

SUMMARY OF MAJOR TERMS & CONDITIONS OF THE BANK OF EAST ASIA CREDIT CARD CARDHOLDER AGREEMENT

In compliance with the requirements of the Code of Banking Practice, The Bank of East Asia, Limited ("Bank") has outlined significant terms and conditions of the BEA Credit Card Cardholder Agreement ("Agreement") as follows for your particular attention:

1. Safety of the Card and Secrecy of the PIN

Upon receipt of the card, the cardholder must sign the card immediately. Cardholder should also keep the card secure and avoid disclosing the Personal Identification Number (PIN) to any other person. In case of card loss or a leak of PIN, cardholder should immediately notify the Bank. The cardholder shall be responsible and liable in full for all charges, losses, damages and / or expenses incurred arising out of the cardholder's failure to give such notification.

2. Maximum Liability for Card Loss

Provided that the cardholder has observed his obligation to notify the Bank as soon as reasonably practicable after discovering the loss, theft or disclosure of the card and / or the PIN, and has not acted fraudulently or with gross negligence, the cardholder's maximum liability for losses incurred for any unauthorised transaction(s) before notifying the Bank of such loss or theft or disclosure will be HKD500. However, the cardholder shall be held liable in full for all charges, losses, damages and / or expenses incurred if the cardholder has acted fraudulently or with gross negligence or fail to observe the obligation as aforesaid.

3. Payment

By using the card, the principal cardholder shall deem to have accepted and agreed to pay the reasonable charges and handling fees incurred for any relevant service(s) including but not limited to i) finance charge for retail purchase; ii) finance charge and handling fee for cash advance; iii) late charge iv) excess credit limit fee; v) annual fee and replacement card fee; vi) returned cheque fee and autopay reject fee; vii) charge for over-the-counter payment. All fees and charges and payment details have been specified in the Schedule of Fees & Charges. Such fees and charges and payment details shall be subject to review and amendment at the Bank's sole discretion and announced by the Bank from time to time in any manner it deems fit.

4. Expenses of Enforcement

Upon the termination of the Agreement for any reason whatsoever, the cancelled card must be surrendered to the Bank and the whole amount outstanding owed to the Bank and any outstanding card transactions incurred prior to such termination but not yet charged to the card account have to be settled immediately. In the event that the cardholder defaults in payment, becomes bankrupt, insolvent or dies, the cardholder or his estate shall be liable to settle such amount outstanding immediately and shall reimburse the Bank's costs and expenses of recovery and enforcement, which are of a reasonable amount and reasonably incurred, including legal fees, collection agency handling fees and other expenses. The Bank also reserves its right to impose a finance charge at its prevailing rate pending repayment in full by the cardholder.

5. Responsibility to Examine Statements

The cardholder must notify the Bank of unauthorised transaction(s) posted to the credit card account monthly statement within 60 days from the statement date, failing which, the statement shall be conclusive.

6. Bank's Right of Set-off

The Bank may at any time and without prior notice, combine or consolidate the outstanding balance on the cardholder's credit card account with any other account(s) which the cardholder maintains with the Bank and set-off or transfer any sum in or towards discharge of the total amount owed to the Bank. For supplementary cardholder(s), the Bank shall only set off the liabilities and the amount(s) owed for the use of the supplementary card(s) against the credit balance(s) held in any / all other account(s) of that particular supplementary cardholder, but excluding the liabilities and the amounts owed by the principal cardholder or other supplementary cardholder(s).

7. Cardholder's Liability

While the principal cardholder shall be liable for any / all liabilities and any / all amounts owed through usage of the card and for any / all supplementary card(s) to the Bank, the supplementary cardholder(s) shall only be liable for all liabilities and amounts attributable to his / her / their own use of his / her / their card.

8. Cardholder's Right of Card Termination

Whereas the Bank may cancel cardholder's credit card account at any time, principal cardholder or supplementary cardholder may also terminate the use of the card by a written notice to the Bank accompanied by the return of the card(s) cut in halves.

9. Bank's Amendments on the Agreement

The Bank reserves the right to alter and amend the terms and conditions stipulated in this Agreement including but not limited to the applicable credit limit of the account, payment requirement, interest rates, services charges, annual fee and other fees from time to time with prior notice to the cardholder in any manner the Bank deems appropriate, to be effective irrespective of whether the cardholder has actual notice or knowledge thereof. And the supplementary cardholder is deemed to be notified of the same.

Please note that the above summarized terms and conditions are for reference only and you should read the full version of the Agreement which shall prevail in the event of discrepancy.

The use of the card will constitute cardholder's acceptance to the Agreement and the cardholder will be bound by it. The full version will be available in all branches of the Bank. For any enquiries, please call the Bank's Credit Card Customer Services Hotline at 3608 6628.

東亞銀行信用卡持卡人合約主要條款及細則摘要

為配合《銀行業操守則》的規定，東亞銀行有限公司(本行)謹將本行信用卡持卡人合約(持卡人合約)中闡述的持卡人責任及條款概述如下。

1. 信用卡及私人密碼的安全

各持卡人於收到信用卡時，必須立即簽署該卡，並於任何時候妥為保管信用卡及將私人密碼保密。如過信用卡遺失或被竊或密碼外洩，必須立即通知本行。否則，持卡人將須按持卡人合約的承擔因此而引起之一切責任。

2. 遺失信用卡或私人密碼外洩的最高責任

只要持卡人已履行持卡人合約內的責任在信用卡遺失或被竊或密碼外洩時能夠在行情下儘快通知本行，並且無欺詐行為或嚴重疏忽，則持卡人就本行接獲信用卡遺失或被竊或密碼外洩的通知之前所產生的信用卡賬戶損失的最高責任限額為港幣500元。如若涉及欺詐行為或嚴重疏忽或未履行上述責任，則持卡人須承擔所有損壞、損失及費用與全數的責任。

3. 財務費用及服務費

在使用信用卡時，主卡持卡人須繳付有關服務衍生之手續費及合理費用。其中包括但不限於下列費用：i) 購物簽賬財務費用；ii) 現金透支財務費用及手續費；iii) 逾期手續費；iv) 超出信用額費用；v) 年費及補發新卡費；vi) 退票及自動轉賬退回手續費；vii) 銀行櫃位繳付賬項手續費。所有費用及繳款之詳情已列明於服務收費概覽，本銀行得不時修訂此等費用及繳款之內容，但本銀行認為適當之方式通知持卡人。

4. 強制執行的費用

無基於任何理由，此合約一旦終止後，經註銷之信用卡賬項還本行；而賬戶內之全部欠款及未還註入持卡人賬戶但於此合約被終止前已作交易項目款額須立即清付。如持卡人未能或無力履行還款責任，宣告破產、無力清付或逝世，持卡人或其遺產承辦人須負責立刻清償欠款及承擔一切有關本行追收債項時所產生之合理費用，包括律師費、收賬費用及其他費用。在此債項尚未全數償清前，本行保留對該賬戶繼續收取財務費用之權利。

5. 審閱結單之責任

如月結單有任何賬目錯誤，持卡人須於月結單日起計60天之內通知本行；否則，本行則視該月結單為正確詳實。

6. 本行的抵銷權

本行可隨時不經預先通知，按本行記錄將屬於持卡人的任何存款作抵銷其本身使用之賬項或信用卡之欠款，而並不會被用作抵銷主卡或其他附屬卡持有人的債務。

7. 主卡及附屬卡持卡人的責任

主卡持卡人須對此信用卡及所有附屬卡對本行所欠之賬項及銀碼負責。附屬卡持卡人僅須負責其本身的交易賬項和義務，對主卡持卡人及其他附屬卡持有人的賬項均不負責。

8. 終止信用卡賬戶的權利

本行可於任何時候取消持卡人的信用卡賬戶。而主卡或附屬卡持卡人亦可隨時以書面通知本行終止行使其信用卡，並同時交還已發給之信用卡予本行。

9. 持卡人合約的修訂

本行保留隨時修改本合約條款及細則之權利，包括(但不限於)調整有關之信貸限額、還款規則、利息息率、服務費、年費及其他費用，並以本行認為適當之方式事先通知持卡人。唯通知一旦發出，不論持卡人收到與否，主卡及附屬卡持卡人均作已知悉論。

上述條款及細則摘要僅供閣下參考，一切條款及細則概以持卡人合約全文為準，請詳加閱覽。

信用卡一經使用，將構成持卡人同意受持卡人合約條款及細則約束。如需要持卡人合約全文，請於本行任何一間分行索取。如有任何查詢，請致電東亞銀行信用卡客戶服務熱線3608 6628。

The Personal Data (Privacy) Ordinance - Personal Information Collection (Customers) Statement

In compliance with the Personal Data (Privacy) Ordinance ("the Ordinance"), the Bank of East Asia Group ("the Group") would like to inform you of the following:

- From time to time, it is necessary for customers to supply the Group with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and other financial services.
- Failure to supply such data may result in the Group being unable to open or continue accounts or establish or continue banking facilities or provide banking and other financial services.
- It is also the case that data are collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money.
- The purposes for which data relating to a customer may be used are as follows: -
 - the daily operation of the services and credit facilities provided to customers; (ii) conducting credit checks 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; (iii) creating and maintaining the Group's credit scoring models; (iv) assisting other financial institutions to conduct credit checks and collect debts; (v) ensuring ongoing credit worthiness of customers; (vi) designing financial services or related products for customers' use; (vii) marketing services or products of the Group and / or selected companies, (viii) determining amounts owed to or by customers; (ix) collection of amounts outstanding from customers and those providing security for customers' obligations; (x) meeting the requirements to make disclosure under the requirements of any law binding on the Group or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Group or any of its branches are expected to comply; (xi) enabling an actual or proposed assignee of the Group, or participant or sub-participant of the Group rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and (xii) purposes relating thereto.
- Data held by the Group relating to a customer will be kept confidential but the Group may provide such information to the following parties for the purposes set out in paragraph (4) -
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Group in connection with the operation of its business; (ii) any other person under a duty of confidentiality to the Group including a group company of the Group which has undertaken to keep such information confidential; (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; (iv) credit reference agencies, and, in the event of default, to debt collection agencies; (v) any person to whom the Group is under an obligation to make disclosure under the requirements of any law binding on the Group or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Group or any of its branches are expected to comply; (vi) any actual or proposed assignee of the Group or participant or sub-participant or transferee of the Group rights in respect of the customer; and (vii) selected companies for the purpose of informing customers of services which the Group believes will be of interest to customers.
- Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right: -
 - to check whether the Group holds data about him and of access to such data; (ii) to require the Group to correct any data relating to him which is inaccurate; (iii) to ascertain the Group's policies and practices in relation to data and to be informed of the kind of personal data held by the Group; (iv) 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 a data access and correction request to the relevant credit reference agency or debt collection agency; and (v) in relation to data which has been provided by the Group to a credit reference agency, to instruct the Group upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days, the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Group, whichever is earlier.
- In accordance with the terms of the Ordinance, the Group has the right to charge a reasonable fee for the processing of any data access request.
- The person to whom requests for access to data or correction of data or for information regarding the Group Privacy Policy (Customers) Statement and kinds of data held are to be addressed is as follows: -

The Group Data Protection Officer	Telephone : 3608 3608
The Bank of East Asia Group	Fax : 3608 6173
20th Floor, Bank of East Asia Building	Website : www.hkbea.com
10 Des Voeux Road Central	
Hong Kong	
- The Group may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Group will advise the contact details of the relevant credit reference agency.
- Nothing in this Statement shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

個人資料(私隱)條例 一 個人資料收集(客戶)聲明

依從個人資料(私隱)條例(下稱「條例」)，東亞銀行集團(下稱「本集團」)現通知 貴客戶以下細則：

- 客戶在開立或延續戶口、建立或延續銀行信貸或銀行提供服務時，需要不時向本集團提供有關的資料。
- 若未能向本集團提供該等資料可能會導致本集團無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務或其他金融服務。
- 客戶與本集團在延續正常業務運作中，本集團亦會收集客戶的資料，例如，當客戶開出支票或存款時。
- 客戶的資料可能會用於下列用途：
 - 提供服務和信貸便利給客戶之日常運作；(ii) 在客戶申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；(iii) 審計及維持本集團的信貸分級模式；(iv) 協助其他財務機構作信貸評估及追討債務；(v) 確保客戶維持可靠信用；(vi) 設計為客戶使用的財務服務或有關產品；(vii) 推廣本集團及 / 或經提議之公司的服務或產品；(viii) 計算本集團與客戶之間的債務；(ix) 向客戶及為客戶的責任提供抵押的人士追收欠款；(x) 本集團或其任何分行為履行任何對其有約束力的法例的規定而作出披露，或為依從及履行任何預期本集團或其任何分行會遵從的監管或其他機構發出的指引而作出披露；(xi) 使本集團的實在或建議承辦人，或本集團對客戶的權利的參與人或附屬參與人詳查圖成為轉讓，參與或附屬參與的交易；及 (xii) 以上述有關的用途。
- 本集團會對其所有的客戶資料保密，但本集團可能會把該等資料提供給下述各方作第(4)段列出的用途：
 - 任何代理人、承辦人，或向本集團提供存取、電話、電郵、付款或證券結算或其他與本集團業務運作有關的服務的第三方服務機構；(ii) 在提供服務時，本集團的負責人員，包括本集團內已承諾提供資料保密的公司；(iii) 付該銀行向出票人提供已付款支票的副本(而其中可能載有有關收款人的資料)；(iv) 信貸資料服務機構，而在支付欠款時，則可將該等資料提供給收數公司；(v) 本集團在根據對本集團或其任何分行具法律約束力的規定下或為依從及履行任何預期本集團或其任何分行會遵從的監管或其他機構所發出的指引而有責任對任何人作出披露；(vi) 本集團的實在或建議承辦人或就本集團對客戶的權利的參與人或附屬參與人或受讓人；及 (vii) 經挑選之公司，用作知會客戶有關本集團相信該客戶會感興趣的服務。
- 根據條例中的條款及根據條例核准和發出的個人資料資料服務守則，任何個人有權：
 - 查核本集團是否持有他的資料及查詢該等資料；(ii) 要求本集團改正任何有關他的不準確的資料；(iii) 申明本集團對於資料的收集及處理和報告知本集團持有的個人資料種類；(iv) 查詢並獲本集團同意；(v) 例向信貸資料機構或收數公司查詢他的個人資料詳情；及 (vi) 要求本集團提供進一步資料，以便有關信貸資料機構或收數公司追查及更正資料。
- 於悉數清償欠款而結束賬戶時，指示本集團要求該信貸資料機構，從資料庫刪除本集團曾經提供的賬戶資料，惟是項指示須於結束賬戶後5年內發出，而該賬戶在緊接結束之前5年內，並無拖欠超過60天的記錄。假如該賬戶有拖欠超過60天的記錄，信貸資料機構可以保留有關記錄，直至欠款悉數清償之日起計滿5年為止，或本集團接獲的解除破產令生效日期起計滿5年為止，以較早發生者為準。
- 根據條例的條款，本集團有權就處理任何查詢資料的要求收取合理費用。
- 任何關於更改或改正資料，或索取關於本集團的私隱政策(客戶)聲明或所持有的資料類型的要求，應向下列人士提出：

香港中環德輔道中10號	電話：3608 3608
東亞銀行大廈20樓	傳真：3608 6173
東亞銀行集團	網址：www.hkbea.com
集團資料保障主任	
- 本集團在批核信貸申請時，可能參考由信貸資料機構提供有關客戶的信貸報告。假如客戶有意索取有關報告，可要求本集團提供有關信貸資料機構的聯絡詳情。
- 本聲明不會限制客戶在個人資料(私隱)條例下所享有的權利。

(文義如有歧異，以英文本為準)