

## Bank of Communications Credit Card "Flexi" Purchase Instalment Plan Terms and Conditions:

1. The Promotional Period of "Flexi" Purchase Instalment Plan ("the Instalment Plan") start from 1 January 2021 to 31 March 2021 both dates inclusive. ("the Promotional Period")
2. The Instalment Plan is bound by the terms and conditions of Bank of Communications Pacific Credit Card Cardholder Agreement and Bank of Communications China UnionPay Dual Currency Credit Card Cardholder Agreement of Bank of Communications (Hong Kong) Limited ("the Bank"). It is only applicable to the designated principal and supplementary cardholder of Bank of Communications Credit Card, which is issued in Hong Kong ("Cardholder"), who can apply for the Instalment Plan, excluded PC Internet Card and Gift Card cardholder.
3. The eligible transactions of the Instalment plan ("Eligible Transactions") include (1) Local retail transaction, (2) Foreign retail transaction (non HKD Transaction), (3) Online retail transaction, (4) Purchases made by post/fax/phone made by Eligible Credit Card during the spending period and (5) online bill payments for the tuition fee of City University of Hong Kong, Hong Kong Baptist University, Lingnan University of Hong Kong, Chinese University of Hong Kong, The Education University of Hong Kong, Hong Kong Polytechnic University, Hong Kong University of science and technology . Eligible Transactions exclude local/overseas cash advance, top up amount of Octopus automatic add value service, monthly payment for instalment plans, monthly instalment to merchants, MPF/SVC contribution, balance transfer amount, all online bill payments (Except for the transactions mentioned in (5) of above), purchase of casino chips, tax payment, purchase of traveller's cheques, insurance fee, payment of all credit card charges (annual fees, finance charges, etc.), handling fees for other redemption promotions and the transactions in Mainland China by using CUP Dual Currency Credit Card including transactions of Mainland property, vehicle, air ticket, fuel, wholesale, supermarket spending, hospital fee, education fee and any credit card transactions designated by the Bank from time to time.
4. Cardholders can apply for the Instalment Plan commencing on the retail purchase transaction date and ending on 5 working days preceding the payment due date (starting from the date when the Bank receives the application).
5. Cardholders can apply for the Instalment Plan with the combined valid retail purchase transaction amount within the Promotional Period. Every single retail purchase transaction amount must be HK\$1,000 or above (or foreign currencies equivalent), and the maximum transaction amount is 100% of the available credit limit (excluded the one-off handling fee).The Bank's exchange rate will be used as the standard conversion rate of the foreign currencies to Hong Kong Dollars.
6. In accordance with the repayment period of 6 months, 12 months and 24 months, the one-off handling fee for the application of the Instalment Plan (according to the retail purchase transaction amount) should be 2.5%, 3.5% and 6% on every applied retail purchase transaction amount respectively and the related APRs are 9.03%, 6.79% and 6.15%. The APRs are calculated according to the guidelines of the Code of Banking Practice and will be rounded up to nearest two decimal places. APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate.
7. The approved Instalment loan amount and one-off handling fee of the Instalment Plan are neither eligible for cash rebate or bonus point reward under the prevailing spending reward program nor counted to the spending requirement of welcome gift offers.
8. The retail purchase transaction must be done through the qualified Credit Cards of the Bank. The transaction must be posted to the same

Credit Card account which is applied for the Instalment Plan. Each transaction can be applied for the Instalment Plan once only.

9. No interest will be paid by the Cardholder under the Instalment Plan and the Cardholder is only required to pay the one-off handling fee for the Instalment Plan. The loan amount of this Instalment Plan is for retail purchase. If the Cardholder fails to make full repayment of the statement balance specified in the Credit Card account statement on or before the payment due date of each month, the Cardholder shall pay interest on all outstanding balance on the Credit Card account. The Cardholder shall pay a finance charge on any monthly instalment amount due but unpaid at the prevailing interest rate of the Credit Card Account.
10. Upon approval of the Cardholder's application for the Instalment Plan, (a) The Bank will hold the credit limit of the Cardholder's Credit Card account specified in the Instalment Plan Application Form with an amount equivalent to the Instalment Plan transaction amount and the one-off handling fee as the Bank may from time to time prescribe until the last instalment amount is settled. (b) The Bank will debit the monthly instalment amount of the Instalment Plan from the Credit Card account by 6, 12 or 24 consecutively according to the Instalment Plan. The first instalment amount and the one-off handling fee will be debited from the Credit Card account immediately or on the date that the Bank may prescribe at its discretion. (c) The Bank will proportionally reduce the hold amount from the credit limit of the Credit Card account every month after the Bank successfully debits the Credit Card account with the instalment amount due. (d) The cardholder will be notified of the approval result by mail within 5 working days after approval and the Bank will deposit the total approved amount into the Cardholder's designated Credit Card account in which the approved amount stated as a loan nature for the Cardholder from the Bank and the Cardholder should accept to pay monthly for the Instalment Plan which is agreed with the Bank. Upon receive the confirmation of successful application, the Cardholder should settle the payment before due date without prior notice. The Bank will not bare the finance charges on any overdue payment.
11. Unless approved by the Bank, the Instalment Plan cannot be cancelled or changed. Cardholders must ensure the information of application is correct. No claims can be made to the Bank for the unsuccessful application of the Instalment Plan.
12. If the Credit Card account is cancelled by Cardholder or the Bank for whatever reason, the Cardholder must immediately settle all outstanding balance of the Instalment Plan. In case the Cardholder requests (i) to cancel or amend the application for the Instalment Plan; or (ii) make full repayment of the outstanding balance of the Instalment Plan, the Cardholder does not required to pay any administration fee, but the one-off handling fee which was paid will be non-refundable.
13. The Bank has the right to approve or reject the application of the Instalment Plan hereof without giving any reason therefore. Notwithstanding the other provisions in these Terms and Conditions, the Bank shall be entitled at any time with notice to the Cardholder (a) suspend or terminate the Instalment Plan; and/or (b) revise or add further provisions to these Terms and Conditions. The Bank reserves the right to revise the above-mentioned interest rate and the handling fee from time to time. In case of any disputes, the decisions of the Bank shall be final and conclusive.
14. No person other than the Cardholders and the Bank will have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, the Laws of Hong Kong) to enforce or to enjoy the benefit of any term under these Terms and Conditions.
15. In case of discrepancy between the Chinese and English versions of these terms and conditions, the Chinese version shall prevail.

## 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 or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services.
- (d) The purposes for which data relating to a customer may be used are as follows:
  - (i) considering and assessing the customer's application for the Bank's products and services;
  - (ii) the daily operation of the services and credit facilities provided to customers;
  - (iii) 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;
  - (iv) creating and maintaining the Bank's credit scoring models;
  - (v) assisting other financial institutions to conduct credit checks and collect debts;
  - (vi) ensuring ongoing credit worthiness of customers;
  - (vii) designing financial services or related products for customers' use;
  - (viii) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (ix) determining the amounts owed to or by customers;
  - (x) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (xi) 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;
- (xii) 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;
- (xiii) 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
- (xiv) 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) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
  - (v) credit reference agencies and, in the event of default, to debt collection agencies;
  - (vi) 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;
  - (vii) 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
  - (viii) (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 organisations;
- (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 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 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

(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: October, 2020

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

## Key Facts Statement (KFS) for Instalment Loan

Bank of Communications (Hong Kong) Limited (the "Bank")

"Flexi" Purchase Instalment Plan

January, 2019

<p><b>This product is an instalment loan.</b></p> <p><b>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.</b></p>													
Interest Rates and Interest Charges													
Annualised Percentage Rate (APR) <sup>#</sup>	Please refer to Fees and Charges below												
Annualised Overdue / Default Interest Rate	Please refer to Additional Information below*												
Fees and Charges													
Handling Fee	One-off handling fee will be charged <sup>+</sup> . For a loan amount of HK\$100,000 <sup>^</sup> , the fee in APR <sup>#</sup> is as follows:												
	<table border="1"> <thead> <tr> <th>Loan Tenor</th> <th>6-month</th> <th>12-month</th> <th>24-month</th> </tr> </thead> <tbody> <tr> <td>One-off handling fee<sup>+</sup> (base on the amount of each transaction which applied for Instalment)</td> <td>\$2,500 (2.5%)</td> <td>\$3,500 (3.5%)</td> <td>\$6,000 (6%)</td> </tr> <tr> <td>APR<sup>#</sup></td> <td>9.03%</td> <td>6.79%</td> <td>6.15%</td> </tr> </tbody> </table>	Loan Tenor	6-month	12-month	24-month	One-off handling fee <sup>+</sup> (base on the amount of each transaction which applied for Instalment)	\$2,500 (2.5%)	\$3,500 (3.5%)	\$6,000 (6%)	APR <sup>#</sup>	9.03%	6.79%	6.15%
	Loan Tenor	6-month	12-month	24-month									
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APR <sup>#</sup>	9.03%	6.79%	6.15%										
One-off handling fee will be charged at the first instalment.													
Late Payment Fee and Charge	Please refer to Additional Information below*												
Prepayment / Early Settlement / Redemption Fee	If cardholder chooses to repay prematurely, the balance of the outstanding instalment loan amount and handling fee shall be due immediately.  For the calculation and Frequently Asked Questions of handling fee and principal, please refer to our Bank website (Credit Card > Spending & Purchase Instalment > "Flexi" Purchase Instalment Plan)												
Returned Cheque / Rejected Autopay Charge	Please refer to Additional Information below*												
Additional Information													
<p><sup>#</sup>APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate.</p> <p><sup>*</sup>If full payment of the outstanding current balance as stated in credit card statement is received by the Bank on or before the due date, no interest shall be payable by cardholder. Otherwise interests, finance charge and other fees, if applicable, shall be charged pursuant to the user agreement. Please visit the website of the Bank at <a href="http://www.hk.bankcomm.com">www.hk.bankcomm.com</a> for copy of the credit card agreement.</p> <p><sup>+</sup>One-off handling fee is applicable to particular promotion and customer and is for reference only. Handling fee is determined from time to time for various promotions by the Bank. Please refer to the latest promotion materials or contact our bank staff for the offer on handling fee.</p> <p><sup>^</sup>The above example with loan amount HK\$100,000 is for reference only. Each transaction which applied for "Flexi" Purchase Instalment Plan must be HK\$1,000 or above and the maximum amount is 100% of the available credit limit (excluding the one-off handling fee).</p> <p>Note: In case of discrepancies between the English and Chinese versions of this KFS, the Chinese version shall prevail.</p>													

## To borrow or not to borrow? Borrow only if you can repay!

(If you do not wish to receive any promotional materials and direct marketing from us, please tick the appropriate box below and provide any one of your account number or HKID No./ Passport No. and return this leaflet to our outlets, send it by fax: 2833 6561 or mail to our Data Protection Officer at The Bank of Communications (Hong Kong) Limited, 20 Pedder Street, Central, Hong Kong. This arrangement is free of charge.)

I \_\_\_\_\_ (Name) (A/C No. or HKID No./ Passport No. (For HK ID Card, please provide the letter(s) plus the first 4 digits) : \_\_\_\_\_ ) do not wish to receive any promotional materials and direct marketing.

 <b>Customer Services Hotline</b> <b>223 95559</b>	 <b>Diamond / Platinum Card Hotline</b> <b>22 699 888</b>	 <b>Website</b> <b><a href="http://www.hk.bankcomm.com">www.hk.bankcomm.com</a></b>			
					

Bank of Communications (Hong Kong) Limited  
(Incorporated in Hong Kong with limited liability)

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