Customer Declaration

(Mandatory For Non-Hong Kong Resident Applying For UnionPay Dual Currency Credit Card)

Notice: If the applicant of UnionPay Dual Currency Credit Card is not a holder of a Hong Kong Identity Card, the said applicant MUST fill in and sign the "Customer Declaration". Please sign at the space(s) indicated and return this "Customer Declaration" to any Bank of China (Hong Kong) Limited (the "Bank") branches.

To: BOC Credit Card (International) Limited (the "Company")

* Please circle the appropriate item

Main Card Applicant's Name	
Main Card Applicant's non-Hong Kong resident ID / Passport No*	

I, being the main card applicant, declare that: * Please "✓" the appropriate item

□ I am a **non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card**. I am not maintaining any dual currency card (including but not limited to main card and additional card) with the Company as holder of Hong Kong Identity Card.
□ I am a **non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card**. However, I was previously a **holder of Hong Kong Identity Card**, and in such identity/status applied dual currency card(s) (including but not limited to main card or additional card) with the Company and am still maintaining it/them. The dual currency card account number(s) is/ are:_____

I understand that the Company and the Bank will only accept my dual currency card application either as Hong Kong resident or non-Hong Kong resident, depending on whether I am a holder of Hong Kong Identity Card. The Company, together with the Bank, will provide credit card and other related services to me in accordance with applicable regulatory requirements from time to time, depending on my status as a Hong Kong resident or non-Hong Kong resident as declared by me. I hereby undertake that if I become a holder of Hong Kong Identity Card after the date of this declaration, I shall as soon as practicable inform the Company and the Bank of the change. I understand that the Company and the Bank will, upon receiving such notification, update its record and provide credit card and other related services according to relevant regulatory requirements applicable to my status as a Hong Kong resident. I understand that the Company may at any time and without giving any prior notice terminate or suspend my dual currency card(s) if I am or shall be in breach of my declaration and/or undertaking above, and the Company shall not be liable for any loss or claim in connection with or arising from such breach.

Signature of Main Card applicant: Date:
(Please do not alter)

_____ _____

(The signature must correspond with that
in the Application Form)

CUSTOMER COPY

Terms & Conditions and Notice for Application of BOC Credit Card

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.

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 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.

Last update: January 2021

cidcbcHKD&DC(en)202101

TERMS & CONDITIONS OF "OVER-THE-LIMIT FACILITY" FUNCTION

1. If a cardholder opt-in "Over-the-limit Facility" function, the card may exercise limited overlimit transaction. Thereupon an Overlimit Handling Fee of HK$180 (per statement cycle) will be debited to the account whenever its balance exceeds the "Combined Limit" amount specified on the monthly statement.
2. If a cardholder opt-out of "Over-the-limit Facility" function, 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.
3. If a cardholder needs to apply for "Over-the-limit Facility" function, please contact us via Online Chat or 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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CONTACTLESS PAYMENT FUNCTION

BOC Mastercard / Visa / UnionPay Dual Currency Credit Card with built-in contactless payment function provides you with hassle-free card spending worldwide where Mastercard contactless payment / Visa payWave / UnionPay QuickPass is accepted. Simply tap the card against the reader to settle any transaction of HKD / RMB1,000 or below without the need of signature verification. Enjoy convenience and speedy payment service. For details, please visit www.mastercard.com.hk / www.visa.com.hk / www.unionpayintl.com/hk.

BOC Credit Card Key Facts Statement

Effective Date : 29 October 2023

Interest Rates and Interest Charges	
Annualized Percentage Rate (APR) for Retail Spending	Maximum **35.70%*** for retail spending when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. 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 previous statement on a daily basis 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 on a daily basis until payment is made in full thereof (a minimum charge of **HK$5 / CNY5** (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.
Annualized Percentage Rate (APR) for Cash Advance	Maximum **35.31%*** for cash advance when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. 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 previous statement on a daily basis 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 on a daily basis until payment is made in full thereof (a minimum charge of **HK$5 / CNY5** (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.
Overdue APR	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 ("Overdue Payment"), Late Charge will be debited to the account, as an example of statement balance HK$50,000 and Late Charge HK$230, the maximum Retail Spending APR is **35.94%**; the maximum Cash Advance APR is **35.55%**.
Interest Free Period	Up to **56** days
Minimum Payment	**HK$230 / CNY230** (where applicable for HKD or CNY account respectively) or the summation of item (i) to (iv) (whichever is higher). (i) total outstanding billed interest, fees and charges(including annual fee that may be charged); (ii) any overdue minimum payment amount from previous monthly statement (where applicable); (iii) total of over-limit amount (where applicable) (excluding items (i) and (ii) above); and (iv) **1%** of the remaining principal balance (excluding items from (i) to (iii) above).

Fees		
Annual Fee#	Main Card (per annum)	Supplementary Card (per annum)
BOC Private Card	**HK$18,800**	**Annual fee waived**
Visa Infinite Card (Except BOC Private Card)	**HK$3,800**	**HK$1,900**
UnionPay Diamond Prestige Card / UnionPay Diamond Card		
World Mastercard		
Visa Signature Card	**HK$2,000**	**HK$1,000**
Platinum Card^	**HK$1,600**	**HK$800**
Titanium Card	**HK$550**	**HK$275**
Classic Card	**HK$220**	**HK$110**
Private Label Card	**HK$220**	**HK$110**
Commercial Card		
Visa Infinite Card	**HK$3,800**	N.A.
Platinum Card	**HK$1,600**	N.A.
Gold Card	**HK$480**	N.A.
Classic Card	**HK$220**	N.A.

Cash Advance Handling Fee#	**Hong Kong Dollar Credit Card** Hong Kong: • **4%** plus **HK$20** (**HK$25** through PLUS / CIRRUS ATM) per transaction Outside Hong Kong: • **4%** plus **HK$20** (**HK$25** through PLUS / CIRRUS ATM) per transaction
	UnionPay Dual Currency Credit Card HKD Account: • **4%** plus **HK$20** per transaction CNY Account: • **4%** plus **CNY20** per transaction made in Hong Kong • **4%** plus **CNY25** per transaction made in the mainland
	Remark: Subject to a minimum of **HK$100** / **CNY100** (where applicable for HKD or CNY account respectively)
Fees relating to Foreign Currency Transactions# (Applicable to Hong Kong Dollar Credit Card only)	**1.95%** of every transaction effected in a currency other than Hong Kong Dollars Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars You may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. For transactions settled in Hong Kong dollars and made outside Hong Kong via Mastercard / VISA Credit Card, we will charge a markup of **0.95%** / **0.8%** respectively; while for such transactions via UnionPay Dual Currency Credit Card, we will not charge any further markup.

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

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

Remarks:

*1. The Annualized Percentage Rate (APR) is computed in accordance with the guidelines laid down in The Hong Kong Association of Banks. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate.

^2. Annual fee of BOC HKUST Platinum Card is **HK$600** for main card and **HK$300** for supplementary card.

3. BOC Credit Card (International) Limited 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.

Illustrative Example

Assumptions-

- Outstanding Balance = $20,000
- Interest Rate = 32% p.a.
- No new transaction
- No annual fee, fees and/or charges other than interest charges
- The repayments are made on the last day of each month

Monthly repayment amount:	Estimated time required to pay off the balance and interest generated:	Total repayment amount:
Only the minimum payment*	14 Years	HK$63,074
Fixed payment amount HK$871	3 Years	HK$31,359 (Saving HK$31,715)

*The minimum payment of the account mentioned above is the sum total of all fees and charges, interest and 1% of the remaining statement balance or HK$230 (whichever is higher).

Please note that the calculation of above reminder is for reference only. To calculate the above information applicable to your specific case, please use our "Credit Card Repayment Calculator" accessible from our website www.bochk.com/creditcard.

PROMO-202310-001

中國銀行(香港)
BANK OF CHINA (HONG KONG)

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 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") and/or other applicable laws, including the laws within or outside the Hong Kong Special Administrative Region.

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 approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "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 credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") 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 12 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); and

      (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, subject to the data subject's separate consent (insofar as required by applicable laws), the Company may provide and disclose (as defined in the Ordinance and/or applicable laws) 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 (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;

(g) any financial institution, charge or credit card issuing company, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation company, insurance industry association and federation 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; and

(k) any person whom the data subject holds a joint account with, people who can give instructions for the data subject or anyone who is giving (or may give) security for loans of the data subject.

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. Insofar as required by applicable laws, the Company will obtain the data subject's separate consent in relation to such international transfers.

9. To the extent required by applicable laws, the Company will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by applicable laws, in accordance therewith.

10. 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 credit reference agencies:

(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.

Credit reference agencies 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, 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 databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

11. Some of the data collected by the Company may constitute sensitive personal data under applicable laws. In this case, the Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by applicable laws, such sensitive personal data will be processed with the data subject's separate consent.

12. **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; and

(d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 12(a) above to all or any of the persons described in paragraph 12(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.

13. **TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING THE COMPANY'S OPEN APPLICATION PROGRAMMING INTERFACES ("Open API")**

The Company may, in accordance with the data subject's instructions to the Company or third party service providers engaged by the data subject, transfer data subject's data to third party service providers using the Company's Open API for the purposes notified to the data subject by the Company or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

14. Under and in accordance with the terms of the Ordinance and/or applicable laws, 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);

(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 the 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)); and

(f) in accordance with applicable laws,

(i) to request the Company to delete his/her personal data;

(ii) to object to certain uses of his/her personal data;

(iii) to request an explanation of the rules governing the processing of his/her personal data;

(iv) to ask that the Company transfer personal data that he/she has provided to the Company to a third party of his/her choice under circumstances as provided under applicable laws;

(v) to withdraw any consent for the collection, processing or transfer of his/her personal data (the data subject should note that withdrawal of their consent 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); and

(vi) to have decisions arising from automated decision making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.

15. 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 14(e) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

16. 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 14(e) above) may be retained by credit reference agencies, 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(ies), whichever is earlier.

17. In accordance with the terms of the Ordinance and/or applicable laws, the Company may charge a reasonable fee for the processing of any data access request.

18. 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 Limited
The Data Protection Officer
Po Sang Securities 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
40/F, Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 2532 8216

19. The Company may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event that the data subject wishes report(s), the Company will advise the contact details of the relevant credit reference agency(ies).

20. 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.

Nov 2023

NOTICE FOR APPLICATION OF BOC CREDIT CARD

1. Applicant must be 18 years of age or older.
2. Documents submitted (including this application form)will not be returned.
3. BOC Credit Card (International) Limited ("the Company") and Bank of China (Hong Kong) Limited ("the Bank") will on the basis of your supporting documents make the final decision either to decline or approve your application and decide on the card type offered, including credit limit, without notice. The Bank will provide certain services to you as described in the Credit Card Agreement in connection with the use of the card.
4. Should the applicant be a current BOC Main Cardholder, his/her credit history and existing credit limit will be taken into consideration in the final approval and credit assessment. The credit limit should be shared among all HKD credit cards and UnionPay Dual Currency credit cards.
5. The applicant understands the application and approval of the Credit Card are subject to Rule 31 of the Banking (Exposure Limits) Rules (Cap.155 sub. Leg. S), and the loan amount is determined by the final approval decision of the Bank.
6. Remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.
7. Please refer to the Company's Card/Dual Currency Card User Circular.
8. The Company reserves the right to adjust the interest rate at any time.
9. If there is any inconsistency or conflict between the English and the Chinese versions of "Important Terms & Conditions of BOC Credit Card" and "Terms & Conditions of "Over-the-Limit Facility" Function", the English version shall prevail.

NOTICE FOR APPLICATION OF BOC PRIVATE CARD

If your BOC Private Card application is not approved, you would wish to accept a BOC Cheers Visa Infinite Card. If you are existing cardholder of BOC Cheers Visa Infinite Card, your application will be declined. The Company may, at its sole discretion, decide whether to approve your application, and whether to issue a BOC Private Card or BOC Cheers Visa Infinite Card. If your application for a BOC Private Card is not approved, the Company may issue to you a BOC Cheers Visa Infinite Card instead. If you wish to cancel your card, please call the Customer Services Hotline at 2853 8828. For promotional terms and conditions of BOC Cheers Visa Infinite Card, please refer to BOCHK website (www.bochk.com > Credit Card > Card Products > BOC Credit Card > BOC Cheers Card).

NOTICE FOR APPLICATION OF BOC CHEERS CARD

1. The Company may, at its sole discretion, decide whether to approve your application, and whether to issue a BOC Cheers Visa Infinite Card or BOC Cheers Visa Signature Card. If your application is not approved, the Company may issue to you a BOC Cheers Visa Signature Card. If you wish to cancel your card, please call BOC Credit Card Customer Services Hotline at 2853 8828.
2. A successful BOC Cheers Visa Infinite Card applicant, who also holds a BOC Cheers Visa Signature Card which **carries nil outstanding balance** of statement instalment, cash instalment and/or merchant instalment, will hold only the BOC Cheers Visa Infinite Card upon its activation and the BOC Cheers Visa Signature Card will forthwith cease to function. Please take note that once the BOC Cheers Visa Signature Card is revoked, **its related additional card(s), direct debit, autopay, autopay for insurance premium, internet bill payment, monthly stocks savings plan, monthly funds savings plan, Octopus automatic add-value service, BOC Card service and other cardholder value-added services will all cease to function. Customer wishes to resume the use of these services will have to set them up again with the BOC Cheers Visa Infinite Card.** The outstanding credit/debit balance and accrued reward Gift Points carried in the defunct BOC Cheers Visa Signature Card account will all be automatically transferred to the BOC Cheers Visa Infinite Card.
3. A successful BOC Cheers Visa Infinite Card applicant, who also holds a BOC Cheers Visa Signature Card which **carries outstanding balance** of statement instalment, cash instalment and/or merchant instalment, will hold both the BOC Cheers Visa Signature Card and the BOC Cheers Visa Infinite Card upon activation of the latter. The current card account number and facilities on the BOC Cheers Visa Signature Card will remain unchanged.
4. If you currently hold a BOC Cheers Visa Infinite Card and apply for a BOC Cheers Visa Signature Card, the Company will not process your application without prior notice.

NOTICE FOR APPLICATION OF BOC DUAL CURRENCY DIAMOND CARD

BOC Credit Card (International) Limited ("the Company") may, at its sole discretion, decide whether to approve your application, and whether to issue a BOC Dual Currency Diamond Card or BOC Dual Currency Platinum Card. If your application for a BOC Dual Currency Diamond Card is not approved, the Company may issue to you a BOC Dual Currency Platinum Card instead. If you wish to cancel your card, please call the Customer Services Hotline at 2853 8828.

NOTICE FOR APPLICATION OF BOC SOGO VISA CARD

1. The Company may, at its sole discretion, decide whether to approve your application, and whether to issue a BOC SOGO Visa Signature Card or BOC SOGO Visa Platinum Card. If your application is not approved, the Company may issue to you a BOC SOGO Visa Platinum Card. If you wish to cancel your card, please call BOC Credit Card Customer Services Hotline at 2853 8828.

2. A successful BOC SOGO Visa Signature Card applicant, who also holds a BOC SOGO Visa Platinum Card which carries nil outstanding balance of statement instalment, cash instalment and/or merchant instalment, will hold only the BOC SOGO Visa Signature Card upon its activation and the BOC SOGO Visa Platinum Card will forthwith cease to function. Please take note that once the BOC SOGO Visa Platinum Card is revoked, its related additional card(s), direct debit, autopay autopay for insurance premium, internet bill payment, monthly stocks savings plan, monthly funds savings plan, Octopus automatic add-value service, BOC Card service and other cardholder value-added services will all cease to function. Customer wishes to resume the use of these services will have to set them up again with the BOC SOGO Visa Signature Card. The outstanding credit/debit balance and accrued reward Gift Points carried in the defunct BOC SOGO Visa Platinum Card account will all be automatically transferred to the BOC SOGO Visa Signature Card.

3. A successful BOC SOGO Visa Signature Card applicant, who also holds a SOGO Platinum Card which carries outstanding balance of statement instalment, cash instalment and/or merchant instalment, will hold both the BOC SOGO Visa Platinum Card and the BOC SOGO Visa Signature Card upon activation of the latter. The current card account number and facilities on the BOC SOGO Visa Platinum Card will remain unchanged.

4. If you currently hold a BOC SOGO Visa Signature Card and apply for a BOC SOGO Visa Platinum Card, the Company will not process your application without prior notice.

NOTICE FOR APPLICATION OF BOC HENDERSON CLUB VISA CARD

1. The Company may, at its sole discretion, decide whether to approve your application, and whether to issue a BOC Henderson Club Visa Signature Card or BOC Henderson Club Visa Platinum Card. If your application is not approved, the Company may issue to you a BOC Henderson Club Visa Platinum Card. If you wish to cancel your card, please call BOC Credit Card Customer Services Hotline at 2853 8828.

2. A successful BOC Henderson Club Visa Signature Card applicant, who also holds a BOC Henderson Club Visa Platinum Card **which carries nil outstanding balance of** statement instalment, cash instalment and/or merchant instalment, will hold only the BOC Henderson Club Visa Signature Card upon its activation and the BOC Henderson Club Visa Platinum Card will forthwith cease to function. Please take note that once the BOC Henderson Club Visa Platinum Card is revoked, **its related additional card(s), direct debit, autopay, autopay for insurance premium, internet bill payment, monthly stocks savings plan, monthly funds savings plan, Octopus automatic add-value service, BOC Card service and other cardholder value-added services will all cease to function. Customer wishes to resume the use of these services will have to set them up again with the BOC Henderson Club Visa Signature Card.** The outstanding credit/debit balance and accrued reward Gift Points carried in the defunct BOC Henderson Club Visa Platinum Card account will all be automatically transferred to the BOC Henderson Club Visa Signature Card.

3. A successful BOC Henderson Club Visa Signature Card applicant, who also holds a BOC Henderson Club Platinum Card which **carries outstanding balance** of statement instalment, cash instalment and/or merchant instalment, will hold both the BOC Henderson Club Platinum Card and the BOC Henderson Club Visa Signature Card upon activation of the latter. The current card account number and facilities on the BOC Henderson Club Visa Platinum Card will remain unchanged.

4. If you currently hold a BOC Henderson Club Visa Signature Card and apply for a BOC Henderson Club Visa Platinum Card, the Company will not process your application without prior notice.

NOTICE FOR APPLICATION OF BOC SASA DUAL CURRENCY CREDIT CARD

"BOC **SaSa** Dual Currency Credit Card" **Sa Sa VIP Membership** General Terms and Conditions:

1. Upon approval of application for a "BOC SaSa Dual Currency Credit Card", the main card applicant (exclude additional card applicant) shall automatically be registered to a new Sa Sa VIP Membership and enjoy Sa Sa VIP Perpetual Membership (Perpetual waiver of annual spending requirement for enjoyment of the Sa Sa VIP membership) provided by Sa Sa Cosmetic Company Limited ("Sa Sa") during the period holding a valid "BOC SaSa Dual Currency Credit Card". Sa Sa reserves all rights to the Sa Sa VIP membership of the main card applicant.

2. "BOC SaSa Dual Currency Credit Card" is eligible at both Sa Sa shops and SaSa eshop and enjoy 5% off.

3. The cardholder shall download "SaSaHK" Mobile App, and follow the required steps to set up the Sa Sa VIP Membership account to enjoy the prestigious offers of Sa Sa VIP Membership including eCoupon, Membership Points and Birthday Treats.

4. To redeem the eCoupon, the cardholder has to show the barcode on eCoupon before settling payment. Terms and Conditions apply; for more details, please refer to the Sa Sa eCoupon page.

5. Each main card applicant can register as a new Sa Sa VIP Membership through applying "BOC SaSa Dual Currency Credit Card" and enjoy Sa Sa VIP Perpetual Membership during the period holding a valid "BOC SaSa Dual Currency Credit Card".

Sa Sa VIPINK Card Terms and Conditions:
Use of this Sa Sa VIPINK card constitutes your acceptance of the Terms and Conditions of this card and any subsequent amendments.

1. VIP Privileges

- VIP is entitled to 5% VIP purchase discount at any Sa Sa shops and Sa Sa eShop. (Such discount does not apply to selected items. Please check with Sa Sa shops or refer to Sa Sa eShop for details.)
- VIP can enjoy instant cash discount, double bonus points (upper limit: 5,000 points for net purchase) and one-time 10% discount on any purchase in Sa Sa shops during birthday month. (The offer can only be used in Sa Sa shops of Hong Kong and Macau.)
- Sa Sa VIPINK Card cannot be used in conjunction with any other privileges and promotional offers.
- VIP can purchase a maximum of 6 pieces for the same item per day using this Sa Sa VIPINK Card.
- Sa Sa VIPINK Card and "BOC SaSa Dual Currency Credit Card" must be presented upon payment in order to enjoy the VIP privileges.

2. General Terms and Conditions

- Sa Sa shall not be responsible for any losses of whatever nature due to the loss of Sa Sa VIPINK card.
- Sa Sa reserves the right to amend these terms and conditions without giving prior notice.
- Sa Sa reserves the right to verify the identity of the cardholder without notice.
- To check the accumulated purchase amount, please login SaSaHK APP, Sa Sa eShop or contact Sa Sa Customer Service Hotline (852) 2505 5023 during office hours.
- All records are based on system's data of Sa Sa.
- In case of any dispute, the decision of Sa Sa shall be final and conclusive.

TERMS AND CONDITIONS FOR HENDERSON CLUB MEMBERSHIP

Effective from January 1, 2017

(applicable to all Henderson Club members including BOC Henderson Club Visa Card cardholders)

PLEASE NOTE

The Henderson Club (the "Club") is offered and operated by Henderson Club Limited ("HCL"). These Terms and Conditions are binding on all members of the Club ("Members") including holders of credit cards issued by BOC Credit Card (International) Limited ("BOCCC") under a co-branded card arrangement ("BOC Henderson Club Co-branded Card Program") between HCL and BOCCC. These Terms and Conditions constitute a contract between HCL and each Member that governs matters relating to the Club membership ("Membership"). You should read these Terms and Conditions carefully before applying for Membership or (where applicable) a credit card under the BOC Henderson Club Co-branded Card Program ("BOC Henderson Club Visa Card"). Your application for Membership or BOC Henderson Club Visa Card represents your acceptance of these Terms and Conditions and you will be bound by them upon approval of your application. If you are a BOC Henderson Club Visa Card cardholder, BOCCC will transfer your personal data collected by BOCCC during the BOC Henderson Club Visa Card application process to HCL for the sole purpose of Membership maintenance.

OFFERING AND OPERATION OF THE CLUB AND MEMBERSHIP

1. HCL has discretion in offering and operating the Club and Membership in such manner as it considers appropriate from time to time. HCL has the right to specify and vary the features of the Club and Membership and other matters relating to them with or without giving notice or reason. These features and matters include the following:

   (a) designate one or more tiers of Membership, and the admission criteria and terms and conditions applicable to each tier; (b) how an application for Membership should be made (including the channels and means for making application); (c) offer to Members facilities, services, products, benefits and privileges (including any reward program) of any type and nature and in any manner (including through electronic means) as it considers appropriate ("Membership Benefits") and prescribe the terms and conditions governing the supply and use of the respective Membership Benefits; (d) enter into any co-branding or cooperative arrangement with any person (each, an "HCL Partner") for the purposes of the Club or Membership. HCL Partners may include BOCCC, retail merchants, service providers, real estate developers, financial institutions, credit card issuers, charitable bodies and non-profit making organisations which provide Membership Benefits or participate in any co-branded card program, promotional campaign or other events or activities relating to the Club. An HCL Partner may or may not be a subsidiary or associated company of Henderson Land Development Company Limited (Henderson Land Development Company Limited and all of its subsidiary and associated companies collectively, "Henderson Land Group"); (e) designate the eligibility criteria for Membership and Membership Benefits (including offering any tier of Membership or any Membership Benefits by invitation only); (f) prescribe expiration date for any Membership; (g) offer any Membership with or without any co-branding arrangement; (h) vary, suspend or terminate any tier of Membership or any Membership Benefits; and (i) vary, suspend or terminate the Club and all Memberships.

2. The minimum age requirement for a Member is 18 years of age.
3. HCL is entitled to approve or refuse an application for Membership without giving any reason. HCL also has the right to offer any tier of Membership by invitation only.
4. Membership does not give a Member any voting or other right relating to (i) the constitution, operation or management of HCL and/or the Club or (ii) any assets or properties of HCL and/or the Club.

MEMBERSHIP CARD

5. A membership card will be issued to each Member ("Membership Card"). The Membership Card may be issued in physical, virtual, electronic, digital and/or any other form. The Membership Card may be issued to you by HCL. A BOC Henderson Club Visa Card issued by BOCCC may also function as a Membership Card. The Membership Card is the property of HCL. The BOC Henderson Club Visa Card is the property of BOCCC. You should return the Membership Card or the BOC Henderson Club Visa Card to its issuer if requested.
6. Membership and Membership Card are for your personal use only and are not transferable. HCL has the right to require you to present your Membership Card as proof of Membership to enable you to enjoy Membership Benefits.
7. If your Membership Card or BOC Henderson Club Visa Card is lost, damaged or stolen, you should notify its issuer as soon as reasonably practicable. The issuer may issue a replacement card as it considers appropriate and reserves the right to charge the cost and a reasonable handling fee for the replacement card.

MEMBERSHIP BENEFITS

8. You may enjoy Membership Benefits subject to the terms and conditions applicable to the relevant Membership Benefits. As regards any Membership Benefits, if there is any inconsistency between the terms and conditions applicable to such Membership Benefits and these Terms and Conditions, the former shall prevail.
9. HCL has the right to offer any Membership Benefits by invitation only. HCL also has the right to revise, withdraw or terminate any Membership Benefits without giving notice or reason.
10. HCL is not responsible for the refusal of any persons including any HCL Partners to accept the Membership Card or provide Membership Benefits. HCL is also not responsible for any facilities, services, products, benefits or privileges provided by any such persons to you.
11. You should use or enjoy your Membership and Membership Benefits in good faith and in a responsible manner. You should not use your Membership, any Membership Benefits or any information or documents provided or procured by HCL for any commercial purpose or in any contentious, immoral, illegal or other inappropriate manner.

YOUR DUTY TO TAKE SECURITY MEASURES

12. You are responsible for taking reasonable steps to safeguard your Membership Card, BOC Henderson Club Visa Card and any security information (including personal identification number, password, passcode or other identification credentials) designated to control access or use of Membership Benefits.

EXCLUSION OF LIABILITY

13. HCL is not responsible to you or any other person for any loss, damage, injury, costs, charges or expenses of any kind which may be suffered or incurred as a result of or in connection with the use of your Membership or any Membership Benefits unless caused directly and solely by any negligence or wilful default of HCL or any of its officers or employees.

14. In no circumstances will HCL be responsible to you or any other person for any indirect, incidental, special or consequential loss (including any loss of benefits or property damage) arising from or in connection with its providing, or failure or delay in providing, the Membership or any Membership Benefits.

FEES AND EXPENSES

15. HCL has discretion to charge or waive fees and expenses payable by you in relation to your Membership, including where HCL provides or delivers information or documents at your request.

AMENDMENT OF TERMS AND CONDITIONS

16. HCL has the right to amend these Terms and Conditions from time to time by giving notice to you in any manner it considers appropriate. If HCL does not receive your request to terminate your Membership with effect before the effective date of the amendments, you shall be bound by such amendments.

TERMINATION OF MEMBERSHIP OR THE CLUB

17. Termination of Membership by you

    (a) Subject to Clause 17(b) below, you may terminate your Membership at any time by giving HCL at least 21 days advance notice in writing and returning to HCL your Membership Card. (b) Where you hold a BOC Henderson Club Visa Card, you may have to terminate your BOC Henderson Club Visa Card in order to terminate your Membership. In that case, you have to follow the terms and procedures prescribed by BOCCC for terminating your BOC Henderson Club Visa Card. (c) Whether you terminate your Membership in the manner set out in Clause 17(a) or 17(b) above, HCL will notify you of the effective date of termination of your Membership as soon as reasonably practicable.

18. Termination or suspension of Membership by HCL

    (a) HCL has the right, if it considers reasonable or appropriate, to terminate or suspend your Membership at any time. These cases may include your failure to perform your obligations under these Terms and Conditions or otherwise in relation to your Membership, or your conduct, behaviour or inaction having actual or potential adverse effect on HCL and/or the Club or being or is likely to be prejudicial to the interests of HCL and/or the Club. Any decision of HCL to terminate or suspend your Membership is final, conclusive and binding on you. Upon the termination or suspension of your Membership by HCL, HCL is entitled not to accept your BOC Henderson Club Visa Card as Membership Card. (b) Without reducing or limiting HCL's right in Clause 18(a) above, HCL may terminate your Membership by giving you reasonable advance notice in writing without giving any reason.

19. Termination or suspension of the Club or any tier of Membership by HCL

    HCL has the right to terminate or suspend the Club or any tier of Membership at any time if it considers reasonable or appropriate without giving reason. HCL may where practicable (but is not under any obligation to) give reasonable advance notice to the affected Members.

20. Consequences of termination or suspension

    (a) Neither HCL nor any of its shareholders, directors or other officers is liable for any claim or compensation of any nature to you or any other person in connection with termination or suspension of your Membership, any tier of Membership or the Club. (b) Upon termination or suspension of your Membership, any tier of Membership or the Club, your Membership Benefits and the Membership Benefits of the affected Members will be terminated subject to any alternative arrangement as HCL may specify in its discretion. (c) Even after your Membership is terminated (whether by you or by HCL) or suspended for any reason, you remain responsible for performing your obligations relating to your Membership which have accrued before termination or suspension. You continue to be bound by these Terms and Conditions to the extent that they relate to such obligations.

PERSONAL DATA

21. You understand and agree that your personal data may be collected, compiled, used and disclosed by HCL for such purposes and to such persons in accordance with HCL's personal data policies as set out in notices, statements or terms and conditions which may be provided by HCL from time to time.

SEVERABILITY OF TERMS AND CONDITIONS

22. The provisions of these Terms and Conditions are severable from one another. If at any time one or more of the provisions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

THIRD PARTY RIGHTS

23. No person other than you and HCL (including any successor or assign of HCL) has any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

APPLICABLE LAW AND JURISDICTION

24. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. You and HCL submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

GOVERNING VERSION

25. The English version of these Terms and Conditions prevails if there is any inconsistency between the English and Chinese versions.

"EASTERN MILES" MEMBERSHIP TERMS AND CONDITIONS

Terms and Conditions

To protect the rights of the members and frequent flyers program of Eastern Miles, China Eastern Airlines Ltd. constitutes these terms and conditions. The terms and conditions should be read carefully particularly as they include limitations and exclusions on the liability of Eastern Miles and 'partners'.

Definition and Explanation

With the rules and the terms, unless otherwise specified, there will be: The unit of points of Eastern Miles is point.

Enrollment

1. Any individuals who are above 12-year-old can make an enrollment to Frequent Flyer Program of Eastern Miles. All those who are between 2 and 11 can register as Flying Explorer via website of Eastern Miles. Corporate or non-corporate groups are not allowed to join in this program. After the approval of the application for membership, each member will own and can only own one account. Members can just accumulate points and redeem awards in their only designated account. Eastern Miles program does not accept any repeated application and reserve the right to delete and clear up the repeated accounts.
2. Applicants must fill in and sign the agreement either in Chinese or English. The point accumulation cannot start until the application is finally accepted by Eastern Miles. If the point accumulation program is not accepted finally or the applicants' application for membership is not handled eventually, the membership of this application will be taken as unidentified membership and the accumulated points will not be admitted.
3. Each member account of Eastern Miles can only be registered in the name of one person. The member information will be registered in with full name of applicant and the name for application shall coincide with the name on the account.
4. An initial password is set for each member of Eastern Miles. When members use points for redemption, he or she must provide the password. For members who enroll online, the password is a number set by themselves. If the enrollment is made by other ways, the initial password of the account is set as the last six digits of the number of document used for enrollment (not including letters and signs). If the number of document is less than six digits, "0" should be added in front. After receiving the card from Eastern Miles, members should change the password on the website of Eastern Miles to ensure safety of account.
5. Membership in Eastern Miles and membership cards are not transferable.

Password

Password type

6. There are two kinds of password for Eastern Miles member account: Query Password and Consumption Password, where the password length is 8 digits and can only be numbers.
7. Query password can only be used to check member's account information. It can't be used for redemption.
8. Consumption password is only used at the time of redemption, however, it has all the functions of query password after being set.

Password Setup

9. Query Password: When each member enrolls, an initial password is produced automatically by the system. Each member's initial Query Password is their birthday. For instance, if their birthday is October 4, 1977, the password will be 19771004. For members who sign up for membership through the CEA online ways (website, mobile website, APP), the initial password is an 8-digit numeric password set up by the member.
10. Consumption Password: Members can set the Consumption Password by visiting the CEA app, or going to the member service office with their own original ID registered in their account.
11. Query Password and Consumption Password cannot be identical.

Password Reset

12. Query Password: Members can call the member services hotline or going to the member service office with their own original ID registered in their account to reset query password, the password is changed to the member's birthday once reset. For instance, if their birthday is October 4, 1977, the password will be 19771004.For members can use the website, mobile official website, CEA APP to reset the query password, the initial password is an 8-digit numeric password set up by the member.
13. Consumption Password: Members can visit the CEA App/the website/the mobile website, call the member services hotline or go to the member service office with their own original ID registered in their account to report the loss of their Consumption Password. The Consumption Password turns unset after reported the loss.

Beneficiary

Beneficiary List

14. When the members exchange air type awards for others, it shall go to the member service center to establish a beneficiary list via the official website of China Eastern, the mobile official website of China Eastern and China Eastern APP or with the original ID card registered in the account of the member and the copy of the ID card of the beneficiary.

Beneficiary list limit and time for entry into force

15. When a member who has opened the consumption password adds beneficiaries, the list shall enter into force after 15 days from the date of the establishment of the list.
16. When a member who has not opened the consumption password adds beneficiaries, the list shall enter into force after 30 days from the date of the establishment of the list.
17. The beneficiary list begins with the addition of the 11th person, whether or not the consumption password is opened, and the list shall enter into force after 30 days from the date of the establishment of the list.
18. Each member account of the beneficiaries includes 10 beneficiaries at most, and the added beneficiaries can be deleted.

Beneficiary list update

19. Adding beneficiary within 10 individuals requires no redeemable points, while starting the 11th beneficiary, one addition will be charged at 200 redeemable points per person, whether or not such added beneficiary is the same person as previously deleted. No point is required for deleting the beneficiary.
    For example, eight beneficiaries are initially added on the list, and then two are deleted, both of which won't charge any points. After that, if three more needs to be added, no points will be charged for the first two, but for the third, 200 points will be required.

Restrictions to Beneficiary

20. Once the beneficiaries are established, the names cannot be changed.
    If any beneficiary certificate is to be added, the member may conduct self-service operation via the official website of China Eastern, the mobile official website of China Eastern and China Eastern APP or call the member service hotline, or go to the member service center to complete the addition with the original ID card registered in the account of the member and the copy of the ID card of the beneficiary.

Tiers of VIP

21. After taking eligible CEA flights, you could not only earn redeemable points, but also Elite Qualification Points (EQP) and Elite Qualification Segments (EQS). Eastern Miles VIP memberships are divided into three levels, Platinum, Gold and Silver, by which Elite Qualification Points (EQP) and Elite Qualification Segments (EQS) can be earned differently, and accordingly. The more flights you take, the higher your level and more benefits you can enjoy. Members can qualify for Eastern Miles VIP membership of a corresponding level by earning the required number of Elite Qualification Points (EQP), or Elite Qualification Segments (EQS) within 12 consecutive calendar months.

More explanation please call 86-021-95530 for enquiry.

Membership Termination

22. Membership in Eastern Miles is permanent.
23. Members can terminate their membership by giving written notice at any time. Once the memberships are terminated, all the points in their member account will be cancelled instantly.
24. Any misconduct, fraud, misuse of program benefits or failure to follow the relevant terms and conditions may result in immediate termination of an individual membership and cancellation of all points in account by Eastern Miles. In addition, Eastern Miles reserves the right with or without notice to terminate an individual's membership at which time all program points will be cancelled.
25. Upon the death of a member the membership account will be closed and all outstanding points will be cancelled.

Point Accumulation

General Conditions

26. Eastern Miles will take point as the unit for awards.
27. To ensure a successful point accumulation, members must show their Eastern Miles membership card or provide their correct membership number when they are purchasing air products or enjoying other service.
28. The amount of points members have accumulated is associated to the products purchased by members and the class of service they've enjoyed. Unless otherwise specified in the term, the points that members earn when consuming are only credited in their own accounts.
29. Points are not transferable. Once points are credited in the account, members cannot make a request for canceling the operation or converting them to other accounts.

30. Members who hold the memberships of both Eastern Miles and other reward program, can only choose one kind of identification to accumulate the points when they take flights, stay in hotel and dine, unless otherwise specified in the term.

31. Eastern Miles has the right to cancel the accumulating points or turn them back in members' account.

Accumulation Points via Flight

32. Members can have the mileage points accumulated by taking eligible flights of China Eastern Airlines and its air partners. Please refer to the chart of airline companies which are available for accumulating points and their routes for eligible flights.

33. The following flights or classes are unavailable for point accumulation:
    - Free tickets from China Eastern Airlines and its air partners;
    - Tickets of special flights, charter flights and freight flights from China Eastern Airlines and its air partners;
    - Some code share flights;
    - Tickets for infants;
    - The ticket whose accumulation ratio for class is indicated as zero in the class point table of China Eastern Airlines and its air airlines.

34. Eastern Miles and China Eastern Airlines air partners reserve the right to modify the extension of the ineligible flights at any time.

35. The points accumulated when members take China Eastern Airlines flights are calculated by the distance between cities issued by IATA, namely the direct or the shortest distance between two cities.

36. The points accumulated upgrade when members take China Eastern Airlines flights are subject to the formula of distance between cities times the accumulation ratio of class grade.

37. Eastern Miles point accrual follows "Minimum standard Mileage Guarantee",that is,when the standard mileage is less than 500km,shall be calculated as 500km, certain partner airlines who has no such guarantee for points accrual.

38. Only after finishing the actual flight in accordance with the requirement can members earn point of Eastern Miles. Any member, who holds an unused, invalid, fake and refunded ticket or repeatedly buys a ticket of the same flight with the same name for any kind of reason, cannot get the points accumulated. Only the members with accounts of Eastern Miles who are actual flyers can have their points of Eastern Miles accumulated. However if they buy tickets for others, the points will not be accumulated.

39. If a member's air travel is disrupted due to reasons beyond the control of China Eastern Airlines and its air partner airlines (for example, extreme weather conditions) and the member is forced to change carrier, mileage points on the disrupted segments of the purchased ticket will only be credited only for the original itinerary.

40. If a member's air travel is disrupted due to reasons beyond the control of China Eastern Airlines and its air partner airlines and the flight is cancelled (such as but not limited to extreme weather conditions), member cannot request for mileage crediting.

41. The points accumulated from taking China Eastern Airlines flights will be credited in the member's accounts within 5 working days after the flight. While the points accumulated from taking the flight of air partners of China Eastern Airlines will be credited in the member's accounts within 4-6 weeks after the flight.

42. When members use their points to redeem Class Upgrade Award or upgrade to Business Class or First Class involuntary, the points he earns from Eastern Miles are calculated according to class of service on the ticket they buy rather than in accordance with actual class.

Accumulation Points via Non-air Partners

43. Members can accumulate the points of Eastern Miles by consuming at Eastern Miles non-air partners, as is illustrated in the cooperative partners lists of Frequent Flyer Program.

44. The points accumulated from consuming at Eastern Miles non-air partners will be credited in the member's accounts within the 4-8 weeks after consumption.

45. Eastern Miles takes no responsibility for any activities such as service or price and quality of commodities and propaganda as well as notice, etc. provided by its non-air partners.

46. Eastern Miles and its non-air partners reserve the right to modify their service on products and the standard on point accumulation of Eastern Miles. Please visit the website of the Eastern Miles to know about recent information on partners before making consumption.

Retro Claim for Points

47. Members can make an application for retro claim missing mileage points on the flights of China Eastern Airlines and its cooperative airline companies within 6 months. The associated points will be credited in their accounts within 2 weeks after the application for retro claim is received.

48. Members can also apply for retro claim of missing mileage points of previous one month before becoming Eastern Miles member, but the airline company is only limited to China Eastern Airlines.

49. When applying for retro claim, members need to provide membership card numbers and photocopies of their tickets as well as the originals of boarding passes. Those who take the flight by e-tickets need to provide their documents of e-tickets.

50. Except for special provisions, Eastern Miles cannot accept any non-air retro claim from members. Please contact non-air partners for details about retro claim.

Redeeming Awards

General Conditions

51. China Eastern Airlines or its cooperative partners can change and terminate the partners of Eastern Miles and their service places without any further notice. Members should visit the website of Eastern Miles to find a proper cooperative partner and associated preference by themselves before redeeming the reward products or services.

52. Some cooperative partners of Eastern Miles permit members to transfer the reward points obtained from them into the points of Eastern Miles which, however, cannot be transferred into the points of partners again at any time and for any reasons.

53. All the points used for redeeming awards must be accumulated in the same account and cannot be counted in combination with other accounts.

54. Unless otherwise specified, reward redemption can be performed by members themselves or the redemption nominee designated by them.

Flight Awards-Free Tickets

55. All the award tickets are applicable to the routes of China Eastern Airlines and its air partners, not including special flights, charter flights and code share flights operated by other airline companies. And free tickets are possibly limited to designated routes.

56. Award tickets have no value of cash and cannot be refunded.

57. The points required for redeeming free tickets can be varied at any time. China Eastern Airlines will announce any limit on specific destinations at any time or add blackout dates without any further notice.

58. China Eastern Airlines strictly prohibits selling, purchasing, being the medium for, transferring the sales on and exchanging award ticket to get payment. Any action violating this provision will cause the members of Eastern Miles or the passengers using the tickets to be suffered as the ticket are confiscated at any time (including during the trip). Moreover, they must pay in full price for the abused tickets with the classes involved in the sector and pay for the compensation for loss, retaining fee and legal fare. Meanwhile as a result the accumulated points in the accounts of Eastern Miles and award tickets which have been obtained will be cancelled.

59. The number of seats of flight reward depends on the specific situation on the seat supply. In addition, China Eastern Airlines and its some airline company partners may have blackout dates. During this period, accepting reward redemption will be stopped.

60. The reward redemption is subject to members being responsible for all applicable tax, service charge and additional charge (including tariff, examination charge, tax for leaving the boundary and any executive charge) and holding necessary travel certifications.

61. The points required for redeeming award tickets for children and babies are the same as those for adult. The free tickets are inapplicable to the children who are not accompanied by adults. The free tickets are inapplicable to Unaccompanied Minors.

62. Ticketing must be completed three days before the date of travel.

63. Award tickets must be confirmed. Waitlisted award tickets are not permitted.

64. Award tickets must be used in accordance with the sequence of sector.

65. Unless otherwise specified, all the award tickets are valid for 12 months from the date of travel.

66. Changes to flight number and date are permitted if the reservation for new flight is confirmed before boarding and unless the flight sectors are not changed. If the redemption nominee misses the flight, this ticket becomes invalid.

67. Once the award ticket is issued, the traveler's names, class of service and flight operator cannot be changed.

68. Members with award tickets are not allowed to upgrade their classes by paying the cash difference or using their points.

69. Members can apply for and collect the reward at the designated service network of Eastern Miles. Members need to provide their own membership card numbers, passwords and the valid ID documents if they collect the reward for themselves or redemption nominee. If the redemption nominee collects the reward, the valid ID documents of redemption nominee need to be provided. For the application which does not meet the redemption requirements above, China Eastern Airlines has the right to refuse it.

70. When redeeming round trip award tickets of China Eastern Airlines, if the classes for round trip are different, the points required are the addition of a half for the points needed for each corresponding class of round trip.

71. Award tickets and the whole journey of airline partners is subject to airline partners' terms and conditions.

72. China Eastern Airlines reserves the right to modify the limit on the use of award tickets without notifying members in advance. Please confirm the limit on reward use by yourselves before applying for flight awards.

Flight Awards-Class Upgrades

73. Members can use the accumulated points for an upgrade to the next higher class of travel from the original class of ticket purchased in eligible subclasses. Upgrade awards are subject to availability at the time of upgrade award reservation.

74. The flights available for redeeming upgrade awards do not include special flights, charter flights and code share flights operated by other airline companies. Upgrade awards on flights operated by cooperative air partners of Eastern Miles are not permitted.

75. When redeeming upgrade awards, members must confirm journey, flight, date and class. Before traveling, members must confirm seats. Members' application on upgrade award in the airport is subject to availability of actual situation.

76. Mileage points for upgraded travel will be credited based on the original class of service purchased and in accordance with Eastern Miles terms and conditions.

77. The rules governing purchased tickets also apply.

Flight Awards- Excess Luggage Allowance

78. Members of Eastern Miles can redeem excess luggage allowance awards at the designated departure counter in the airport.

Others

79. China Eastern Airlines Ltd. reserves the right to terminate Frequent Flyer Program of Eastern Miles. However, China Eastern Airlines Ltd. must notify its members at least 6 months in advance to minimize their losses due to the invalidation of point accumulation. China Eastern Airlines Ltd. is entitled to fully or partly changing the rules, conditions, members' rights and interests, the conditions for participation, the standard for ticket redemption and applicable coverage for cities of Eastern Miles Frequent Flyer Program without any prior notice even if the changes may affect the value of the accumulated points. China Eastern Airlines Ltd. can withdraw, limit, change or cancel any travel reward and regulations on increasing number of points and preference required for redeeming any reward, add blackout dates without numeric limitation or limit the number of free seats availability of any or all flights. Whether the flight route accords with the requirements on redeeming travel reward is at the sole discretion of China Eastern Airlines Ltd.

80. China Eastern Airlines Ltd. has the right to provide a variety of reward points and promotion activities of Eastern Miles in accordance with members' flight records, destinations, participation situation and the information they offer.

81. Any accumulation of reward points and the associated reward must be handled according to the regulations and terms stated in the members' handbook. Whether the flight route accords with the requirements for redeeming free reward is at the sole discretion of China Eastern Airlines Ltd.

82. As for those members who haven't any accumulated points for a period of 90 days, China Eastern Airlines Ltd. reserves the right to terminate the delivery of up-to-date information and other associated materials about Eastern Miles.

83. Any misuse of Frequent Flyer Program of Eastern Miles, including the violation of this terms and terms, selling or exchanging reward or tickets, submitting any error information or conducting other behaviors deemed inappropriate by China Eastern Airlines Ltd. such as the violation of the regulations made by China Eastern Airlines or other cooperative partners of this program, improper or harassing behaviors against China Eastern Airlines Ltd. staff, or rejection of the staff's advice, will result in termination of Eastern Miles membership and participation qualification, and cancellation of all accumulated points and unused award tickets previously issued. Any violation conducts of this terms and conditions of Eastern Miles will result in confiscation of the tickets (including during the travel) and payment for the misused Y、C、F class tickets in respect to the concerned travel sector. As for the implementation of terms and conditions of Eastern Miles, China Eastern Airlines Ltd. reserves the right to take proper and legal measures when necessary in order to seek compensation, retaining fee and legal fare.

84. The addresses of Eastern Miles members are those registered when they participated the program. The members are required to notify Eastern Miles of any possible changes. Otherwise, the initial addresses should prevail.

85. Unless otherwise specified, Eastern Miles points cannot be transferred or combined among different members; nor can they be granted to others or passed down to heirs or designated persons.

86. Any use of Eastern Miles membership card or preference by a member will be deemed as acceptance of this terms and conditions constituted by Eastern Miles and its partners. These terms and conditions and the relationship between China Eastern Airlines Ltd. and partners and each member are governed by law of People's Republic of China. If this Chinese version of the terms and conditions does not conform to other language versions, the Chinese version shall prevail. In case of dispute, China Eastern Airlines Ltd. reserves the right to make final explanation.

NOTICE FOR APPLICATION OF BOC HONG KONG AIRLINES VISA CARD

1. The Company may, at its sole discretion, decide whether to approve your application, and whether to issue a BOC Hong Kong Airlines Visa Signature Card or BOC Hong Kong Airlines Visa Platinum Card. If your application is not approved, the Company may issue to you a BOC Hong Kong Airlines Visa Platinum Card. If you wish to cancel your card, please call BOC Credit Card Customer Services Hotline at 2853 8828.
2. A successful BOC Hong Kong Airlines Visa Signature Card applicant, who also holds a BOC Hong Kong Airlines Visa Platinum Card which **carries nil outstanding balance** of statement instalment, cash instalment and/or merchant instalment, will hold only the BOC Hong Kong Airlines Visa Signature Card upon its activation and the BOC Hong Kong Airlines Visa Platinum Card will forthwith cease to function. Please take note that once the BOC Hong Kong Airlines Visa Platinum Card is revoked, its related additional card(s), direct debit, autopay, autopay for insurance premium, internet bill payment, monthly stocks savings plan, monthly funds savings plan, Octopus automatic add-value service, BOC Card service and other cardholder value-added services will all cease to function. Customer wishes to resume the use of these services will have to set them up again with the BOC Hong Kong Airlines Visa Signature Card. The outstanding credit/debit balance and accrued reward FWC Points carried in the defunct BOC Hong Kong Airlines Visa Platinum Card account will all be automatically transferred to the BOC Hong Kong Airlines Visa Signature Card.
3. A successful BOC Hong Kong Airlines Visa Signature Card applicant, who also holds a BOC Hong Kong Airlines Platinum Card which **carries outstanding balance** of statement instalment, cash instalment and/or merchant instalment, will hold both the BOC Hong Kong Airlines Platinum Card and the BOC Hong Kong Airlines Visa Signature Card upon activation of the latter. The current card account number and facilities on the BOC Hong Kong Airlines Visa Platinum Card will remain unchanged.
4. If you currently hold a BOC Hong Kong Airlines Visa Signature Card and apply for a BOC Hong Kong Airlines Visa Platinum Card, the Company will not process your application without prior notice.

TERMS & CONDITIONS FOR THE FORTUNE WINGS CLUB MEMBER

You are advised to read and accept the application detail before your application:

General Conditions:

1. Fortune Wings Club (the program) is a frequent flyer programme managed and operated by Hainan Group.
2. Companies or legal entities are not qualified to join the program. The does not accept joint accumulation of points, joint applications or duplicate applications.
3. Applicants must provide information in detail and is accurate; Any insufficient or inaccurate information may leads to the rejection of application by Fortune Wings Club.
4. Members filled the application confirm they agree the terms and conditions under Fortune Wings Club, which may subject to change from time to time.
5. Hainan reserved all rights on Fortune Wings Club. Members only have the rights enjoy benefits and redeem rewards personally, but not transferring those to third party.
6. Any changes or amendments of members' addresses or telephone numbers should have notified Fortune Wing's Points immediately; Fortune Wings Club is not liable to possible undeliverable, delay or lost mails.
7. Should members abuse the use of Fortune Wings Club rewards, including the sales or transaction of points, submission of wrong information (e.g. flight records), which violates the terms and conditions of the program, Fortune Wings Club has the right to take the following measures without prior notice: canceling the points, requesting the member to compensate the lost, terminating its membership, paying full fare of air tickets of the member consumed, the related legal fee and expenses which may occur, etc. Fortune Wings Club reserves all rights to reject the re-application of those members.
8. Fortune Wings Club reserves the right to change the terms and conditions regarding the use, interpretation and execution of the member handbook or terminate the program at any time without prior notice, regardless the change may affect the members benefits reward.
9. Fortune Wings Club and its partners are not responsible for the changes of addresses and telephone numbers; or the termination of their partnership. Such changes may come effective without further notice.
10. Fortune Wings Club strives to guarantee the service standard of the partners, but is not responsible for the product and services the partners provided.
11. Should there be any legal dispute, lawsuit locus is Haikou.

Personal Data (Privacy) Ordinance:

In signing up for a Fortune Wings Club membership, your personal data will be disclosed and transferred to the affiliated companies of Fortune Wings Club group, including subsidiaries and such companies to which the group has an interest, as well as, any authorized third party service provider that is located in or outside Hong Kong SAR (including but not limited to Mainland China). The data protection laws governed in other jurisdictions may be different from that of Hong Kong SAR.

I understand Hong Kong Airlines's Privacy Policy and consent to the collection, storage, usage and processing of my personal data in signing up for the Fortune Wings Club membership as aforesaid data.

For the latest version of the terms and conditions of FWC membership, please visit Hong Kong Airlines website for details: https://www.hongkongairlines.com/en_HK/ffp/member/registration/terms_conditions

ESSO SMILES DRIVER REWARDS™ PROGRAMME TERMS AND CONDITIONS (THE LATEST VERSION ANNOUNCED ON ESSO WEBSITE SHALL PREVAIL)

Membership

1. The Esso Smiles Driver Rewards™ Programme ("Programme") is proprietary to ExxonMobil Hong Kong Limited ("EMHK"). Acceptance of any person(s) to the Programme shall be subject to the approval of EMHK and once accepted by EMHK, participation by any such person ("Cardmember") in the Programme shall be subject to the following terms and conditions which may be amended from time to time by EMHK. The Programme shall only be valid within Hong Kong Special Administrative Region of the People's Republic of China ("Territory") and at Esso branded service stations situated within the Territory ("Service Stations").

2. Two types of Esso Smiles cards are operated under the Programme, these are:

   Esso Smiles Classic Card: Applicants for the Card shall be aged 18 or over and each Cardmember is entitled to one (1) Esso Smiles Classic Card only; and

   Esso Smiles Affinity Card:

   (a) **Esso Smiles Affinity Card – Piped LPG Estates:** Only residents of units under a valid consumer contract for the supply of piped LPG with the operator(s) of designated piped LPG estate(s) may apply for an Esso Smiles Affinity Card – Piped LPG Estates under the Programme. Applicants for the Card shall be aged 18 or over. In respect of each eligible residential unit of a designated estate, only a maximum of one (1) resident may register for an Esso Smiles Affinity Card under this Programme. EMHK reserves the right to cancel or terminate any duplicate Esso Smiles Affinity Card issued to resident(s) from the same residential unit or to refuse to accept any application for registration for membership without assigning any reason whatsoever.

   (b) **Esso Smiles Affinity Card – Others:** Only individuals selected by invitation (subject to fulfilment of invitation terms and conditions) and individuals from selected associations or companies (collectively "Specified Organizations") (subject to fulfilment of selection terms and conditions) may apply for an Esso Smiles Affinity Card under the Programme. Applicants for the Card shall be aged 18 or over. Unless otherwise permitted by EMHK, each Cardmember is entitled to one (1) Esso Smiles Affinity Card under this Programme. EMHK reserves the right to cancel or terminate any duplicate Esso Smiles Affinity Card issued to any Cardmember or to refuse to accept any application for registration for membership without assigning any reason whatsoever.

   The Esso Smiles Classic Card and the Esso Smiles Affinity Card are collectively referred to as "Cards" and "Card" shall mean either of them.

3. The Programme and these terms and conditions, as amended from time to time, shall be governed by the laws of the Territory. Cardmember and EMHK agree to submit to the exclusive jurisdiction of the courts of the Territory.

4. Any person desiring to become a Cardmember shall complete and submit a registration in the form prescribed by EMHK and if accepted by EMHK, will be able to enjoy privileges under the Programme. The use of Cards shall at all times be subject to these terms and conditions.

5. The Card is not a credit card or charge card and is non-transferable. The use of the Card is solely restricted to the person to whom the Card is issued and for use in connection with the Programme only. The Card shall not be used for paying for purchases at the Service Stations or the convenience stores located therein and all such purchases shall be paid separately by cash or such other modes of payment which EMHK or the operators of the Service Stations may allow at its absolute discretion from time to time at the Service Stations.

6. The Cardmember warrants and represents that the details and particulars contained in the registration form referred to in Clause 4 above shall be true, accurate and complete. Upon receipt of the Card, the Cardmember may commence using the Card for accumulation of Esso Smiles points ("Points") through purchases of fuel or such other items as EMHK may designate from time to time in its absolute discretion ("Qualifying Purchases") subject to the terms and conditions herein.

7. The Cardmember shall notify EMHK promptly in writing of any changes to his/her details and/or particulars submitted to EMHK or stated in his/her registration form. EMHK shall not be liable for any claims, demands, liabilities or actions arising out of or in connection with the Programme or the use of the Card where such claims, demands, liabilities or actions would not have arisen but for the Cardmember's failure to notify EMHK of such changes.

8. All Cards shall at all times remain the property of EMHK and shall be surrendered to EMHK immediately upon request. EMHK may, at its sole discretion, terminate the membership of the Cardmember, the Programme or the Card at any time upon notice and without assigning any reason therefor.

9. Lost, damaged or defective Cards shall be reported immediately to the Esso Smiles Customer Service Centre on 3197-8188. If a Card is lost, EMHK may at its discretion issue a replacement Card at a cost of 1,000 Points and any delivery charges incurred shall be charged to the Cardmember. Where a Card is damaged or is defective, a replacement Card may be issued, at EMHK's discretion, to the Cardmember. Any Points accumulated and are valid in the lost, damaged or defective Card may, at EMHK's absolute discretion, be credited to the replacement Card. EMHK shall not be held liable for the loss of any such Points due to card loss, damage or defect. Points cannot be exchanged or redeemed for cash.

10. A Cardmember may at any time terminate his/her membership by informing the Esso Smiles Customer Service Centre. In such an event, EMHK shall not be responsible or liable for any unredeemed Points which shall be forfeited upon such termination by Cardmember without notice to the Cardmember.

11. Use of the Card by the Cardmember shall constitute acceptance of these terms and conditions.

Accumulation of Points

12. Points will be awarded to a Cardmember having possession of a valid Card and presenting it to the pump attendants or cashier of the Service Stations for Qualifying Purchases. Any purchases other than the Qualifying Purchases shall not be awarded any Points, unless otherwise notified by EMHK.

13. The Card shall be presented to the pump attendant or cashier at the Service Station before making the Qualifying Purchase, failing which, Points may only be awarded at the discretion of EMHK upon presentation of satisfactory proof of purchase including without limitation receipts for such valid Qualifying Purchases.

14. Once the Card is credited with the Points corresponding to any Qualifying Purchase, a transaction receipt prepared by the cashier at the Service Station will be issued to the Cardmember. Unless otherwise stated or specified by EMHK, such transaction receipt shall be conclusive record of the Qualifying Purchase made and the Points accumulated thereon. The receipt shall contain details of the Qualifying Purchases and the Points earned and balance. No monthly statement will be sent to the Cardmember.

15. As permitted by EMHK at its sole discretion, the Points awarded and credited to a Card may be combined with Points or points of such other Card or card issued by or on behalf of EMHK and registered with such Cardmember's details.

16. EMHK reserves the right to determine, vary or change from time to time the type or quantum of Qualifying Purchases and the corresponding number of Points to be awarded upon notice and without assigning any reasons whatsoever. EMHK also reserves the right to impose restrictions, from time to time, in respect of the frequency and/or quantum, on the use of the Card and/or the number of Points that can be accumulated on such Card in a single calendar day, week or month or such periods as EMHK deems fit, notwithstanding the type or quantum of the Qualifying Purchases made.

Rewards Redemption

17. A Cardmember who has accumulated sufficient Points in his/her Card and has submitted his/her personal details as defined in the Card registration form to EMHK, (failing which his/her Card will not be activated for redemption), is eligible, subject to meeting any conditions that EMHK may impose, to redeem the same for such items as EMHK may designate from time to time at its absolute discretion ("Rewards"). The Rewards shall be listed in the then current catalogue for such Rewards ("Rewards Guide") and redemption of the Rewards shall be subject to the terms and conditions therein.

18. The Cardmember may refer to the Rewards Guide for items available for redemption, which shall be for the purpose of information only and shall not be construed as constituting any representation or warranty as to their availability. Further, EMHK gives no representation or warranty with respect to any products and/or services featured in the Rewards Guide, including warranty with respect to the quality of the Rewards or their merchantability, fitness or suitability for any particular purpose. Where the Rewards are covered under any manufacturers' warranty, any disputes or claims shall be forwarded directly to the manufacturers concerned.

19. If the Reward is available for instant redemption at the Service Stations, the Cardmember has to present his/her Card to be swiped prior to processing for payment.

20. EMHK does not accept, and expressly disclaims, any liability whatsoever with respect to all and any Rewards supplied or in connection with any refusal by any supplier of the Rewards to accept certificates/vouchers issued for the purpose of redeeming such Rewards. Any dispute arising out of or in connection with the use of such certificates/vouchers shall be solely between the Cardmember and the suppliers concerned.

21. Issuance of Rewards in the form of dining or hotel/resort vouchers does not constitute a reservation with the service establishments concerned. The Cardmember is responsible for making all reservations and notifying the participating service establishment of the vouchers that they intend to use.

22. Rewards in the form of vouchers/certificates are valid for use subject to the expiry date specified on the vouchers/certificates. All unused certificates/vouchers shall after the expiry date be deemed null and void and shall not be replaced by EMHK. The use of the vouchers/certificates are subject to the terms and conditions contained therein and are valid for use only at such participating establishments as are stated thereon.

23. Certificates/vouchers of specified value cannot be exchanged for cash, whether in whole or in part. Where the value of goods and services which the Cardmember wishes to redeem with such certificates/vouchers exceeds the specified value of such certificates/vouchers, the Cardmember shall pay the difference to the participating establishment concerned.

24. When applicable, delivery of Rewards shall be made to an address as stated in the Cardmember's registration form or as notified to EMHK in writing from time to time. Delivery charges may be applicable at EMHK's absolute discretion. All deliveries shall only be made to an address within the Territory and shall be deemed delivered when sent by post or registered mail or courier to such address, as EMHK deems fit.

25. All Rewards are on an as-is basis and do not include installation, batteries, etc.

26. Upon redemption of a Reward, the Cardmember's Points recorded in his/her account will be debited by the corresponding number of Points in accordance with the then current Rewards Guide where the Points accumulated earliest shall be debited first. In the event that additional redemption price is required for redemption of any Rewards, payment shall be made instantly by cash or such other modes of payment which EMHK may allow at its absolute discretion from time to time at the time of redemption.

27. All registration for redemption of Rewards shall be made to EMHK on or before the relevant Point's expiry date. Any accumulated Points, which are not redeemed by their corresponding expiry dates, shall automatically expire from the Cardmember's account without further notice to the Cardmember.

28. Rewards featured in the Rewards Guide are subject to availability and are available on a first-come-first-served basis. In the event of a selected Reward not being available for whatever reason, EMHK reserves the right to reject the redemption or to offer alternative Rewards of equivalent value at the same corresponding Points for redemption. For Rewards that are to be redeemed directly with suppliers which may be appointed by EMHK from time to time ("Instant Rewards Redemption"), the Cardmember shall present his/her Card for the Instant Rewards Redemption and shall comply with any terms and conditions imposed by such supplier. Rewards, once redeemed, cannot be revoked, exchanged, returned, refunded or used in conjunction with other discounts, coupons or promotions. In any and all circumstances, any deduction of Points from the Cardmember's account for redemption of Rewards (including Instant Rewards Redemption) shall not be reversed.

29. The Cardmember shall be responsible for the examination of any Rewards immediately upon receipt for defects or damage, whether in its packaging or otherwise, and to verify the contents of the Rewards redeemed. Where the Reward or its packaging is found to be damaged or defective or that the contents therein is incomplete, the Rewards should be returned, on the spot, to the cashier at the Service Stations or the supplier concerned or the person delivering the Rewards on behalf of the supplier for its return to the supplier (as the case may be). No exchange or return of Rewards is allowed after the Cardmember acknowledges the receipt of the Rewards.

30. EMHK reserves the right to reject any request for the replacement of defective or damaged Rewards should the Cardmember fail to return the same as set out in Clause 29 above.

31. Notwithstanding any provision to the contrary, EMHK reserves the right not to provide any replacement Rewards if in EMHK's opinion the item is found to be damaged or rendered faulty due to the negligence, acts or omissions of the Cardmember.

32. To the maximum extent permitted by law, EMHK and its directors, officers, employees, agents, contractors and representatives shall not be held liable for any death or injury or loss or damage of any nature (whether direct, indirect, consequential, special, incidental, penal, punitive, exemplary or otherwise) howsoever arising out of or in connection with the redemption, supply or use of the Rewards, or the loss, theft or destruction of the Rewards. All such claims shall be directed or forwarded to the manufacturers, suppliers or such appropriate parties concerned with the supply of the Rewards.

33. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, EMHK reserves the right to deduct accumulated Points from the Cardmember's account, refuse the Cardmember's redemption of any Rewards, or recall any redeemed Rewards under the following circumstances:
    (a) if any Points in the Cardmember's account are suspected to have been fraudulently recorded or obtained;
    (b) if any Points in the Cardmember's account were erroneously awarded due to system glitches or any other reasons;
    (c) if any Points in the Cardmember's account were awarded pursuant to a transaction, which has been cancelled, voided, refunded or reversed; and/or
    (d) if any Points in the Cardmember's account were awarded pursuant to purchases of inventory and stocks by a Cardmember who is a dealer appointed to operate and manage a Service Station.

34. EMHK has the right, upon notice and without assigning any reasons whatsoever, to determine and change, at its absolute discretion, from time to time:
    (a) the Rewards which may be redeemed using Points awarded under the Programme, whether featured in the Rewards Guide or in any other documents or materials; and
    (b) the number of Points required for redemption of any Reward.

Cardmember Discount

35. EMHK may, from time to time, extend to the Cardmember discounts ("Discount") for his/her Qualifying Purchases upon presentation by the Cardmember of a valid Card to the pump attendants or cashier of the participating Service Stations. The Card shall be presented to the pump attendant or cashier before payment of the Qualifying Purchases, failing which, no discount will be extended.

36. EMHK has the right to determine, vary or change, or remove from time to time, the type or quantum of Qualifying Purchases eligible for the Discount, and the Discount rate, without prior notice and assigning any reasons whatsoever. EMHK also reserves the right to impose restrictions, from time to time, in respect of the frequency and/or quantum on the use of the Card and/or the maximum purchase amount eligible for the Discount that can be accumulated on such Card in a single calendar day, week or month or such periods as EMHK deems fit, notwithstanding the type or quantum of the Qualifying Purchases made.

Points Expiry

37. Points awarded and credited to the Card shall expire and be forfeited if the Cardmember does not make any Qualifying Purchase or is not awarded any Points by EMHK within 12 months from the date on which the last Point was awarded. Points transferred from another Esso Smiles account or converted from loyalty points of an external partner with which EMHK has points conversion programmes or arrangements are considered as Points awarded by EMHK for the purposes of determining Point expiry date under the Programme.

38. EMHK reserves the right to cancel or terminate any Card in the event the Cardmember does not make any Qualifying Purchase or is not awarded any Points by EMHK within 12 months from the date on which the last Point was awarded, and any Points accumulated thereunder shall be forfeited.

Variation

39. **Esso Smiles Classic Card:** The Cardmember agrees that EMHK may from time to time vary, add or amend the terms and conditions herein set out by giving notice to the Cardmember by way of display at the Service Stations or in any other manner EMHK considers appropriate. In the event the Cardmember is not agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return the same to EMHK within seven (7) working days from the date of such variation, addition or amendment, failing which the Cardmember shall be deemed to have accepted the variation, addition and/or amendments of the terms and conditions herein.

    Esso Smiles Affinity Card:

    (a) Esso Smiles Affinity Card – Piped LPG Estates: The Cardmember agrees that EMHK may from time to time vary, add or amend the terms and conditions herein set out by giving notice to the Cardmember by way of display at the shop(s) of EMHK's designated authorized operator(s) of piped LPG or in any other manner EMHK considers appropriate. In the event the Cardmember is not agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return the same to EMHK within seven (7) working days from the date of such variation, addition or amendment, failing which the Cardmember shall be deemed to have accepted

the variation, addition and/or amendments of the terms and conditions herein. EMHK may from time to time terminate or suspend any offers, promotions or discounts under or in relation to the Programme or vary, amend or amend the terms and conditions of such offers, promotions or discounts by giving notice to the Cardmember by way of display at the shop(s) of EMHK's designated authorized operator(s) of piped LPG or in any other manner EMHK considers appropriate.

(b) Esso Smiles Affinity Card – Others: The Cardmember agrees that EMHK may from time to time vary, add or amend the terms and conditions herein set out by giving notice to the Cardmember by way of display at the Service Stations or the Specified Organizations' premises (if applicable), posting on the Specified Organizations' websites (if applicable), or in any other manner EMHK considers appropriate. In the event the Cardmember is not agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return the same to EMHK within seven (7) working days from the date of such variation, addition or amendment, failing which the Cardmember shall be deemed to have accepted the variation, addition and/or amendments of the terms and conditions herein. EMHK may from time to time terminate or suspend any offers, promotions or discounts under or in relation to the Programme or vary, amend or amend the terms and conditions of such offers, promotions or discounts by giving notice to the Cardmember by way of display at the Specified Organizations' premises (if applicable), posting on the Specified Organizations' websites (if applicable), or in any other manner EMHK considers appropriate.

Participating Companies

40. EMHK reserves the right to invite or allow any other companies to participate in the Programme and in such event to modify the Programme and any of the terms and conditions provided herein or other agreements or documents relating to the Programme, including the terms and conditions of redeeming Rewards.

Data Privacy

41. EMHK may collect, use and disclose the Cardmember's personal data in the manner and for the purposes set out in the prevailing General Personal Information Collection Statement for Esso Smiles Members, and the prevailing Specific Personal Information Collection Statement for Conversion Services (if the Cardmember also signs up for any conversion services under the Programme), both of which shall be deemed incorporated into these terms and conditions.

42. If the Cardmember signs up for any other specific services related to the Programme, EMHK may collect, use and disclose the Cardmember's personal data in the manner and for the purposes set out in any other specific notification issued in connection with such services, and such notification shall be deemed incorporated into these terms and conditions upon its issuance.

43. The statements and/or notifications mentioned in Clauses 41 and 42 above may be revised by EMHK from time to time and the updated versions will be available on https://www.essosmiles.com.hk/en/about-smiles/personal-information-collection-statement.

44. The Cardmember agrees that EMHK shall be entitled to obtain information relating to the Cardmember from any third parties at any time, including without limitation conducting checks with any third party for the purpose of ascertaining whether the Cardmember is a member, resident, participant, employee or otherwise of any association, estate, organization, company or otherwise and his/her eligibility for membership registration under the Programme.

45. The Cardmember's participation in the Programme is conditional upon his/her acceptance of EMHK's collection, use and disclosure of his/her personal data in accordance with Clauses 41 to 45. By submitting a registration form under in the Programme and/or using the Card, the Cardmember shall consent, and shall be deemed to have consented, to EMHK's collection, use and disclosure of his/her personal data in accordance with Clauses 41 to 45.

Security of Card

46. The Cardmember shall take all necessary precautions and security measures to ensure proper and valid use of the Card and to prevent loss of the same.

47. EMHK shall not be liable, in the absence of wilful misconduct or negligence on the part of EMHK and its employees, for any loss or damage suffered by the Cardmember arising out of or in connection with the use of Card.

Exclusion of Liability

48. The Cardmember assumes all risk and liability for loss, damage, or injury to the person or property of the Cardmember or others arising out of the Cardmember's participation in the Programme and/or use or possession of the Card. To the furthest extent permitted by law, EMHK shall not be liable for any loss or damage (whether direct, indirect, consequential, special, incidental, penal, punitive, exemplary or otherwise) including but not limited to personal injury, death or loss of or damage to property suffered by the Cardmember arising out of or in connection with the Cardmember's participation in the Programme and/or use or possession of the Card.

49. EMHK shall not be liable for any loss of accumulated Points or loss or damage (whether direct, indirect, consequential, special, incidental, penal, punitive, exemplary or otherwise) suffered as a result of any defect or error in any hardware or software or inability to retrieve any information or data from any systems used in relation to the Programme (whether for the recording of Points accumulated or otherwise).

50. EMHK shall not be liable for any loss or damage (whether direct, indirect, consequential, special, incidental, penal, punitive, exemplary or otherwise) caused to the Cardmember arising from any act or omission of any operators of any Service Stations, EMHK's designated authorized operators of piped LPG, the Specified Organizations and/or EMHK's appointed agents, contractors or suppliers including without limitation, any refusal to honour or accept the Card or any statement or other communication made in connection with the Programme or any defective or deficient goods or services supplied. Any dispute or claim the Cardmember may have with or against any operators of any Service Stations, EMHK's designated authorized operators of piped LPG, the Specified Organizations and/or EMHK's appointed agents, contractors or suppliers shall not affect the obligations of the Cardmember under these terms and conditions.

51. All representations and warranties, whether express or implied and whether arising under any law or regulation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods and/or services supplied in relation to the Card are expressly excluded to the furthest extent permitted by law.

52. Without prejudice to any other terms and conditions set out herein, any liability EMHK may have to Cardmembers arising out of or in connection with the use of the Card or the redemption of Rewards which cannot be excluded or which is not already provided for herein is hereby limited, to the furthest extent permitted by law, to the reinstatement of such Points or cost of such Rewards as EMHK shall at its discretion determine.

53. EMHK shall not be liable howsoever for any error, delay, default, loss or damage, which may be directly or indirectly resulting from causes outside the reasonable control of EMHK, including but not limited to, technical breakdowns, failures or errors, industry disputes, wars, terrorist activities, acts of God or the public enemy, floods, fires, hostilities, labour disturbances, strikes, riots, insurrections, civil commotions, epidemics, and storms.

54. Without limiting the other provisions of these terms and conditions, EMHK shall not be liable for any loss or damage suffered by the Cardmember due to any of the following reasons:
    (a) any delay or failure in Card replacements;
    (b) any loss, theft or damage to any Reward in the course of delivery or post;
    (c) any failure by any supplier of the Rewards to abide by the terms and conditions on which it has agreed to provide the Reward;
    (d) any statement, communication or implication arising from any revocation, suspension or restriction of the use of the Card; and
    (e) any failure or omission to notify the Cardmember of any changes of these terms and conditions, Rewards Guide, participating companies, Qualifying Purchases and Points awarded for Qualifying Purchases.

Dispute Resolution

55. Any claim or disputes arising out of or in connection with the Programme or the use of the Card shall be referred directly to EMHK for decision, whose decision shall be final and binding on the Cardmember and EMHK's records of all matters relating to the Programme shall be conclusive and binding on the Cardmember.

Termination

56. EMHK reserves the right to, at its sole discretion, withdraw or terminate the Programme at any time upon notice and without assigning any reasons therefor.

57. **Esso Smiles Classic Card:** Upon EMHK's notification of the Programme withdrawal or termination, the Cardmember shall have one (1) month from the date of the notification or such other period as EMHK may state in such notification, to redeem accumulated Points for available Rewards. Upon expiry of the aforesaid period, all Points remaining in the Cardmember's account shall be nullified and invalidated automatically and EMHK shall have no obligations or liabilities in respect of such Points, by way of compensation or otherwise, to the Cardmember and the Cardmember shall have no claim whatsoever against EMHK.

Esso Smiles Affinity Card:

(a) **Esso Smiles Affinity Card – Piped LPG Estates:** The membership of the Cardmember shall be terminated upon the expiry or termination of the piped LPG supply agreement between EMHK and the designated estate of which the Cardmember's residential unit forms part. Without prejudice to the foregoing, EMHK reserves the right to terminate the membership of the Cardmember upon the expiry or termination of the consumer contract for the supply of piped LPG in respect of the designated estate's residential unit that the Cardmember resides in. In the event the Cardmember's membership is terminated by EMHK or the Programme is withdrawn or terminated by EMHK, all Points remaining in the Cardmember's account shall be nullified and invalidated at EMHK's absolute discretion and EMHK shall have no obligation or liability in respect of such Points, by way of compensation or otherwise, to the Cardmember and the Cardmember shall have no claim whatsoever against EMHK.

(b) **Esso Smiles Affinity Card – Others:** The membership of the Cardmember shall be terminated upon his/her ceasing to fulfill the eligibility requirements or upon the expiry or termination of the agreement between EMHK and the Specified Organization (if applicable). In the event the Cardmember's membership is terminated by EMHK or the Programme is withdrawn or terminated by EMHK, all Points remaining in the Cardmember's account shall be nullified and invalidated at EMHK's absolute discretion and EMHK shall have no obligation or liability in respect of such Points, by way of compensation or otherwise, to the Cardmember and the Cardmember shall have no claim whatsoever against EMHK.

Miscellaneous

58. **Esso Smiles Classic Card:** Without prejudice to any other terms and conditions set out herein, a notice shall be deemed to be given by EMHK to a Cardmember if it is posted to the latest address of the Cardmember appearing in the Cardmember's records maintained by EMHK or the registration form submitted by the Cardmember, or by way of a notice displayed at the Service Stations or posted on the Esso Smiles website - www.essosmiles.com.hk.

    Esso Smiles Affinity Card:

    (a) **Esso Smiles Affinity Card – Piped LPG Estates:** Without prejudice to any other terms and conditions set out herein, a notice shall be deemed to be given by EMHK to a Cardmember if it is posted to the latest address of the Cardmember appearing in the Cardmember's records maintained by EMHK or the registration form submitted by the Cardmember, or by way of a notice displayed at the shop(s) of EMHK's designated authorized operator(s) of piped LPG or posted on the Esso Smiles website - www.essosmiles.com.hk.

    (b) **Esso Smiles Affinity Card – Others:** Without prejudice to any other terms and conditions set out herein, a notice shall be deemed to be given by EMHK to a Cardmember if it is posted to the latest address of the Cardmember appearing in the Cardmember's records maintained by EMHK or the registration form submitted by the Cardmember, or by way of a notice displayed at the Specified Organizations' premises (if applicable) or posted on the Specified Organizations' websites (if applicable) or the Esso Smiles website - www.essosmiles.com.hk.

59. Notwithstanding anything in these terms and conditions, EMHK's rights and entitlement under these terms and conditions which by their nature shall continue to remain in full force and effect and survive any cancellation, withdrawal, termination, revocation or suspension of the Programme, the use of the Card or the Cardmember's participation in the Programme, shall so survive.

60. If any of these terms or conditions is found to be invalid or unenforceable, whether by law or regulations or otherwise, such invalid or unenforceable provision shall be severed from these terms and conditions and the invalidity or unenforceability of such terms or conditions shall not affect the validity or enforceability of the other terms or provisions herein contained which shall remain in full force and effect.

61. These terms and conditions shall be in addition to and not in derogation of any specific agreement or arrangement with regard to the Programme now or hereafter, and from time to time, subsisting between EMHK and the Cardmember or any terms and conditions that may be specified in any written communication notified by EMHK to the Cardmember from time to time.

62. Any abuse or fraud with respect to the award of Points under the Programme or redemption of Rewards shall result in the termination of the Cardmember's participation in the Programme, cancellation of the Card, forfeiture and revocation of Points and where applicable, the Cardmember shall forthwith return any redeemed Rewards (or pay its reasonable compensation thereto) to EMHK.

63. EMHK shall have the right to assign and/or transfer, at any time, to any third party, its rights, obligations or liabilities under the Programme (including without limitation, these terms and conditions, the ownership of the Cards and/or the Cardmember's accounts), without the prior consent of, or notice to, the Cardmember.

64. No person or entity other than EMHK and the Cardmember shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any of these terms and conditions.

65. These terms and conditions have been translated into Chinese. If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.

Cards in the Esso Smiles Family

66. These terms and conditions shall apply to all other cards deemed by EMHK as affiliated to this Programme, unless otherwise stated.

淘宝网基本功能隐私政策

最新版本生效日期：2023年10月31日

【引言】

欢迎您使用我们的产品和服务！我们深知个人信息对您的重要性，您的信赖对我们非常重要，我们将严格遵守法律法规要求以合法正当、最小必要的原则，并采取相应的安全保护措施，致力于保护您的个人信息安全可控。基于此，淘宝网服务提供者(或简称“我们”)制定本《淘宝网基本功能隐私政策》(下称“本政策”/“本隐私政策”)，帮助您充分了解在您使用我们产品和服务的过程中，我们会如何收集、使用、共享、存储和保护您的个人信息以及您可以如何管理您的个人信息，以便您更好地作出适当的选择。

在您开始使用我们的产品和服务前，请您务必先仔细阅读和理解本政策，特别应重点阅读我们以粗体/粗体下划线标识的条款，确保您充分理解和同意之后再开始使用。本政策中涉及的专业词汇，我们尽量以简明通俗的表述向您解释，以便于您理解。**如对本政策内容有任何疑问、意见或建议，您可通过本政策文末的联系方式与我们联系。**

您同意隐私政策表示您已了解我们产品和服务所提供的基本功能，以及基本功能运行所需的必要个人信息，并给予相应的收集使用授权，但并不代表您已单独同意开启附加功能，涉及附加功能的开启我们会根据您的实际使用情况单独徵求您的同意。如果您拒绝开启附加功能和我们收集非必要个人信息，并不会影响您使用基本功能。

本隐私政策将帮助您了解以下内容：

一、适用范围

二、信息收集及使用

三、数据使用过程中涉及的合作方及转移、公开个人信息

四、您的权利

五、信息的存储

六、政策的更新

七、未成年人保护

八、联系我们

附录：相关定义

一、适用范围

本政策适用于淘宝网服务提供者以网站、客户端、小程序以及随技术发展出现的新形态向您提供的各项网上购物基本功能的产品和服务。

除本政策说明的相关信息收集使用活动外，本政策不适用于淘宝网卖家及其他第三方向您提供的其他服务，其他服务适用其向您另行说明的个人信息收集使用规则。例如，当您加入卖家或品牌的会员时，则此类卖家或品牌对会员信息的使用适用其专门向您说明的规则。

二、信息收集及使用

为实现向您提供我们产品及/或服务的基本功能，您须授权我们收集、使用的必要的信息。**如您拒绝提供相应信息，您将无法正常使用我们的产品及/或服务。**

我们会为您提供的各项具体功能场景包括：

(一) 帮助您成为我们的会员及账户管理

1、 淘宝平台账户服务

我们基于淘宝平台账户为您提供服务。为了创建淘宝平台账户您需要至少向我们提供您的**手机号码、拟使用的会员名和密码**。如果您拒绝提供上述信息，您将无法注册淘宝平台账户，仅可以使用浏览、搜索服务。我们会根据您的淘宝平台账户使用情况及平台设置的账户等级计算规则确定您当前的等级，并为您提供相应账户等级所对应的基本权益。

您可通过淘宝平台账户在我们网站或者客户端提供的链接入口或其他产品/服务入口使用我们及/或关联公司提供的产品或服务。为方便您管理淘宝平台账户，我们会在淘宝平台账户服务中同步并显示您的注册信息，以及您在淘宝平台上或与淘宝平台账户相关联的产品和服务中执行的操作，包括通过淘宝平台账户集中展示您的个人资料、优惠权益、交易订单。您淘宝平台账户所关联的上述信息，将会被用于为您提供客户服务，识别账号安全风险，以及推荐您可能感兴趣的商品或服务信息。

您可自行设置昵称、性别和头像，这些信息将在评价、分享及其他互动场景中公开显示。您可自行设置您的出生月日信息，淘宝可能根据您月日信息为您展示生日相关权益。该类信息属于非必要个人信息，您不提供前述信息不会影响您使用淘宝平台服务。

2、 授权登录

我们可能经您单独同意后向第三方提供您的账户信息(头像、昵称及其他页面提示的信息)，使您可以便捷地实现第三方账户的注册或第三方处直接登录。此外，我们可能会根据您的单独同意从第三方处获取您的第三方账户信息，并与您的淘宝平台账户进行绑定，使您可在第三方处直接登录、使用我们的产品及/或服务。我们将在您单独同意的授权范围内使用您的相关信息。

3、 身份验证

为满足相关法律规定及监管要求、确保用户身份真实性、实现反欺诈等风险控制、保障系统和服务安全，在您使用特定服务/功能时，我们需要收集您的相关信息进行身份验证，如：

【找回账号】当您使用“找回淘宝账号”功能时，我们可能会收集您的身份信息，包括您的**真实姓名、身份证件号码**，用于证实您的身份，帮您找回淘宝平台账户。

【实名/实人认证】基于实现特殊类型商品或服务交易、申请存在额外身份认证要求的会员角色(如卖家、内容创作者)以及其他依据《互联网用户账号信息管理规定》等法律法规需要核验用户真实身份的场景(包括依法保护未成年人权益、打击电信网络诈骗、代扣代缴个人所得税、行政执法或司法诉讼中相关主体认定)的必要，您需要进行实名或实人认证。**为实现认证目的，您需要主动提供相关真实身份信息(姓名、证件号码等证件信息或面部识别信息，根据实际情况可能有所不同，以页面提示为准)并授权我们通过国家权威可信身份认证机构进行信息核验，或授权我们自支付宝公司处获取您绑定支付宝账户的必要认证信息，我们将依法记录、保存认证信息及认证结果，这些信息仅供完成认证目的，或其他法律法规所规定的用途，未经您明示授权不会用作其他目的。此外，当您参与平台上的促销、互动活动时，我们需要向支付宝公司查询您绑定的支付宝账户的实名认证状态，用于核验您的基础参与条件，保障您的活动体验。**

(二) 向您展示商品或服务信息

1、 浏览

当您浏览淘宝网时，您可以选择对感兴趣的商品、店铺、频道、直播间、内容(及内容创作者进行收藏/订阅/添加/关注/分享/点赞操作，我们会收集您的操作记录用于实现前述功能及其他我们明确告知的目的。

您可以通过“我的淘宝”—“收藏”/“订阅店铺”/“足迹”/“关注”等查看及管理您的操作记录信息。

2、 搜索

当您使用搜索功能(包括图片、语音搜索)时，我们会收集您的搜索记录，包括搜索内容(搜索词、图片、语音信息)、浏览记录/时间、搜索时间/次数，并根据您所使用功能的必需，申请**麦克风权限、相机权限或您提供的图片。**

为了提供高效的搜索服务，部分前述信息会暂时存储在您的本地设备端，并向您展示搜索历史记录。

3、 个性化推荐

为向您展示和推荐您可能感兴趣的商品或服务信息，我们会收集和使用您在访问或使用淘宝平台网站或客户端时的浏览、搜索、加购、交易记录并结合依法收集的设备信息、服务日志信息以及其他取得您授权的信息，通过算法模型预测您的偏好特徵。我们会基于您的偏好特徵在淘宝及其他第三方应用程序或终端向您推送您可能感兴趣的商业广告及其他信息，或者向您发送商业性信息。我们还会基于对淘宝平台用户浏览、搜索商品或服务的热点、潮流与趋势的统计分析，使用排序精选类算法形成相关精选的榜单，并向您进行推荐。

个性化推荐与检索类算法会基于模型预测您的偏好特徵，匹配您可能感兴趣的商品、服务或其他信息，对向您展示的商品、服务或其他信息进行排序。我们会根据您使用产品过程中的浏览行为，对推荐模型进行实时反馈，不断调整优化推荐结果。为满足您的多元需求，我们会在排序过程中引入多样化推荐技术，拓展推荐的内容，避免同类型内容过度集中。

同时，我们通过以下措施努力保障您的隐私体验：

1、 如您不想接受我们给您发送的广告或商业性信息，您可通过短信或电话回复退订或通过客服等我们提供的其他方式进行退订或关闭；

2、 如您在使用我们提供的站内搜索服务时，需要查看不针对您个人特徵的排序，您可以在搜索结果页面点击”筛选”，选择其中的“通用排序”进行设置；

3、 如您不想看到我们在首页或进入支付完成页面给您推荐的商品或服务，您可以通过长按被推荐的商品或服务图片，在随后出现的弹窗中根据提示选择屏蔽类似商品或者商品或服务所属的类目；

4、 如您想管理我们给您发送的个性化广告，您可以在“我的淘宝—设置—隐私设置—广告管理”中进行设置。

5、 如您想管理我们给您推送的个性化内容，您可以在“我的淘宝—设置—隐私设置—推荐管理”中进行设置。

(三) 帮助您完成交易

1、 购物车

当您使用购物车功能时，我们会收集您对商品的加购信息，并会使用您的订单信息以优化您的购物体验(如进行降价/优惠提醒、常购商品的筛选、特定购物车分享链接的推荐等)。

2、 下单及订单管理

当您在我们的产品及/或服务中订购具体商品及/或服务时，我们会通过系统为您生成购买该商品及/或服务的订单。在下单过程中,您需至少提供您的**收货人姓名、收货地址、收货人联系电话**，对于部分特殊类型的商品和服务您还需要提供该商品或服务所必需的其他信息，例如涉及**跨境交易时您需要提供您的身份证件信息以完成清关**。您可以额外填写/选择包括其他联系电话、收货时间在内的更多附加信息以确保商品或服务的准确送达。若您需要开具发票，还需要提供发票抬头、纳税人识别号以及接收发票的电子邮箱。

同时该订单中会载明您所购买的商品及/或服务信息、具体订单号、订单创建时间、您已使用的优惠、应支付的金额、您的备注信息。我们收集这些信息是为了帮助您顺利完成交易、保障您的交易安全、便于您查询订单信息、提供客服与售后服务、进行对账以及优惠信息对应的税务申报(如需)及其他我们明确告知的目的。

您可以通过淘宝网为其他人订购商品及/或服务，**您需要提供该实际收货人的前述个人信息，并确保已取得该实际收货人的同意。**

为便于您了解、查询订单信息并对订单信息进行管理，我们会收集您在使用我们服务过程中产生的订单信息用于向您展示及便于您对订单进行管理。

您可以通过“我的淘宝”—“我的订单”查看和管理您的订单信息。

3、 商品或服务的支付与交付

当您购买商品或服务时，为了帮助您完成或代他人完成订单支付，并顺利收取所购买的商品或服务，我们或提供服务的第三方会收集您的订单信息、配送信息。具体内容请参见本政策“三、数据使用过程中涉及的合作方及转移、公开个人信息—(一)数据使用过程中涉及的合作方—5.合作场景—1)实现业务功能—A.支付服务/B.物流服务”。

(四) 为您提供信息发布功能

1、 评价、评论

当您对交易的商品及/或服务进行评价时，我们会收集并在店铺“宝贝评价”列表及/或淘宝首页、逛逛等公共页面展示您的评价和分享内容(包括您发布的文字、图片、视频等)、头像、昵称。如您选择匿名评价，您的头像、昵称不会对外展示且评价内容不会在公共页面展示。

当您对其他用户发布的评价、内容进行评论时，您的头像、昵称及评论内容将公开展示。

您可向已购买用户提问，同时当您作为已购买用户时，您可能会收到系统随机推送的对其他用户提问进行回答的邀请，当您选择提问、回答时，您的问答内容及头像将公开展示。

2、 个人主页

个人主页展示您的头像、昵称、发布的内容及相关互动信息(粉丝、关注、评论/赞、评价、问答、收藏)等，其他用户可以通过搜索淘宝昵称或逛逛号查看您的个人主页(您可以通过“我的淘宝”—“设置”关闭此方式)。您可以点击“我的淘宝”右上角头像进入“个人主页”查看及管理个人资料、发布的信息/内容，并可以进行个人主页隐私设置。

请注意，您使用信息发布功能可能会涉及您或他人的个人信息甚至敏感个人信息。请您更加谨慎地考虑，是否在使用我们的服务时共享甚至公开分享相关信息。若您公开发布的信息中涉及他人个人信息的，您需在发布前徵得他人的同意。

(五) 通知及互动交流

1、 消息通知

我们在运营中可能会通过您在使用产品及/或服务的过程中所提供的联系方式(如联系电话、联系邮箱)，向您同时发送一种或多种类型的通知，例如服务通知、身份验证、安全验证、用户使用体验调研等。我们也可能会以短信、弹窗推送的方式向您发送您可能感兴趣的服务、功能或活动的商业性信息及其他商品或服务信息。如您不愿接收我们的商业性信息及其他商品或服务信息，您可以通过短信、电话中提供的退订方式或通过我们的客服进行退订或关闭，如您希望关闭弹窗推送信息，您可以在您的设备“设置”中选择开启/关闭淘宝的通知权限，或通过【我的淘宝—设置—消息通知】进行消息通知设置，也可通过弹窗页面上的“跳过”按钮或相关按钮进行关闭。

此外，当您主动发起客服咨询或与店铺发生交易、进行互动(如订阅、加入店铺会员)等，您将会在“消息”中收到店铺的客服消息，您可以进入相应店铺的聊天页面进行免打扰设置。

2、 活动参与

当您参与我们举办的活动时，我们可能需要收集及使用您的相关个人信息(包括但不限于您的昵称、头像、**联系方式**、**收货信息**、订单信息、浏览记录、账户等级)，以帮助您实现活动报名、参与、享受活动权益、抽奖、兑奖等，我们将在相关场景向您另行告知具体收集及使用范围并徵得您的同意。

如相关活动由我们与关联公司或第三方联合举办的，我们会在获取您的同意后与该关联方或第三方共享必要信息，或将您淘宝账号与关联公司或第三方平台账号进行绑定，及/或在多个参与活动平台之间同步您参与活动的账户、参与进度、享受到的具体权益等信息，以保障您在活动中获得一致、完整的服务。

部分活动中我们为您提供了滤镜、道具(如人脸贴纸)等拍摄美化功能以帮助您获取更好的图片/视频视觉效果。当您使用该功能时，我们需要通过技术能力(如IOS中的True Depth API等)智能识别您的皮肤和五官参数，用于定位您面部五官位置，根据位置判断结果为您匹配相应的妆容及/或特效。该功能在您的本地设备端实现，我们不会将前述信息用于人脸识别或其他目的，亦不会将其回传、存储服务器或与第三方共享。

3、 分享互动

当您分享或接收被分享的信息、参加活动等情形下，我们会读取您的剪贴板内容以判断是否存在相关口令、分享码、链接，以实现跳转、分享、活动联动等功能或服务，但我们仅在本地识别出剪贴板内容属于淘宝跳转、分享、活动联动等指令时才会将其上传我们的服务器，并不会收集、存储您的剪贴板其他信息，且单独的剪贴板信息无法识别您的个人身份。同时，我们可能需要读取您的手机相册以便于您分享或接收被分享的图片或视频。

4、 直播间互动

当您观看直播时，您的昵称、头像、直播间内互动信息(如评论、点赞、打赏、礼物、粉丝等级等)将在直播间内公开展示，同时我们会收集您的互动情况形成直播间内的统计数据(如榜单、热度等)并公开展示。

(六) 客服及争议处理

当您与我们联系或提出售中、售后、争议纠纷处理申请时，为了保障您的账户及系统安全，**我们需要您提供必要的个人信息以核验您的会员身份。**

为便于与您联系、尽快帮助您解决问题或记录相关问题的处理方案及结果，我们可能会保存您与我们的沟通、通信/通话记录及相关内容(包括账户信息、订单信息、您为了证明相关事实提供的其他信息，或您留下的联系方式信息)。如果您针对具体订单进行咨询、投诉或提供建议的，我们会使用您的账户信息和订单信息。

为了提供服务及改进服务质量的合理需要，我们还可能使用的您的其他信息，包括您与客服联系时您提供的相关信息，您参与问卷调查时向我们发送的问卷答复信息。

我们将使用深度学习技术为您提供智能问答对话、智能语音客服服务。对您与我们沟通、通信/通话记录及相关内容进行去标识化处理，在无法识别您身份的情况下，将其用于智能客服算法模型训练。在您接受智能客服服务期间，我们会对您进行显著的提示。我们会基于您的智能客服使用记录，不断改进智能客服的服务质量。

(七) 为您提供安全保障

我们致力于为您提供安全、可信的电子商务交易环境。为保障电子商务交易秩序与交易安全，预防和治理电信网络诈骗，维护网络正常稳定运行，防范网络违法犯罪活动，有效应对网络安全事件，保护您或其他用户或公众的人身财产安全免遭侵害，更准确地识别违反法律法规或淘宝网相关协议、规则的情况，我们会收集您的设备标识符(Android ID)、可变标识符(IDFA、IDFV、OAID、GAID)、应用信息(应用崩溃信息、通知开关状态、本App运行中进程和其他本App相关信息)、设备参数及系统信息(设备类型、设备型号、操作系统及硬件相关信息)，设备网络环境信息【IP地址、不包含WLAN(Wi-Fi)Mac信息的WLAN(Wi-Fi)网络协议配置、蓝牙信息、设备传感器信息及其他网络相关信息】、运营商信息、广播组件通讯信息。为预防钓鱼网站、欺诈、网络攻击、网络侵入风险，我们仅在设备本地处理软件安装信息，不会将其上传服务器。

我们可能使用您的上述信息及淘宝平台账号信息、服务日志信息，以及我们的关联方、合作方获得您授权或依法可以提供给我们的信息，用于判断账户安全、交易安全、进行身份验证、识别违法违规情况、检测及防范安全事件，并依法采取必要的记录、分析、处置措施。

(八) 为您提供的其他附加服务

1、 基于系统权限的附加服务

我们向您提供的基本功能中可能会通过开启系统权限以收集和使用您的个人信息。如我们为保障相关产品或服务功能实现，在您希望快速填写收发货地址、向您推荐附近商品或服务信息及同城内容、帮助您在发布的信息中添加位置、使用会员码产品时向您申请位置权限并收集您的**位置信息。如果您不同意开启相关权限，不会影响您使用淘宝网的基本服务**，您可在您的设备“设置”或我们客户端“我的淘宝—设置—隐私—系统权限”中逐项查看和管理上述权限的状态，可自行决定这些权限随时的开启或关闭，关闭后我们将不再基于对应权限继续收集和使用相关个人信息。您关闭权限的决定不会影响此前基于您的授权所进行的信息收集及使用。

您可点击此处(https://terms.alicdn.com/legal-agreement/terms/suit_bu1_taobao/suit_bu1_taobao202107082341_94990.html)查看应用权限申请与使用情况说明。

2、 Cookie和同类技术的服务

Cookie和同类设备信息标识技术是互联网中普遍使用的技术。当您使用我们的服务时，我们可能会使用相关技术向您的设备发送一个或多个Cookie或匿名标识符(以下简称“Cookie”)，以收集、标识和存储您访问、使用本产品时的信息。我们承诺，不会将Cookie用于本隐私政策所述目的之外的任何其他用途。我们使用Cookie主要为了保障产品与服务的安全、高效运转，可以使我们确认您账户与交易的安全状态，排查崩溃、延迟的相关异常情况，帮助您省去重复您填写表单、输入搜索内容的步骤和流程。

同时，我们可能会利用Cookie向您展示您可能感兴趣的信息或功能，并优化您对广告的选择。大多数浏览器均为用户提供了清除浏览器缓存数据的功能，您可以进行相应的数据清除操作，或可修改对Cookie的接受程度或拒绝我们的Cookie。您可能因为这些修改，无法使用依赖于Cookie的服务或相应功能。

(九) 收集和使用个人信息的其他规则

1、 **若您提供的信息中含有其他用户的个人信息，在向淘宝网提供这些个人信息之前，您需确保您已经取得合法的授权。**

2、 若我们将信息用于本政策未载明的其他用途，或者将基于特定目的收集而来的信息用于其他目的，均会事先获得您的同意。

3、 **在经安全加密技术处理且不识别特定个人的前提下，我们会将所收集的数据用于机器学习、算法模型训练或其他数据分析和挖掘处理，以更好地保障我们的产品体验、辅助商业决策分析、模型优化。**
您可点击此处(https://terms.alicdn.com/legal-agreement/terms/privacy_other/20220822071248467/20220822071248467.html)查看淘宝网算法原理及信息处理情况说明。

三、数据使用过程中涉及的合作方及转移、公开个人信息

(一) 数据使用过程中涉及的合作方

1、 基本原则

我们与合作方合作时，将遵守以下原则：

(1) **合法正当与最小必要原则：**数据处理应当具有合法性基础，具有正当的目的，并以实现处理目的最小范围为限。

(2) **用户知情权与决定权最大化原则：**数据处理过程中充分尊重用户对其个人信息处理享有的知情权与决定权。

(3) **安全保障能力最强化原则：**我们将采取必要措施保障所处理个人信息的安全，审慎评估合作方使用数据的目的，对这些合作方的安全保障能力进行综合评估，并要求其遵循合作协议的有关要求。

您可点击此处(https://terms.alicdn.com/legal-agreement/terms/suit_bu1_taobao/suit_bu1_taobao202105232129_47091.html)查看淘宝平台的数据合作方情况说明。

2、 合作方的范围

若具体功能和场景中涉及由我们的关联方、第三方提供服务，则合作方范围包括我们的关联方与第三方。

3、 委托处理

我们可能委托授权合作方处理您的个人信息，以便授权合作方代表我们为您提供某些服务或履行职能。我们仅会出于本政策声明的合法、正当、必要、特定、明确的目的委托其处理您的信息，授权合作方只能接触到其履行职责所需信息，且我们将会通过协议要求其不得将此信息用于其他任何超出委托范围的目的。如果授权合作方将您的信息用于我们未委托的用途，其将单独徵得您的同意。

4、 共同处理

对于共同处理个人信息的场景，我们会与合作方根据法律规定签署相关协议并约定各自的权利和义务，确保在使用相关个人信息的过程中遵守法律的相关规定、保护数据安全。

5、 合作场景

(1) 为实现业务功能

A. 支付服务

为完成订单支付，您需要绑定支付宝账户并选择付款方式。我们会在您使用支付服务过程中收集您的淘宝平台账户会员名、对应的支付宝账户会员名、订单支付相关信息、订单安全相关设备信息及其他反洗钱法律要求的必要信息并通过在网站或客户端中嵌入的支付宝软件工具开发包(软件工具开发包在本政策中简称“SDK”)及其他安全方式与支付宝公司共享。如您选择由其他金融机构或其他第三方支付工具为您提供支付服务，支付机构还可能自行或委托我们收集或验证您的银行卡(含储蓄卡、信用卡)信息以及其他支付必要信息，若前述信息通过我们收集的，将与您选择的相应支付机构共享。

您可以请求其他人为您付款，那么您需要提供**代付人的支付宝账户及/或手机号码。**

为使我们及时获悉并确认您的支付进度及状态，为您提供售后与争议解决服务，您同意我们可自您所选择的交易对象、支付宝公司或您选择的其他金融机构处收集与支付进度相关信息。

您可以查看您的淘宝平台账户所绑定的支付宝账户信息或申请更换绑定的支付宝账户。

B. 物流服务

为保证您购买的商品及/或服务能够顺利、安全、准确送达、提供，我们会向为淘宝平台提供物流信息系统和技术服务的浙江菜鸟供应链管理有限公司披露订单相关的配送信息，并由其根据商品及/或服务提供主体的选择向相应的物流配送主体同步相关配送信息。您知晓并同意相应物流配送主体不可避免地获知及使用您的配送信息，用于完成交付目的。

为向您提供售后与争议解决服务之目的，我们需要及时获悉并确认交付进度及状态，您同意我们可自物流相关服务主体处收集与交付进度相关的信息。

C. 频道(小程序)服务

当您使用频道(小程序)服务时，我们会根据您的操作情况收集、使用您的频道登录、浏览、使用、订阅/添加/取消等操作记录，以为您提供更加便捷、优质和个性化的频道服务和内容。为便于您通过淘宝平台账户在淘宝网使用我们的合作方为您提供的产品及/或服务，我们的合作方【通常为相关频道(小程序)开发者】会使用经您授权的您的昵称和头像信息等您的个人信息。

(2) 广告与分析服务

我们会在采用行业通用的安全技术前提下，委托合作方处理与广告投放、覆盖面和有效性相关的信息。我们不会将您的个人身份信息委托合作方处理。

(3) 安全与统计分析

A. 保障使用安全：

我们非常重视产品及/或服务的安全性，为保障用户的正当合法权益免受不法侵害，我们委托处理的合作方可能会使用严格去标识化且无法反推特定个人的必要的设备、账号及日志信息。

B. 分析产品情况：

为分析产品及/或服务的稳定性，提供分析服务的合作方可能需要使用服务情况、设备标识信息、应用总体安装使用情况等信息。

C. 术科研全：

为提升相关领域的科研能力，促进科技发展水平，我们在确保数据安全与目的正当的前提下，可能会与合作方(如科研院所、高校等机构)使用去标识化或匿名化的数据。

(4) 其他合作场景

除上述合作场景外，我们还可能会将信息委托给支持我们业务的其他合作方处理，包括受我们委托提供技术基础设施服务、分析我们服务的使用方式、提供商家会员服务或者其他客户服务。

为保障我们客户端的稳定运行、功能实现，使您能够使用和享受更多的服务及功能，我们的应用中会嵌入授权合作方的SDK或其他类似的应用程序。我们会对授权合作方获取有关信息的应用程序接口(API)、SDK进行严格的安全检测，并与授权合作方约定严格的数据保护措施，令其按照本政策以及其他任何相关的保密和安全措施来处理个人信息。授权合作方单独取得您同意的除外。

您可点击此处(https://terms.alicdn.com/legal-agreement/terms/suit_bu1_taobao/suit_bu1_taobao202002250047_23397.html)查看我们接入的SDK详情。

(二) 转移

如果我们因合并、分立、解散、被宣告破产的原因需要转移个人信息的，我们会向您告知接收方的名称或者姓名和联系方式。接收方将继续履行本政策及其他法定义务。接收方变更原先的处理目的、处理方式的，会重新取得您的同意。

(三) 公开披露

我们仅会在以下情况下，公开披露您的个人信息：

1、 基于您的主动选择及其他单独同意的情况下，我们可能会公开披露您的个人信息；

2、 **如果我们确定您出现违反法律法规或严重违反淘宝平台相关协议及规则的情况，或为保护淘宝平台用户或公众的人身财产安全免遭侵害，我们可能披露关于您的个人信息**，包括相关违规行为以及淘宝平台已对您采取的措施。

(四) 停止运营

如果我们停止运营产品及/或**服务，将及时停止继续收集您的个人信息。我们会逐一送达通知或以公告的形式向您发送停止运营的告知，并对我们所持有的与已关停的产品**及/或**服务相关的个人信息按照本隐私政策【信息的存储-存储期限】和【您的权利-删除】中的方式进行删除或匿名化处理。**

(五) 依法豁免征得您的授权同意的情形

请您理解，在下列情形中，根据法律法规及国家标准，合作方使用，或我们转移、公开您的个人信息无需徵得您的授权同意：

1、 根据您的要求订立或履行合同所必需：您通过淘宝平台购买商品或服务，我们会根据您的选择，将您的订单信息中与交易有关的必要信息共享给相关商品或服务的提供者或者淘宝平台上相关服务市场的运营者，以实现您的交易、配送及售后服务需求。

2、 为履行法定职责或者法定义务所必需：我们可能会根据法律法规规定、诉讼、争议解决的必要，或按行政、司法、监察等有权机关依法提出的要求，以及其他法定义务履行的必需，共享您的个人信息。

3、 为应对突发公共卫生事件，或者紧急情况下为保护自然人的生命健康和财产安全所必需。

4、 为公共利益实施新闻报道、舆论监督等行为，在合理的范围内处理个人信息。

5、 在合理的范围内处理您自行公开的个人信息，或者其他已经合法公开的个人信息(如合法的新闻报道、政府信息公开等渠道合法公开的个人信息)。

6、 法律法规规定的其他情形。

四、您的权利

您可以通过以下方式查阅和管理您的信息，**我们会在符合法律法规要求的情形下响应您的请求**：

(一) 查阅、更正和补充

您有权通过以下方式查阅、更正和补充您的信息：

1、 登录淘宝网，进入“我的淘宝”，选择“账户设置”；

2、 登录淘宝客户端，进入“我的淘宝—设置”；

3、 登录淘宝网选择“联系客服”，或登录淘宝客户端，选择“我的淘宝—官方客服/专属管家(88VIP)。

(二) 复制

您可以通过以下方式复制您的信息：

1、 登录淘宝客户端，进入“我的淘宝—设置-隐私—个人信息下载”；

2、 您可以通过“(一)查阅、更正和补充”中列明的路径查询后复制您的个人信息。

(三) 删除

您可以通过“(一)查阅、更正和补充”中列明的路径删除您的部分信息，或申请注销账户删除您的全部信息。

在以下情形中，您可以通过与客服联系向我们提出删除个人信息的请求：

1、 如果我们处理个人信息的行为违反法律法规；

2、 如果我们收集、使用您的个人信息，却未徵得您的明确同意；

3、 如果我们处理个人信息的行为严重违反了与您的约定；

4、 如果我们的处理目的已实现、无法实现或者为实现处理目的不再必要；

5、 如果我们停止提供产品或者服务，或者保存期限已届满。

若我们决定响应您的删除请求，我们还将同时尽可能通知从我们处获得您的个人信息的主体，并要求其及时删除(除非法律法规另有规定，或这些主体已独立获得您的授权)。

当您或我们协助您删除相关信息后，因为适用的法律和安全技术限制，我们可能无法立即从备份系统中删除相应的信息，我们将安全地存储您的个人信息并限制对其的任何进一步的处理，直到备份可以清除或实现匿名化。

(四) 改变授权范围

您可以通过以下方式改变或者撤回您授权我们收集和处理您的个人信息的范围：

1、 在“我的淘宝—设置—隐私—找到我的方式”中管理授权。

2、 在“我的淘宝—设置—隐私—个人主页”中管理授权。

3、 在“我的淘宝—设置—隐私—系统权限管理”中管理App使用的系统权限授权。

4、 在“我的淘宝—设置—隐私—授权管理”中管理您已授权的应用。

对于您无法直接通过上述方式设置的授权，您可以通过客服联系进行修改，**但请注意，对于部分类型的个人信息，例如实现淘宝网基本功能所必须的信息或者我们履行法律法规规定的义务所必需的信息，我们可能无法响应您改变授权范围的请求。**当您撤回授权后，我们将不再处理相应的个人信息。但您撤回授权的决定，不会影响我们此前基于您的授权而开展的个人信息处理。

(五) 注销账户

您可以通过以下方式申请注销您的账户：

1、 在“我的淘宝—设置—账户与安全—注销账户”提交账户注销申请；

2、 通过客服联系，申请注销您的账户。

为保护平台用户的权益及订单的安全，淘宝账号注销需要满足一定条件淘宝账号注销需要相关事宜请详见《淘宝平台账户注销重要提醒》。在您主动注销账户之后，我们将停止为您提供产品或服务，并根据适用法律的要求删除或匿名化处理您的个人信息。

(六) 约束信息系统自动决策

在某些业务功能中，我们可能仅依据算法在内的非人工自动决策机制做出决定。如果这些决定影响您的合法权益，您可以通过客服联系我们。

(七) 响应您的上述请求

对于您或可能的您的监护人、近亲属及其他有权主体向我们提出上述请求，以及中华人民共和国法律与其他适用法律规定的您的相关个人信息权利，您可以通过客服联系我们或直接向我们的个人信息保护专职部门发起投诉。我们将在15天内做出答复。

为保障您的账户安全和您的个人信息安全，您向我们提出上述请求时，我们可能会先验证您的身份(如增加账户核验、要求您提供书面请求或其他合理方式)，然后再处理您的请求。

对于您合理的请求，我们原则上不收取费用，但对多次重复、超出合理限度的请求，我们将酌情收取一定费用。对于与您的身份不直接关联的信息、无合理理由重复申请的信息，或者需要过多技术手段(如需要开发新系统或从根本上改变现行惯例)、给他人合法权益带来风险或者不切实际的请求，我们可能会予以拒绝。

五、信息的存储

(一) 存储期限

我们只会在达成本政策所述目的所需的期限内保留您的个人信息，除非法律有强制的留存要求，例如《中华人民共和国电子商务法》要求商品和服务信息、交易信息保存时间自交易完成之日起不少于三年。

我们判断个人信息的存储期限主要依据以下标准：

1、 完成与您相关的交易目的、维护相应交易及业务记录，以应对您可能的查询或投诉；

2、 保证我们为您提供服务的安全和质量；

3、 您是否同意更长的留存期间；

4、 根据诉讼时效的相关需要；

5、 是否存在关于保留期限的其他特别约定或法律法规规定。

在超出保留期间后，我们会根据适用法律的要求删除或匿名化处理您的个人信息。

CUSTOMER COPY

(二) 存储位置

原则上，我们在中华人民共和国境内收集和产生的个人信息，根据适用法律的要求存储在境内。我们仅会出于履行与您的合同所必需的目的或其他合法处理理由向境外提供您的个人信息。例如，如您通过我们或我们关联方平台购买境外卖家及其他第三方合作夥伴向您提供的跨境电商商品/服务，或您作为淘宝卖家将商品销往境外。为实现您的跨境交易、跨境物流寄递及收取、清关及售后服务需求，我们或我们的关联方会将您的订单信息中与交易有关的包括收件地址在内的必要信息传输至境外卖/买家及其他第三方合作夥伴。此类境外的国家/地区可能设有不同的数据保护法，甚至未制定相关法律。在此类情况下，我们会依照中国法律的要求，评估并尽最大努力确保您的个人信息得到与在中国境内足够同等的保护，例如，对跨境传输的运单信息采取去标识化处理、加密传输、定期评估审计接收方的安全能力水平、签订数据处理协议/条款。如我们因业务需要，确需向境外传输您的个人信息，我们会遵循法律法规和相关监管部门的要求，在相关服务协议或特定功能页面授权协议中向您告知境外接收方的名称、联系方式、处理目的、处理方式、个人信息的种类以及您可向境外接收方行使相关权利的方式和程序等事项，并取得您的单独同意(如适用)。具体境外卖家信息，您可以在具体店铺页面查看公示。在向境外提供您的个人信息前，我们会采取安全评估、经专业机构进行个人信息保护认证或者按照国家网信部门制定的标准合同与境外接收方订立合同等措施，以符合向境外提供个人信息的法定条件。

(三) 存储安全

1、 数据保护技术措施

我们已采取符合业界标准、合理可行的安全防护措施保护您的信息，防止个人信息遭到未经授权访问、公开披露、使用、修改、损坏或丢失。例如，我们会使用加密技术提高个人信息的安全性，在您的浏览器与服务器之间交换数据时受SSL协议加密保护，我们提供HTTPS协议安全浏览方式；我们会使用受信赖的保护机制防止个人信息遭到恶意攻击；我们会部署访问控制机制，尽力确保只有授权人员才可访问个人信息。目前，我们的重要信息系统已经通过网络安全等级保护的三级以上测评。

2、 数据保护管理组织措施

我们建立了行业内先进的以数据为核心、围绕数据生命周期进行的数据安全管理体系，从组织建设、制度设计、人员管理及产品技术的维度提升个人信息的安全性。我们已经设置了个人信息保护专职部门，并指定了专人负责儿童个人信息保护。我们通过培训课程和考试，不断加强员工对于保护个人信息重要性的认识。

3、 个人信息安全事件的响应

如果我们的物理、技术或管理防护设施遭到破坏，导致信息被非授权访问、公开披露、篡改或毁坏，导致您的合法权益受损的，我们会及时启动应急预案，采取合理必要的措施，以尽可能降低对您个人的影响。如发生个人信息安全事件，我们还将按照法律法规的要求向您告知安全事件的基本情况和可能的影响、我们已采取或将要采取的处置措施、您可自主防范和降低风险的建议、对您的补救措施。我们将以短信、电话、推送通知及其他合理渠道告知您，难以逐一告知的，我们会采取合理、有效的方式发布公告。同时，我们还将按照监管部门要求，上报个人信息安全事件的处置情况。

4、 账户安全风险的防范

在使用淘宝网服务进行网上交易时，您不可避免地要向交易对方或潜在的交易对方披露自己的个人信息，如联络方式或联系地址。此外，您也可以通过我们的服务与第三方建立沟通、交流信息或分析内容。请您妥善保护自己的个人信息，仅在必要的情形下向他人提供，不轻信通过其他交易工具进行交易，以免信息被窃取甚至遭遇电信网络诈骗。

如您担心自己的个人信息尤其是您的账户或密码发生泄露，请您立即联络淘宝网客服或淘宝网服务中心以便我们根据您的申请采取相应措施。您也可以在“我的淘宝—设置—账户与安全—安全中心”自主进行“设备管理”“账号维护”“账号锁定”，以及提交欺诈的投诉举报。

六、政策的更新

为给您带来更好的产品和服务体验，我们持续努力改进我们的产品、服务及技术。在新的服务及业务流程变更时，我们可能会更新我们的隐私政策以告知您具体的变化。但未经您明确同意，我们不会限制您按照本政策所享有的权利。我们会在专门页面上发布对本政策所做的任何变更。

对于重大变更，我们还会提供更为显著的通知(包括我们会通过淘宝网公示的方式进行通知或向您提供弹窗提示)。

本政策所指的重大变更包括但不限于：

1、 产品的业务模式发生重大变化。如处理个人信息的目的、处理的个人信息类型、个人信息的使用方式；

2、 业务调整、交易并购引起的隐私政策的主体变更，新主体接收方变更原先的处理目的、处理方式；

3、 个人信息共享或公开披露的主要对象发生变化；

4、 用户个人信息权利及其行使方式发生重大变化；

5、 处理个人信息保护负责人的联络方式及投诉渠道发生变化时；

6、 个人信息保护影响评估报告表明产品存在对个人权益有重大影响。

我们还会将本政策的旧版本在淘宝网专门页面存档，供您查阅。

七、未成年人保护

在电子商务活动中我们推定您具有相应的民事行为能力。**如您为未成年人，我们要求您请您的父母或其他监护人仔细阅读本政策，并在徵得您的父母或其他监护人同意的前提下使用我们的服务或向我们提供信息。**

如果您是14周岁以下儿童的，在您使用我们的服务前，您和您的监护人应仔细阅读我们专门制定的《儿童个人信息保护规则和监护人须知》，确保在取得监护人对《儿童个人信息保护规则和监护人须知》的同意后，您才可在监护人的指导下使用我们的服务，确保您在使用我们的服务和进行交易时的安全。

若您是儿童的父母或其他监护人，请您关注儿童是否是在取得您的授权同意之后使用我们的服务。如您对儿童的个人信息有疑问，请与我们的个人信息保护专职部门联系。

八、联系我们

您可以通过以下方式与我们联系，我们将在15天内回复您的请求：

1、 如您对本政策内容有任何疑问、意见或建议，您可通过淘宝网客服或淘宝网服务中心与我们联系；

2、 我们还设立了个人信息保护专职部门，您可以通过【pipwg@service.alibaba.com】与其联系(请您注明与【淘宝网】有关，并说明具体事实情况)，办公地址：【杭州市馀杭区文一西路969号4号楼一层法务服务台】。**需注意的是，我们可能不会回复与本政策或您的个人信息权利无关的问题。**

如果您对我们的回复不满意，特别是您认为我们的个人信息处理行为损害了您的合法权益，**您还可以通过向被告住所地有管辖权的法院提起诉讼来寻求解决方案。**

附录：相关定义

淘宝网：指淘宝网(域名为taobao.com)网站及淘宝客户端。

淘宝网服务提供者：指淘宝网的互联网信息及软件技术服务提供者浙江淘宝网络有限公司、淘宝(中国)软件有限公司。

关联公司：指阿里巴巴集团控股有限公司(Alibaba Group Holding Limited)最新上市公司年报披露的淘宝平台服务提供者的关联公司。

支付宝公司：指提供支付宝服务的主体支付宝(中国)网络技术有限公司。

个人信息：以电子或者其他方式记录的与已识别或者可识别的自然人有关的各种信息，不包括匿名化处理后的信息。

敏感个人信息：敏感个人信息是一旦泄露或者非法使用，容易导致自然人的人格尊严受到侵害或者人身、财产安全受到危害的个人信息，包括生物识别、宗教信仰、特定身份、医疗健康、金融账户、行踪轨迹信息，以及不满十四周岁未成年人的个人信息。

儿童：指不满十四周岁的未成年人。

设备信息：包括设备标识符(Android ID、IMEI仅在27.40之前版本的淘宝App)、可变标识符(IDFA、OAID、GAID)应用信息(应用崩溃信息、通知开关状态、运行中的进程及其他应用相关信息)、设备参数及系统信息(设备类型、设备型号、操作系统、设备传感器、硬件序列号及硬件相关信息)，设备网络环境信息【IP地址、WLAN(Wi-Fi)信息、蓝牙信息、基站信息及其他网络相关信息，WLAN-MAC仅在申请位置权限后采集】、运营商信息、广播组件通讯信息。

服务日志信息：包括浏览记录、点击查看记录、搜索查询记录、收藏、添加至购物车、交易、售后、关注分享信息、发布信息，以及IP地址、浏览器类型、电信运营商、使用语言、访问日期和时间。

去标识化：指个人信息经过处理，使其在不借助额外信息的情况下无法识别特定自然人的过程。

匿名化：指个人信息经过处理无法识别特定自然人且不能复原的过程。

以上淘宝网基本功能隐私政策以淘宝网上载版本为准。