

# Tomorrow Visa Card Application Form

Earn an extra 10,000 Fubon credit card bonus points by applying via fax or mail for principal card of Tomorrow Visa Card using this application form. Please refer to the related note for offer detail.

Please return this application form with the required documents to us by fax to 2503 5290 or by mail to Fubon Bank Credit Card Centre, 23/F, Fortress Tower, 250, King's Road, North Point, Hong Kong. (If you have returned the form by fax, please do not re-confirm by mail.) Please tick the appropriate boxes where applicable. Applicants must be full-time tertiary students and Hong Kong permanent residents aged 18 years old or above.

**Type of Credit Card Applied:**

- "My Dream Come True"(301)
- "Have a Good Day!"(301)

*\*Notes for extra bonus points reward via application form obtained from web.* Only customers who are not holders of the Bank's credit cards or co-branded cards of the Bank or its predecessor are eligible for this offer. No offer will be granted if the customers have applied or cancelled the Bank's credit cards or co-branded cards within the past 6 months from the date of application. This offer is only available to customer who applied by fax-in or mail-in application form for Fubon principal card obtained from Fubon Bank Website. The application must be successful and the customer must activate the principal card within 15 days upon card issuance in order to enjoy the offer. The bonus point reward will be credited to principal cardholder's credit card account, which must be in normal status, within October 2010 and will be displayed on the principal cardholder's credit card statement. Each customer will only be entitled to this offer once. This offer is applicable for successful application on or before 31 October 2010.

WELCOME GIFT FOR PRINCIPAL CARDHOLDER	
Please select one of the following welcome gifts (if not specified or more than one gifts are chosen, we will choose on your behalf):	
<input type="checkbox"/>	Smartech "Digital Slim" Ionic Oscillating Tower Fan (Redemption price: HK\$150 (W8P-AVS013))
<input type="checkbox"/>	30,000 Fubon Bonus Point (WX2-AVS013)
<input type="checkbox"/>	"No handling fee interest-free Cash Instalment Plan" (W6D-AVS013)
<input type="checkbox"/>	HK\$180(W4A-AVS019) "Octopus Automatic Add-value Service" ("AAVS") Top-up amount <b>(Principal cardholders cannot receive other rewards for successful application of AAVS in extra. The section below for application of AAVS must be completed, otherwise the principal cardholders will receive Fubon Bonus Points as welcome gift)</b>
<b>Only customers who are not holders of the Bank's credit cards or co-branded cards are eligible for the welcome gifts (for both the Principal and Supplementary Card). No welcome gifts will be granted if customers have cancelled the Bank's credit cards or co-branded cards within the past 6 months in the case of successful application. Please refer to the relevant Welcome Gift Terms &amp; Conditions.</b>	

YOUR PERSONAL DETAILS (must fill in)				
<input type="checkbox"/> Mr. English Name				
<input type="checkbox"/> Miss				
Name in Chinese		Date of Birth	DD	MM YY
Nationality		HK Permanent ID Card / Passport No. <b>(Please enclose copy)</b>		
Taiwan ID Card No. <b>(Only applicable to applicants who are holders of Taiwan ID card, please enclose copy)</b>				
Present Home Address (in BLOCK LETTERS) (Hostel address is not applicable)				
Flat / Room	Floor	Block		
Building				
Street / Road / Estate				
District				
<input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT				
Years in Present Address _____				
Home Phone No.		Mobile		
Correspondence Address (in BLOCK LETTERS)				
Flat / Room	Floor	Block		
Building				
Street / Road / Estate				
District				
<input type="checkbox"/> HK <input type="checkbox"/> KLN <input type="checkbox"/> NT				
E-mail Address				

**OCTOPUS AUTOMATIC ADD-VALUE SERVICE** Earn 5,000 extra bonus points

If you are Fubon principal or supplementary credit cardholder ("Applicant") and aged 18 or above, you may apply Automatic Add-Value Service for yourself and you must have Octopus Card or apply for a Personalized Octopus card by completing below section.

If you would like to apply for Automatic Add-Value Service in relation to the Octopus Card issued or Personalized Octopus Card to be issued to you by Octopus Cards Limited, please put a "✓" at below box(s) to indicate that you have read, understand and agree to observe and be bound by the Octopus Automatic Add-Value Agreement and Terms of Applications.

**Principal Card Applicant**

I would like to apply for Automatic Add-Value Service with my existing Octopus card.

**Principal Card Applicant (AAVS Account Holder)**

Your Octopus Card No: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] ( )

I would like to apply for a Personalized Octopus Card and Automatic Add-Value Service (Please complete the section of "Collection Branch of Personalized Octopus Card" below)

**Principal Card Applicant**

I / We hereby declare and confirm that all information in respect of me / us provided in this application form is true, accurate and complete to the best of my / our information, knowledge and belief. I / We also confirm that I / we have read and agree to be bound by the Terms of Application, the AAVS Agreement and the Conditions of Issue (as amended by Octopus Cards Limited from time to time) in the use of the AAVS and the Octopus. I / We acknowledge and agree that upon the approval of the Automatic Add Value Service, my / our personal data provided in this application will be associated with my Octopus. By signing this application form, I / we agree that I / we have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.

As the AAVS Account Holder, I also agree to be liable for all fees associated with the application by all the Applicants under this Application Form in respect of the AAVS and/or the Personalized Octopus as set out herein. I authorize Fubon Bank (Hong Kong) Limited to pay Octopus Cards Limited in accordance with such instructions as it may receive from Octopus Cards Limited from time to time. I promise to reimburse Fubon Bank subject to and in accordance with the Fubon Credit Card Cardholder Agreement.

**Application for Personalized Octopus Card**

If the Applicants would like to apply for a Personalized Octopus card, they can apply for one by ticking the appropriate box in this application form. The application fee for each Personalized Octopus card is HK\$100 (including HK\$50 deposit, HK\$30 stored value and HK\$20 non-refundable service charge). The application fee will be charged against the AAVS Account.

**Principal Card Applicant (AAVS Account Holder)**

Collection Branch of my Personalized Octopus Card : [ ] [ ] [ ] (please refer to below section)

**COLLECTION BRANCH OF PERSONALIZED OCTOPUS CARD:** Please fill in one of the branch codes of Fubon Bank at the above appropriate box(s). The Bank will notify the successful applicant(s) by mail for collection of the Personalized Octopus card in person.

HONG KONG ISLAND			KOWLOON			NEW TERRITORIES			
Central	828	Chai Wan	851	Kowloon Main Branch (Mongkok)	860	Cheung Sha Wan	853	Yuen Long	833
Causeway Bay	829	Sheung Wan	861	Jordan Rd	830	Hunghom	854	Shatin	843
Taikoo Shing	835			Mongkok	832	Kwun Tong	858	Tai Po	845
North Point	838			TST	836			Tsuen Wan	848
Wanchai	839			Mei Foo	837			Tuen Mun	859
Queen's Rd E	850			Richland Gardens	840				

**Notes:** 1. The welcome offer is not applicable to cardholder using AAVS with HK\$500 topup amount. 2. There is no application fee for first time AAVS applicants. A handling fee of HK\$20 will be charged by Octopus Cards Ltd. for customers who transfer the AAVS from one bank to another, or reactivate the AAVS following suspension. The service is available for any type of Octopus card or product. 3. Whenever the Octopus Cards' stored value is zero or negative, or the remaining value plus the maximum negative value is not enough to cover the intended payment, HK\$250 will be automatically transferred from your Fubon Credit Card to topup each Octopus Card (maximum of 1 time per day). 4. All applications and privileges are subject to the relevant terms and conditions. Please visit www.fubonbank.com.hk or call 2566 8181 for enquiry.

**TERMS OF APPLICATION: 1. Definitions of "AAVS Account", "AAVS Account Holder" and "Octopus Holder"** – For the purposes of the Octopus Automatic Add Value Agreement ("AAVS Agreement") and this application form: "AAVS Account" means the credit card account specified in Section A of this application or such other credit card account notified to us, Octopus Cards Limited by Fubon Bank or the AAVS Account Holder from time to time; "AAVS Account Holder" means the person specified in Section A of this application form; and "Octopus Holder" means any one of the persons specified in Section B of this application form. 2. **Eligibility** – (a) If you are a Fubon credit card holder aged 18 or above, you may apply for AAVS to be linked to an Octopus belonging to you, up to a maximum of three Octopus. However, each Octopus must be linked to a different financial institution. In addition, you can also apply for AAVS to be linked to an Octopus belonging to your family members, friends or relatives aged over 12 (you and such other persons together are referred to as the "Applicants"), up to a maximum of three Octopus in aggregate. If an Octopus Holder applies for AAVS with another Octopus, this must be through a different financial institution. Furthermore, each Octopus can be linked to only one AAVS. (b) In using this application form, each of the Applicants must either apply for the AAVS with an existing Octopus or to apply for the AAVS and a Personalised Octopus at the same time. All value added to the designated Octopus or Personalised Octopus of the Applicants through the AAVS will be charged to the AAVS Account. 3. **Application for AAVS and Personalised Octopus** – (a) If an Applicant has an existing Octopus and does not wish to apply for a Personalised Octopus, the Applicant should fill in the 8- or 9-digit serial number of his/her Octopus in this application form and complete the application form as required. Once this application is approved by us, the Octopus will be registered under the Applicant's name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations. (b) If any Applicant would like to apply for a Personalised Octopus (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in this application form. (c) All Octopus linked with AAVS and Personalised Octopus should not be transferred to or used by a person other than the relevant Octopus Holders. (d) For an Applicant who already has a Personalised Octopus with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS. To apply for a Personalised Octopus with a student status, the Applicant should apply for such Personalised Octopus through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as customer service centres of MTR at designated stations). (e) We reserve the right to reject any application for AAVS and/or Personalised Octopus at our sole and absolute discretion. 4. **Fee** – (a) There is no application fee for first-time Applicants for the AAVS. Where an Octopus already has or used to have AAVS linked to it, there is a non-refundable handling fee of HK\$20 charged for transferring the AAVS from one financial institution to another, or reactivation of AAVS following suspension or cancellation. Such fee(s) will be charged to the AAVS Account. (b) If you are currently using AAVS on your Octopus and would like to apply for AAVS to be linked to a second or third Octopus whose AAVS function has never been enabled, there will be no fee for such application(s). (c) If you are applying for AAVS and a Personalised Octopus, the cost associated with obtaining a Personalised Octopus is HK\$100 which includes a HK\$50 deposit, HK\$30 initial stored value and HK\$20 administrative fee for the issue of the Personalised Octopus. The application cost will be charged to the AAVS Account. (d) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS and/or Personalised Octopus by all the Applicants in section B of this application form. 5. **Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement** – The use of an Octopus and the AAVS are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement we publish (as amended from time to time), and these terms of application ("Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, these Terms shall prevail. By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the Applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at www.octopuscards.com.hk. 6. **Card Loss** – You agree that if you lose your Octopus linked with AAVS or your Personalised Octopus, you shall report such loss to us immediately by calling the Octopus Lost-card Hotline (2266 2266). You, as the AAVS Account Holder or the relevant Octopus Holder, shall be liable for the aggregate value added to the lost Octopus by the AAVS within 6 hours after the loss report, but such liability shall be limited to the daily maximum automatic add value amount as stipulated by us from time to time. 7. **Return of Personalised Octopus** – You agree that we are entitled to deduct HK\$10.00 (or such other reasonable amount as we may determine from time to time) as the refund handling fee from the deposit when you return your Personalised Octopus to us. 8. **Uncollected Personalised Octopus** – (a) Following the approval of your application for a Personalised Octopus and AAVS, you will be notified how to collect your Personalised Octopus. (b) If you do not collect the Personalised Octopus within six months from the notification, we shall destroy your Personalised Octopus, and forfeit the deposit and any remaining value stored in your Personalised Octopus. 9. **Personal Data** – It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS and the Personalised Octopus. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS or issue a Personalised Octopus for his/her use. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement. 10. **English Version Prevails** – In case of any discrepancy between the English and Chinese versions of this Terms of Application, the English version shall prevail.

INSTITUTION INFORMATION	
Name of Institution	
Department	
Year of Study	Expected Graduation Year

YOUR PARENT	
<input type="checkbox"/> Father	<input type="checkbox"/> Mother
Father's/Mother's Name in English	
Father's/Mother's Name in Chinese	
Contact Phone No.	
I confirm that I have got the acknowledgement of personal information disclosure from the above person.	

OTHER INFORMATION	
Please send credit card and monthly statement to my <input type="checkbox"/> Home <input type="checkbox"/> Office	
PIN for ATM Services <input type="checkbox"/> require <input type="checkbox"/> not require	
(if not specified, we will mail the PIN to the above correspondence address)	

ATM Services	
I wish to use my credit card to have ATM access to my HK dollar account with Fubon Bank	
Account No.	
ATM Screen Instructions in <input type="checkbox"/> Chinese <input type="checkbox"/> English	

RELATIONSHIP WITH DIRECTOR/EMPLOYEE OF THE BANK	
Is the applicant the spouse, parent, sibling or relative of a staff member, director, substantial shareholder* or person-in-charge of the Bank and/or any of its subsidiaries?	
<input type="checkbox"/> Yes. Name of the relevant staff member, director, or substantial shareholder* or person-in-charge: _____	
My relationship with the aforementioned person: _____	
<input type="checkbox"/> No. I hereby undertake to notify the Bank in writing as soon as possible if I become so related to the Bank and/or any of its subsidiaries.	
* "Substantial shareholder" means a shareholder holding 5% or more of the issued share capital of a company.	

REQUIRED DOCUMENTS	
To ensure prompt processing of your application, please make sure you have enclosed copies of the following documents. Documents supplied (including this application form) are not returnable.	
1. Your H.K. Permanent ID. Card (please provide copy of your valid passport or travel documents if you are not holding a permanent HKID card), and	
2. Your Taiwan ID. Card and that of any supplementary card applicant (if applicable) – only applicable to applicants who are holders of Taiwan ID card; and	
3. Your Student I.D. Card, and	
4. Your recent address proof in last 3 months, e.g. bank statement, utility bills, water supply bill or mobile phone bill etc.	
<i>Note: The Bank reserves rights to request for additional documents from you.</i>	

YOUR SIGNATURE	
1	I/We warrant and declare that the information of all my/our other banking and financial commitments given above are true and correct and you are authorized to confirm this from any source you may choose. <u>In particular I/we confirm that I/we have not in the past been the holder of any credit card (principal or supplementary) or the recipient of any borrowings, credit or financial accommodation which has been cancelled or suspended by the credit card issuer or lender (as the case may be) due to my/our default in payment or breach of any applicable terms and conditions.</u>
2	I/We acknowledge that all information must be provided to facilitate the processing of this application and my/our failure to do so may result in this application not being processed and you may not be able to issue the credit card
3	I/We agree and accept that if any information given by me/us is false then my/our act will constitute an offence under Section 71 of the Crimes Ordinance and/or under Sections 16A, 17 and 18 of the Theft Ordinance.
4	I/We understand that the information I/we provide herein constitutes Personal Data (as defined in the Personal Data (Privacy) Ordinance) and I/we consent to your using, holding, storing, disclosing or transferring any of my/our Personal Data for such purposes as are necessary for the processing of this application and set out in the VISA/MasterCard Cardholder Agreement. I/we further understand that I/we have the right to request access to or correction of my/our Personal Data and that you have a right to charge me/us a processing fee for this.
5	The Card Embossing Process of Fubon Bank Cards (include Credit Cards, ATM Cards, Revolving Loan Cards, Account Debit Cards and any banking facility cards issued by the Bank from time to time) has been outsourced to the service provider(s) located in Hong Kong or outside Hong Kong, e.g. Mainland China (the "Service Provider(s)"). As a result, the personal data of Fubon Bank Card Holders may be disclosed or transferred to the Service Provider(s) appointed by the Bank. The appointed Service Provider(s) will adopt stringent security measures to ensure the personal data of customers are kept in strict confidence in the Card Embossing Process. However, the personal data of customers may need to be provided or disclosed to any person to whom Fubon Bank or any of its appointed Service Providers is under an obligation to make disclosure under the requirements of any binding law, or under and for the purposes of any guidelines issued by regulatory or other authorities (including but not limited to government departments, judiciary or tax authorities) with which Fubon Bank or any of its Service Providers are expected to comply.
6	I/We acknowledge that before I/we complete this application with my/our Personal Data and submit it to you, the following information has been specifically drawn to my/our attention:- (a) my/our Personal Data may be supplied by you to a credit reference agency ("CRA") and/or in the event of default to a debt collection agency or solicitors firm (together, "DCA"); (b) I/We have a right to be informed, upon request, about which terms of the data are

- routinely so disclosed and I/we have a right to be provided with further information to enable the making of a data access and correction request to the relevant CRA or DCA, as the case may be; (c) in the event of any default in repayment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred otherwise I/we shall be liable to have my/our credit card account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default; and (d) upon termination of the credit card account by full repayment of all outstanding and on the condition that there has not been, within 5 years immediately before the credit card account termination, any material default in the credit card account, I/we will have the right to instruct you to make a request to the CRA to delete from its database any account data relating to my/our terminated credit card account.
- I/We also acknowledge that if I/we am/are granted a credit card and if the credit card account is subsequently in default and unless the amount in default is fully repaid before the expiry of 60 days from the date of the default, then I/we shall be liable to have my/our account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of my/our discharge from bankruptcy as notified to the CRA, whichever is earlier.
  - I/We also acknowledge that upon termination of my/our credit card account by full repayment (excluding payment by refinancing of the debit balance on the credit card account by you) I/we have a right (on the condition that there has not been, within 5 years immediately before the credit card account termination, any material default on the said account) to instruct you to make a request to the CRA to delete from its database my/our account data relating to my/our terminated credit card account.
  - I/We acknowledge notification that you will access and consider my / our credit report from a CRA during the approval process of my / our credit card application.
  - I/We acknowledge that the credit card account is subject to annual review which may result in the credit limit being increased or decreased or my/our credit card account being terminated. I/We acknowledge notification that in order for you to conduct this annual review, which will continue during the subsistence of the credit card account, you will access and make use of a credit report from a CRA.
  - I/We acknowledge that if my/our application is successful, you will send me/us the credit card(s) and I/we agree to validate such credit card(s) immediately upon receipt in accordance with the instructions given by you. I/We accept all risks relating to validation of the credit card(s) and agree that upon validation, I/we shall be deemed to have received such credit card(s) and that it had been personally validated by me/us.
  - I/We further agree to be bound by the Terms and Conditions of the VISA/MasterCard Cardholder Agreement and confirm that I/we have read and understood the Summary of Major Terms and Conditions attached. Acceptance of this application and interest rate granted shall be your sole discretion without giving any reason.
  - I/We confirm if my application is successful I/we will continue to maintain my/our financial condition in order that I/we will be able to pay all my/our debts and liabilities as and when they fall due. I/We further confirm that as at the date hereof (and I/we shall continue to maintain this) I/we do not have any overdue payment exceeding 30 days and/or I am/we are not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit or financial accommodation I/we have from any other financial institution or third party.
  - I/We further confirm that I am/we are not (nor have I/we been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon me/us by a creditor nor am I/we in the process of petitioning for bankruptcy nor have I/we the intention to do so. If what I/we have just stated would be incorrect and false, I/we accept that it would involve on my/our part dishonesty and/or fraud.

I have read and understood, and agree to be bound by the relevant terms and conditions stated on this promotional material, application form and your Bank's Circular to Customers Relating to Personal Data and Consumer Credit Data<sup>#</sup>.

X

Signature of Principal Card Applicant \_\_\_\_\_ Date \_\_\_\_\_

My signature on this application form is the same as on my savings/current account(s) in relation to which ATM facilities are requested. I understand that the related savings/current account(s) must be a single name account in my own name or it can be operated by any one of the account holders if it is a joint/multiple name account.

<sup>#</sup>Should you wish to refer to our Bank's Circular to Customers Relating to Personal Data and Consumer Credit Data, please feel free to visit any of our branches or our website at [www.fubonbank.com.hk](http://www.fubonbank.com.hk), or call our 24-hour Customer Service Hotline 2566 8181.

Remarks : Fubon Bank (Hong Kong) Limited reserves the absolute right of the Tomorrow Visa Card application approval. Fubon Bank (Hong Kong) reserves the right to amend any privilege, any terms and conditions herein without prior notice. In case of any disputes, decisions of the Bank shall be final. If there is any inconsistency or conflict between the English and Chinese version, the English version shall prevail

For Bank Use Only		
MKT	100 (INT)	A / D
DV	AO	CL
PV	AO	DATE

## Octopus Automatic Add Value Agreement

1. This Agreement is effective from 3 November 2008.

### Introduction

2. This Automatic Add Value Agreement is a contract between you, the user of our Automatic Add Value Service (whether as an Octopus Holder or as an AAVS Account Holder), and us, Octopus Cards Limited, the issuer of the Octopus card or product ("product" means a consumer item incorporating our technology such as watch, phone cover, keyring etc.) which we will refer to as Octopus below, in respect of the use of our Automatic Add Value Service.

3. This Agreement explains our obligations to you and yours to us when applying for and using our Automatic Add Value Service.

### Definitions and General Provisions

4. There are a few terms we used in this Agreement that we should explain:

"AAVS Account" means the account to which your Automatic Add Value Service is linked, as defined or specified in the relevant Application Form or such other account as notified to us by the Financial Institution or by the AAVS Account Holder from time to time; "AAVS Account Holder" means the holder(s) of the AAVS Account; "Application Form" means an application for the Automatic Add Value Service whether this is (i) an Octopus Automatic Add Value Service Application Form, (ii) a Personalised Octopus Application Form or (iii) any other form containing an application for this service; "Automatic Add Value Service" means the service whereby we or our Service Providers, on our behalf, will automatically add a certain amount of value (as determined by us from time to time) to the Octopus if the value stored in the Octopus has reached a certain minimum level as determined by us from time to time; "Authorised Service Centre" is an entity that we have authorised to service an Octopus on our behalf; "Bank Issued Octopus" means a card or product with Octopus function issued by a bank or financial services company authorised by us and subject to the terms and conditions of the cardholder agreement of that issuing bank or financial services company; "Conditions of Issue" means the Conditions of Issue of Octopus published by us as amended from time to time; "Deposit" means the deposit paid as security for the Octopus as described in the Conditions of Issue; "Financial Institution" means the company that manages the AAVS Account, usually a bank or credit card company; "Octopus" has the meaning as defined in the Conditions of Issue; "Octopus Holder" means a user of an Octopus who may be an AAVS Account Holder or his/her family and friend(s) who have applied to link their Octopus to the AAVS Account; "Octopus Payment System" means the payment system maintained and operated by us; "Our Account" means any bank account specified by us to the Financial Institution from time to time; "Service Providers" means organisations participating in the Octopus Payment System whose goods and services may be paid for through the Octopus; and "value" means the electronic value recognised by the Octopus Payment System.

5. In the event that the AAVS Account Holder and the Octopus Holder are different persons, the AAVS Account Holder and the Octopus Holder shall be jointly and severally liable to us under this Agreement, including but without limitation, in respect of all value added to the Octopus by the Automatic Add Value Service, unless the Octopus Holder is a minor or otherwise does not have full legal capacity.

6. The Octopus Holder agrees to be bound by the Conditions of Issue. If there is any conflict between this Agreement and the Conditions of Issue, this Agreement shall prevail.

7. The Chinese translation of this Agreement is provided for reference only. In case of any discrepancy between the English version and the Chinese translation, the English version shall prevail.

### Automatic Add Value Service

8. We shall be entitled to charge a fee to the AAVS Account Holder and the Octopus Holder for application of the Automatic Add Value Services in respect of their Octopus. The fee will be determined and announced by us from time to time.

9. The Automatic Add Value Service is available to any Octopus Holder over a minimum age which we will announce from time to time. However, in exceptional cases, we reserve the right to reject any application for the Automatic Add Value Service without giving any reason.

10. The Octopus Holder must not transfer his/her Octopus to another person once the Automatic Add Value Service has been applied for and has not been cancelled in respect of that Octopus.

11. Under normal circumstances, we will make reasonable efforts to ensure that the Automatic Add Value Service is operating, but we cannot guarantee that this will always be the case as it depends on the Financial Institutions' and Service Providers' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.

12. We reserve the right to cancel or suspend your Automatic Add Value Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.

13. We shall be entitled at our sole discretion to limit the amount of value that may be added to the Octopus by the Automatic Add Value Service in any single day or during any period.

14. We shall take reasonable steps to ensure that our records of the transactions relating to the Octopus are true and accurate. Our records shall be conclusive evidence of the value added to the Octopus by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and the Octopus Holder to us except for any manifest error on our part.

### Direct Debit

15. For any value added to the Octopus by means of the Automatic Add Value Service, the same amount in Hong Kong dollars shall be due from the AAVS Account Holder and the Octopus Holder to us immediately.

16. We shall be entitled to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account the amount of money stated by us to be due from the AAVS Account Holder and the Octopus Holder to us at any time, and the AAVS Account Holder shall authorise the Financial Institution to comply with such instructions.

17. We shall not be liable for any fees or charges that the Financial Institution may impose on the AAVS Account Holder and the same shall be borne by the AAVS Account Holder.

18. The AAVS Account Holder and the Octopus Holder shall ensure that there are always sufficient funds in, or credit facilities available upon, the AAVS Account to enable the Financial Institution to comply with the instructions from us in respect of the AAVS Account.

19. We reserve the right to charge the AAVS Account Holder and the Octopus Holder a reasonable fee for providing the Automatic Add Value Service.

### Dishonoured Instructions

20. If the Financial Institution fails to comply with our instructions in relation to the AAVS Account because there are insufficient funds in, or credit facilities available upon, the AAVS Account, or for any other reason:-

(a) the AAVS Account Holder and the Octopus Holder shall on demand repay any amount due from the AAVS Account Holder and the Octopus Holder to us; and

(b) we shall be entitled to charge the AAVS Account Holder and the Octopus Holder a reasonable administration fee and to apply the remaining value in the Octopus, if any, in or towards payment of any amount of money due from the AAVS Account Holder and the Octopus Holder to us (including the administration fee).

21. If the value in the Octopus is insufficient to pay the amount of money due from the AAVS Account Holder and the Octopus Holder to us, we shall be entitled to immediately cancel the Octopus and the Automatic Add Value Service and forfeit the Deposit, if applicable, without notice to the AAVS Account Holder or the Octopus Holder.

### Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and the Octopus Holder (other than a holder of a Bank Issued Octopus who should refer to Clause 22A below) may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. If accepted, we will then instruct the AAVS Account Holder and the Octopus Holder to present their Octopus to any of the designated Authorised Service Centres for the disabling of the Automatic Add Value Service on the Octopus. The cancellation will be effective upon the Octopus being disabled at the designated Authorised Service Centre.

22A. If you hold a Bank Issued Octopus, subject to the terms of the cardholder agreement between you and the issuing bank or financial services company, you or the issuing bank or financial services company may request for cancellation of your Bank Issued Octopus. Once notified by the issuing bank or financial services company, we will cancel the Automatic Add Value Service on the Bank Issued Octopus.

23. The AAVS Account Holder and the Octopus Holder shall be liable for all amounts due to us through the use of the Automatic Add Value Service on or before the effective cancellation of such Automatic Add Value Service. We shall be entitled, before and/or after the effective cancellation of the Automatic Add Value Service of an Octopus, to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account any amount of money due to us as a result of the Automatic Add Value Service transactions carried out before the effective cancellation of such Automatic Add Value Service.

24. We reserve the right to charge the AAVS Account Holder and the Octopus Holder a reasonable administration fee for the cancellation of the Automatic Add Value Service.

### Indemnity

25. The AAVS Account Holder and the Octopus Holder agree to indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses which may be taken against us or which we may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any instructions given by us to the Financial Institution in respect of the AAVS Account unless the same were caused by any manifest error on our part.

### Risks and Liabilities

26. If, except for any manifest error on our part, the Financial Institution transfers from the AAVS Account to Our Account an amount greater than the actual amount due from the AAVS Account Holder and the Octopus Holder to us, we shall not be liable for any loss or damage arising therefrom. Subject to Clause 41 below, we shall only be liable to refund the excess amount to the AAVS Account Holder.

27. Subject to Clause 26 above, we shall not be liable for any act, conduct, omission or negligence of the Financial Institution or its employees or agents unless the same is done or omitted to be done in accordance with the specific instructions from us.

28. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the AAVS Account Holder and the Octopus Holder shall be liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.

29. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.

30. We shall be entitled to assign or otherwise transfer any debts due to us from the AAVS Account Holder and the Octopus Holder to any persons or companies ("Assignees"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.

### Lost Octopus

31. All users of the Automatic Add Value Service are provided with the lost Octopus service. If the Octopus Holder loses the Octopus or if the Octopus has been stolen, he/she shall notify us immediately except where your Octopus is a Bank Issued Octopus, you should contact the issuing bank or financial services company. We will then cancel and disable the Octopus after a specific period of time ("Notification Period") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the Octopus is effected, it cannot be reversed. This lost Octopus service will protect the AAVS Account Holder and the Octopus Holder from the loss of the remaining value and any value added through the Automatic Add Value Service on the Octopus after the expiry of the Notification Period.

32. If the Octopus is cancelled pursuant to Clause 31 above, we will refund to the Octopus Holder the Deposit, if applicable, and the remaining value, if any, on the Octopus as recorded in the Octopus Payment System at the end of the Notification Period. We may charge the Octopus Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost Octopus service. The fee will be deducted from the refund of the remaining value on the Octopus, if any, or payable by the Octopus Holder.

### Personal Data

Notice (this "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

33. It is necessary for each of the AAVS Account Holder and the Octopus Holder to provide his/her personal data to us from time to time in connection with obtaining or continuing to use the Automatic Add Value Service.

34. If the AAVS Account Holder and/or the Octopus Holder is unable or unwilling to provide such correct data, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.

35. Each of the AAVS Account Holder and the Octopus Holder agrees that his / her personal data provided to us relating to the application for and the use of the Automatic Add Value Service may be used for the following purposes: (a) processing the application for the Automatic Add Value Service; (b) collecting money due from the AAVS Account Holder and the Octopus Holder, whether from the AAVS Account or otherwise; (c) verifying any financial, credit and other information and records relating to the AAVS Account Holder and the Octopus Holder; (d) enforcing and exercising our rights under this Agreement; (e) the normal management, operation and maintenance of the Octopus Payment System, including audit; (f) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) for customers' use; (g) marketing of goods and/or services by us, our subsidiaries, our affiliates or any of our selected business partners. We, our subsidiaries, our affiliates or any of our selected business partners may need to carry out matching procedure (as defined in the Ordinance) to enable us to better understand characteristics of the AAVS Account Holder and/or the Octopus Holder, and to provide other services better tailored to their needs (such as offering special birthday promotions to them), to assist us in selecting goods and services that are likely to be of interest to the AAVS Account Holder and/or the Octopus Holder and to establish whether they already have a relationship with our selected business partners; (h) communication by us to the AAVS Account Holder and/or the Octopus Holder; (i) investigation of complaints, suspected suspicious transactions and research for service improvement; (j) prevention or detection of crime; (k) disclosure as required by law; (l) as a source of information and data for transport and other services in general; and (m) other related purposes.

36. Data held by us relating to the AAVS Account Holder/Octopus Holder is kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purposes set out in Clause 35 above, we may transfer or disclose such information to the following parties (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")): (a) any relevant Service Providers under a duty of confidentiality to us; (b) any agent, contractor or third party service provider (under a duty of confidentiality to us) who provides administrative, telecommunications, computer, payment, data processing or other services in connection with the operation of our business (such as debt collection agencies or credit reference agencies);

(c) any other person under a duty of confidentiality to us including our subsidiaries, affiliates or business partners; and (d) any person to whom we, our subsidiaries, affiliates or business partners in (c) above, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.

37. Each of the AAVS Account Holder and the Octopus Holder has the right to: check whether we hold data about the AAVS Account Holder/Octopus Holder and to have access to that data; require us to correct any data relating to the AAVS Account Holder/Octopus Holder which is inaccurate; ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and

request us not to use the personal data of the AAVS Account Holder/Octopus Holder for direct marketing purposes, which we will cease to do at no cost to the AAVS Account Holder/Octopus Holder.

38. We reserve the right to charge the AAVS Account Holder/Octopus Holder a reasonable fee for processing any request for access to his/her personal data.

39. Any request for access to data or correction of data or for information regarding our policies and practices and kinds of data held by us should be made in writing addressed to:

The Data Protection Officer, Octopus Cards Limited, PO Box 38170, Hing Fat Street Post Office, Hong Kong.

If you do not want to receive marketing materials from us in the future, you may write to us at the above address or call Octopus Customer Hotline on 2266 2222.

40. Nothing in this Notice shall limit the rights of the AAVS Account Holder/Octopus Holder under the Ordinance.

### Deductions by Mistake

41. Each of the AAVS Account Holder and the Octopus Holder must ensure that the AAVS Account Holder shall: (a) keep himself/herself promptly informed of all transactions relating to the AAVS Account, which will involve examining each statement issued by the Financial Institution in respect of the AAVS Account or, if the Financial Institution does not issue statements in respect of the AAVS Account, updating and examining the passbook for the AAVS Account regularly, unless he/she has some other effective means of monitoring transactions on such account; and (b) notify us within 12 months of the day of any debit from the AAVS Account to Our Account if he/she claims that we were not entitled to debit the relevant amount from the AAVS Account. After such period, neither the AAVS Account Holder nor the Octopus Holder shall make any claim that we were not entitled to debit the relevant amount from the AAVS Account unless: (i) we failed to exercise reasonable skill and care in respect of any such debit; or (ii) any such debit arose from any manifest error on our part.

### Termination

42. This Agreement shall terminate when the Automatic Add Value Service is cancelled in accordance with Clauses 12, 21, 22 or 22A above, but such termination shall not affect the rights and obligations of the parties accrued prior to the termination.

### Changes to this Agreement

43. We may amend this Agreement from time to time. We shall notify the AAVS Account Holder and the Octopus Holder by giving them written notice of the change(s) or, as we shall at our absolute discretion determine, by publishing a notice of the change(s) in one Chinese and one English language newspaper, at least 30 days before such amendment is to take effect. We shall provide the AAVS Account Holder and the Octopus Holder with a copy of the latest version of this Agreement upon request. The latest version of this Agreement will also be available on our website. If the Octopus Holder uses the Octopus after any amendment to this Agreement shall have taken effect, that amendment shall be deemed to have been accepted by the AAVS Account Holder and the Octopus Holder.

### Governing Law

44. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong.

**Octopus General Hotline: 2266 2222 Octopus Cards Limited**

**富邦銀行**  
**《VISA / 萬事達卡信用卡持有人合約條款及細則》之撮要**

以下為《信用卡持有人合約條款及細則》之撮要。閣下同意遵守有關條款之全文。如閣下欲索取有關條款之全文，請致電本行24小時客戶服務熱線 2566 8181。

- 閣下接獲信用卡後，須立即在信用卡上簽署及確認使其生效以表示閣下接納該信用卡及其有關合約。在此確認及接納手續完成前，閣下須就使用信用卡而引致所有之要求、索償及責任給予本行全面的賠償。
- 閣下須將私人密碼保密，又不可以允許其他人士使用閣下之信用卡或私人密碼。閣下須就未能遵守上述責任而產生之一切後果負責。
- 閣下須如期繳付信用卡月結單上的現存結欠，否則閣下須繳付財務費用、逾期付款費用及／或其他適用之費用。
- 現行之服務收費會列明於《確認函》及／或《服務收費表》及／或本行隨信用卡一同寄奉之函件上，閣下可向本行任何分行或致電24小時客戶服務熱線索取服務收費表。本行可隨時根據合約之第十五條款更改及增減其內容及金額。
- 如閣下未能如期清付欠款，本行可以委派追收債務服務公司或律師向閣下追討欠款，而閣下須就本行在合理情況下承擔之一切合理費用及支出作出賠償（包括法律及收賬費用）。
- 若閣下遺失閣下之信用卡後立即向當地警局及本銀行報告，又閣下並沒有在上述事件中有不誠實或嚴重不小心之行爲，則閣下所須要負責之最高金額為港幣伍佰元，否則閣下須就任何未經授權使用閣下之信用卡而引致之一切損失作出全面賠償。
- 閣下若發現信用卡賬戶月結單上有錯誤或遺漏，須在該月結單日期起六十日內致電本行24小時客戶服務熱線25668181通知本行，並隨即以書面通知本行並附上證據及錯漏之詳情。如本行沒有在上述六十日內收到閣下之通知，即會視該月結單及其所列之賬項具總結性及約束力。
- 若閣下為信用卡之主卡持有人，則須負責同時繳付因附屬卡持有人使用附屬卡而產生之賬項。附屬卡持有人則不須負責繳付閣下或其他附屬卡持有人使用信用卡而產生之賬項。
- 如閣下為主卡持有人，本行可以從閣下在本行持有的任何戶口中轉賬以清還閣下或附屬卡持有人在信用卡戶口中之欠款。
- 若閣下之信用卡被取消，則不論其取消之理由為何，本行均有權要求閣下立即清還閣下在信用卡戶口中之欠款。
- 若交易涉及由港元以外的其他貨幣折換為港元，閣下將需繳付外幣兌換費用。
- 若閣下不接納信用卡戶口條款之修改，均可以取消閣下之信用卡及立即將其退回本行。在此情況下，本行定會在收到閣下之書面要求後按比例退回未用完之年費。但此退款情況只適用於剩餘年費之金額超過港幣五十元者。  
(上述撮要之中文譯本如與英文有異，概以英文原文為準。)

**Summary of Major Terms & Conditions of  
Fubon Bank VISA/MasterCard Cardholder Agreement**

The following summarizes the major terms and conditions of the Credit Card Cardholder Agreement and you hereby agree to be bound by the whole agreement. If you would like to obtain a copy of the whole agreement, you can call the Bank's 24-hour Customer Service Hotline at 2566 8181.

- You must signify your acceptance by signing and validating the card upon receipt. You shall be responsible for all liabilities and indemnify the Bank for all claims, demands, or liabilities whatsoever arising from any use of the card prior to acceptance and validation.
- You must keep your Personal Identification Number (PIN) strictly confidential and should not allow anyone to use the card and the PIN. You shall be responsible for all liabilities arising as a result of your failure to comply.
- You must pay the total outstanding balance on or before the payment due date, failing which a finance charge, late charge and/or other charges where applicable will be imposed.
- Current fees and charges for services are set out in the Confirmation Letter and/or the List of Service Charges and/or the card mailer that the Bank sends to the cardholder together with the card. The List of Service Charges is obtainable at any of the Bank's branches or calling the Bank's 24-hour Customer Service Hotline. Fees and charges for services are subject to change from time to time in accordance with Clause 15 in the Cardholder Agreement.
- If you continue to fail to pay any amount to the Bank when due, the Bank may appoint debt collection agents or lawyers for the collection of any money due from you. You will then be liable for all reasonable costs and expenses (including legal and collection fees).
- In case of any card loss and provided you have not acted fraudulently or with gross negligence, have reported to the local police and have duly informed the Bank of the card loss, your maximum liability for any unauthorized use prior to the card loss will not exceed HK\$500, otherwise you will be liable for all losses arising as a result of any unauthorized use of your lost card.
- If you find any error in the monthly statement, you should report to the Bank through 24-hour Customer Service Hotline at 2566 8181 within 60 days of the statement date and then promptly confirm to the Bank in writing, describing the error and provide any documentary evidence. If the Bank fails to receive any objection from you within the said 60 days, the Bank will treat that statement as final and conclusive.
- If you are a principal cardholder, you are also liable for the debts incurred by your supplementary cardholder(s). A supplementary cardholder is not liable for the debts due by you or any other supplementary cardholder(s).
- If you are a principal cardholder, the Bank may set off against any credit balance in your other accounts maintained with the Bank towards discharge of any amounts due and owing by you or any supplementary cardholder(s) under the credit card account.
- If the credit card is terminated under any circumstances, the Bank reserves the right to demand that you make immediate repayment of all outstanding due and owing under the credit card account.
- For transactions involving the conversion of foreign currency to Hong Kong dollars, a foreign exchange conversion charge may be imposed.
- If you refuse to accept any amendment to the terms and conditions, you may terminate the card services and return the card to the Bank immediately. The Bank will refund any unused annual fee on a pro-rata basis to you upon written request if it exceeds HK\$50.

(If there is any inconsistency or conflict between the English version and Chinese version, the English version shall prevail.)

FUBON BANK (HONG KONG) LIMITED and/or  
FUBON CREDIT (HONG KONG) LIMITED (each, the "BANK")  
CIRCULAR TO CUSTOMERS RELATING TO PERSONAL DATA AND CONSUMER CREDIT DATA

A. Introduction

The Personal Data (Privacy) Ordinance ("Ordinance") is to protect an individual's right to privacy. Any information collected and recorded, whether in writing, on disk, on film or on computer, in relation to an individual by the Bank will be subject to the provisions and data protection principles in the Ordinance and the Code of Practice on Consumer Credit Data ("Code") (which is issued by the Privacy Commissioner for Personal Data under the Ordinance). This Circular applies to an individual who is a customer of the Bank and includes a borrower, guarantor, third party security provider, depositor or otherwise. The information collected falls within the definition of "personal data" in the Ordinance or "consumer credit data" in the Code. The Ordinance aims to control the collection, holding, processing and use of personal data and the Code provides guidance in the handling of consumer credit data and its sharing and use. Personal data or consumer credit data in this Circular shall be referred to as "data".

B. Personal Data

- (1) From time to time, it is necessary for customers to supply the Bank with data in connection with a banking relationship including but not necessarily confined to the opening or continuation of accounts and the establishment or continuation of banking facilities, credit facilities or provision of securities and financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities, credit facilities, credit card facilities or provide securities and financial services.
- (3) 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, deposit money, use phone banking services, effect a banking transaction or effect a financial transaction at an automated teller machine.
- (4) The purpose for which data relating to a customer may be used are as follows:-
  - (i) the daily operation of the securities, banking and financial services and credit facilities provided to customers;
  - (ii) conducting credit checks or performing credit assessments 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 or banks to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of customers;
  - (vi) designing banking and financial services or related products for customers' use;
  - (vii) marketing banking and financial services or related products:
    - (a) of the Bank; and/or
    - (b) of selected companies the services or products of which the Bank believes will be of interest to customers, by the Bank and/or by such selected companies;
  - (viii) determining the amount of indebtedness owed to or by customers;
  - (ix) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or other distribution outlets;
  - (xi) 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;
  - (xii) conducting matching procedures; and
  - (xiii) all other incidental and associated purposes relating thereto.
- (5) Data held by the Bank relating to a customer will not affect the Bank's duty of confidentiality towards the data and will continue to be kept confidential and safeguard diligently in accordance with the Bank's internal policy as well as guidelines issued by the Government of the Hong Kong Special Administrative Region ("Hong Kong") but the Bank may provide such data to the following parties (whether in Hong Kong or elsewhere) for the purposes set out in paragraph B(4):-
  - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, technology outsourcing or other services to the Bank in connection with the operation of its business;
  - (ii) any other branch or outlet of the Bank including any subsidiaries of the Bank;
  - (iii) any other person under a duty of confidentiality to the Bank including a group company of the Bank (which shall include any subsidiary or affiliate company of the Bank's major shareholder whose principal places of business or registered offices are in Taiwan) which has undertaken to keep such information confidential;
  - (iv) any financial institution, or bank with which the customer has or proposes to have dealings;
  - (v) 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;
  - (vi) any credit reference agency ("CRA") and in the event of default any debt collection agency or solicitor firm (together, "DCA");
  - (vii) any court, supervisory authority, government department or other competent authority (including but not limited to tax authorities) under any law binding on the Bank, any of its branches or any agent, contractor or third party service provider (whether in Hong Kong or elsewhere) mentioned in clause B(5)(i) above;
  - (viii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; and
  - (ix) selected companies referred to in paragraph B(4)(vii) for the purpose of informing customers of banking and financial services or related products which the Bank believes will be of interest to customers.

C. Consumer Credit Data

The Hong Kong Monetary Authority ("HKMA") has issued a guideline on the sharing and use of consumer credit data through the credit reference services of the CRA. The HKMA expects that all authorised institutions, which include the Bank, involved in the provision of consumer credit to participate as fully as possible in the sharing and use of consumer credit data through the CRA within the framework of the Code. The Code provides for certain notifications which are required to be given to a customer.

- (1) Under the Code, the Bank will provide consumer credit data of a customer to a CRA or in the event of default, to a DCA. The Code provides that on or before the Bank collects the data of a customer applying for consumer credit (or providing a guarantee or security in connection with consumer credit), the following information is required to be drawn to the attention of the customer:-
  - (i) the data may be so supplied to a CRA and/or, in the event of default to a DCA;
  - (ii) the customer has the right to be informed, upon request, about which items of data are routinely so disclosed, and the customer's right to be provided with further information to enable the making of a data access and correction request to the relevant CRA or DCA, as the case may be;
  - (iii) in the event of any default in repayment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, otherwise the customer shall be liable to have his account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default; and, where applicable,
  - (iv) (where the consumer credit applied for does not involve a residential mortgage loan) the customer, upon termination of the account by full repayment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, will have the right to instruct the Bank to make a request to the CRA to delete from its database any account data relating to the terminated account.
- (2) Where the Bank has provided consumer credit to the customer and the account is subsequently in default and unless the amount in default is fully repaid before the expiry of 60 days from the date of the default, otherwise the customer shall be liable to have account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the customer's discharge from bankruptcy as notified to the CRA, whichever is earlier.
- (3) Upon the termination of the account by full repayment (excluding payment by refinancing of the debit balance on the account by the credit provider), the customer has a right (on condition that there has not been, within 5 years immediately before account termination, any material default on the account) to instruct the Bank to make a request to the CRA to delete from its database any account data relating to the terminated account.
- (4) When the Bank considers an application for consumer credit from a customer, the Bank may access and consider a credit report on the customer from a CRA in its credit decision process. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the CRA.
- (5) Where the Bank has provided consumer credit which is subject to review from time to time in relation to an increase in the credit amount, the curtailing of credit (including the cancellation of credit or a decrease in the credit amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the account, the Bank will access and make use of a credit report from a CRA.

D. General

- (1) Under and in accordance with the terms of the Ordinance and the Code, any customer:
  - (i) has the right to check whether the Bank holds data about him and the right of access to such data;
  - (ii) has the right to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) has the right to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data and consumer credit data held by the Bank; and
  - (iv) in relation to consumer credit, upon request to be informed which items of data are routinely disclosed to CRAs or DCAs, and be provided with further information to enable the making of an access and correction request to the relevant CRA or DCA.
- (2) 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.
- (3) 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 to the following:-

The Data Protection Officer  
Fubon Bank (Hong Kong) Limited  
38 Des Voeux Road Central, Hong Kong
- (4) Nothing in this Circular shall limit the rights of customers under the Ordinance.
- (5) This Circular shall upon a customer's receipt, be deemed an integral part of all contracts, agreements, credit/banking facility letters, account mandates, and other binding arrangements which the customer has entered into or intends to enter into with the Bank.
- (6) The Bank may, in its absolute and sole discretion, amend, modify or vary this Circular by giving the Customer written notice. Such amendment, modification or variation shall take effect thirty (30) days (or a shorter period if such change is necessary or required due to events, circumstances or reasons beyond the Bank's reasonable control) from the date of such notice.