責任的其他人士或實體,包括承諾保密該等資料的本行集團成員;
 - 付款銀行向出票人提供已付款支票的副本(而其中可能載有收款人的資料);
 - 任何存款入資料當事人賬戶的人士或實體(被提供的存款收據可能含有資料當事人的姓名及/或賬戶詳情);
 - 信貸資料服務機構,以及在資料當事人欠帳時,則可將該等資料提供給追討欠款公司;
 - 為於香港或其他地方的訴訟、仲裁、調查、監管程序之目的需要獲得資料的人士或實體;

- 本行或其任何其他集團成員根據對本行或其他集團成員具法律約束力或適用的任何法律規定、或根據及為符合任何法律、監管、政府、稅務、執法或其後機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或其任何其他集團成員遵守的任何指引或指導，或根據本行或其任何其他集團成員向本地或外地的法律、監管、政府、稅務、執法或其後機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其後方式被要求向其披露該等資料的任何人士或實體；
- 本行或其任何其他集團成員及本行全部的或任何部分業務及股票的實際或預期受讓方、承讓方及繼承方，或本行對資料當事人的權利及 / 或義務的實際或預期受讓方、承讓方、參與方或附屬參與方（包括但不限於本行對資料當事人的權利及 / 或義務的實際或預期取得抵押、轉讓或其他抵押或附屬抵押的人士）；
- 任何實在或預期的提供信用支持人士；
- 與資料當事人已有或擬有業務來往的金融機構及商業收購公司；及

1. 本行任何其他集團成員；
2. 第三方銀行、金融機構、承保人、卡公司、受信人、證券及投資服務供應商；
3. 第三方獎賞、會員、合作品牌及優惠計畫或其他相關服務及 / 或產品供應商；
4. 本行及本行其他集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；
5. 慈善或非牟利機構；及
6. 就以上 (d) (xvii) 段列明的用途而被本行任用之第三方服務供應商（包括但不限於郵件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及該等資料可能被轉移至香港境外。

- 就資料當事人（不論以債款人、按揭人或擔保人身分或擔保人身分，以及不論以資料當事人本人單名或與其他人士聯名方式）於2011年4月1日當日或以後的按揭及 / 或按揭申請的所有不時由本行收集或持有的有關資料，本行可能會把下列資料當事人資料（包括不時更新任何下列資料的資料）以本行及 / 或代理人的名義提供予信貸資料服務機構：

- 全名；
- 就每宗按揭的身分（即作為債款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式）；
- 香港身分證號碼或旅遊證件號碼；
- 出生日期；
- 通訊地址；
- 就每宗按揭的按揭帳戶號碼；
- 就每宗按揭的信貸種類；
- 就每宗按揭的帳戶狀況（如有效、已結束、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；
- 就每宗按揭的按揭帳戶結束日期（如適用）；
- 按揭申請日期；及
- 如有任何未償還的按揭貸款，帳戶的一般資料，連同有關該未償還的按揭貸款的欠款資料。

信貸資料服務機構將使用上述由本行提供的資料當事人（分別以債款人、按揭人或擔保人身分，及以資料當事人本人單名或與其他人士聯名方式）不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的個人信貸資料實務守則（“守則”）的規定所限）

• 在直接促銷中使用資料

本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）就此，請注意：

- i. 本行可能把本行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- ii. 可用作促銷下列類別的服務、產品及促銷標的：
 - 銀行、金融、保險、證券及投資、信貸、借貸或其他卡及相關服務及產品；
 - 獎賞、資料當事人或會員或優惠計劃及相關服務及產品；
 - 本行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - 慈善及 / 或非牟利用途的捐款及捐贈；
- iii. 上述服務、產品及促銷標的可能由本行及 / 或下列各方提供或（就捐款及捐贈而言）徵求
 - 本行任何其他集團成員；
 - 第三方銀行、金融機構、承保人、卡公司、受信人、證券及投資服務供應商；
 - 第三方獎賞、資料當事人或會員、合作品牌及優惠計畫或其他相關服務及 / 或產品供應商；
 - 本行及本行其他集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - 慈善或非牟利機構；
- iv. 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上 (g) (i) 段所述的資料提供予於以上 (g) (iii) 段所述全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）；
- v. 本行可能因如以上 (g) (iv) 段所述將資料予其他人士而獲得金錢或其他財產的回報，如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上 (g) (iv) 段所述徵求資料當事人同意或不反對時如是通知資料當事人。

資料當事人有權拒絕其個人資料被作上述市場推廣用途；若資料當事人已書面傳達他 / 她對本行使用其資料之反對至 (1) 段列出的地址，本行將不會使用他 / 她的個人資料。

根據條例及守則的條款，任何資料當事人有權：

- i. 查問本行有否持有其資料及查閱該等資料；
 - ii. 要求本行改正任何有關其不準確的資料；
 - iii. 查明本行對於資料的政策及實務及獲告知本行持有的個人資料的種類；
 - iv. 對於資料當事人信貸及按揭貸款的資料，要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及
 - v. 就本行向信貸資料服務機構提供帳戶資料（為免生疑問，包括任何帳戶還款資料），於全數清還欠帳後結束帳戶時，指示本行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料但指示必須於帳戶結束後5年內提出及於緊接終止信貸前5年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間（即緊接本行上次向信貸資料服務機構提供帳戶前不多於31日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期（如有））。
- 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇帳（因破產令導致撇帳除外），否則帳戶還款資料（定義見以上 (h) (v) 段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多5年。
 - 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款，該帳戶還款資料（定義見以上 (h) (v) 段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多5年，或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多5年（以較早出現的情況為準）
 - 根據條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。
 - 有關取出資料的要求，或更改本行所持有的資料，或有關本行之資料政策或慣例及本行所持資料的類別，請以下人士為收件人：

金融銀行有限公司香港分行
香港中環干諾道中13-14號
歐陸貿易中心地下
資料保護主任收

- 本行或向信貸資料服務機構查閱有關資料當事人的信貸報告用以考慮資料當事人之任何信貸申請。若資料當事人有意索取有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
- 本通知不會限制資料當事人在個人資料（私隱）條例下所享有的權利。

重要附註：-

- 本行可能不時修訂及 / 或調整此通知。建議資料主體從本行索取最新版本。
- 通過使用或持續使用本行之任何服務及產品，擔任或繼續擔任保證人，擔保人，資料主體被視作已接受及同意已載明之安排，及受本通知所含條款的約束，除非資料主體能提出書面的反證

表II

一般通知

- 金融銀行有限公司香港分行，你的資料，帳戶資料或記錄的接收者，獲授權向其外包代理人包括BDO Unibank, Inc.,總辦事處，服務供應商及 / 或承辦商披露。
- 為了處理資料或向你提供任何服務，金融銀行有限公司香港分行可以向其任何服務供應商及 / 或承辦商(無論位處香港特別行政區內或區外) 轉移任何資料，帳戶資料或記錄。
- 由金融銀行有限公司香港分行不時收集關於你的資料，可能會根據詳列於，並不時由金融銀行有限公司香港分行向你提供的聲明，通告、條款及條件或通知內所載之金融銀行有限公司香港分行的有關使用及披露資料的政策，可被利用或為該等用途向該等人士披露。
- 本通知表I的條款將會，在適用範圍內及需要時加以修訂或變更以適應，將適用於並構成本表II之部分。

(此翻譯文本祇供參考, 中英文本如有異意, 概以英文本作準)

Version 2013年4月

選擇拒絕在直接促銷中使用個人資料

致金融銀行有限公司
香港分行
香港中環干諾道中13-14號
歐陸貿易中心地下

資料保護主任收

如閣下不希望本行在直接促銷中使用閣下的個人資料，請在此方格內“加上剔號 。

[本行可能將閣下的個人資料提供予其他人士，以供該等人士在直接促銷中使用，不論該等人士是否本行集團成員。如閣下不希望本行將閣下的個人資料提供予任何其他人士，以供該等人士在直接促銷中使用，請在此方格內“加上剔號 。]

[本行可能將閣下的個人資料提供予其他人士，以供該等人士在直接促銷中使用(不論該等人士是否本行集團成員)，以獲得金錢或其他財產的回報。如閣下不希望本行將閣下的個人資料提供予任何其他人士供該等人士在直接促銷中使用，以獲得金錢或其他財產的回報，請在此方格內“加上剔號 。]

[我不希望本行用我的個人資料作直接促銷。如閣下不希望本行將閣下的個人資料在直接促銷中使用，請在此方格內“加上剔號 。]

以上代表閣下目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代閣下於本申請前向本行傳達的任何選擇。

請注意閣下以上的選擇適用於就[本表格隨附之]本行“關於個人資料（私隱）條例致客戶的通知”中所列出的☐品、服務及/或標的類別的直接促銷。閣下亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及閣下的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

姓名：_____

帳戶號碼：_____

香港身份證/護照號碼：_____

日期：_____