

**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

<input type="checkbox"/> I am a <b>non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card.</b> 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.
<input type="checkbox"/> I am a <b>non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card.</b> However, I was previously a <b>holder of Hong Kong Identity Card</b> , 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:  
(Please do not alter)

Date:

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

\_\_\_\_\_



## 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](http://www.bochk.com/creditcard).

1. Immediately upon receipt of the Card, you shall sign the Card and activate it according to our instructions. Your signature on the Card, or the use or activation of the Card or the use of any of the Services shall constitute conclusive evidence of your acceptance of and agreement to be bound by the User Agreement.
2. Use of the Card is restricted exclusively to you for bona fide purchases of goods and/or services and/or cash advances and you shall not use the Card for any other purposes, in particular any illegal purposes including payment for any illegal transaction.
3. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.
4. All the details of APRs for retail spending and cash advances and fees and charges are set out in the Fees Schedule referred to in the User Agreement. The Fees Schedule is available at our principal place of business in Hong Kong and on the Company’s website which can be accessed via the following link: [www.bochk.com/creditcard](http://www.bochk.com/creditcard) or any other webpage designated by the Company from time to time.
5. You will receive a statement of account and/or e-statement on a monthly or other periodic basis, except where there is no new transaction since the last statement. You shall promptly examine the transactions shown on the statement and/or e-statement carefully and notify the Company in writing of any error or unauthorized transactions within 60 days from the date of the statement and/or e-statement. Otherwise, we shall be entitled to treat all transactions shown on the statement and/or e-statement as correct, conclusive and binding on you and you shall be deemed to have waived any right to raise any objection.
6. You should repay the outstanding balance as shown on the statement and/or e-statement on time to avoid payment of interests and finance charges. If we do not receive the minimum payment amount as specified in the relevant statement and/or e-statement on or before the payment due date, an additional late charge shall be payable by you.
7. You shall exercise reasonable care and precautions to keep the Card, the device for accessing online service and the device for storing e-wallet Card (together, the “devices”) safe and the PIN and any of your security details in relation to the credit card services (together, the “Access Data”) secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company and/or Bank of China (Hong Kong) Limited (the “Bank”) to prevent fraud. You shall report as soon as reasonably practicable to the Company and the police upon the occurrence of any loss, theft, suspected unauthorized use or disclosure of the Card and/or Access Data or any counterfeit card.
8. Provided that you have acted in good faith and with due care (including taking the precautions and actions under Clause 7 to

IMPORTANT TERMS & CONDITIONS OF BOC CREDIT CARD 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

### 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.

### 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](http://www.mastercard.com.hk) / [www.visa.com.hk](http://www.visa.com.hk) / [www.unionpayintl.com/hk](http://www.unionpayintl.com/hk).

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# BOC Credit Card Key Facts Statement

Effective Date : 29 October 2023

Interest Rates and Interest Charges	
<p><b>Annualized Percentage Rate (APR) for Retail Spending</b></p>	<p>Maximum <b>35.70%*</b> for retail spending when you open your account and it will be reviewed from time to time.</p> <p>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 <b>HK\$5 / CNY5</b> (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.</p>
<p><b>Annualized Percentage Rate (APR) for Cash Advance</b></p>	<p>Maximum <b>35.31%*</b> for cash advance when you open your account and it will be reviewed from time to time.</p> <p>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</p>

	<p>the statement) from the date of that new transaction on a daily basis until payment is made in full thereof (a minimum charge of <b>HK\$5 / CNY5</b> (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.</p>
<p><b>Overdue APR</b></p>	<p>If you have not made any payment or you have made a payment of less than the minimum payment on or before the relevant due date ("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 <b>35.94%</b>; the maximum Cash Advance APR is <b>35.55%</b>.</p>
<p><b>Interest Free Period</b></p>	<p>Up to <b>56</b> days</p>
<p><b>Minimum Payment</b></p>	<p><b>HK\$230 / CNY230</b> (where applicable for HKD or CNY account respectively) or the summation of item (i) to (iv) (whichever is higher).                      (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) <b>1%</b> of the remaining principal balance (excluding items from (i) to (iii) above).</p>

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

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

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

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

Remarks:

- \*1. The Annualized Percentage Rate (APR) is computed in accordance with the guidelines laid down in The Hong Kong Association of Banks. An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate.
- ^2. Annual fee of BOC HKUST Platinum Card is **HK\$600** for main card and **HK\$300** for 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](http://www.bochk.com/creditcard).



## 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](http://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.