

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

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 form;
- (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

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.

5. Loan Disbursement

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 purpose.

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.

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 repayment date.

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

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 any)
- 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.

11. Set-off

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 Borrower;
- 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 applicable 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 of the amendment.

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 hereby:-

- 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.

17. Credit Reference Matters

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 Services Limited.

In the process, the Bank will also provide data of the Borrower to credit reference agency(ies). The Borrower has the right to:

- a) request to be informed which items of data are routinely disclosed to credit reference agencies; and
- 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 reference agency(ies) , whichever is earlier.

18. Personal Data

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 purposes set out in that notice.

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

19. 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 by the Bank.

20. Governing Law and Jurisdiction

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 Administrative Region.

21. Miscellaneous

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 not affect the validity or enforceability of any other provision.

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.

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.

Fees Schedule

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

Bank of Communications (Hong Kong) Limited

Notice 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 year;
- (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 to:
- (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 future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
- (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong 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);
- (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 sub-participation; and
- (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 confidential;
- (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 or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the 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 or associations of financial services providers, all of which may be within or outside the Hong Kong SAR and may be existing currently and in the future; 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
- (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 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);
- (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.
- Such information may be transferred to a place outside Hong Kong SAR.
- (f) 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:
- (i) full name;
- (ii) 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);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) 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 order); and

- (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 Ordinance).
- (g) **USE OF DATA IN DIRECT MARKETING**
- 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;
- (2) reward, loyalty or privileges programmes 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 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 has the right:-

- (i) to check whether the Bank holds data about him/her and of access to such data;
- (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 of 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 account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the 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.
- (l) The person to whom requests for access to data or correction of data 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
- (m) The Bank may have obtained a credit report on the customer from a credit reference 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.
- (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.)