



## DECLARATION OF CREDIT FACILITIES

Do you have any (including all loan applications which are being processed) 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 the Company, the Bank and any of their respective employees or agents 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 or the Bank and/or have previously supplied any data to the Company or the Bank 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 agree to notify the Company and/or the Bank 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 new documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). I/We acknowledge that the Company or the Bank 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 or the Bank to disclose any information regarding me/us and/or this application and/or my/our account(s) with the Company to (i) the Company's or the Bank's employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties employed by the Company or the Bank to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) the Bank and its subsidiaries; and (iv) any third party whose name or logo appears on the Card.

I/We agree and understand that the information held by the Company or the Bank 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 or the Bank 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 & 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 the Company or the Bank and certain of their related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time)) (the "DPN"), and agree to be bound by them (if applicable).

I/We understand that the Company does not engage with any financial intermediary and the 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 have I/We provided any personal information to a financial intermediary or third party for procuring, negotiating, obtaining or applying for this credit card.

Where I am/we are currently a BOC main cardholder, in consideration of the Company considering this application, I/we agree that: (a) the credit card user agreement which currently governs my/our use of the BOC main card (the "Original Terms") are amended in ways as indicated in the summary of changes setting out the changes to the Original Terms available at [www.bochk.com/creditcard/bocci/agt/summary\\_of\\_changes\\_eng.pdf](http://www.bochk.com/creditcard/bocci/agt/summary_of_changes_eng.pdf) (the "Summary of Changes"). Such amendments include the addition of the Bank as a party to the Original Terms (in order that the Bank may provide certain tele-services, online services and biometric authentication services (all in relation to the credit card) directly to me/us), and the extension of our/my indemnity obligations so that they cover the Bank; (b) I/we have read and understand the Summary of Changes and the enclosed «Important Terms & Conditions of BOC Credit Card»; and (c) the Credit Card Agreement will be effective and binding on me/us and applicable to all of my/our credit cards issued by the Company upon the approval of the new credit card by the Company and the Bank which I am/we are applying for under this application.

In accordance with and without limiting the generality of the Credit Card Agreement and the DPN, I understand that the Bank, the Company and any of their respective employees or agents may collect and use my personal data. In particular, I understand that the Company and the Bank intend to use my personal data for direct marketing in accordance with paragraph 10 of the DPN, but they may not so use my personal data unless they have received my consent. Should I find such use of my personal data not acceptable, my objection is indicated before signing by ticking the box below.

**I do not wish** the Company and the Bank 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 I return this Form without ticking any of the above boxes, I understand it means that I do not wish to opt-out from any form of the Company's and the Bank's direct marketing.**

To improve and provide more comprehensive services to customers, I understand that **the Company and the Bank** may provide my 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. I understand that I should tick "✓" this box if I **do not wish the Company and the Bank** to provide my personal data to the above persons for the above purposes.

\*The "Group" means the Company or the Bank (as applicable) and their respective holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's or the Bank's holding companies, wherever situated.

I understand that the above represents my present choice regarding whether or not to receive direct marketing materials, and the Company's and the Bank's intended provision of my personal data to other members of the Group\* and other persons^ for their use in direct marketing. This replaces any choice communicated by me to the Company and the Bank prior to this application.

^The above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the DPN. I have read and understood the content of the said DPN and am aware of the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

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



## Co-branded Cards of the Designated Associations

BOC Credit Card (International) Limited and the designated associations proudly present to you the “BOC HKGCC Visa Platinum Card”, “BOC CGCC Dual Currency Platinum Card”, “BOC FHKI Dual Currency Platinum Card”, “BOC CMA Dual Currency Platinum Card” and “BOC HKCIEA Dual Currency Platinum Card” and offer you the spending convenience and shopping fun.



Perpetual annual fee waiver for main cards and additional cards.

### Exclusive offers for BOC Dual Currency Platinum Cards

Offers are applicable to the “BOC CGCC Dual Currency Platinum Card”, “BOC FHKI Dual Currency Platinum Card”, “BOC CMA Dual Currency Platinum Card” and “BOC HKCIEA Dual Currency Platinum Card”.

#### • Dual Currency in one card for greater flexibility

BOC UnionPay Dual Currency Platinum Card consists of both Renminbi (RMB) and Hong Kong Dollar (HKD) credit card accounts. Transactions conducted in the mainland will be settled in RMB while those transactions conducted in Hong Kong and overseas will be settled in HKD, enabling you to save currency conversion cost.

#### • 0% handling fee for overseas spending

You can enjoy 0% handling fee offer for overseas spending for even greater shopping pleasure.

#### • Contactless payment function for the public transport systems stands you in good stead

Swipe the card to take the Guangzhou-Shenzhen China Railway Highspeed Rail; Ride the Guangzhou/Shenzhen Metro simply by a single swipe; Swipe the card or scan the Mobile QR Code to get across the Hong Kong–Zhuhai–Macau Bridge; Support mobile payment for designated routes for High Speed Rail/Bus/Ferry and Shenzhen Taxi.

#### • Flexible payment of various types of bills online in the Greater Bay Area

You can simply access Cross-border Bill Payment Service via BoC Pay/BOCHK mobile application to make payment of various types of public service bills such as water, electricity, fuel and television fees in the Greater Bay Area anytime anywhere with your BOC Dual Currency Card! Click [www.bochk.com/creditcard](http://www.bochk.com/creditcard) for further details about “Accepting Merchants”.

#### Exclusive Offer for “BOC HKGCC Visa Platinum Card”

Enjoy 30% discount on knowledge-based HKGCC events by paying with the “BOC HKGCC Visa Platinum Card”.

Download  BoC Pay and bind BOC UnionPay Dual Currency Credit Card to enjoy

- QR code payment in Hong Kong and Mainland China
- Real-time fund transfer & Bill payment
- Cross-border remittance
- Offset spending with Gift Points from just HK\$1



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

BOC Credit Card  
24-hour Promotion Hotline:  
2108 3288  
Website: [www.bochk.com](http://www.bochk.com)

Please Follow WeChat ID



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Terms and Conditions are applicable to the above offers and services. For details and other BOC Credit Card Privileges and Offers, please visit [www.bochk.com/creditcard](http://www.bochk.com/creditcard).

## TERMS & CONDITIONS OF PROMOTIONAL OFFERS

1. The promotion period runs from now until 31 December 2022.
2. No person other than the cardholder and the BOC Credit Card (International) Ltd. (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.
3. The Company reserves the right to change, suspend or terminate the welcome offers, and to amend the relevant terms and conditions at its sole discretion without prior notice.
4. In case of any dispute(s), the decision of the Company shall be final.
5. In case of any discrepancy (ies) between the Chinese and the English versions of the 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/ Credit Card Agreement ("User Agreement") which impose significant liabilities and obligations on you are summarised below for your particular attention. Please note that the below summarized terms and conditions are for reference only, the provisions in the User Agreement shall prevail in the event of discrepancy. 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 "Company") in Hong Kong and on the Company's website which can be accessed via the following link: [www.bochk.com/creditcard](http://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 or the use of any of the Services 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 purchases of goods and/or services and/or cash advances 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 the Company's website which can be accessed via the following link: [www.bochk.com/creditcard](http://www.bochk.com/creditcard) or any other webpage designated by the Company from time to time.
5. You will receive a statement of account and/or e-statement on a monthly or other periodic basis, except where there is no new transaction since the last statement. You shall promptly examine the transactions shown on the statement and/or e-statement carefully and notify the Company in writing of any error or unauthorized transactions within 60 days from the date of the statement and/or e-statement. Otherwise, we shall be entitled to treat all transactions shown on the statement and/or e-statement as correct, conclusive and binding on you and you shall be deemed to have waived any right to raise any objection.
6. You should repay the outstanding balance as shown on the statement and/or e-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 and/or e-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, the device for accessing online service and the device for storing e-wallet Card (together, the "devices") safe and the PIN and any of your security details in relation to the credit card services (together, the "Access Data") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company and/or Bank of China (Hong Kong) Limited (the "Bank") to prevent fraud. You shall report as soon as reasonably practicable to the Company and the police upon the occurrence of any loss, theft, suspected unauthorized use or disclosure of the Card and/or Access Data 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 the Company to you from time to time. The application of this maximum limit is confined to loss specifically related to the Account.

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, the devices, and/or any of the Access Data 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 unauthorized use of the Card involves the use of your Access Data or device with your knowledge, or if you fail to report to the Company as soon as reasonably practicable.
10. The main cardholder shall be liable to the Company for any and all transactions effected and/or liabilities incurred by the main cardholder and additional cardholders by 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 the Company, 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 the Company 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 the Company, you shall repay all sums due to the Company immediately upon demand of the Company.
13. You irrevocably authorise the Company to combine and set-off all or any of your accounts with the Company at any time and from time to time.
14. You irrevocably authorize and instruct the Bank with which you may have account(s) to debit and pay to the Company the credit balance of such account(s) (whether held singly or jointly with others, and whether or not such amount has matured or is due and payable) for the satisfaction of any of your liability to the Company without prior notice upon our request.
15. In respect of your liabilities for collection costs and legal expenses, the Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time against you to enforce repayment. You shall indemnify the Company 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 the Company 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.

In the case of discrepancies between the English and Chinese versions, the English version shall prevail unless otherwise provided in the User Agreement.

Last update: January 2021

## CONTACTLESS PAYMENT FUNCTION

1. The "BOC HKGCC Visa Platinum Card" is a credit card with built-in contactless payment function. It provides you with hassle-free card spending worldwide where Visa payWave contactless is accepted. 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](http://www.visa.com.hk).
2. The "BOC CGCC Dual Currency Platinum Card", "BOC FHKI Dual Currency Platinum Card", "BOC CMA Dual Currency Platinum Card" and "BOC HKCIEA Dual Currency Platinum Card" with the UnionPay QuickPass contactless payment function provide you with hassle-free card spending worldwide where UnionPay QuickPass is accepted. Simply tap the card against the reader to settle any transaction of HK\$/CNY1,000 or below without the need of signature verification. For details, please visit [www.unionpayintl.com/hk](http://www.unionpayintl.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 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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## DATA POLICY NOTICE

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, insured persons, 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) 3717 4635

BOC Credit Card (International) Limited

The Data Protection Officer  
BOC Credit Card (International) Limited  
15/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, 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  
4/F, BOC Yuen Long Commercial Centre,  
102-108 Castle Peak Road  
Yuen Long  
New Territories  
Hong Kong  
Facsimile: (852) 2905 1909

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.

Jan 2022

## BOC Credit Card Key Facts Statement

Interest Rates and Interest Charges	
<b>Annualized Percentage Rate (APR) for Retail Spending / Cash Advance</b>	<p>Maximum <b>35.70%*</b> for retail spending / <b>37.96%*</b> 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 <b>HK\$5 / CNY5</b> (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.</p>
<b>Overdue APR for Retail Spending / Cash Advance</b>	<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 <b>4%</b> over the basic interest rate applicable to the outstanding balance in your credit card account (bringing the APR to a maximum of <b>38.62%*</b> (for retail spending) and <b>41.12%*</b> (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>

<b>Overdue APR for Retail Spending / Cash Advance (continue)</b>	<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>	
<b>Interest Free Period</b>	<p>Up to <b>56</b> days</p>	
<b>Minimum Payment</b>	<p><b>HK\$230/CNY230</b> (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) <b>1%</b> of the remaining principal balance (excluding items from (i) to (iii) above).</p>	
Major Fees		
Annual Fee <sup>#</sup>	Main Card (per annum)	Additional Card (per annum)
Visa Infinite Card	<b>HK\$3,800</b>	<b>HK\$1,900</b>
UnionPay Diamond Prestige Card / UnionPay Diamond Card		
World MasterCard		
Visa Signature Card	<b>HK\$2,000</b>	<b>HK\$1,000</b>
Platinum Card <sup>^</sup>	<b>HK\$1,600</b>	<b>HK\$800</b>
Titanium Card	<b>HK\$550</b>	<b>HK\$275</b>
Classic Card	<b>HK\$220</b>	<b>HK\$110</b>
Private Label Card	<b>HK\$220</b>	<b>HK\$110</b>
<u>Commercial Card</u>		
Visa Infinite Card	<b>HK\$3,800</b>	N.A.
Platinum Card	<b>HK\$1,600</b>	N.A.
Gold Card	<b>HK\$480</b>	N.A.
Classic Card	<b>HK\$220</b>	N.A.

Cash Advance Handling Fee#	<b>Hong Kong Dollar Credit Card</b>
	<p><u>Hong Kong:</u></p> <ul style="list-style-type: none"> <li>• <b>4%</b> plus <b>HK\$20 (HK\$25)</b> through PLUS / CIRRUS ATM) per transaction</li> </ul> <p><u>Outside Hong Kong:</u></p> <ul style="list-style-type: none"> <li>• <b>4%</b> plus <b>HK\$20 (HK\$25)</b> through PLUS / CIRRUS ATM) per transaction</li> </ul>
	<b>UnionPay Dual Currency Credit Card</b>
	<p><u>HKD Account:</u></p> <ul style="list-style-type: none"> <li>• <b>4%</b> plus <b>HK\$20</b> per transaction</li> </ul> <p><u>CNY Account:</u></p> <ul style="list-style-type: none"> <li>• <b>4%</b> plus <b>CNY20</b> per transaction made in Hong Kong</li> <li>• <b>4%</b> plus <b>CNY25</b> per transaction made in the mainland</li> </ul>
	<p>Remark:</p> <p>Subject to a minimum of <b>HK\$100 / CNY100</b> (where applicable for HKD or CNY account respectively)</p>
<b>Fees relating to Foreign Currency Transactions#</b> (Applicable to Hong Kong Dollar Credit Card only)	<p><b>1.95%</b> 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 <b>0.95% / 0.8%</b> respectively; while for such transactions via UnionPay Dual Currency Credit Card, we will not charge any further markup.</p>

<b>Late Charge#</b>	<b>5%</b> of the minimum payment amount (subject to a minimum of <b>HK\$230 / CNY230</b> or equivalent to the minimum payment amount of your last statement, whichever is lower; and a maximum of <b>HK\$280 / CNY280</b> ) (where applicable for HKD or CNY account respectively)
<b>Overlimit Handling Fee#</b>	<b>HK\$180</b> per statement period
<b>Returned Cheque &amp; Rejected Autopay Charge#</b>	<b>HK\$100 / CNY100</b> 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](http://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 Chinese 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.
- # 6. Not applicable to BOC i-card Dual Currency Diamond Card.

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