

感謝您選用中國銀行(香港)有限公司(「本行」)「綜合理財服務」(「私人財富」/「中銀理財」/「智盈理財」/「自在理財」)!「綜合理財服務」提供全面的銀行產品及服務·配合多元化的服務渠道·讓您隨時隨地輕鬆理財。請參閱以下相關條款以供參考。

「綜合理財服務」條款

1. 「私人財富」/「中銀理財」/「智盈理財」/「自在理財」綜合理財總值要求：

- 1.1 「綜合理財服務」客戶需維持「綜合理財總值」達以下指定金額或以上·以繼續享用相關綜合理財服務的專有服務、利益及優惠。如其「綜合理財總值」低於以下指定金額·本行保留編配客戶至適當級別或撤回客戶「綜合理財服務」及相關專有服務、利益及優惠的酌情權。

「綜合理財服務」	「綜合理財總值」要求
「私人財富」	港幣 800 萬元或以上
「中銀理財」	港幣 100 萬元或以上
「智盈理財」	港幣 20 萬元或以上
「自在理財」	港幣 1 萬元或以上

- 1.2 18 歲以下的「自在理財」客戶可獲豁免「綜合理財總值」要求·當客戶年滿 18 歲·需維持「綜合理財總值」達以上指定金額·以繼續享用相關綜合理財服務的專有服務、利益及優惠。

1.3 「綜合理財總值」定義：

1.3.1 包括客戶名下每月持有以下項目的價值：

- (i) 儲蓄及往來賬戶的存款、定期存款的本金、零存整付的已供款金額、投資資產的市值¹(包括證券²、證券孖展、債券、存款證、基金、結構性票據、股票掛鈎投資、外匯掛鈎投資、結構性投資、投資存款、貴金屬及外匯孖展、貴金屬)、往來賬戶內已動用的透支金額、人壽保險計劃³、其他貸款⁴的結欠餘額及強積金⁵歸屬權益總結餘的每日日終結總和的平均值；以及
- (ii) 按揭供款金額⁶、中銀信用卡⁷的結欠餘額及未誌賬的分期餘額·以及「商業理財賬戶」主戶的「客戶關係值」⁸。

1.3.2 客戶的「綜合理財總值」包括其所有單名及聯名賬戶的「綜合理財總值」。每月實際計算時期由上月最後一個營業日起計至當月的最後一個營業日的前一日。

1.3.3 所有外幣結餘以本行不時公佈的外匯牌價折合港幣計算。

1.3.4 有關計算結果概以本行紀錄為準。

¹ 本行會按個別投資產品計算其每日市值·但不包括已買入但未交收的股票價值·而已抵押予本行的股票價值則計算在內。

² 本地上市證券(包括港元及非港元結算的證券)、中國 A 股、美股、指定新加坡上市證券(指定新加坡上市證券按上月底價格計算)。

³ 只適用於本行以保險代理身份分銷的有效人壽保險計劃·詳情如下：

(i) 投資相連人壽保險計劃及香港年金公司承保的「香港年金計劃」以保險計劃中的保單價值計算；其他人壽保險計劃以保險計劃中的保單價值或累積淨已繳保費較高者計算；

(ii) 本行保留不時更新有效人壽保險計劃種類·而不作事前通知客戶之權利。

⁴ 其他貸款指由中銀信用卡(國際)有限公司(「卡公司」)或本行推出的貸款產品·但不包括往來賬戶的透支、按揭貸款和中銀信用卡的結欠及未誌賬的分期餘額。

⁵ 只適用於由中銀國際英國保誠信託有限公司作為信託人的強積金。

⁶ (i) 概不計算任何提前還款金額；(ii) 「置理想」按揭計劃按下期每月最低還款金額計算；(iii) 安老按揭計劃則以每月年金金額計算·但不包括首期的每月年金金額。

⁷ 中銀信用卡為卡公司的信用卡。

⁸ 只適用於選用「私人財富」/「中銀理財」服務的個人客戶(只限單名賬戶)擁有的獨資公司。該公司須持有本行「商業理財賬戶」·而該客戶已向本行登記將主戶的「客戶關係值」計算入其個人名下的「綜合理財總值」。有關「商業理財賬戶」的「客戶關係值」詳情·請參閱相關產品單張及其服務條款及細則。

2. 「綜合理財服務」級別編配：

- 2.1 本行可在其認為合適的情況下不時編配、更改或撤回相關客戶的「綜合理財服務」級別。
- 2.2 本行亦可不時覆核及更改「綜合理財服務」級別的設定及安排(包括但不限於新增設或刪除級別)，並以新的設定及安排重新編配、更改或撤回相關客戶的「綜合理財服務」級別。
- 2.3 本行可不時覆核客戶的「綜合理財服務」級別，若客戶的「綜合理財總值」低於相關要求的指定金額，本行可編配、更改或撤回相關客戶的「綜合理財服務」級別。
- 2.4 於更改或撤回「綜合理財服務」級別後，客戶不再享有原有所屬「綜合理財服務」級別之專有服務、利益及優惠。但本條款及相關服務、利益及優惠之條款對客戶仍具有約束力，直至客戶就該等專有服務、利益及優惠欠付本行之所有義務及責任獲償還及履行為止。
- 2.5 除綜合月結單外，客戶可透過網上銀行及手機銀行查閱其「綜合理財總值」及所屬的理財層級。
- 2.6 如欲維持現有「綜合理財服務層級」，請聯絡本行。

3. 「綜合理財服務」專有服務、利益及優惠：

- 3.1 各「綜合理財服務」級別可享各自專有服務、利益及優惠，現有「綜合理財服務」優惠詳情可瀏覽本行網頁 www.bochk.com。
- 3.2 本行可不時修訂、暫停或取消「綜合理財服務」級別的專有服務、利益及優惠。

4. 「自動轉撥服務」條款及細則：

- 4.1 「綜合理財服務」客戶可申請使用港元、美元及人民幣的「自動轉撥服務」。
- 4.2 「自動轉撥服務」是適用於客戶指定往來賬戶的服務，資金不足以支付有關票款的情況。若轉撥金額不超過本行不時釐定或客戶設定的最高限額，並受下文第 4.5 至 4.13 條規定的條款及細則約束，本行將在支票交收的下一日自動將等於客戶指定儲蓄賬戶差額的款項轉入指定的往來賬戶。如支票總金額超出轉撥最高限額，即使其中單一支票票額低於最高限額，「自動轉撥服務」將不獲執行。
- 4.3 預設的自動轉撥上限如下：

A1. 2019 年 11 月 18 日 (“生效日期”) 前：

「綜合理財服務」	港元賬戶	美元賬戶	人民幣賬戶
「中銀理財」	港幣 10,000 元	美元 1,200 元	人民幣 8,000 元
「智盈理財」	港幣 5,000 元	美元 600 元	人民幣 4,000 元
「自在理財」	港幣 5,000 元	美元 600 元	人民幣 4,000 元

A2. 生效日期起：

「綜合理財服務」	港元賬戶	美元賬戶	人民幣賬戶
「私人財富」/ 「中銀理財」/ 「智盈理財」/ 「自在理財」	港幣 10,000 元	美元 1,200 元	人民幣 8,000 元

- 4.4 客戶亦可按需要另行設定有關限額，自設的自動轉撥上限如下：

B1. 生效日期前：

「綜合理財服務」	港元賬戶	美元賬戶	人民幣賬戶
「中銀理財」	港幣 100,000 元	美元 12,000 元	人民幣 80,000 元
「智盈理財」	港幣 50,000 元	美元 6,000 元	人民幣 40,000 元
「自在理財」	港幣 30,000 元	美元 4,000 元	人民幣 20,000 元

B1. 生效日期起：

「綜合理財服務」	港元賬戶	美元賬戶	人民幣賬戶
「私人財富」/ 「中銀理財」/ 「智盈理財」/ 「自在理財」	港幣 100,000 元	美元 12,000 元	人民幣 80,000 元

- 如客戶取消「綜合理財服務」，相關「自動轉撥服務」亦會相應取消。
- 上述 A2 及 B2 所述生效日期起生效的新預設自動轉撥上限及自設自動轉撥上限規定，亦適用於已經在生效日期之前生效的「自動轉撥服務」之客戶。
- 如客戶於生效日期前更改自動轉撥限額（現有自設的自動轉撥限額），則現有自設的自動轉撥限額仍然適用，除非客戶按照其他方式更改生效日期後上述 B2 所述的新自設自動轉撥限額。

4.5 「自動轉撥服務」定義及釋義：

- 4.5.1 「賬戶持有人」指「存入賬戶」及「扣款賬戶」的持有人；
- 4.5.2 「營業日」指(a)銀行在香港開門營業的日子或(b)就指定服務而言，本行提供該指定服務的日子；惟星期六、日及公眾假期除外；
- 4.5.3 「截止時間」指本行為釐定透支本金而不時指定的營業日的某個時間；
- 4.5.4 「透支本金」指於營業日的截止時間在「存入賬戶」所透支的本金總額，或於該營業日在「存入賬戶」內扣除的支票總額，以較少者為準；
- 4.5.5 「存入賬戶」是以賬戶持有人名義在本行開立的往來賬戶，並由賬戶持有人指定且由本行接納為「存入賬戶」；
- 4.5.6 「扣款賬戶」是與「存入賬戶」貨幣相同且以賬戶持有人名義在本行開立的儲蓄賬戶，並由賬戶持有人指定且由本行接納為「扣款賬戶」。

4.6 本行僅在本條款的規限下向賬戶持有人提供本「自動轉撥服務」

4.7 如「存入賬戶」在任何營業日的截止時間因開出的支票導致透支，本行將在支票交收的下一日由「扣款賬戶」自動轉撥一筆與透支本金相同的款額（「轉撥額」）至「存入賬戶」，但必須符合以下條件：

- 4.7.1 在該轉撥前，「存入賬戶」沒有備用抵押透支、或其備用抵押透支低於「透支本金」（如適用）；及
- 4.7.2 在該轉撥前，「扣款賬戶」的可用及未負債金額超出或等同「透支本金」；及
- 4.7.3 「透支本金」不得超出本行不時全權指定的最高限額、或由賬戶持有人不時所設定的最高限額。

4.8 「透支本金」將按本行不時公佈的透支利率計算利息，客戶需於本行指定的日期前支付利息。

4.9 為免存疑，本「自動轉撥服務」只適用於因「存入賬戶」開出的支票而導致透支的情況。然而，即使本行可透過本「自動轉撥服務」作出自動轉撥，如基於任何原因本行未能結算「存入賬戶」開出的任何支票，本行並無責任由「存入賬戶」撥還任何部分的轉撥額至「扣款賬戶」。

4.10 賬戶持有人有責任不時監察及維持或促使「扣款賬戶」維持足夠可用及未負債金額，使本行可透過本「自動轉撥服務」不時作出自動轉撥，以履行及/或解除「扣款賬戶」對本行或任何第三方的所有適用指示、責任及債務（包括自動轉賬或直接扣賬指示）。

4.11 在不影響上述條文的一般性情況下，「存入賬戶」或/及「扣款賬戶」因任何原因被凍結，本行可在任何時間並在沒有發出通知的情況下拒絕履行本「自動轉撥服務」而毋須承擔責任。

4.12 登記用作本「自動轉撥服務」的賬戶必須為在本行開立的賬戶。

4.13 受限於本條款，若有關轉撥不符合本「自動轉撥服務」的資格，本行將相應履行各方之間就「存入賬戶」、「扣款賬戶」、其他賬戶或服務已存在的任何其他安排。為免存疑，並在不影響本條款的任何條文的情況下，本「自動轉撥服務」項下進行的轉撥均受本條款所規限，而在其他任何安排項下提供或進行的轉撥或交易則受各方之間訂立的現有協定所規限。

5. 「透過電話及/或電子渠道提供指示」之條款及細則

- 5.1 「綜合理財服務」客戶可以電話及/或電子渠道向本行發出的同一賬戶名稱項下的同幣轉賬、外幣兌換、定期存款、貸款、信用卡、投資及保險指示的種類，應受制於本行不時就同一賬戶名稱項下的同幣轉賬、外幣兌換、定期存款、貸款、信用卡、不同投資及保險產品訂立的限制、條件或確認程序。
- 5.2 就與客戶的電話及/或電子渠道對話，客戶在此授權本行可以書面及 / 或錄音及 / 或任何其他形式記錄該等通話/通訊內容。本行可視該等通話/通訊記錄為最終及具有約束力的證據。本行有權視乎所需決定該等通話/通訊記錄的保留時限。
- 5.3 所有由客戶 / 或其他被授權代表 (如適用) 有關客戶就同一賬戶名稱項下的同幣轉賬、外幣兌換、定期存款、貸款、信用卡、投資及保險交易操作其賬戶之人士以電話及/或電子渠道發出的指示將對有關客戶構成約束力。
- 5.4 凡多於一位的賬戶持有人 / 被授權簽字人 (如適用) 共同簽署，即使客戶就簽署安排向本行有特別指明，本行可按其酌情權，接受和執行由任何一位賬戶持有人或任何一位被授權簽字人 (如適用) 以電話及/或電子渠道單獨發出之指示，及於各方面對有關所有其他客戶構成約束力。
- 5.5 本行有有關措施認證由客戶或其代表 (如適用) 以電話及/或電子渠道發出或意圖發出的指示或核實任何發出該指示的人士的身份。但本行於採用有關認證措施後，本行有權倚賴及真誠地認為該指示是真確及根據其行事，而本行亦毋須為有關客戶因此可能承受或招致的任何損失、賠償、費用或支出負上責任。有關客戶明白和完全接受以電話及/或電子渠道發出指示的風險，包括出現任何未經授權的指示或由未被授權人士發出指示的風險。
- 5.6 本行可按其酌情權及毋須給予任何理由拒絕按照任何有關客戶或其代表 (如適用) 以電話及/或電子渠道發出或意圖發出的指示行事，本行亦毋須為有關客戶因此承受或招致的任何損失或賠償負上責任，及有權要求有關客戶在本行根據該指示行事前作出確認。
- 5.7 除非由於本行的疏忽或故意的不當行為而引致的損失，本行毋須對客戶由於任何本行無法控制的原因而本行行使其酌情權所可能承受或招致的任何損失、損害、代價或支出負責，包括但不限於任何傳送或記錄設備的停頓或故障，或在傳送途中由於任何其他理由停頓或延誤或出現錯誤。
- 5.8 除非由於本行的疏忽或故意失責所引致的損失，有關客戶同意應本行要求彌償本行無論直接或間接因接受及 / 或倚賴或根據有關客戶或其代表以電話及/或電子渠道發出的指示行事而引起的或有關連的訴訟、法律程序、申索、損失、賠償、訟費及支出等本行合理地招致的損失。

6. 一般條款：

- 6.1 「私人財富」、「中銀理財」及「智盈理財」服務只適用於 18 歲或以上的個人銀行客戶。
- 6.2 「自在理財」服務只適用於 11 歲或以上的個人銀行客戶。年滿 11 歲的「自在理財」客戶可申請開立港元儲蓄賬戶、提款卡及網上/手機/電話銀行服務，包括賬戶查詢及電子綜合月結單等。年滿 16 歲的「自在理財」客戶更可申請開立「外匯寶」外幣儲蓄賬戶，並可透過網上/手機/電話銀行享用外幣兌換、開立定期存款及繳付指定賬單(只適用於網上銀行)等服務。當「自在理財」客戶年滿 18 歲即可自動享用全面的網上/手機/電話銀行服務。
- 6.3 上述各項產品、服務與優惠受有關條款約束，詳情可向本行職員查詢，或參閱本「綜合理財服務」條款、服務條款及零售銀行服務一般說明，客戶可於本行分行索取有關文件或瀏覽本行網頁 www.bochk.com。
- 6.4 本行保留不時修訂、暫停或取消上述產品、服務及優惠，以及修訂相關條款及本條款的酌情權。
- 6.5 如有任何爭議，本行保留最終決定權。
- 6.6 如本服務條款的中、英文版本有歧異，概以中文版本為準。

7. 風險聲明：

- 7.1 投資雖可帶來獲利機會，但每種投資產品或服務都有潛在風險。個別投資產品的性質及風險詳情，請參閱相關銷售文件。您應徵詢獨立財務顧問的意見。本條款由中國銀行(香港)有限公司刊發，內容並未經香港證券及期貨事務監察委員會審閱。

Thank you for taking up Bank of China (Hong Kong) Limited (the "Bank") Integrated Banking Services (Private Wealth / Wealth Management / Enrich Banking / i-Free Banking)! Integrated Banking Services provide you with a comprehensive range of banking products and services, together with our multiple service channels, enabling you to manage your finance flexibly. Please see the relevant terms as follows.

Terms of Integrated Banking Services

1. Private Wealth / Wealth Management / Enrich Banking / i-Free Banking "Total Relationship Balance" requirements:

- 1.1 In order to enjoy the exclusive services, benefits and privileges of the Integrated Banking Services, a customer should maintain the "Total Relationship Balance" of the following designated amount or above. If a customer is not able to meet the "Total Relationship Balance" requirement, the Bank may allocate the customer to the appropriate Integrated Banking Services status or withdraw the same and the relevant exclusive services, benefits and privileges enjoyed by the customer at its sole discretion.

Integrated Banking Services	"Total Relationship Balance" Requirements
Private Wealth	HK\$8,000,000 or above
Wealth Management	HK\$1,000,000 or above
Enrich Banking	HK\$200,000 or above
i-Free Banking	HK\$10,000 or above

- 1.2 i-Free Banking customers aged under 18 are eligible for the waiver of "Total Relationship Balance" requirement. When customers reach the age of 18, it is necessary to maintain the "Total Relationship Balance" up to the above designated amount to continue to enjoy the exclusive services, benefits and privileges of the relevant Integrated Banking Services.

1.3 Definition of "Total Relationship Balance":

1.3.1 Includes the monthly value of the following items under the customer's name:

- (i) The average amount of the total day-end balance of the deposit balance in the savings and current accounts, the principal amount of time deposits, contributed amounts of the Club Deposits, value of the investment assets¹(including Securities², Securities Margin, Bonds, Certificate of Deposit, Funds, Structured Notes, Equity Linked Investments, Currency Linked Investment, Structured Investment, Investment Deposit, Precious Metal / FX Margin, Precious Metals), utilised overdraft balance under the current accounts, life insurance plan³, outstanding balance of other loans⁴ and the vested balance of the Mandatory Provident Funds ("MPFs")⁵; and
- (ii) Mortgage payments⁶, outstanding balance and un-post installment balance under the BOC Credit Card⁷ and the "Total Relationship Balance" of the Master Customer of "Business Integrated Account"⁸.

1.3.2 The "Total Relationship Balance" under the customer's name includes the "Total Relationship Balance" of all his/her sole-name and joint-name accounts. Actual monthly calculation period starts from the last business day of the previous month to the day before last business day of the prevailing month.

1.3.3 All foreign currency balances are calculated based on exchange rates quoted by the Bank from time to time.

1.3.4 The relevant calculation results shall be subject to the Bank's records.

¹ The Bank calculates the daily market value according to the features of investment products. Unsettled bought quantities of the stock are excluded while securities collateral is included.

² Local listed securities (including securities settled in Hong Kong Dollar and non-Hong Kong Dollar), China A shares, US securities, specified Singapore listed securities (The value of the specified Singapore listed securities would be calculated on the basis of the closing price at the end of the previous month).

³ Only apply to in force life insurance plans distributed by the Bank as an insurance agent with details as follows:

- (i) Investment-linked life insurance plans and "HKMC Annuity Plan" underwritten by HKMC Annuity Limited are calculated based on the Policy Value of the policies; Other life insurance policies are calculated based on the Policy Value or Accumulated Net Premium Paid for the policies, whichever is higher;
- (ii) The Bank reserves the right to update the scope of in force life insurance plans from time to time, without prior notice to customers.
- ⁴ Other loans refer to the loan products provided by BOC Credit Card (International) Limited ("Card Company") or the Bank excluding the overdraft under the current accounts, mortgage loans and the payments and un-post installment balance under the BOC Credit Cards.
- ⁵ Only apply to the MPFs with BOCI-Prudential Trustee Limited as the Trustee.
- ⁶ (i) Excludes any prepayment amount; (ii) For the "All-You-Want" Mortgage Scheme, the next monthly minimum payment will be counted; (iii) For the Reverse Mortgage Scheme, the monthly payout amount is counted, except the first monthly payout amount.
- ⁷ BOC Credit Cards refer to the credit cards issued by Card Company.
- ⁸ Only apply to the sole proprietorships owned by the personal customers (for sole-name account only) who maintain Private Wealth / Wealth Management service with the Bank. Such sole proprietorship holds the "Business Integrated Account" with the Bank and the customer has registered with the Bank to add the "Total Relationship Balance" of the Master Customers to his/her individual "Total Relationship Balance". For the details of "Total Relationship Balance" of "Business Integrated Account", please refer to the relevant product leaflets and terms for the services.

2. Allocation of Integrated Banking Services status :

- 2.1 The Bank can allocate, vary or withdraw the Integrated Banking Services status of a customer as the Bank sees fit from time to time.
- 2.2 The Bank can review and change the setting and arrangement of the Integrated Banking Services status (including but not limited to newly add or cancel an Integrated Banking Services status) from time to time and allocate, vary or withdraw the related customers' Integrated Banking Services status according to the new setting and arrangement.
- 2.3 The Bank can review the Integrated Banking Services status allocated to a customer from time to time. If the "Total Relationship Balance" of the customer is lower than the designated amount as required, the Bank can allocate, vary or withdraw the related customer's Integrated Banking Services status.
- 2.4 After changing or withdrawal of the Integrated Banking Services status, the customer can no longer enjoy the exclusive services, benefits and privileges of the Integrated Banking Services status to which the customer was formerly allocated. Nonetheless, the terms applicable to such exclusive services, benefits and privileges are still binding on the customer until the customer has paid and fulfilled all obligations and liabilities in relation thereto.
- 2.5 Apart from integrated banking statement, customers can enquiry your "Total Relationship Balance" and Integrated Banking Services status via internet banking and mobile banking.
- 2.6 Please contact the Bank if you want to maintain your Integrated Banking Service status.

3. Integrated Banking Services exclusive services, benefits and privileges:

- 3.1 Customers of different Integrated Banking Services status can enjoy the respective exclusive services, benefits and privileges. For details, please visit the Bank website www.bochk.com.
- 3.2 The Bank can amend, suspend or terminate the exclusive services, benefits and privileges of the Integrated Banking Services status from time to time.

4. Terms and Conditions of "Auto-Sweeping Service":

- 4.1 Integrated Banking Services customers are eligible for applying for HKD, USD and RMB "Auto-Sweeping Service".
- 4.2 "Auto-Sweeping Service" is a service available to the customer's designated current account with insufficient fund to settle cheque(s) at the cut-off time specified by the Bank. The Bank will automatically transfer a sum equal to the shortfall from the customer's designated savings account to the designated current account on the following day after a cheque is cleared, provided that the transfer sum does not exceed the maximum limit prescribed by the Bank from time to time or the maximum limit designated by the customer and subject to the terms and conditions as set out in Clause 4.5 to 4.13 below. If the total transfer sum exceeds the maximum limit, the "Auto-Sweeping Service" will not be executed even though the amount of one of the cheques is below the maximum limit.
- 4.3 The pre-set maximum limit of Auto-Sweeping are as follows:

A1. Before 18 November 2019 ("Effective Date") :

Integrated Banking Services	HKD account	USD account	RMB account
Wealth Management	HK\$10,000	US\$1,200	RMB8,000

Enrich Banking	HK\$5,000	US\$600	RMB4,000
i-Free Banking	HK\$5,000	US\$600	RMB4,000

A2. With effect from the Effective Date :

Integrated Banking Services	HKD account	USD account	RMB account
Private Wealth / Wealth Management / Enrich Banking / i-Free Banking	HK\$ 10,000	US\$ 1,200	RMB 8,000

4.4 Customers can re-set the maximum limit of Auto-Sweeping ("Self-designated Maximum Limit") at or below the following amount:

B1. Before the Effective Date :

Integrated Banking Services	HKD account	USD account	RMB account
Wealth Management	HK\$100,000	US\$12,000	RMB80,000
Enrich Banking	HK\$50,000	US\$6,000	RMB40,000
i-Free Banking	HK\$30,000	US\$4,000	RMB20,000

B2. With effect from the Effective Date :

Integrated Banking Services	HKD account	USD account	RMB account
Private Wealth / Wealth Management / Enrich Banking / i-Free Banking	HK\$ 100,000	US\$ 12,000	RMB 80,000

- If customers cancel the Integrated Banking Services, the "Auto-Sweeping Service" will be canceled accordingly.
- The new pre-set maximum limit and Self-designated Maximum Limit which will become effective from the Effective Date as referred to in Clauses A2 and B2 above will also apply to customers who have already activated the "Auto-Sweeping Service" before the Effective Date.
- If customers have already re-set the maximum limit of Auto-Sweeping before the Effective Date ("Existing Self-designated Maximum Limit"), the Existing Self-designated Maximum Limit still applies unless otherwise changed by the customers in accordance with the new Self-designated Maximum Limit as referred to in Clause B2 above after the Effective Date.

4.5 Definitions and Interpretation of "Auto-Sweeping Service"

4.5.1 "Account Holder(s)" means the holder(s) of the Funds Recipient Account and the Funds Source Account;

4.5.2 "Business Day" shall mean a day other than a Saturday, Sunday or public holiday on which (a) banks are open for business in Hong Kong or (b) to the extent a particular service is concerned, such service is made available by the Bank;

4.5.3 "Cut-off Time" means such time of the Business Day designated by the Bank from time to time for determination of the Overdrawn Principal;

4.5.4 "Overdrawn Principal" means the total amount of principal overdrawn on the "Funds Recipient Account" as at the Cut-off Time of the Business Day, or the total amount of cheques debited from the "Funds Recipient Account" on that Business Day, whichever is lower;

4.5.5 "Funds Recipient Account" means such current account under the name of the Account Holder(s) held with the Bank, which is designated by the Account Holder(s) and accepted by the Bank as "Funds Recipient Account";

4.5.6 "Funds Source Account" means such savings account in the same currency as that of the "Funds Recipient Account" under the name of the Account Holder(s) held with the Bank, which is designated by the Account Holder(s) and accepted by the Bank as "Funds Source Account".

4.6 Subject to these Terms, the Bank shall provide this "Auto-Sweeping Service" to the Account Holder(s).

4.7 If the "Funds Recipient Account" is overdrawn by cheque(s) at the Cut-off Time on any Business Day, the Bank will automatically transfer a sum equal to the Overdrawn Principal ("Transfer Sum") from the "Funds Source Account" to the "Funds Recipient Account" on the following day after a cheque is cleared, upon fulfilling the following conditions:

- 4.7.1 Before such transfer, the amount of the available secured overdraft facility in "Funds Recipient Account" is lower than the Overdrawn Principal (if applicable) or there is no secured overdraft facility in "Funds Recipient Account"; and
- 4.7.2 The amount of the available cleared funds in the "Funds Source Account" is greater than or equal to the Overdrawn Principal before such transfer; and
- 4.7.3 The Overdrawn Principal must not exceed the maximum limit prescribed by the Bank from time to time at its absolute discretion, or the maximum limit designated by the Account Holder(s) from time to time.
- 4.8 The Overdrawn Principal will be subject to interest charges at the standard overdraft rates published by the Bank from time to time. Customers are required to pay the accrued interest prior to the day specified by the Bank.
- 4.9 For the avoidance of doubt, this "Auto-Sweeping Service" is only applicable to overdraft of the "Funds Recipient Account" due to any drawing of cheque(s) from that account. However, despite any automatic transfer effected by the Bank through this "Auto-Sweeping Service", the Bank is not obliged to transfer any part of the Transfer Sum from the "Funds Recipient Account" back to the "Funds Source Account" if any cheque drawn on the "Funds Recipient Account" cannot be cleared for whatever reason.
- 4.10 It is the Account Holder(s)' responsibility to monitor and maintain sufficient available cleared funds in the "Funds Source Account" from time to time in order that all applicable instructions, obligations and liabilities on the "Funds Source Account" owed to the Bank or any third party (including any Autopay or direct debit instructions) can be met and/or discharged when any automatic transfer is effected by the Bank from time to time through this "Auto-Sweeping Service".
- 4.11 Without prejudice to the generality of the foregoing provisions, the Bank may refuse to perform this "Auto-Sweeping Service" at any time without notice and without liability if the "Funds Recipient Account" or/and the "Funds Source Account" is/are frozen for any reason.
- 4.12 Accounts registered for this "Auto-Sweeping Service" must be accounts held with the Bank.
- 4.13 Subject to these Terms, if the relevant transfers are not qualified for this "Auto-Sweeping Service", any other arrangements which have already been in existence between the parties regarding "Funds Recipient Account", "Funds Source Account", or other accounts or services will be implemented by the Bank accordingly. For the avoidance of doubt, and without prejudice to anything provided hereof, the transfers rendered under this "Auto-Sweeping Service" are governed by these Terms, and that any transfer or transaction provided or rendered under any other arrangements are to be governed by the existing agreements entered into between the parties.

5. Terms and Conditions regarding Giving Instructions by Phone and/or other digital Channels

- 5.1 The type of same name account transfer of same currency, foreign exchange, time deposit, loans, credit card, investment and insurance instructions that can be provided to the Bank by telephone and/or other digital Channels shall be subject to such restrictions, conditions or confirmation procedures as may be imposed by the Bank from time to time for same name account transfer of same currency, foreign exchange, time deposit, loans, credit card, different investment and insurance products.
- 5.2 The Bank may, and the customer(s) hereby authorize(s) the Bank to record these telephone and/or other digital Channels communications by writing and/or tape recording and/or any other means, and the Bank may deem such recordings as conclusive and binding evidence of the same as against the customer(s). The Bank shall be entitled to keep such recordings for as long as it considers necessary.
- 5.3 All instructions given or purportedly given by the customer(s) and/or any other person(s) authorized (if applicable) to operate his/their account(s) on his/their behalf with respect to same name account transfer of same currency, foreign exchange, time deposit, loans, credit card, investment and insurance transactions by telephone and/or other digital Channels are binding on the customer(s).
- 5.4 Where there are more than one account holder(s)/ authorized signatory(ies) (if applicable) signing jointly, the Bank may, in its discretion, accept and act on telephone and/or other digital Channels instructions given by any one of such account holder(s) singly or any one of such authorized signatory(ies) (if applicable) singly, and are binding on all other customer(s) in all respects notwithstanding the signing arrangement specified by the customer(s) to the Bank.
- 5.5 The Bank has authentication measures in place to authenticate instructions given or purportedly given by the customer(s) or on his/their behalf (if applicable) by telephone and/or other digital Channels or to verify the identity of any person giving such instructions. Nevertheless, the Bank shall not be responsible for any losses, damages, costs or expenses which the customer(s) may suffer or incur as a result as the Bank shall be entitled to rely and act on such instructions which the Bank in good faith and after adopting the authentication measures believes to be genuine. The customer(s) understand(s) and fully accept(s) the risks in giving instructions by telephone and/or other digital Channels including the risk of any instruction being unauthorized or given by an unauthorized person.
- 5.6 The Bank may, in its discretion, refuse to act upon any instructions given or purportedly given by the customer(s) or on his/their behalf (if applicable) by telephone and/or other digital Channels without any reason and without being responsible for any loss or damage suffered by the customer(s) thereby arising and may require his/their confirmation before acting on such instructions.

- 5.7 Unless caused by the negligence or wilful misconduct of the Bank, the Bank shall not be liable for any losses, damages, costs or expenses that the customer(s) may suffer or incur resulting from the exercise of such discretion by the Bank by reason of any cause beyond the Bank's control, including (without limitation) any breakdown or failure of transmission or recording facilities or whatsoever reason, or breakdown of or delay or error in transmission for any other reason.
- 5.8 The customer(s) shall keep the Bank indemnified on demand against all actions, proceedings, claims, losses, damages, costs and expenses reasonably incurred by the Bank which may be brought against the Bank or suffered or incurred by the Bank arising directly or indirectly in connection with its accepting and/or relying on or acting on any instructions given by the customer(s) or on his/their behalf by telephone and/or other digital Channels, unless due to the negligence or wilful default of the Bank.

6. General terms:

- 6.1 Private Wealth, Wealth Management and Enrich Banking services are only applicable to personal banking customers aged 18 or above.
- 6.2 i-Free Banking service is only applicable to personal banking customers aged 11 or above. i-Free Banking customers aged from 11 can apply for HKD savings account, ATM card and Internet/ Mobile/ Phone Banking services including account enquiries and electronic consolidated monthly statements etc. i-Free Banking customers aged from 16 can apply for Multi-Currency Savings Account and enjoy the services of foreign currency exchange, time deposit placement and payment for designated bills (only applicable to Internet Banking) etc. through Internet/ Mobile/ Phone Banking. i-Free Banking customers can enjoy the full range of Internet/ Mobile/ Phone Banking services automatically at the age of 18.
- 6.3 The above products, services and offers are subject to the relevant terms. Please contact the Bank staff for details or refer to this Terms of Integrated Banking Services, Conditions for Services and General Information. Customer can obtain the related documents from our branch or visit the Bank website www.bochk.com.
- 6.4 The Bank reserves the rights to amend, suspend or terminate the above products, services and offers and to amend the relevant terms and these terms from time to time at its sole discretion.
- 6.5 In case of any dispute, the decision of the Bank shall be final.
- 6.6 Should there be any discrepancy between the Chinese and English versions of this service terms, the Chinese version shall prevail.

7. Risk Disclosure:

- 7.1 Although investment may bring about profit opportunities, each type of investment product or service comes with its own risks. For details of the nature of a particular product and the risks involved, please refer to the relevant offering documents. You should seek advice from an independent financial adviser. This service terms is issued by Bank of China (Hong Kong) Limited and the contents have not been reviewed by the Securities and Futures Commission of Hong Kong.

中銀香港「私人財富」條款及細則（「本條款」）

1. 中銀香港「私人財富」

- (a) 中銀香港「私人財富」是中國銀行（香港）有限公司（「本行」或「中銀香港」）向合資格的「中銀理財」客戶提供的服務。客戶享用「私人財富」須受本條款約束。
- (b) 「私人財富」為客戶提升「中銀理財」服務。「私人財富」客戶可享受指定尊尚禮遇、服務及產品，包括由本行特選生活體驗及禮賓服務供應商（「禮賓服務供應商」）提供的尊貴禮賓服務，以及其他由本行提供或安排的銀行、保險及財富管理服務及產品。本行亦可就本行的服務及產品向「私人財富」客戶提供特惠收費及優惠息率。有關「私人財富」提供的尊尚禮遇、服務及產品的詳情，請參閱「私人財富」迎新指南或向專責為您服務的中銀香港客戶經理查詢或透過本行不時指定的渠道獲取相關資料。
- (c) 本行有權為整體「私人財富」的運作不時指定、增減、修訂、暫停及/或撤銷「私人財富」提供的尊尚禮遇、服務、產品、特惠收費及優惠息率，以及享用的資格及條件。

2. 本條款及其他適用條款

- (a) 本條款處理與「私人財富」相關的特定事項。成為「私人財富」客戶後，您的「綜合理財服務」級別及相關服務及產品將繼續受「綜合理財服務」的條款及本行的「服務條款」（統稱「其他條款」）約束。本條款應與其他條款一併閱讀。如本條款中的條文與其他條款的條文有任何不一致之處，就「私人財富」而言，應以本條款為準。
- (b) 「私人財富」提供的尊尚禮遇、服務及產品受各自適用的資格標準及條款及細則（統稱「特定條款」）規限。如特定條款的條文與本條款的條文有任何不一致之處，就相關尊尚禮遇、服務或產品而言，應以特定條款為準。本行會向客戶提供相關尊尚禮遇、服務或產品的適用特定條款，客戶亦可向本行索取特定條款。
- (c) 由第三方供應商（包括禮賓服務供應商）向客戶提供的尊尚禮遇、服務及產品受該第三方供應商指定的條款及細則約束。**在獲取或使用由任何第三方供應商提供的尊尚禮遇、服務或產品前，您必須細閱並接受該第三方供應商指定的條款及細則。**

3. 「私人財富」的資格標準及維持條件

- (a) 成為「私人財富」客戶，您必須為 18 歲或以上的「綜合理財服務」客戶，並維持綜合理財總值達最少 8,000,000 港元（「升級結餘」）。綜合理財總值的定義及計算方法在「綜合理財服務」條款中列明。
- (b) 如您符合「私人財富」的資格，本行會通知您升級安排而您有權選擇接受升級與否。
- (c) 成為「私人財富」客戶後，您必須維持升級結餘以維持您的「私人財富」客戶級別及享用「私人財富」提供的尊尚禮遇、服務及產品。**如您的綜合理財總值低於升級結餘，本行保留酌情權撤回您的「私人財富」級別及再向您編配合適的級別。在撤回「私人財富」級別後，您不再享有「私人財富」級別尊享的尊尚禮遇、服務及產品。但請注意，本條款及適用特定條款應繼續有效並對您具約束力，直至您當時享用任何尊尚禮遇、服務及產品完全終止。**

4. 第三方供應商提供的尊尚禮遇、服務及產品

任何第三方供應商（包括禮賓服務供應商）向您提供的尊尚禮遇、服務及產品皆由有關第三方供應商向您直接提供。就任何第三方供應商提供的尊尚禮遇、服務及產品的質素，或其未能或延誤提供指定尊尚禮遇、服務或產品，本行概不負責。您須向第三方供應商直接提出及解決就其提供尊尚禮遇、服務或產品的任何投訴或爭議。

5. 收集及使用您的資料

- (a) 為享用「私人財富」的尊尚禮遇、服務及產品，您需要不時向本行提供個人資料及其他資料，本行亦可透過向您提供尊尚禮遇、服務或產品的禮賓服務供應商或其他第三方供應商收集您的個人資料及其他資料。本行會按本行的「資料政策通告」及其他適用的條款收集、使用及處理您的個人資料。您可向專責為您服務的中銀香港客戶經理索取或瀏覽本行網站 <https://www.bochk.com>，取得「資料政策通告」。
- (b) 向您提供尊尚禮遇、服務或產品的第三方供應商（包括禮賓服務供應商）亦可能需要您提供個人資料及其他資料。該第三方供應商可能直接向您或透過您使用「私人財富」的尊尚禮遇、服務及產品收集該等資料。請注意，第三方供應商會按其收集個人資料聲明收集、使用及處理您的個人資料。向第三方供應商提供個人資料前，您應先細閱第三方供應商的收集個人資料聲明，以了解其如何收集、使用及處理您的個人資料。
- (c) 如您向本行或任何第三方供應商提供他人的個人資料，您須確保彼等同意及向彼等提供本行的「資料政策通告」或第三方供應商的收集個人資料聲明，讓彼等了解本行或第三方供應商如何使用及處理彼等的個人資料。
- (d) 收集有關您的個人資料可包括下列各項：

- (i) 您的聯絡資料；
 - (ii) 有關您向本行或第三方供應商查詢尊尚禮遇、服務或產品的資料；
 - (iii) 有關您預訂尊尚禮遇、服務或產品的資料及安排詳情(例如預訂的服務、外遊日期、地點及其他安排)；
 - (iv) 您對「私人財富」、尊尚禮遇、服務及產品的意見；
 - (v) 您的嗜好及喜好(包括您喜好的品牌及您曾惠顧的商戶)；及
 - (vi) 您使用尊尚禮遇、服務及產品的種類及進行的交易資料。
- (e) 本行的「資料政策通告」列出的用途已涵蓋本行為「私人財富」使用您的個人資料的用途。為更清晰易明，有關用途如下：
- (i) 為您提供及安排「私人財富」的尊尚禮遇、服務及產品；
 - (ii) 向您提供更多元化銀行、保險、投資及其他金融服務及產品；
 - (iii) 讓本行了解您就銀行及金融服務及產品以外各種其他服務及產品的需要及喜好，從而優化本行的服務及產品及客戶體驗；
 - (iv) 進行市場調查及分析；
 - (v) 處理有關您就「私人財富」的查詢或投訴；及
 - (vi) 在您同意的前提下，向您直接促銷及提供有關服務、產品及推廣活動及其他項目的資訊。
- (f) 本行的「資料政策通告」已列明本行可與第三方供應商及本行的聯名合作夥伴分享您的個人資料。為更清晰易明，現作下列補充：
- (i) 本行可為「私人財富」的目的及上述用途與禮賓服務供應商及其他第三方供應商互相分享您的個人資料，而本行及第三方供應商亦可使用獲分享的個人資料。
 - (ii) 如本行更換任何第三方供應商並由其他第三方供應商取代，為減低可能造成的不便，本行可要求原供應商將其持有您的個人資料及其他資料提供予新供應商，並可能在您與新供應商聯絡或登記前已向其提供。此類安排會按適用法律及規則進行。
- (g) 第三方供應商所處國家或地區的資料保護法律所提供的保障，可能與香港的資料保護法律所提供的保障有不同標準。本行會採取合理切實可行的措施讓您的個人資料得到與香港資料保護法律類似的保障。

6. 終止「私人財富」級別

- (a) 由您終止「私人財富」級別
您可隨時通知專責為您服務的中銀香港客戶經理或親臨本行分行辦理終止您的「私人財富」級別。
- (b) 由本行終止或撤銷「私人財富」級別
本行可毋須事先通知在下列情況終止您的「私人財富」級別：
- (i) 因任何原因您不再是「中銀理財」的客戶；
 - (ii) 您的綜合理財總值低於升級結餘；
 - (iii) 如本行合理地認為向您提供「私人財富」或尊尚禮遇、服務及產品違反或可能違反任何香港境內或境外不時適用的法律、法規或法院命令，或違反任何香港或海外的監管、政府、稅務、執法、法定、司法或其他權力機關、金融機構的自律監管機構或行業組織，或證券交易所不時發出的守則、指引、指示、建議、要求或請求，或可能使本行遭受彼等的譴責或法律、紀律或其他程序或行動。
- (c) 終止之後
- (i) 您的「私人財富」級別終止後：
 - (1) 您不能再享用「私人財富」的尊尚禮遇、服務及產品。而您於「私人財富」級別終止時正在使用的尊尚禮遇、服務或產品，本行有酌情權撤銷或繼續提供。
 - (2) 只提供予「私人財富」客戶的任何特別條件、收費或其他尊尚禮遇、服務及產品，可能會即時或在按尊尚禮遇、服務及產品的種類及特定條款給予通知並在通知期屆滿後不再適用或不再向您提供。您可向專責為您服務的中銀香港客戶經理查詢有關安排的詳情。
 - (3) 您的「私人財富」級別終止一般不會影響您繼續持有「綜合理財服務」級別及使用相關服務及產品，除非本行另有說明。
 - (ii) 由於您的「私人財富」級別因任何原因終止或撤銷，或任何「私人財富」的尊尚禮遇、服務或產品被暫停或撤銷，而導致您可能招致或蒙受的任何損失、後果或不便，本行毋須負責。

7. 查詢及投訴

- (a) 如您對「私人財富」級別或中銀香港提供的尊尚禮遇、服務及產品有任何查詢或投訴，請向專責為您服務的中銀香港客戶經理聯絡，或致電中銀香港熱線或電郵至 opinion@bochk.com 並註明「私人財富」。
- (b) 如您對任何第三方供應商向您提供的服務有任何查詢或投訴，您應按該第三方供應商的投訴程序與其聯絡。

8. 一般條款

(a) 本行可因下列任何一個或多個原因不時修訂本條款，而此等原因可能關乎現有情況或預期可能出現的情況：

- (i) 因法律或監管要求的更改作出相應調整；
- (ii) 符合中銀香港的營運政策；
- (iii) 反映業界指引或通行慣例；
- (iv) 回應任何香港或海外的監管、政府、稅務、執法、法定、司法或其他權力機關、金融機構的自律監管機構或行業組織，或證券交易所不時發出的守則、指引、指示、建議、要求或請求；
- (v) 配合本行優化「私人財富」或推出新的或經修改的尊尚禮遇、服務及產品。

(b) 本行會以本行認為適當的方式通知您對您適用的修訂。

(c) 除您與本行之外，概無任何其他人士有權根據香港法例第 623 章《合約（第三者權利）條例》執行本條款或享有本條款的權益。

(d) 本條款受香港法律管限並須按其詮釋。您與本行均接受香港法院的非專有司法管轄權管轄。

(e) 就「私人財富」級別或尊尚禮遇、服務及產品如有任何爭議，本行保留最終決定權。

(f) 如本條款的中、英文版本有不一致之處，概以中文版本為準。

禮賓服務供應商條款及細則：

https://www.bochk.com/dam/more/privatewealth/tnc/concierge_tc.pdf

禮賓服務合作夥伴條款及細則：

https://www.bochk.com/dam/more/privatewealth/tnc/merchant_tc.pdf

BOCHK Private Wealth Terms and Conditions (these "Terms")

1. BOCHK Private Wealth

- (a) BOCHK Private Wealth is a service provided by Bank of China (Hong Kong) Limited (the "Bank" or "BOCHK") to eligible "Wealth Management" customers. Customer's enjoyment of Private Wealth is subject to these Terms.
- (b) Private Wealth enhances the "Wealth Management" services for customers. Private Wealth customers can enjoy privileged offers, services and products, including prestigious concierge services provided by the lifestyle and concierge service provider (the "Concierge Service Provider") selected by the Bank, and other banking, insurance and wealth management services and products provided or arranged by the Bank. The Bank may also offer special charges and favorable rates to Private Wealth customers in relation to the Bank's services and products. For details of the privileged offers, services and products offered by Private Wealth, please refer to the Private Wealth Welcome Pack, enquire with your dedicated BOCHK customer relationship manager or obtain the relevant information via the channels specified by the Bank from time to time.
- (c) The Bank has the right to specify, add or reduce, amend, suspend and/or withdraw from time to time the privileged offers, services, products, special charges and favorable rates offered by Private Wealth, and the eligibility and conditions for enjoying them, for the purposes of the overall operation of Private Wealth.

2. These Terms and other applicable terms

- (a) These Terms deal with specific matters relating to Private Wealth. After becoming a Private Wealth customer, your "Integrated Banking Services" status and the related services and products will continue to be subject to the terms of the "Integrated Banking Services" and the Bank's "Conditions for Services" (collectively, the "Other Terms"). These Terms should be read in conjunction with the Other Terms. If there is any inconsistency between the provisions of these Terms and the provisions of the Other Terms, the provisions of these Terms shall prevail insofar as Private Wealth is concerned.
- (b) The privileged offers, services and products offered by Private Wealth are subject to the respective applicable eligibility criteria and terms and conditions (collectively, the "Specific Terms"). If there is any inconsistency between the provisions of the Specific Terms and the provisions of these Terms, the Specific Terms shall prevail insofar as the relevant privileged offers, services or products are concerned. The Bank will provide customers with the Specific Terms applicable to the relevant privileged offers, services or products, and customers may also obtain the Specific Terms from the Bank.
- (c) The privileged offers, services and products provided to customers by third party service providers (including the Concierge Service Provider) are subject to the terms and conditions specified by such third party service providers. **You must read carefully and accept the terms and conditions specified by such third party service providers before obtaining or using the privileged offers, services or products provided by any third party service provider.**

3. Private Wealth eligibility criteria and maintenance conditions

- (a) To become a Private Wealth customer, **you must be an "Integrated Banking Services" customer aged 18 or above and maintain a Total Relationship Balance of at least HK\$8,000,000 (the "Upgrade Balance")**. The definition and calculation method of the Total Relationship Balance are set out in the terms of the "Integrated Banking Services".
- (b) If you meet the eligibility for Private Wealth, the Bank will notify you of the upgrade arrangement and you have the right to choose whether to accept or decline the upgrade.
- (c) After becoming a Private Wealth customer, **you must maintain the Upgrade Balance in order to maintain your Private Wealth status and enjoy the privileged offers, services and products offered by Private Wealth. If your Total Relationship Balance falls below the Upgrade Balance, the Bank has sole discretion to withdraw your Private Wealth status and reallocate an appropriate status.** After withdrawal of the Private Wealth status, you will no longer enjoy the privileged offers, services and products that are exclusive to the Private Wealth status. Please note, however, that these Terms and the applicable Specific Terms shall continue to be valid and binding on you until all privileged offers, services and products which you are enjoying at that time are fully terminated.

4. Privileged offers, services and products provided by third party service providers

The privileged offers, services and products provided to you by any third party service provider (including the Concierge Service Provider) are provided directly to you by the relevant third party service provider. The Bank is not responsible for the quality of any privileged offer, service and product provided by any third party service provider or for its failure or delay in providing the designated

privileged offers, services or products. **You are required to make and resolve any complaint or dispute in relation to the privileged offers, services or products directly with the third party service provider providing them.**

5. Collection and use of your information

- (a) To enjoy the Private Wealth privileged offers, services and products, you have to supply the Bank with personal data and other information from time to time. The Bank may also collect your personal data and other information from the Concierge Service Provider or other third party service providers that provide privileged offers, services or products to you. The Bank collects, uses and processes your personal data in accordance with the Bank's "Data Policy Notice" and other applicable terms. You may obtain a copy of the "Data Policy Notice" from your dedicated BOCHK customer relationship manager or visit the Bank's website <https://www.bochk.com>.
- (b) Third party service providers (including the Concierge Service Provider) that provide the privileged offers, services or products to you may also require you to supply personal data and other information. Such third party service providers may collect such information directly from you or through your use of the Private Wealth privileged offers, services and products. Please note that a third party service provider collects, uses and processes your personal data in accordance with its personal information collection statement. **Before providing personal data to a third party service provider, you should read carefully the personal information collection statement of that third party service provider to understand how it collects, uses and processes your personal data.**
- (c) **If you provide personal data of any other individual to the Bank or any third party service provider, you must ensure that the individual agrees and provide him/her with the Bank's "Data Policy Notice" or the third party service provider's personal information collection statement, to enable him/her to understand how the Bank or the third party service provider uses and processes his/her personal data.**
- (d) The personal data collected may include the following:
 - (i) your contact information;
 - (ii) information relating to your enquiries with the Bank or third party service providers about the privileged offers, services or products;
 - (iii) information and arrangement details about your bookings of the privileged offers, services or products (such as the services booked, travel dates, destinations and other arrangements);
 - (iv) your comments on Private Wealth, the privileged offers, services and products;
 - (v) your interests and preferences (including your favorite brands and the merchants visited by you); and
 - (vi) the types of privileged offers, services and products used by you and transaction information.
- (e) The purposes for using your personal data set out in the Bank's "Data Policy Notice" cover the purposes relating to Private Wealth. For further clarity, the relevant purposes are as follows:
 - (i) arranging for and providing you with the Private Wealth privileged offers, services and products;
 - (ii) providing you with more diversified banking, insurance, investment and other financial services and products;
 - (iii) to enable the Bank to understand your needs and preferences for various kinds of services and products other than banking and financial services and products, in order to enhance the Bank's services and products and customer experience;
 - (iv) conducting market research and analysis;
 - (v) processing your enquiries or complaints regarding Private Wealth; and
 - (vi) subject to your consent, conducting direct marketing and providing you with information relating to services, products and promotional activities and other events.
- (f) The Bank's "Data Policy Notice" states that the Bank may share your personal data with third party service providers and the Bank's co-branding partners. The following supplements are for further clarity:
 - (i) The Bank may share your personal data with the Concierge Service Provider and other third party service providers for the purposes of Private Wealth and for the purposes set out above, and the Bank and third party service providers may also use the shared personal data.
 - (ii) If the Bank replaces any third party service provider with another third party service provider, the Bank may require the original service provider to supply your personal data and other information held by it to the new service provider in order

to reduce inconvenience that may be caused, and such supply may occur before you contact or register with the new service provider. Such arrangement will be implemented in accordance with applicable law and regulations.

- (g) A third party service provider may be located in a country or region where the protection standard offered by the data protection law differs from that offered by the data protection law of Hong Kong. The Bank will take reasonably practicable measures such that your personal data is given similar protection offered by the data protection law of Hong Kong.

6. Termination of Private Wealth status

- (a) Termination of Private Wealth status by you

You may at any time notify your dedicated BOCHK customer relationship manager or visit the Bank's branches in person to terminate your Private Wealth status.

- (b) Termination or withdrawal of Private Wealth status by the Bank

The Bank may terminate your Private Wealth status without prior notice in the following circumstances:

- (i) you are no longer a "Wealth Management" customer for any reason;
- (ii) your Total Relationship Balance is lower than the Upgrade Balance;
- (iii) if the Bank reasonably believes that providing you with Private Wealth or the privileged offers, services and products violates or may violate any laws, regulations or court orders applicable from time to time in or outside Hong Kong, or violates any code, guideline, direction, recommendation, demand or request from time to time issued by any Hong Kong or overseas regulatory, governmental, tax, law enforcement, statutory, judiciary or other authorities, self regulatory or industry bodies of financial institutions, or stock exchanges, or may subject the Bank to reprimand or legal, disciplinary or other procedures or actions.

- (c) After termination

- (i) **After termination of your Private Wealth status:**

1. **You will no longer enjoy the Private Wealth privileged offers, services and products. The Bank has discretion whether or not to withdraw the privileged offers, services or products that you are using at the time of termination of your Private Wealth status.**
2. Any special condition, charge or other privileged offer, service and product exclusively available to Private Wealth customers may no longer apply or be available to you either with immediate effect or at the expiry of the notice period after notice is given by reference to the type of privileged offer, product and service and in accordance with the applicable Specific Terms. You may enquire with your dedicated BOCHK customer relationship manager on the details of the relevant arrangements.
3. Unless otherwise specified by the Bank, termination of your Private Wealth status generally does not affect your maintenance of the "Integrated Banking Services" status and use of the related services and products.

- (ii) The Bank is not responsible for any loss, consequence or inconvenience that you may incur or suffer as a result of the termination or withdrawal of your Private Wealth status for any reason, or the suspension or withdrawal of any Private Wealth privileged offers, services or products.

7. Enquiries and complaints

- (a) If you have any enquiry or complaint about Private Wealth or the privileged offers, services and products provided by BOCHK, please contact your dedicated BOCHK customer relationship manager, or call the BOCHK hotline or email the Bank at opinion@bochk.com and expressly quoting Private Wealth.
- (b) If you have any enquiry or complaint about the services provided by any third party service provider, you should contact that third party service provider in accordance with its complaint procedures.

8. General terms

- (a) The Bank may amend these Terms from time to time for any of the following reasons, which may be relevant to existing or anticipated situations:
- (i) to make amendments corresponding to changes in legal or regulatory requirements;
 - (ii) to meet BOCHK's business and operational policies;
 - (iii) to reflect industry guidance or prevailing practices;

- (iv) to address any code, guideline, direction, recommendation, demand or request from time to time issued by any Hong Kong or overseas regulatory, governmental, tax, law enforcement, statutory, judiciary or other authorities, self regulatory or industry bodies of financial institutions, or stock exchanges;
 - (v) to facilitate enhancement of Private Wealth or to introduce new or modified privileged offers, services and products.
- (b) The Bank will notify you of the changes that are applicable to you by such means as the Bank considers appropriate.
 - (c) No person other than you and the Bank has the right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce or enjoy the benefit of these Terms.
 - (d) These Terms are governed by and shall be construed in accordance with the laws of Hong Kong. Both you and the Bank submit to the non-exclusive jurisdiction of the Hong Kong courts.
 - (e) In case of any dispute relating to Private Wealth or the privileged offers, services and products, the decision of the Bank shall be final.
 - (f) If there is any inconsistency between the Chinese and English versions of these Terms, the Chinese version shall prevail.

Concierge Service Terms and Conditions:

https://www.bochk.com/dam/more/privatewealth/tnc/concierge_en.pdf

Concierge Service Partners Terms and Conditions:

https://www.bochk.com/dam/more/privatewealth/tnc/merchant_en.pdf