- (A) 除非文意另有所指,在本條款及細則所使用的詞語具有以下含
- 「本行」 是指交通銀行 (香港) 有限公司,並且包括本行之繼任人
- 「銀行營業日」指本行在香港開門營業的日子,包括星期六;
- 「借款人」是指貸款的借款人,而其姓名可能在DreamCash税務貸 款申請表內被稱為申請人;
- 「貸款」是指本行根據本條款及細則授予或將授予借款人之貸款 (可被稱為DreamCash税務貸款) 之本金款額
- 「貸款申請」是指借款人向本行申請的任何貸款(不論本行以任何
- 「公眾假期」是指香港法例第149章公眾假期條例中所定義的公眾

# (B) 在本條款及細則中

- (a) 若文意許可,表示單數之詞語亦含複數的意思,反之亦然, 而對一種性別之提述應包括所有性別
- (b) 任何提及「本條款及細則」或任何其他文件的地方是指經不時 修改、補充或更替的本條款及細則或該等其他文件;及
- (c) 任何提及條款的地方是指本條款及細則的條款。條款標題僅 供參考,在解釋本文件時無須理會。

# 2. 對條款及細則的接受

借款人作出貸款申請即被視為其接受本文所載之條款及細則及受其

# 3. 有條件審批及申請結果的通知

- 貸款之最終審批亦取決於本行是否信納以下向本行提供的文件及資
- (i) 借款人就其身份而向本行提交的自我證明書(其格式由本行訂
- (ii) 本行按所有適用法律、法規及其內部政策而進行與借款人有關 的盡職調查及識別程序所要求的所有文件及其他資料(包括但不 限於對借款人身份或地位、及借款人的資金來源及業務或工作 性質進行核證);及
- (iii) 本行信納有關借款人之更新狀況查核,包括借款人於本行的其 他信貸設施(如有)是否一直維持良好狀況。本行保留決定最終 批核貸款之金額/限額/每月分期還款金額/貸款的利率及其他優惠 或拒絕貸款申請而毋須提供任何理由的權利。本行可根據借款 人提供的聯絡號碼或通訊地址以電話或書面形式將貸款申請結 果通知借款人。本行與借款人之間不會只因借款人向本行遞交 貸款申請而產生任何合約的關係。
- b) 於悉數清還貸款及結束賬戶時,指示本行要求有關信貸資料服 務機構刪除該貸款賬戶資料,惟該賬戶在貸款賬戶結束之前五 年內須無拖欠超過60天的記錄。假如該貸款賬戶有拖欠超過60天 的記錄,信貸資料服務機構可以保留有關記錄,直至欠款悉數 清還之日起計滿五年為止,或借款人接獲解除破產令生效日期 起計滿五年為止,以較早發生者為準。

借款人確認已收取及閱讀本行的「關於個人資料〔私隱〕條例致客戶 的通知」(本行會在借款人要求下提供副本或借款人可自行到本行分 行或於本行網站www.hk.bankcomm.com查閱)並同意他/她的個人資料 可由本行按該通知上所載的方式及目的被使用。

借款人有權查閱本行持有借款人的資料,並在有需要時更新及更正 該等資料。本行可就此等查閲或改正收取合理費用。任何該等要 求,借款人應以書面形式提出,致函至交通銀行(香港)有限公司, 中環畢打街20號資料保護主任。

除本條款及細則另有規定或本行另行同意外,任何本行與借款人之 間的通告及其他正式通訊必須以書面形式通知。本行給予借款人的 書面通訊將寄往借款人於本行記錄內的任何地址,並於寄出後2天 或借款人實際收到該通訊時(以較早者為準)被視為有效的送遞。借 款人給予本行的通訊則以本行實際收到該通訊時方被視為有效的

# 20. 管轄法律及司法管轄區

本條款及細則受香港特別行政區的法律管制,並按其解釋。借款人 同章香港特別行政區的法院有非惠屬管轄權。

如本條款及細則之任何條款因任何理由無效或不可強制執行,此等 無效或不可強制執行將只影響該條款,而不應影響其他條款之有效 或強制執行性。

若本行沒有或延遲行使或強制執行本條款及細則下之任何權利,並 不表示本行放棄行使該等權利或任何其他權利。

本行就任何貸款而備存之賬冊及記錄,除有明顯錯誤外,就各方面 而言及在任何法庭均為對借款人之不可推翻之證據。

本條款及細則對借款人的遺囑執行人、遺產管理人及遺產代理人具

本行可將其在本條款及細則下或任何貸款下的任何利益、權利或義 務轉讓或轉移給任何其他人士,而毋須事前通知借款人。借款人不 得轉讓或轉移其在本條款及細則下或任何貸款下的任何利益、權利

本條款及細則之中、英文版本如有任何歧義之處,一概以英文版本

若借款人的貸款申請獲得本行批核,本行將向借款人收取在本行出 具的貸款確認書(「貸款確認書」)及/或不時由本行出具的適用服務

借款人同意本行可先於已批核的貸款的貸款金額(「貸款金額」)內 扣除手續費,始將餘款(「放款金額」)付予借款人。

### 5. 發放貸款

本行會將放款金額存入由借款人為此放款目的而指定或指示的指定

借款人確認並同意該指定銀行賬戶的銀行可能因存入放款金額而向 借款人收取服務費或其他費用。

本行將不會在星期六或公眾假期發放貸款。

除本行另有決定,列明該貸款詳情之貸款確認書將於發放貸款時郵 寄予借款人。該已批核之貸款將受本條款及細則、本行的適用服務 收費表、貸款確認書之條款及細則,及任何其他本行不時指定之條 款及細則所規限。

### 6. 利息及還款

貸款之利息將由本行向借款人發放放款金額當日起計算,並按貸款 金額及於貸款確認書所載之利率收取,直至有關貸款被完全清償為 止。除非本行另行同意,借款人應按本行向其告知及/或貸款確認書 所載之付款期數償還貸款金額以及支付利息。貸款確認書會列明有 關該貸款的每月還款額及還款日。

借款人現不可撤銷地要求並授權本行於借款人為還款目的而指定或 指示的指定銀行賬戶(「還款賬戶」)中扣除借款人任何有關貸款的 欠款。借款人需根據本行要求向本行提供任何本行認為適用的文件 以便本行從還款賬戶作出自動轉賬或直接扣賬。

借款人確認並同意該還款賬戶的銀行可能因設立有關從還款賬戶自 動轉賬或直接扣賬而向借款人收取服務費或費用。

除非本行另行同意,本行將只接納由借款人還款賬戶透過自動轉賬 或直接扣賬作為支付任何有關貸款的欠款的付款方式。借款人確認 並同意如還款賬戶並無足夠結餘支付款項,還款賬戶的銀行有權不 作出付款,且該銀行可向借款人收取因而產生之費用。

除本條款及細則另有規定外,若任何貸款或其任何部份的指定還款 日為星期六或公眾假期,則該還款將延至下一個本行的營業日,但 倘若該月份並無下一個本行的營業日,則該還款提前於該指定還款 日前一個本行的營業日到期。

所有須向本行支付的款項會一直被視作仍未付妥,直至本行正式收 到該等值付款為止。無論任何人士有任何法律上的限制、缺陷或無 行為能力,均仍須全數支付,不得作出任何扣減或以抵銷、反索償 或其他方式就任何金額作任何預扣。倘若任何適用法律或法規要求 借款人必須在該等款項中作任何扣減,借款人必須迅速向本行繳付 一筆額外款項,以使本行所收之淨額相等於並無該項扣減時本行應 收之金額。所有根據本條款繳付之額外款項,均不應視為利息,而 應視為約定之賠償。

若借款人未能於到期日償還任何貸款的任何每月還款額,本行有權 向借款人收取按本條款及細則、本行的服務收費表、貸款確認書之 條款及細則及/或本行不時指定之適用條款及細則所訂之逾期還款利 息、逾期還款手續費及任何其他收費。

借款人同意本行可按以下列明之先後次序(或本行不時酌情決定之 其他先後次序) 使用本行收到與貸款有關的任何款項 (包括因從還款 賬戶自動轉賬或直接扣賬收到的款項) 作為支付借款人於任何貸款 中欠付本行的款項

- a) 利息、逾期還款利息及逾期還款手續費(如適用)
- b) 法律費用(如適用)
- c) 收賬費用(如適用)
- d) 已逾期之分期還款額(如適用)
- e) 當月分期還款額

### 8. 提前還款

如借款人擬提前償還任何貸款,借款人須於最少3個銀行營業日前 向本行發出不可撤銷的通知以通知本行提前還款的日期(該日期 必須在該貸款的下期還款日前),而借款人必須於該提前還款日償還 所有該貸款之本金及支付截至下一個還款日之利息(按"78法則"計 算)、所有該貸款之費用及收費及其他與該貸款有關之任何其他欠 款。本行只接納由借款人從還款賬戶透過自動轉賬或直接扣賬作為 提前支付有關貸款的還款方式(或本行不時酌情決定之其它還款

就任何提前還款而言,本行可向借款人收取不時在貸款確認書及/或 服務收費表中列明之提前清還手續費。

# 9. 經本行要求即時償還貸款

交通銀行(香港)有限公司

不管本條款及細則或其他文件之任何條文,本行可要求借款人即時 清還任何貸款下之本金、利息、其他費用及收費及其他欠款。本行 可在任何時候要求借款人立即支付所有或部份該等款項而毋須作事

# 10. 違約情況

除第10條之規定外,如以下任何違約情況發生,所有貸款、累計利 息及所有其他有關費用及收費將立即到期,本行無須作出任何還款 要求,而借款人須立即向本行清還該等款項

- a) 除貸款外,借款人欠本行的任何貸款、債務、付款責任或其他 債項因借款人違約而被宣佈提早到期,或借款人未能於到期繳 款日支付任何款項、或任何此等貸款、債務、付款責任或其他 債項的任何抵押變為可被強制執行;或
- b) 借款人違反本條款及細則之任何條款及/或細則,或借款人在本條 款及細則或在其他向本行交付的文件(包括自我證明書)中所作
- c) 任何人士提交呈請書或任何管轄法院或其他相關機構頒發命令 旨使借款人破產,或旨委任破產管理人、受託人或類似人士處 理借款人的所有或任何之資產。

款人名稱單獨或由借款人與其他人士聯名擁有)於本行開設的任何 賬戶的結餘以償還並抵銷借款人欠本行任何全部或部份的債項,包 括任何貸款之欠款。倘此等賬戶內之款項需兑換成任何其他貨幣以 作上述目的之用途,則本行可按照在兑換時本行所最終釐定之匯率

借款人現同意及確認,若在任何時間及因任何原因,本行決定其受 任何適用法律或法規的要求,或受其他由任何香港或境外的政府或 監管當局向本行施加的責任所要求而需對任何本行對借款人的應付 款項作出扣減或不予支付(不論是作為主事人或作為第三方的代理 人或以其他身份),本行有權作出該等扣減或不予支付而毋需取得 借款人同意,亦毋需知會借款人。本行毋需就該等扣減或不予支付 而增加任何付款、賠償借款人或就借款人因而招致的損失負責。本 行就該等不予支付或扣減在適用法律或法規,或在其他由任何香港 或境外的政府或監管當局向本行施加的責任下的適用性所作出的決 定對借款人具有約束力,而在本行作出該決定之前,本行擁有絕對 的酌情權去將任何該等款項存入雜項賬戶或其他賬戶及/或以本行認 為適合的方式保留該等款項。

除本行在「關於個人資料〔私隱〕條例致客戶的通知」的權利及權力 外,本行可不時將行政、營運、電訊、電腦、數據資料處理、客戶 服務及/或其他與銀行業務有關的銀行或信貸服務(包括為借款人提 供有關任何貸款的任何服務) 外判予其絕對酌情認為合適的(不論是 否處於香港的) 第三者服務供應商以作銀行以其絕對酌情認為合適 的外判活動。

### 13. 電話指令

本行可在秉誠行事下,在核查來電者身份後,接受及依賴任何由借 款人或擬似由借款人經電話通話發出的要求或指示。

- a) 本行可依賴能夠符合本行以其絕對酌情權設定之身份核查準則 及程序而聲稱是借款人的任何人士透過電話所作出的任何要求 或指示。該要求或指示將被視為由借款人所發出,並對借款人 具約束力日不可被撤銷:
- b) 本行可(但並無責任)保存任何此等電話要求或指示之錄音及/或 其他記錄至本行認為合適的保存期:
- c) 向本行提供充足的資料以供本行進行身份核查程序;及
- d) 在本行要求之下,對本行因依賴根據此程序發出的任何電話要 求或指示而蒙受的申索及法律責任(不論發出該要求或指示的人 的真正身份),予以彌償。

借款人同意及確認,如本行按其獨有的意見認為任何要求其行事或 不行事的指示、或任何交易涉及或可能涉及任何違法或非法的行為 (包括清洗黑錢、販毒、恐怖分子資金籌集、賄賂、貪污或任何適 用法律或法規禁止或視為違法或非法的行為),或可能構成違背或 違反任何對本行或與本行屬同一集團的公司具司法管轄權的香港或 境外的政府或監管當局所施加的經濟或貿易制裁,本行擁有絕對的

- a) 不根據任何指示行事或不接受或不支付任何由借款人或任何人士 簽訂或付諸執行的交易;
- b) 延遲、凍結或拒絕作出任何在該等指示或交易下或與之有關的付
- c) 不處理該等指示或交易;

而本行對任何付款、該等文件的處理的延誤或不作出或拒絕接受該 等交易,或對資料的有關披露,概不負責。

借款人同意及確認本行須按適用法律或法規行事,及本行可根據所 有該等適用法律或法規及任何香港或境外的政府或監管當局的要求 採取其認為適當的行動。本行可: a) 調查任何指示、付款訊息及其他向本行提供或經過本行的資料;

- b) 向相關當局報告任何可疑的交易而毋需知會借款人,亦不需對借
- 款人或任何人士負責。

本行可不時在給予借款人不少30天的書面通知後修訂利息、利率、 費用、收費或本條款及細則。若借款人於該等修訂的生效日後繼續 保留該貸款戶口或仍未全數償還貸款,則該等修訂對借款人具有約

# 15. 欠款收賬及強制執行費用

本行可以僱用任何第三方收賬人或其他代理向借款人追收、追討或 收取借款人於任何及所有貸款下之欠款。借款人現:

- a) 授權本行在追收賬項的目的下,向任何此等人士披露借款人的 個人或其他資料;及
- b) 同意在本行要求下即時向本行繳付及彌償所有本行在此等收賬 行動下所引致之合理費用及支出(包括但不限於因追討或試圖追 討借款人於借款下之欠款所引致的所有合理律師費及收賬代理 人費用、收費及支出)。

在不損害前文的原則下,借款人須在本行要求後向本行彌償本行採 取有關本條款及細則或貸款的任何強制執行、維護或保護本行權利 的行動而引致的一切合理的費用、收費及開支(包括法律費用)。

### 16. 更新信息的責任

為使本行符合所有適用法律或法規、或符合與任何香港或境外的政 府或監管當局現在或將來合約訂明的或其他的承諾下,向本行或與 本行屬同一集團的公司施加的任何責任、或本行內部的政策及程 序,借款人會按本行不時提出的要求或因本行認為需要,而不時向 本行提供該等資料及文件;

如借款人之財政狀況、或個人或聯絡資料有任何變動,或就任何情 況上的改變而導致已向本行提供的資料有所改變,或任何借款人狀 況上的改變(包括國籍、居所、居住地址及郵寄地址、電話號碼、 傳真號碼及電郵地址),借款人須於14天內以書面形式通知本行。

借款人提供任何有關貸款申請或貸款的失實資料將視為違反本條款 及細則,本行可因此取消貸款的審批或撤銷貸款,並向借款人收取 合理的手續費。

借款人須就因借款人在履行其於本條款及細則的承諾及責任時出現 任何違約或失責,或借款人在本條款及細則或在任何向本行交付的 其他文件(包括自我證明書)中,借款人所作出的任何聲明、保證或 陳述,在作出或被視為作出時是或經證明是不正確或具誤導性而令 本行所蒙受的任何種類的所有損失、損害、合理開支(律師費用或 其他)、訴訟、索求、索償、法律程序向本行作出彌償。

為審核借款人的貸款申請,本行將需要取得及使用信貸資料服務機 構所持有的資料。借款人可就信貸資料服務機構所持有的借款人資 料作查閱及更新或更改。如借款人有任何查閱資料或更新資料的要 求,應直接聯絡環聯資訊有限公司「個人資料查詢部」。

本行亦將向信貸資料服務機構提供借款人的資料。借款人有權: a) 獲告知本行例行向信貸資料服務機構披露的資料類別;

# 服務收費表

關於個人資料〔私隱〕條例〔「條例」〕致客戶的通知

服務	收費
貸款手續費	每年貸款金額的1% 貸款期不足一年的部份亦當作一年計算
逾期還款利息	逾期之每月還款金額按月息3%計算, 由逾期首天起計
逾期還款手續費	每月港幣\$500元
提早清還手續費	貸款金額的2%計算及港幣\$200元

2018年1月29日起生效

- (一) 客戶在開立或延續戶口、建立或延續銀行信貸或銀行提供服務 時,需要不時向銀行提供有關的資料。
- 或建立或延續銀行信貸或提供銀行服務。 (三) 客戶與銀行在延續正常業務運作中,例如:當客戶開出支票或存 款時,銀行亦會收集客戶的資料。

(二) 若未能向銀行提供該等資料可能會導致銀行無法開立或延續戶口

- (四) 客戶的資料可能會用於下列用途:
  - (i) 提供服務和信貸融通給客戶之日常運作;
  - (ii) 在客戶申請信貸時,及於通常每年進行一次或以上的定期或特 別信貸覆核時,進行信貸調查
  - (iii) 編制及維持銀行的信貸評分模式
  - (iv) 協助其他金融機構作信貸調查及追討債務
  - (v) 確保客戶持續維持可靠信用;
  - (vi) 設計供客戶使用的財務服務或有關產品
  - (vii) 推廣服務、產品及其他標的(詳情請參閱以下(七)段);
  - (viii)計算銀行與客戶之間的債權和債務; (ix) 向客戶及為客戶的責任提供抵押的人士追收欠款;
  - (x) 履行根據下列適用於銀行或銀行被期望遵守的就披露及使用資 料的義務、規定或安排 (1) 不論於香港特別行政區境內或境外及不論目前或將來存在 的對其具法律約束力或適用的任何法律(例如:税務條例及
  - 其條文,包括該等涉及自動交換財務賬戶資料的條文); (2) 不論於香港特別行政區境內或境外及不論目前或將來存在 的任何法律、監管、政府、税務、執法或其他機關,或金 融服務供應商的自律監管或行業組織或協會作出或發出的 任何指引或指導(例如:由税務局作出或發出的指引或指 遵,包括該等涉及自動交換財務賬戶資料的指引或指導);
  - (3) 銀行因其位於或跟相關本地或外地的法律、監管、政府、 税務、執法或其他機關,或自律監管或行業組織或協會的 司法管轄區有關的金融、商業、業務或其他利益或活動, 而向該等本地或外地的法律、監管、政府、税務、執法或 其他機關,或金融服務供應商的自律監管或行業組織或 協會承擔或被彼等施加的任何目前或將來的合約或其他 承諾;
  - 資活動或其他非法活動的任何方案就於銀行集團內共用資料及 資訊及/或資料及資訊的任何其他使用而指定的任何義務、要 求、政策、程序、措施或安排; (xii) 使銀行的實在或建議承讓人、或銀行對客戶享有的權利的參與

人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易;及

(xi) 遵守銀行集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融

- (五) 銀行會對其持有客戶資料保密,但銀行在認為有需要或適當時可 把該等資料提供給下述各方作以上(四)段列出的用途:
  - (i) 就銀行業務運作向銀行提供行政、電訊、電腦、付款或證券

- 該資料保密的成員公司; (iii) 付款銀行向出票人提供已付款支票的副本 (而其中可能載有關
- (iv) 信貸資料服務機構,以及在客戶欠賬時,則可將該等資料提
- 據及為符合任何法律、監管、政府、税務、執法或其他機 關,或金融服務供應商的自律監管或行業組織或協會作出或 發出的並期望銀行遵守的任何指引或指導,或根據銀行向本 地或外地的法律、監管、政府、税務、執法或其他機關,或 金融服務供應商的自律監管或行業組織或協會的任何合約或 其他承諾(以上不論於香港特別行政區境內或境外及不論目前 或將來存在的),而有義務或以其他方式被要求向其披露該等
- (vi) 銀行的任何實在或建議承讓人或就銀行對客戶享有的權利的 參與人或附屬參與人或受讓人;及
- (vii) (1) 銀行集團成員公司;
- (3) 第三方獎賞、客戶或會員、合作品牌及優惠計劃提供者; (4) 銀行及銀行集團成員公司合作的合作品牌夥伴(該等合作 品牌夥伴名稱會於有關服務及產品的申請表格上列明)
- (5) 慈善或非牟利機構;及 (6) 銀行聘用的第三方服務供應商(包括但不限於郵遞機構、電
- 訊公司、電話銷售及直銷代理人、電話服務中心、數據資 料處理公司及資訊科技公司) 作以上(四)(vii)段所列的用途。
- (六) 就客戶(不論以借款人、按揭人或擔保人身分,以及不論以客戶 本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申 請的按揭有關的資料,銀行可能會把下列客戶資料(包括不時更 新任何下列資料的資料) 以銀行及/或代理人的名義提供予信貸資
- (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以客 戶本人單名或與其他人士聯名方式); (iii) 香港身分證號碼或旅遊證件號碼;

- (vi) 就每宗按揭的按揭賬戶號碼;

產令導致除外)、因破產令導致已撇賬);

(ix) 就每宗按揭的按揭賬戶結束日期(如適用)。 信貸資料服務機構將使用上述由銀行提供的資料統計客戶(分別 以借款人、按揭人或擔保人身分,及以客戶本人單名或與其他人 士聯名方式) 不時於香港信貸提供者間持有的按揭宗數, 並存於 信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受

# 根據條例核准及發出的個人信貸資料實務守則的規定所限)。

(七) 在直接促銷中使用資料 銀行擬把客戶資料用於直接促銷,而銀行為該用途須獲得客戶同

- 意(包括表示不反對)。就此,請注意 (i) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及服 務組合資料、交易模式及行為、財務背景及人口統計數據用 於直接促銷
- (ii) 可用作促銷下列類別的服務、產品及促銷標的:
  - (1) 財務、保險、信用卡、銀行及相關服務及產品
  - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品; (3) 銀行合作品牌夥伴提供之服務及產品(該等合作品牌夥伴 名稱會於有關服務及產品的申請表格上列明);及
- (4) 為慈善及/或非牟利用途的捐款及捐贈 (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或 (就捐款及捐贈而言)徵求:
- (2) 第三方金融機構、保險公司、信用卡公司、證券及投資服 務供應商 (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃提供者
- (5) 慈善或非牟利機構;

(1) 銀行集團成員公司;

- (iv) 除由銀行促銷上述服務、產品及促銷標的以外,銀行亦擬將 以上(七)(i)段所述的資料提供予以上(七)(ii)段所述的全部或 任何人士,以供該等人士在促銷該等服務、產品及促銷標的 中使用,而銀行為此用途須獲得客戶書面同意(包括表示不反 對); (v) 銀行可能因如以上(七)(iv)段所述將資料提供予其他人士而獲
- 得金錢或其他財產的回報。如銀行會因提供資料予其他人士 而獲得任何金錢或其他財產的回報,銀行會於以上(七)(iv)段 所述徵求客戶同意或不反對時如是通知客戶。

# 如客戶不希望銀行如上述使用其資料或將其資料提供予其他人士 作直接促銷用途,客戶可通知銀行行使其選擇權拒絶促銷。

則,任何客戶有權: (i) 查核銀行是否持有他/她的資料及查閱該等資料:

- (ii) 要求銀行改正任何有關他/她的不準確的資料;
- (iii) 查明銀行對於資料的政策及慣例和獲告知銀行持有的個人資料 (iv) 查詢並獲銀行回覆, 例行向信貸資料服務機構或收數公司披露
- 的資料類別,及獲銀行提供進一步資料,以便向有關信貸資料 服務機構或收數公司提出查閱和改正資料的要求;及 (v) 就銀行向信貸資料服務機構提供的任何賬戶資料(為免生疑 問,包括任何賬戶還款資料),於全數清還欠賬後結束賬戶 時,指示銀行要求信貸資料服務機構自其資料庫中删除該等賬 戶資料,但指示必須於賬戶結束後五年內提出及於緊接終止信 貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料 包括上次到期的還款額,上次報告期間(即緊接銀行上次向信 貸資料服務機構提供賬戶資料前不多於31日的期間) 所作還款

額,剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額

及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期

超過60日的欠款的日期(如有))。 (九) 如賬戶出現任何拖欠還款情况,除非拖欠金額在由拖欠日期起計 60日届滿前全數清還或已撇賬(因破產令導致撇賬除外),否則賬 戶還款資料(定義見以上(八)(I)段)會在全數清還該拖欠還款後被

信貸資料服務機構繼續保留多五年。

- (十) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬,不論賬戶還 款資料有否顯示任何拖欠為期超過60日的還款,該賬戶還款資料 (定義見以上(八)()段)會在全數清還該拖欠還款後被信貸資料服 務機構繼續保留多五年,或由客戶提出證據通知信貸資料服務機 構其已獲解除破產令後保留多五年(以較早出現的情况為準)。
- (十一) 根據條例的條款,銀行有權就處理任何查閱資料的要求收取合理
- (十二) 任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有 的資料種類的要求,應向下列人士提出: 資料保護主任
  - 交通銀行(香港)有限公司 中環畢打街20號 傳真: 2833 6561
- (十三) 銀行在批核信貸申請時,可能參考由信貸資料服務機構提供有關 客戶的信貸報告。假如客戶有意索取有關報告,可要求銀行提供 有關信貸資料服務機構的聯絡詳情。
- (十四) 本通知不會限制客戶在條例下所享有的權利。
- 日期:2018年1月
- 注意:本通知中英文本如有歧異,概以英文本為準。

為準。

(xiii)與上述有關的用途。

出的任何聲明、保證或陳述是不正確或具誤導性的;或

本行可在任何時候毋須作事前通知,運用或合併借款人(不論以借

- 結算或其他有關服務的任何代理人、承辦商或第三方服務供 (ii) 任何對銀行有保密責任的人士,包括銀行集團內已承諾保持
- 於收款人的資料)
- 供給收數公司; (1) 銀行根據對銀行具法律約束力或適用的任何法律規定,或根
- 資料的任何人士;
- (2) 第三方金融機構、保險公司、信用卡公司、證券及投資服
- 有關資料可能被轉移至香港特別行政區境外。
- 料服務機構: (i) 全名;
- (v) 通訊地址:
- (vii) 就每宗按揭的信貸種類;
- (viii)就每宗按揭的按揭賬戶狀況 (如有效、已結束、已撇賬 (因破

- (4) 銀行及銀行集團成員公司合作的合作品牌夥伴(該等合作
- 品牌夥伴名稱會於有關服務及產品的申請表格上列明);

- (八) 根據條例中的條款及根據條例核准和發出的個人信貸資料實務守
  - 交通銀行(香港)有限公司(交通銀行股份有限公司全資附屬公司)

### 1. Definitions and interpretation

- (A) Unless the context requires otherwise, the following terms in these Terms and Conditions have the following meanings:
- "Bank" means Bank of Communications (Hong Kong) Limited, and includes its successor and assigns;
- "Banking Day" means a day on which the Bank is open for business in Hong Kong, including a Saturday;
- "Borrower" means the borrower of a Loan whose name may appear as
- applicant in the DreamCash Tax Loan application form "Loan" means the principal amount of a loan (which may be described as "DreamCash Tax Loan") granted or to be granted by the Bank to the Borrower under or pursuant to these Terms and Conditions;
- "Loan Application" means any application of the Borrower to the Bank for a Loan (by whatever means accepted by the Bank); and
- "General Holiday" means a general holiday as defined in the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong).

# (B) In these Terms and Conditions:

- (a) where the context permits, the singular includes the plural and vice versa, and references to one gender include all genders;
- (b) any reference to "these Terms and Conditions" or any other document shall be construed as reference to these Terms and Condition and such other document as the same may be amended, supplemented or novated from time to time:
- (c) any reference to Clauses are to clauses of these Terms and Conditions and Clause headings are inserted for reference only and shall be ignored in construing this document.

### 2. Acceptance of Terms and Conditions

17. Credit Reference Matters

Services Limited.

18. Personal Data

19. Communications

by the Bank.

21. Miscellaneous

20. Governing Law and Jurisdiction

Administrative Region.

agency(ies). The Borrower has the right to:

reference agency(ies) .whichever is earlier.

reference agencies: and

purposes set out in that notice.

By submitting a Loan Application, the Borrower agrees to accept and be bound by these Terms and Conditions

# 3. Approval is Conditional and Application Result Notification

Final approval of granting a Loan by the Bank is subject to the Bank being satisfied with the provision of the following documentation and information:

- (i) a self-certification as to the status of the Borrower in the Bank's prescribed
- (ii) all documentation and other information required by the Bank for the purpose of performing the due diligence and identification procedures in relation to the Borrower in accordance with all applicable laws and regulations and its internal policies (including, but not limited to, verification of the identity or status of the Borrower, source of funds and the nature of business or employment of the Borrower); and
- (iii) the Bank being satisfied with the result of an updated checking of the status, including other financial facilities of the Borrower with the Bank (if any) remaining in good standing at all times. The Bank reserves the right to determine the loan amount, limit, monthly repayment amount, interest rate or any other offer in respect of the Loan applied or to decline a Loan Application in its entirety without giving the Borrower any reason for doing so.

The Bank may notify the Borrower either by phone or in writing of the outcome of a Loan Application through the contact number or correspondence address as provided by the Borrower. No contractual relationship arises between the Bank and

To assess the Loan Application, the Bank will need to access and use information

held by credit reference agency(ies). The Borrower can access information on the

Borrower held by the credit reference agency to check and update or correct it (as

needed). If the Borrower has any data access or correction request, the Borrower

shall directly contact Consumer Relations Department of TransUnion Information

In the process, the Bank will also provide data of the Borrower to credit reference

a) request to be informed which items of data are routinely disclosed to credit

b) request the Bank to ask the relevant credit reference agency(ies) to delete Loan

account data once the Loan account has been fully repaid and terminated, if

there is no repayment default in excess of 60 days in the past 5 years

immediately before account termination. If the Borrower has any such

repayment default, the Borrower is liable to have the Loan account data retained

by the relevant credit reference agency(ies) until the expiry of 5 years from the

final settlement date of the default amount; or 5 years from the date of

discharge of bankruptcy of the Borrower as notified to the relevant credit

The Borrower confirms that he/she has received and read the Bank's "Notice to

Customers relating to the Personal Data (Privacy) Ordinance" (copy of which is

available on request by the Borrower or the Borrower can obtain it from all the

branches of the Bank or from the Bank's website www.hk.bankcomm.com) and

agree to the use of his/her personal data by the Bank in the manners and for the

The Borrower is entitled to request access to his/her information held by the Bank

and to update and correct such information whenever necessary. The Bank may

charge a reasonable fee for such access or correction. Such requests should be

made in writing to the Bank's Data Protection Officer at Bank of Communications

Unless otherwise provided herein or agreed by the Bank, any notice and other formal

communications between the Bank and the Borrower must be given in writing. For

communications in writing from the Bank to the Borrower, delivery will be deemed

successful 2 days from the date of dispatch to any Borrower's address on the Bank's

record or upon actual receipt, whichever is earlier. For communications in writing from

the Borrower to the Bank, delivery will be deemed successful only upon actual receipt

These Terms and Conditions shall be governed by and construed in accordance with

the laws of the Hong Kong Special Administrative Region. The Borrower agrees to

submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special

If any provision of these Terms and Conditions is invalid or unenforceable for any

reason, such invalidity or unenforceability shall only affect that provision, and shall

(Hong Kong) Limited, 20 Pedder Street, Central, Hong Kong.

the Borrower merely because of the submission of a Loan Application by the Borrower to the Bank.

### 4. Handling Fees

If a Loan Application is accepted by the Bank, the Bank will charge the Borrower a handling fee as stipulated in a loan confirmation letter (the "Loan Confirmation Letter") and/or the applicable Fees Schedule issued by the Bank from time to time.

The Borrower agrees that the Bank may deduct the handling fee from the loan amount of an approved Loan (the "Loan Amount") and disburse only the balance thereof (the "Disbursement Amount") to the Borrower.

The Bank will disburse the Disbursement Amount to the Borrower by depositing it. into the designated bank account as designated or directed by the Borrower for such

The Borrower acknowledges and agrees that the account bank of the designated bank account may charge the Borrower for service fee or other fee in relation to the deposit of the Disbursement Amount into the designated bank account.

No disbursement of Disbursement Amount will be effected by the Bank on a Saturday or a General Holiday

Unless otherwise determined by the Bank, a Loan Confirmation Letter setting out the terms of the Loan will be sent to the Borrower upon disbursement. The approved Loan shall be subject to these Terms and Conditions, the Bank's applicable Fees Schedule, the terms and conditions of the Loan Confirmation Letter and any other terms and conditions as prescribed by the Bank from time to time.

### 6. Interest and Repayment

Interest shall be charged on the Loan Amount at the applicable interest rate (which will be stated in the Loan Confirmation Letter) starting on the date the Bank disburses the Disbursement Amount to the Borrower until full repayment of the relevant Loan. Unless otherwise agreed by the Bank, the Borrower shall repay the Loan Amount and pay the applicable interest in such installments according to the repayment details as informed by the Bank and/or set out in the Loan Confirmation Letter which will set out the monthly repayment amount and the repayment dates in respect of the Loan.

The Bank is hereby irrevocably requested and authorized to debit any amount owing by the Borrower under any Loan from the bank account designated or directed by the Borrower for that purpose (the "Repayment Account") and the Borrower shall upon request provide the Bank with any documents as the Bank may think appropriate to facilitate the Bank to effect any autopay or direct debit from the Repayment Account.

The Borrower acknowledges and agrees that the account bank of the Repayment Account may charge service fee or fee for setting up the autopay or direct debit facility for the Repayment Account.

Unless otherwise agreed by the Bank, the Bank will only accept payment from the Borrower's Repayment Account by autopay or direct debit as the payment method of any sum owing by the Borrower under a Loan. The Borrower acknowledges and agrees that if the Repayment Account does not have sufficient fund to make the payment , the account bank of the Repayment Account is entitled not to effect such payment and the Borrower may be liable to the account bank for any charge as a result thereof.

The books and records maintained by the Bank in respect of any Loan is conclusive evidence against the Borrower for all purposes and in all courts of law, save to the extent of manifest error.

These Terms and Conditions shall be binding upon the Borrower's executors, administrators and personal representatives

The Bank may assign or transfer any of the Bank's interests, rights or obligations under or in respect of any Loan to any person without prior notice to the Borrower. The Borrower may not assign or transfer any of his/her interests, rights or obligations under or in respect of any Loan to any person.

If there is any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version prevails.

Services	Fees
Handling Fee	1% of Loan Amount per annum Whole year calculation for loan tenor of less than 1 year
Default Interest	3% per month on monthly installment amount, calculated from first date of default
Late Fee	HK\$500 per month
Early Settlement Fee	2% of Loan Amount plus HK\$200

Effective from 29 January 2018

Subject to these Terms and Conditions, if a designated repayment date of any Loan or any part thereof falls on a Saturday or General Holiday, then repayment will become due on the business day of the Bank after that designated repayment day provided that if that business day falls on a date of another calendar month, payment will instead become due on the business day of the Bank prior to that designated

> Payments made to the Bank shall be deemed not to have been made until such time as the relevant funds have been received for value by the Bank, and shall be payable without any deduction or withholding on account of any other amount whatsoever whether by way of set-off, counterclaim or otherwise, and notwithstanding any legal limitation, disability or incapability of any person. If the Borrower is required by any applicable law or regulations to make any deduction or withholding, the Borrower shall promptly pay to the Bank such additional amount as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid under this Clause shall not be treated as interest but as agreed compensation.

### 7. Late Charge

repayment date.

If the Borrower fails to repay any monthly repayment amount of any Loan on the due date, the Bank is entitled to charge the Borrower a late fee, default interest and any other charges stipulated by the Bank in these Terms and Conditions, the Bank's Fees Schedule, the terms and conditions of the Loan Confirmation Letter and/or any other applicable terms and conditions from time to time.

The Borrower agrees that the Bank may apply any payment received by the Bank in respect of the Loan (including by debiting the Repayment Account by autopay or direct debit) for or to satisfy the outstanding amounts owing by the Borrower to the Bank under any Loan in the following order (or in such other order as the Bank may at its absolute discretion determine from time to time):

- a) Interest, default interest and late fee (if any)
- b) Legal fee (if any)
- c) Collection fee (if any)
- d) Past due installments(if anv)
- e) Current installment

### 8. Prepayment

If the Borrower intends to make prepayment for any Loan, the Borrower shall give the Bank 3 Banking Day's irrevocable advance notice of the prepayment date which shall be before the next repayment date of any installment of the Loan. The Borrower shall then make full prepayment of all principal of the Loan and pay interest up to the next repayment date according to the "Rule of 78" together with all fees and charges and other amount owing by the Borrower under the Loan in full on the prepayment date. The Bank only accepts prepayment from the Borrower's Repayment Account by autopay or direct debit (or other repayment method the Bank may at its absolute discretion determine from time to time).

For any prepayment, the Bank may charge the Borrower an Early Settlement Fee as may from time to time stipulated in the Loan Confirmation Letter and/or the Bank's Fees Schedule.

### 9. Repayable on Demand

Notwithstanding any provision contained herein or in any other document, all principal, interest and other fees and charges and other amount owing by the Borrower to the Bank under any Loan are repayable or payable by the Borrower on demand. The Bank may at any time demand the Borrower to make immediate payment of all or any of them without prior notice.

### 10. Event of Default

Subject to Clause 10 above, if any of the following events of default occurs, all Loans, all accrued interest and all relevant fees and charges shall become immediately due and payable by the Borrower to the Bank without demand.:-

- a) any loan, liability, payment obligation or other indebtedness of the Borrower owing to the Bank, other than the Loan, becomes capable of being declared due prematurely by reason of default of the Borrower, or the Borrower fails to make any payment of all or any of them when due, or any security for any such loan, liability, payment obligation or other indebtedness becomes enforceable; or
- b) the Borrower fails to comply with any terms and/or conditions of these Terms and Conditions or any representation, warranty or statement by the Borrower in these Terms and Conditions or other document (including self-certification) furnished to the Bank is incorrect or misleading; or
- c) any petition is presented or any order is made by any competent court or other appropriate authorities for bankruptcy of the Borrower or for the appointment of a receiver, trustee or similar official of all or any part of assets of the Borrower.

The Bank may at any time without prior notice, apply or consolidate any credit balance in any accounts of the Borrower (whether in the name of the Borrower solely or jointly with other(s)) maintained with the Bank towards setting off against and in full or partial satisfaction of any Borrower's indebtedness to the Bank, including any outstanding Loan. In the event that the money in those accounts has to be converted into any other currency for the purpose aforesaid, the Bank may effect such conversion at the exchange rate conclusively determined by the Bank at the time of conversion.

The Borrower hereby agrees and confirms that if at any time and for any reason the Bank determines that it shall be required by any applicable law or regulations, or other obligations imposed on the Bank by any governmental or regulatory authority in or outside Hong Kong to make any deduction or withholding from any payments payable to the Borrower by the Bank (whether as principal or as agent for a third party or otherwise), the Bank shall be entitled to make such deduction or withholding without consent or further reference to the Borrower. The Bank shall not be required to increase any payment in respect of which it makes such a deduction or withholding or otherwise compensate the Borrower of the payment for that deduction or withholding or be liable for any losses that the Borrower may incur by reason of such withholding or deduction. The Bank's determination of the applicability of such withholding or deduction requirement under the applicable law or regulation , or other obligations imposed on it by any governmental or regulatory authority in or outside Hong Kong shall be binding on the Borrower and pending the Bank's determination, the Bank has the absolute discretion to deposit any such monies into a sundry or other account and/or retain such monies in such manner as the Bank deems appropriate.

# 12. Outsourcing

Without prejudice to the Bank's right and powers under the Bank's "Notice to Customers relating to the Personal Data (Privacy) Ordinance", the Bank may from time to time outsource such administrative, operation, telecommunication, computer,

data processing, customer services and/or other banking or credit services in connection with the Bank's business (including any services provided to the Borrower relating to any Loan hereunder) to such third party service provider(s) (whether in Hong Kong or abroad) for such outsourcing activities as the Bank may at its absolute discretion think fit.

### 13. Telephone Instruction

The Bank may (acting in good faith) accept and rely on any request or instruction given or purportedly given by the Borrower by telephone upon identity verification of the maker of the call.

### The Borrower agrees:

- a) that any telephone request or instruction given by a person who claims to be the Borrower and satisfies the identity verification criteria and procedure as established by the Bank at its absolute discretion may be relied on by the Bank and shall be irrevocable and binding on the Borrower as if it were given by the
- b) that the Bank may (but is not obliged to) keep recordings and /or other records of any such telephone requests or instructions for such period of time as the Bank may think appropriate
- c) to provide to the Bank sufficient information to facilitate the Bank to operate the Bank's identity verification procedure: and
- d) to indemnify the Bank on demand against any claim or liability suffered by the Bank as a result of the Bank's reliance on any telephone request or instruction given in accordance with such procedure regardless of the actual identity of the maker of the request.

The Borrower agrees and confirms that, if in the Bank's sole opinion, any instructions to act or not to act, or any transaction involves or may involve any illegal or unlawful activities including money laundering, drug-trafficking, terrorist financing, bribery, corruption or other activities that are prohibited or are deemed illegal or unlawful by any applicable law or regulations, or may constitute a breach or violation of economic or trade sanctions imposed by any governmental or regulatory authority in or outside Hong Kong having jurisdiction over the Bank or its group of companies, the Bank has the absolute right:-

- a) not to act on any instruction or accept or pay for any transaction concluded or effected by the Borrower or any person;
- b) to delay, block or refuse to make any payment under or in connection with such instruction or transaction;
- c) not to handle or process such instruction or transaction,

and the Bank shall not be liable for any delay or failure to pay, process or reject such transaction or for any related disclosure of information.

The Borrower agrees and acknowledges that the Bank is required to act in accordance with applicable law or regulations and that the Bank may take such action as it considers appropriate in accordance with or by reference to all such annlicable laws or regulations and requests of any governmental or regulatory authority in or outside Hong Kong. The Bank may:-

- a) investigate any instructions, payment messages and other information provided to or passed through the Bank; or
- b) report suspicious transactions to the relevant authority without reference to or knowledge of the Borrower and free of any liability whatsoever to the Borrower or any person.

# 14. Variation by the Bank

The Bank may vary the interest, interest rate, fees, charges or these Terms and Conditions at any time by giving not less than 30 days' prior written notice of variation to the Borrower. Any such variation will be binding on Borrower if Borrower maintains the Loan account or the Loan is not repaid in full after the effective date

### 15. Debt Collection and Enforcement Costs

The Bank may employ any third party debt collector or other agents to demand, recover or collect any sum owing by the Borrower to the Bank. The Borrower

- a) authorizes the Bank to disclose personal or other information of the Borrower to any such person for debt collection purposes; and
- b) agrees to pay and indemnify the Bank immediately on demand all reasonable costs and expenses (including, but without limitation, legal fees and any debt collection agency fees, costs and expenses reasonably incurred in connection with the recovery or attempted recovery of any sum(s) payable by the Borrower under the Loan) the Bank reasonably incur in respect of any such debt collection actions.

Without prejudice to the foregoing, the Borrower shall indemnify the Bank on demand against all reasonable costs, charges and expenses (including legal fees) reasonably incurred by the Bank as a result of any enforcement, preservation or protection of any right of the Bank under or in respect of these Terms and Conditions or the Loan.

# 16. Duty to update information

The Borrower will from time to time provide such information and documents as the Bank may from time to time require or deem necessary for the purpose of compliance with all applicable law or regulations, or any obligations imposed on any member of the Bank or the Bank's group of companies under any present or future contractual or other commitment with any governmental or regulatory authority in or outside Hong Kong or compliance with the Bank's internal policy and procedures.

The Borrower shall notify the Bank in writing within 14 days of any change in his/her financial condition or personal or contact information or any change in circumstances that results in any change in information furnished to the Bank or any change in the status of the Borrower (including change in nationality or residence status, residence address and mailing address, telephone or facsimile number and email address).

Provision of any false information by the Borrower in connection with any Loan Application or Loan shall be a breach of these Terms and Conditions and the Bank may then cancel the Loan approval or withdraw the Loan, and may also charge the Borrower a reasonable handling fee. The Borrower shall indemnify the Bank in respect of all loss, damage, reasonable expenses (legal or otherwise), actions, demands, claims, proceedings whatsoever which the Bank may suffer as a result of any breach or default on the part of the Borrower in the discharge or performance of his/her undertakings and obligations in these Terms and Conditions or any representation, warranty or statement by the Borrower in these Terms and Conditions or any other document (including self-certification) provided to the Bank is or proves to have been incorrect or misleading when made or deemed to be made.

otice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services. (c) It is also the case that data are collected from customers in the ordinary course of
- the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- (d) The purposes for which data relating to a customer may be used are as follows:-(i) the daily operation of the services and credit facilities provided to customers:
- (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each
- (iii) creating and maintaining the Bank's credit scoring models;
- (iv) assisting other financial institutions to conduct credit checks and collect debts; (v) ensuring ongoing credit worthiness of customers;
- (vi) designing financial services or related products for customers' use: (vii) marketing services ,products and other subjects (please see further details in
- paragraph (g) below)
- (viii) determining the amounts owed to or by customers;
- (ix) collection of amounts outstanding from customers and those providing security for customers' obligations (x) complying with the obligations, requirements or arrangements for disclosing
- and using data that apply to the Bank or that it is expected to comply according (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong SAR") existing currently and in the
- those concerning automatic exchange of financial account information); (2) any quidelines or quidance 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 SAR 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):

future (e.g. the Inland Revenue Ordinance and its provisions including

- (3) 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 Bank 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;
- (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank 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; (xii) enabling an actual or proposed assignee of the Bank, or participant or

sub-participant of the Bank's rights in respect of the customer to evaluate the

transaction intended to be the subject of the assignment, participation or (xiii) purposes relating thereto

(e) Data held by the Bank relating to a customer will be kept confidential but the Bank may, where it considers necessary or appropriate, provide such information to the following parties for the purposes set out in paragraph (d) above:

(i) any agent, contractor or third party service provider who provides

- administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business: (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; (iv) credit reference agencies and, in the event of default, to debt collection
- agencies: (v) any person to whom the Bank is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank, or any disclosure under and for the purposes of any guidelines o
- 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 Bank are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies of associations of financial services providers, all of which may be within or
- (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and

outside the Hong Kong SAR and may be existing currently and in the future;

- (vii) (1) the Bank's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers; (3) third party reward, loyalty, co-branding and privileges programme
- (4) co-branding partners of the Bank and the Bank's group companies (the form(s) for the relevant services and products, as the case may be);
- (5) charitable or non-profit making organizations; and (6) external service providers (including but not limited to mailing houses, telecommunications companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d) (vii) above.

capacity in respect of each mortgage (as borrower, mortgagor or guarantor,

and whether in the customer's sole name or in joint names with others);

Such information may be transferred to a place outside Hong Kong SAR.

- With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
  - Hong Kong Identity Card Number or travel document number; date of birth: correspondence address;

full name;

- (vi) mortgage account number in respect of each mortgage; ii) type of the facility in respect of each mortgage;
- (viii) 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

(ix) if any, mortgage account closed date in respect of each mortgage. The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong SAR, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the

credit reference agency by credit providers (subject to the requirements of the

Code of Practice on Consumer Credit Data approved and issued under the

# (g) USE OF DATA IN DIRECT MARKETING

Ordinance).

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing:
- (ii) the following classes of services, products and subjects may be marketed (1) financial, insurance, credit card, banking and related services and
- products: (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application

(2) reward, loyalty or privileges programmes and related services and

form(s) for the relevant services and products, as the case may be); and

- (4) donations and contributions for charitable and/or non-profit making purposes: (iii) the above services, products and subjects may be provided or (in the case of
- donations and contributions) solicited by the Bank and/or: (1) the Bank's group companies:
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding or privileges programme providers; (4) co-branding partners of the Bank and the Bank's group companies (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 (5) charitable or non-profit making organizations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.
- If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.
- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer

- (i) to check whether the Bank holds data about him/her and of access to such
- (ii) to require the Bank to correct any data relating to him/her which is inaccurate (iii) to ascertain the Bank's policies and practices in relation to data and to be
- informed of the kind of personal data held by the Bank; (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the

relevant credit reference agency or debt collection agency; and

- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, 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 Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (i) 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 (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default
- (j) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the nent data reveal any default of payment lasting in excess of 60 day 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 customer with evidence to the credit reference agency, whichever is earlier
- (k) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (I) The person 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 is as follows The Data Protection Officer
- Bank of Communications (Hong Kong) Limited 20 Pedder Street, Central, Hong Kong Fax: 2833 6561
- agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

(m) The Bank may have obtained a credit report on the customer from a credit reference

(n) Nothing in this Notice shall limit the rights of customers under the Ordinance. Date: January, 2018

Note: In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.

Bank of Communications (Hong Kong) Limited (A wholly owned subsidiary of Bank of Communications Co., Ltd.)

No failure or delay by the Bank to exercise or enforce any right under these Terms and Conditions shall operate as a waiver of such right or any other rights.

not affect the validity or enforceability of any other provision.