Fubon Tax Loan Application Form

Fubon Bank 富邦銀行

LOAN DISBURSEMENT AND LOAN REPAYMENT INFORMATION						
I hereby authorize Fubon Bank (Hong Kong) Limited ("the Bank") to disburse the loan amount to my following bank account. I understand my monthly installment will be debited from my following bank account via autopay.						
Name of Bank						
Name of Account Holder	Bank No.	Branch No.	Account No.			
Note: The above ban applicant's name. Joi						
the Bank will a	pprove <u>a</u>	perpetua	l annual fe	rstand and agree that <u>e waived</u> MasterCard he related Terms and		
Note: Annual income requirement for MasterCard Platinum is HK\$250,000. If the application requirement for MasterCard Platinum cannot be fulfilled, the application will be processed as a Titanium MasterCard (annual income requirement is HK\$80,000) or Classic MasterCard (annual income requirement is HK\$60,000) application. You will get 30,000 Bonus Points Reward if Classic MasterCard is granted. Credit card will only be issued to a non- existing Fubon Credit Card customer. The Bank reserves the right to approve credit card, its card type and credit limit. For Credit Card Bonus Point Reward offer, please refer to the related terms and conditions for details.						
	YOUR P	ERSONA		.S		
☐ Mr. Engli ☐ Miss Name in Chinese	ish Name					
Date of Birth D / M / Y HK Permanent ID Card / Passport No. (Please enclose copy)						
Nationality Citizenship (Optional)						
Taiwan ID Card No. (Only applicable to applicants who are holders of Taiwan ID card, please enclose copy)						
Present Home Address (in BLOCK LETTERS) Flat / Room Floor Block						
Building						
Street / Road / Estate						
District						
	ר <u>א ח</u> א	ears in P	resent Addr	ess		

If the permanent address	is different from the present home addres	s,		
please enclose permanent address proof.				
Home Phone No.	Mobile No.			

E-mail Addre	ss (Optional)		
Education	University or above	Secondary	
Level	□ Post-secondary	□ Others	

Marital Status ☐ Single ☐ Ma ☐ Divorced ☐ O	arried No. of Family Dependents
Resident Type	
□Self-owned	Company Quarters
Mortgaged Monthly Instalment HK\$	Rented Monthly Rental HK\$
Live with Parents / Relatives	
VOUR	OCCUPTATION
Self-Employed Yes	
Name of Employer (in BLOCK L	ETTERS)
Office Address (in BLOCK LETT	ERS)
Flat / Room Floor	Block
Building	
Street / Road	
District	
	🗆 HK 🛛 KLN 🗆 NT
Nature of Business	Phone & Ext.
Years in Current Employment	Years in Current Profession
Position	Annual Income HK\$
SDOUSE	
If you choose to apply Fubon Ta to enjoy lower interest rate, p Permanent ID Card number.	ax Loan with your spouse simultaneous please fill in spouse's name and H
Name of spouse	
HK Permanent ID Card No	
(To enjoy lower interest rate, marrie drawdown the loan simultaneously.)	ed couples must submit application form ar
OTHER	INFORMATION
	Card (if applicable) can be sent to my
Note: If not specified, we will 2) Have you been refused by and relationship before?	□ Home □ Office send them to your residential address. other bank to establish a banking □ Yes □ No
 Your source of wealth is / are of 	
 4) Your net assets value (such as etc.)amount to HK\$ 	s net property value, securities, cash,
Optional ATM Screen Instruction in	Chinese English
Are you a relative, spouse, pare	ECTOR/EMPLOYEE OF THE BANK ent or sibling of a staff member, directo on-in-charge of Fubon Bank (Hong Kong iries?
Yes. Name of the relevant sta shareholder* or person-in-char	ff member, director, or substantial rge:
My relationship with the aforen	nentioned person:
	fy the Bank in writing as soon as possib ank and/or any of its subsidiaries.

*"Substantial shareholder" means a shareholder holding 5% or more of the issued share capital of a company.



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Fubon Tax Loan Application Form

DOCUMENTS REQUIRED

			DOCUMENTS REQUIRE	U			
	1 0	2 II / I	ake sure you have enclos	sed <u>copies</u> of the following docu	ments. Documents supplied		
· · · ·	(including this application form) are not returnable. 1. HK Permanent ID Card (please provide copy of your valid passport or travel documents if you are not holding a HK Permanent ID card)						
		able to applicants who are			a fik reinanent id caluj		
3. 2011/12 Tax I	Demand Note (First and Second page)					
4. Income proof			(1.)				
	tement / passb month's payrol	-	th's salary (with your nar	ne and account number shown); <u>OR</u>		
		• *	via mail within latest 3 m	onths, e.g. bank statement, ut	ility bill or mobile bill (This		
document ca	in be waived if	your residential address	has already shown on	your Tax Demand Note which	is received via mail within		
latest 3 mont	,	a hand statement (Conta					
				our name and account number s able), e.g. bank statement, utili			
	•	•			•		
to request for add			nue copies of the latest 5 f	nonth's personal bank statement	. The bank reserves the light		
		·	IRMATION AND DECLAR	ATION			
1. I warrant and dec	lare that the infor			given above are true and correct and at been the holder of any credit car	the bank is authorized to confirm		
or the recinient	of any horrowing	os credit or financial accomr	nodation which has been ca	ncelled or suspended by the credit	card issuer or lender (as the		
case may be) du	e to my default i	n payment or breach of any a	pplicable terms and conditi	ons. tion and my failure to do so may resu			
processed and the	e Bank may not be	e able to approve my application	on for loan/facility.				
I agree and accep	t that if any inform f the Theft Ordina	mation given by me is false the	en my act will constitute an of	fence under Section 71 of the Crimes	s Ordinance and/or under Section		
I understand the i	nformation I prov	vide herein constitutes personal	l data as defined in the Person	al Data (Privacy) Ordinance and I co	nsent to the Bank using, holding,		
Individuals relation	ng to the Personal	l Data (Privacy) Ordinance (the	e "Ordinance") and Consumer	poses in accordance with the Bank's r Credit Data and deemed as necessar	ry for the processing of this		
5. I understand that	eferred to in the T I have the right to	erms and Conditions applicable request access to or correction	e. n of my personal data and tha	t the Bank has a right to charge me a	reasonable fee for processing of		
any data access re	equest.	•	• •	e Bank, the following information ha			
attention:-							
(a) my persona (together, "]		plied by the Bank to a credit re	eference agency ("CRA") and	or in the event of default to a debt co	ollection agency or solicitors firm		
(b) Ì have a right to enable th	ht to be informed,	, upon request, about which ter a access and correction reques	ms of the data are routinely so	b disclosed and I have a right to be pr	rovided with further information		
(c) in the event	of any default in	repayment, unless the amount	in default is fully repaid or w	ritten off (other than due to a bankru	ptcy order) before the expiry of		
60 days from	m the date such de lement of the amo	efault occurred, I shall be liably	e to have my account repayme	ent data retained by the CRA until the	e expiry of 5 years from the date		
(d) in the event	of any amount in	any account is written off due	to bankruptcy order being m	ade against me, I shall be liable to ha t of payment lasting in excess of 60	ve my account repayment data		
until the exp	piry of 5 years fro	om the date of final settlement	of the amount in default or the	e expiry of 5 years from the date of d	ischarge from a bankruptcy as		
(e) upon termin	me with evidence	facility account by full repaym	ier; and ient of all outstandings and or	n the condition that there has not been unt, I will have the right to instruct th	n, within 5 years immediately		
before the le	oan/facility accou	int termination, any material de	efault in the loan/facility according to the second s	unt, I will have the right to instruct the account, as long as the instruction is	e Bank to make a request to the		
termination		, c			<i>.</i>		
decision process.		2 11		cess and consider a credit report on r			
 I acknowledge th (including the car 	at my loan/facility reellation of loan	y account is subject to review f facility or a decrease in the loa	from time to time in relation to an/facility amount) or the putt	o an increase in the loan/facility amoing in place or implementation of a s	unt, the curtailing of loan/facility cheme of arrangement (including		
amendment of mi	nimum navment	or other rengyment terms) the	h in order for the Rank to con	duct such reviews during the subsiste	ence of the account the Bank will		
9. I further agree to	be bound by the	Ferms and Conditions applicat	ble and confirm that I have rea	d and understood the Summary of M	lajor Terms and Conditions		
attached. Accepta 10. I confirm and u	ince of this applic	cation, loan amount and the inter- ny application is successfully	erest rate granted shall be at the state of	Id and understood the Summary of M ne sole discretion of the Bank withou ill continue to maintain my financia	al condition in order that I will		
be able to pay al	l of my debts and have any overdu	d liabilities as and when they the payment exceeding 30 days	fâll due. I further confirm t and/or I did not in breach	hat as at the date hereof (and I sha of any applicable terms and condit ancial institution or third party.	Il continue to maintain in the		
borrowings, cree	lit or financial a	ccommodation which I have	obtained from any other fin	ancial institution or third party.			
11. I further confirm upon me by a cr	n that I am not (edit or nor am I	or have never been) subject t in the process of petitioning f	o a bankruptcy order or a s for bankruptcy nor do I hav	tatutory demand (pursuant to the l te the intention to do so. I acknowle	edge that if I do subsequently		
file a petition for fraud on my par	r bankruptcy, th	en what I have declared abov	ve would be incorrect and fa	lse and I accept that such would co	onstitute dishonesty and/or		
12. I declare that I a	m the beneficial	owner of my loan / facility a	ccount and any transactions	s conducted by me through the according the second se	ount. I declare and undertake		
owner(s) to the l	rson will have an Bank	ly interest of whatsoever hat	ure in the account opened by	y me; otherwise I shall provide the	information of the beneficial		
I have read and un	derstood, and a	gree to be bound by the pro	motion materials, this appli	cation form and the relevant term	s and conditions stated herein		
and your Bank's "N	lotice to Custon	ners and Other Individuals r	elating to the Personal Da	ta (Privacy) Ordinance and Cons but not limited to address, phone	umer Credit Data"". I agree to		
noully the ballk initi		ng of any change to my per	sonal mornation including	but not limited to address, priorie	number(s), and occupation.		
X							
Signature of Loan			0	Date			
(Your signature mu	st be the same	as your repayment bank acc	count) to Customers and Other Indivi	duals relating to the Personal Data (I	Privacy) Ordinance and Consumer		
Credit Data, please fe	el free to visit any	of our branches or our website	at www.fubonbank.com.hk, or	call our 24-hour Customer Service Ho	otline at 2566 8181.		
• • • •		-		tion letter and / or credit card (if a	pplicable) to you. If there is any		
		English version and Chinese	version, the English version				
FOR BANK USE ONLY	MKT	DV		A / D	AO		
	226 STAFF	PV	сс	A / D	AO		
		11 V					



Fubon Tax Loan Application Form

Fubon Bank (Hong Kong) Limited

Summary of Major Terms and Conditions of Fixed Term Personal Loan

The following summarizes the major terms and conditions of the Fixed Term Personal Loan ("Terms and Conditions") and you hereby agree to be bound by the whole agreement.

- 1. The Bank is hereby irrevocably authorized to debit your designated repayment bank account with each monthly instalment and other payable sums through autopay services commencing on such due date as specified in the Bank's Confirmation Letter.
- 2. Should there be insufficient funds in the designated repayment bank account to meet any debit transfer arrangement, the Bank shall be entitled, at its discretion, not to effect such transfer in which event the Bank may levy an rejected autopay transaction charge or other related service charges (Rejected autopay transaction charge is HK\$100 per transaction).
- 3. Interest, fees and charges on the Loan are set out in the Bank's Confirmation Letter and the Bank's List of Service Charges (as the case may be) (Interest is calculated on a 360-day year basis) and the monthly instalment to settle the principal and interest amount of the Loan is subject to reducing balance method at the Bank's sole discretion.
- 4. In the event of your failure to settle the monthly instalment and other payable sums on the due date, a finance charge, late charge and overdue fee as stipulated in the Confirmation Letter and the Bank's Personal Loan List of Service Charges (as the case may be) will be imposed. Late charge is 2.5% per month (30-day per month basis) on overdue monthly instalment amount, and is calculated on a daily basis from the date of default to date of fully repayment of overdue monthly instalment.
- 5. Early repayment of the Loan in full (not part) is permissible upon a ten (10) business days' prior written notice thereof having been received by the Bank. You shall also pay all the outstanding under the Loan and interest (according to reducing balance method at the Bank's sole discretion) for the period up to the next due date or before, and in addition, you have to pay an early repayment charge as specified in the Bank's Confirmation Letter (Early repayment charge is HK\$1,000). Any early repayment, subject to the foregoing, shall only be effected on the next monthly due date or before after prior written notification is given by you to the Bank.
- 6. The Bank may terminate the Loan by giving you prior reasonable notice. However, if you are in breach of these Terms and Conditions of Fixed Term Personal Loan or any applicable law or regulation, the Bank may immediately terminate the Loan without notice. Upon termination, all outstanding (including interest and charges) shall be immediately due and payable.
- 7. The Bank may, without prior notice, combine or consolidate any outstanding principal and/or interest on the Loan with any other accounts (including fixed deposit accounts) whatsoever, which you maintain with the Bank and may set-off or transfer any money standing to the credit of your such other accounts in or towards satisfaction of your liability to the Bank in respect of the Loan.
- 8. If you fail to pay any sum due or payable hereunder, the Bank may appoint debt collection agencies and solicitors firms to collect the same. The Bank is entitled to pass all information available in relation to you to these debt collection agencies and solicitors firms and you shall be responsible for all related cost and expenses (including reasonable legal fees) received therefrom.
- 9. The Bank reserves the absolute right to add to, delete from and/or vary any of these Terms and Conditions of Fixed Term Personal Loan, Confirmation Letter, the Bank's List of Service Charges (as the case may be) and applicable fees and charges at any time upon giving you one month's notice save for exceptional circumstances.
- 10. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

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 ("Cardholder Agreement") and you hereby agree to be bound by the whole agreement.

- 1. 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.
- 2. 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.
- 3. You must not effect transaction(s) with an aggregate amount exceeding the Credit Limit of your card.
- 4. A late charge at the rate as stipulated in the Confirmation Letter and/or in the List of Service Charges (as the case may be) shall be imposed and debited to the card account if the Minimum Payment is not paid on or before the Payment Due Date. You must pay the current balance on the card monthly statement on or before the payment due date, failing which a finance charge, late charge and/or other charges where applicable will be imposed.
- 5. The Bank may (for whatsoever reason and without the need to advise the principal cardholder of any such reason) at any time and without prior notice set off or transfer any monies standing to the credit in different accounts of the principal cardholder which shall include any other account of whatsoever nature (including any other credit card, current, savings or deposit) held with the Bank in and towards the discharge of all sums and money outstanding and due by the principal cardholder or any supplementary cardholder under the card account.
- 6. 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.
- 7. 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).
- 8. 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.
- 9. 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.
- 10. 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).
- 11. 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.
- 12. For transactions involving the conversion of foreign currency to Hong Kong dollars, a foreign exchange conversion surcharge may be imposed.
- 13. The Bank reserves the right at all time to amend or vary the Cardholder Agreement and/or introduce additional terms and conditions to the Agreement. The Bank may give notice of any amendment in a Monthly Card Statement or by display at its branches, advertisement or otherwise, stipulating a date on which such amendment shall take effect.
- 14. 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 you would like to obtain a copy of the above whole agreements, please call the Bank's 24-hour Customer Service Hotline at 2566 8181. If there is any inconsistency or conflict between the English version and Chinese version, the English version shall prevail.

Please complete and return this application form with the required documents to us by fax to 2571 0074 or by mail to Fubon Bank, 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.)



Fubon Tax Loan Application Form

Summary of Major Service Charges of Fubon Credit Card

Interest Rates and Interest	Charges
Annualized Percentage Rate (APR) for Retail Transaction	33.22% when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, finance charge will be charged and accrued on a daily basis of 365 days per year at the rate applicable in accordance with List of Service Charges and on the outstanding Current Balance in the Card Account from the date after previous Monthly Card Statement date to the current Monthly Card Statement date and on the outstanding balance of all new Transactions posted after the previous Monthly Card Statement date until repayment is made in full.
APR for Cash Advance	36.08% when you open your account and it will be reviewed from time to time. Finance charge will be charged and accrued on a daily basis of 365 days per year at the rate applicable in accordance with List of Service Charges and on each cash advance from the date of advance until repayment is made in full.
Delinquent APR	 43.36% for retail transaction ; 47.36 % for Cash Advance It may be applied to your account if the Bank's record on the Account shows that Cardholder has failed to pay the Minimum Payment due twice or on more occasions on or before each Payment Due Date within a period of consecutive 12 months immediately before the current Monthly Card Statement date. Finance charge will be shown on the next Monthly Card Statement with the effective date stated therein.
Interest Free Period	Up to 56 days No interest-free period in the event the Cardholder pays less than the Current Balance by the Payment Due Date.
Minimum payment	 Minimum HK\$50 or the aggregate amount of all the following items (whichever amount is higher): (a) all interest and fees and charges (including the current Finance Charge); plus (b) 1% of the remaining outstanding balance of transactions; plus (c) any amount exceeding the available Credit Limit and the minimum amount from the previous month which remains unpaid
Fees	
Annual Fee / Renewal Fee	VISA Card / MasterCard :
	Principal Card : HK\$250 per annum
	Supplementary Card : HK\$125 per annum
	VISA Gold Card / MasterCard Gold Card / Titanium MasterCard
	Principal Card : HK\$550 per annum
	Supplementary Card : HK\$275 per annum
	VISA Platinum Card / MasterCard Platinum Card
	Principal Card : HK\$1,700 per annum
	 Supplementary Card : HK\$850 per annum
Cash Advance Fee	3% of transaction amount or HK\$55 (whichever is higher) PLUS Administration Fee HK\$20 per transaction; Additional handling fee of HK\$25 per transaction if the cash advance is made through JETCO ATM Network in China or Macau; or VISA/PLUS or MasterCard/Cirrus Network
Surcharge on Overseas Transactions in Hong Kong Dollars (applicable to	0.8% mark-up on the transaction amount will be charged by MasterCard to the Bank for Surcharge on Overseas Transactions in Hong Kong Dollars
MasterCard only) Foreign Exchange	1.85% mark-up on the prevailing conversion rate of Visa Worldwide Pte. Ltd. / MasterCard Asia/Pacific Pte. Ltd. (inclusive of a currency conversion fee charged by VISA to the Bank at the rate of 1% / by MasterCard to the Bank on foreign currency transactions at the rate of 0.2% and/or on overseas transactions at the rate of 0.8%)
Conversion Surcharge	
Late Payment Fee	5% of Minimum Payment Due or HK\$150 (whichever is higher, capped at HK\$300)
Overlimit Handling Charge	HK\$150 per month
Rejected Autopay Transaction Charge / Bounced Cheque Charge	HK\$150 per transaction / HK\$150 per bounced cheque

For details of the above, please visit www.fubonbank.com.hk or call our 24-hour Customer Service Hotline at 2566-8181.

的富邦銀行

富邦銀行(香港)有限公司及/或富邦財務(香港)有限公司(個別地,「富邦機構」) 致各客戶及其他個別人士關於個人資料(私隱)條例(「私隱條例」)及個人信貸資料的通知 (2013年1月1日起生效)

- (a) 客戶及其他個人(包括但不限於銀行服務及信貸服務的申請 人,為銀行信貸提供抵押或擔保的擔保人及人士、公司客戶 或申請人的股東、董事、高級職員及管理人員)(統稱「資料 當事人」),就開立或延續戶口、建立或延續銀行信貸或要求 銀行提供銀行服務,需不時向富邦機構提供有關資料。
- (b)若未能向富邦機構提供該等資料,此可能會導致有關的富邦 機構無法開立或延續賬戶、建立或延續銀行信貸或提供銀行 服務。
- (c) 在資料當事人與富邦機構正常業務往來中,例如資料當事人開出支票、存款、使用自動櫃員機進行銀行或財務交易或在一般情況下以書面或口頭形式與富邦機構溝通時,有關的富邦機構亦會收集資料當事人的資料,當中可能以文書形式或電話錄音系統收集。
- (d) 資料當事人的有關資料可能會被用於下列用途:
 - (i) 向資料當事人提供的證券、銀行及金融服務和信貸之日 常運作;
 - (ii) 在資料當事人申請信貸時及每年進行一次或以上的定期 或特別信用審查或信用評核;
 - (iii) 制作及維持富邦機構的信貸評分模式;
 - (iv) 協助其他財務機構進行信貸審查及債務追討;
 - (v) 確保資料當事人的信用維持良好;
 - (vi) 為資料當事人設計銀行及金融服務或有關產品;
 - (vii) 為推廣以下服務、產品及促銷標的(富邦機構可能會亦可能不會獲得報酬):
 - (1) 金融、保險、信用卡、銀行及相關服務及產品;
 - (2) 獎賞、忠誠或優惠計劃及相關服務及產品;
 - (3)有關的富邦機構之聯營合作夥伴(該等聯營合作夥伴的名稱列於相關服務及產品(視情況而定)的申請表格內)提供的服務及產品;及
 - (4) 為慈善及/或非牟利用途的捐贈和捐款;

而該等服務、產品及促銷標的可由以下機構提供及/或推 廣:

- (1) 富邦機構及富邦機構的集團公司;
- (2) 第三方金融機構、保險公司、保險服務公司、信用 卡公司、證券及投資服務提供者;
- (3) 第三方獎賞、忠誠、聯營合作或優惠計劃提供者;
- (4) 富邦機構及富邦機構的集團公司的聯營合作夥伴 (該等聯營合作夥伴的名稱列於相關服務及產品 (視情況而定)的申請表格內);及
- (5) 慈善或非牟利機構;
- (viii)判定富邦機構對資料當事人或資料當事人對富邦機構的 拖欠款額;
- (ix) 向資料當事人及爲資料當事人債務提供抵押品的人士追 收欠款;
- (x) 為邊守適用於富邦機構或其集團或任何分行的責任、要 求或其他安排而須作出披露及使用資料:
 - 目前及未來在香港特別行政區以內或以外之任何對 富邦機構或其集團或任何分行具約束力或適用的法 律;
 - (2)目前及未來在香港特別行政區以內或以外之任何法定、監管、政府、稅務、執法或其他管理機關、或自我監管機構或行業組織或金融服務提供者協會所發出或制訂之指令或指引;

- (3) 富邦機構或其集團或任何分行於本地或外地的法定、監管、政府、稅務、執法或其他管理機構、或自我監管機構或行業組織或協會基於其金融、商業、商務或其他利益或活動之原因,因而受本地或外地的法定、監管、政府、稅務、執法或其他管理機關、或自我監管機構或行業組織或金融服務提供者協會加於富邦機構或其集團或任何分行之目前及未來之合約或其他承諾;
- (xi) 為符合任何責任、要求、政策、程序、措施或安排而於 富邦機構集團內共享資料和信息,及/或以符合制裁或防 止或偵查洗錢、恐怖活動的融資或其他非法活動而按任 何富邦機構集團之計劃對資料和信息作任何其他使用;
- (xii)協助有關的富邦機構的實在或建議受讓人或富邦機構對 資料當事人、權利參與人或附屬參與人評估其意圖的轉 讓、參與或附屬參與的交易;
- (xiii)與接受由富邦機構發出的信用卡的商號及獲有關的富邦 機構提供聯營信用卡服務的機構交換資料;

(xiv)進行核對;及

(xv) 與上述有關的用途。

- (c) 富邦機構會將資料當事人的資料保密,但富邦機構可能會將 有關資料提供予下列各方作第(d)條所述用途:
 - (i) 任何向富邦機構提供就其業務營運有關的行政、資訊、 電腦、付款、收賬、證券結賬、科技外判或其他服務的 任何代理商、承約人或提供第三者服務的公司;
 - (ii) 任何對富邦機構有保密責任的人士,包括就有關資料對 富邦機構有保密承諾而與富邦機構同屬一集團的公司或 各商號或各聯營機構;
 - (iii) 向發票人提供已兌現支票副本(該副本可能載有關於收款 人的資料)的付款銀行;
 - (iv) 信貸資料服務機構,如資料當事人拖欠款項或違約時則 可將該等資料提供予債務追收代理或律師行(統稱「收賬 代理」);
 - (v) 任何根據富邦機構或其集團或任何分行須遵守或適用的 法律要求,或因法定、監管、政府、稅務、執法或其他 管理機構或自我監管機構或行業組織或協會所發出或要 求富邦機構或其集團或任何分行須遵守的指令或指引, 或根據富邦機構或其集團或任何分行於目前及未來與在 香港特別行政區以內或以外之本地或外地的法定、監 管、政府、稅務、執法或其他機關、或自我監管機構或 行業組織或金融服務提供者協會相關之任何合同或其他 承諾,而向其作出披露的人士;
 - (vi) 任何富邦機構的實在或建議受讓人或參與人或附屬參與 人或富邦機構對資料當事人的權利的受讓人;及
 - (vii) (1) 富邦機構的集團公司;
 - (2) 第三方金融機構、保險公司、保險服務公司、信用 卡公司、證券及投資服務提供者;
 - (3) 第三方獎賞、忠誠、聯營合作或優惠計劃提供者;
 - (4) 富邦機構及富邦機構的集團公司的聯營合作夥伴(該等聯營合作夥伴的名稱列於相關服務(視情況 而定)的申請表格內);
 - (5) 慈善或非牟利的機構; 及
 - (6) 富邦機構為上述第(d)(vii)段所列目的而聘用的外部 服務提供者(包括但不限於代客寄件中心、電訊公 司、電話銷售及直銷代理人、電話中心、數據處理 公司及資訊科技公司)。

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該等資料可能被傳輸至香港境外。

- (f) 有關資料當事人於2011年4月1日或以後申請按揭貸款的資料 (不論作爲借款人、按揭人或擔保人,及不論是以單名或與 其他人士聯名方式),富邦機構會以其及/或代理的名義向信 貸資料服務機構提供下述關於資料當事人的資料(包括其可能 不時更新的任何資料):
 - (i) 全名;
 - (ii) 就每宗按揭的身份(即作為借款人、按揭人或擔保人, 及不論是以單名或與其他人士聯名方式);
 - (iii) 香港身份證號碼或旅遊證件號碼;
 - (iv) 出生日期;
 - (v) 通訊地址;
 - (vi) 就每宗按揭的按揭賬戶號碼;
 - (vii) 就每宗按揭之信貸種類;
 - (viii)就每宗按揭的按揭賬戶狀況(如:生效、已結束、已撇 賬(因破產令而引起者除外)、因破產令而被撇賬); 及
 - (ix) 就每宗按揭的按揭賬戶結束日期(如適用)。

信貸資料服務機構會使用上述由有關的富邦機構提供的資料 統計資料當事人(分別以借款人、按揭人或擔保人身份,及 不論是以單名或與其他人士聯名方式)不時持有按揭的宗 數,於信貸資料庫內讓信貸資料者共用(受限於根據私隱條 例下按其認可及發出的個人信貸資料實務守則之規定)。

- (g) [留爲空白]
- (h) 根據私隱條例規定及按其認可及發出的個人信貸資料實務守則,任何資料當事人均有權:
 - (i) 查詢富邦機構有否持有其個人資料以及有權查閱該等資料;
 - (ii) 要求富邦機構對其不準確的個人資料作出更正;
 - (iii) 查悉富邦機構對有關資料的政策及實務,並獲知富邦機 構持有其個人資料的類別;
 - (iv)查詢並獲富邦機構告知何等資料會經常向信貸資料服務 機構或收賬代理披露及獲富邦機構提供進一步資料,藉 以向有關信貸資料服務機構或債務追收代理提出查閱及 改正資料要求;及
 - (v) 於悉數清償欠款而結束戶口時,指示有關的富邦機構要 二零一三年一月

求該信貸資料服務機構,從資料庫删除曾經提供的任何 戶口資料(包括,為免生疑,任何賬戶還款資料),惟 是項指示需於結束戶口後五年內發出,而該戶口在緊接 結束之前五年內,並無任何有關賬戶拖欠超過六十天的 紀錄。賬戶還款資料包括上次到期的還款額,上次報告 期間(於緊接富邦機構最近向信貸資料服務機構提供賬戶 資料起計不超過31日的期間)所作還款額,剩餘可用信 貸額或未償還數額,及欠款資料(即過期欠款額、逾期 還款日數、清還過期欠款的日期,及全數清還超過60日 的欠賬的日期(如有))。

- (i) 若資料當事人有任何賬戶拖欠還款,除非欠收當日起計60日屆 滿前悉數償還或被撇賬(因破產令而引起者除外),否則資 料當事人的賬戶還款資料(定義見上述第(h)(v)段)將由信貸 資料服務機構保留,直至欠繳款額最後全數清償當日起計五 年屆滿為止。
- (i)若任何款項因針對資料當事人發出的破產令而被撇賬,則資料當事人的賬戶還款資料(定義見上述第(h)(v)段)將由信貸資料服務機構保留(不管該賬戶還款資料是否顯示任何超過60日的拖欠情況),直至欠繳款額最後全數清償當日起計五年屆滿之日或信貸資料服務機構獲資料當事人以證明文件告知其獲解除破產令之日起計五年屆滿之日(以較早發生者為準)為止。
- (k) 富邦機構會不時就客戶/資料當事人信貸額增加、限制(包括 取消或降低信貸額)或進行債務重組覆檢賬戶,有權就此查 閱及使用資料庫所編制的信貸報告,以便富邦機構於賬戶有 效期內進行覆檢。
- (1) 根據私隱條例之條款,富邦機構有權就處理任何就查閱資料 的要求收取合理費用。
- (m) 若資料當事人需要查閱或更正資料、或關於資料政策及實務 或資料種類等要求,應向下列人士提出:

資料保護主任 富邦銀行(香港)有限公司 香港德輔道中三十八號

- (n) 當富邦機構考慮資料當事人的信貸申請時,富邦機構有權於 審批過程中開啓及參考信貸資料服務機構所編制關於資料當 事人的信貸報告。如資料當事人欲索取有關信貸報告,富邦 機構將會告知有關信貸資料服務機構的聯絡詳情。
- (o) 本通知並無限制資料當事人在私隱條例下所享有的權利。
- (p) 當資料當事人收悉本通知,本通知將被視作為所有資料當事 人已或企圖與富邦機構簽訂的合約、協議、信貸/貸款協議書、 開戶文件及其它具約束力文件等的其中一部份。
- * 此通知內容以英文原文爲準
- 致: 富邦銀行(香港)有限公司及/或富邦財務(香港)有限公司(個別地,「富邦機構」) 香港郵政總局信箱**9878**號

本人不欲接收富邦機構日後發出的任何宣傳推廣資料。

(爲處理閣下之要求,請提供以下的資料。請注意,如所提供之資料不完整或欠準確,有關要求可能無法辦理。)

客戶姓名:_

香港身份證/護照號碼:____

客	戶簽署:	

日期:

(簽署須與富邦機構紀錄之簽署式樣相同)

銀行專用					
S.V. :	Copy to C.C. :	Date :	Customer No. :	Input by :	Checked by :
					BR002(C) 01/2013(e)

仔富邦銀行

FUBON BANK (HONG KONG) LIMITED and/or FUBON CREDIT (HONG KONG) LIMITED (each, a "Fubon Entity")

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and Consumer Credit Data

(Effective from 1 January 2013)

- (a) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively "data subjects") to supply a Fubon Entity 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 relevant Fubon Entity 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 data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques or deposit money or effect a banking transaction or effect a financial transaction at an automated teller machine or generally communicate in writing or verbally with the relevant Fubon Entity by means of documentation or telephone recording system.
- (d) The purposes for which data relating to data subjects may be used are as follows: -
 - (i) the daily operation of the securities, banking and financial services and credit facilities provided to data subjects;
 - (ii) conducting credit checks or performing credit assessment 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 Fubon Entity's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing financial services or related products for data subjects' use;
 - (vii) marketing the following services, products and subjects (in respect of which the Fubon Entity may or may not be remunerated):
 - (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 relevant Fubon Entity's co-branding partners (the names of such cobranding 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;

and these services, products and subjects may be provided and/or marketed by:

(1) a Fubon Entity and its group companies;

- (2) third party financial institutions, insurers, insurance services companies, 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 Fubon Entity and the Fubon Entity's group companies (the names of such co-branding partners can be found in the application forms(s) for the relevant services and products, as the case may be); and
- (5) charitable or non-profit making organisations;
- (viii) determining amounts owed to or by data subjects;
- (ix) collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
- (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the relevant Fubon Entity or any of its group or their respective branches or that they are expected to comply according to:
 - any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (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 Special Administrative Region existing currently and in the future;
 - (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 relevant Fubon Entity or any of its group or their respective branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the relevant Fubon Entity and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xii) enabling an actual or proposed assignee of the relevant Fubon Entity, or participant or sub-participant of the relevant Fubon Entity's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or subparticipation;
- (xiii) exchanging information with merchants accepting credit cards issued by a Fubon Entity and entities with whom

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the relevant Fubon Entity provides co-branded credit card services;

(xiv)conducting matching procedures; and

(xv) purposes relating thereto.

- (e) Data held by a Fubon Entity relating to a data subject will be kept confidential but the Fubon Entity may 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, securities clearing, technology outsourcing or other services to the Fubon Entity in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Fubon Entity including a group company of the Fubon Entity which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, to debt collection agencies or solicitor firms (together, "debt collection agencies");
 - (v) any person to whom the relevant Fubon Entity or any of its group or their respective branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the relevant Fubon Entity or any of its group or their respective branches, 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 relevant Fubon Entity or any of its group or their respective branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the relevant Fubon Entity or any of its group or their respective branches 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 Special Administrative Region and may be existing currently and in the future;
 - (vi) any actual or proposed assignee of the Fubon Entity or participant or sub-participant or transferee of the Fubon Entity's rights in respect of the data subject; and
 - (vii) (1) the Fubon Entity's group companies;
 - (2) third party financial institutions, insurers, insurance services companies, 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 Fubon Entity and the Fubon Entity'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 organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents,

call centres, data processing companies and information technology companies) that the Fubon Entity engages for the purposes set out in paragraph (d)(vii) above.

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

- (f) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Fubon Entity, 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 data subject'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 relevant Fubon Entity for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject'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) [intentionally left blank]
- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right: -
 - to check whether a Fubon Entity holds data about him and of access to such data;
 - (ii) to require a Fubon Entity to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Fubon Entity's policies and practices in relation to data and to be informed of the kind of personal data held by the Fubon Entity;
 - (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

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- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by a Fubon Entity to a credit reference agency, to instruct the relevant Fubon Entity, upon termination of an 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 Fubon Entity 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 if 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 of any amount in an account is written off due to bankruptcy order being made against a data subject, 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 data subject with evidence to the credit reference agency, whichever is earlier.

- (k) 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 assess and make use of a credit report from a credit reference agency.
- (1) In accordance with the terms of the Ordinance, a Fubon Entity has the right to charge a reasonable fee for the processing of any data access request.
- (m) 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 Fubon Bank (Hong Kong) Limited 38 Des Voeux Road Central, Hong Kong

- (n) A Fubon Entity may have obtained a credit report on the data subjects from a credit reference agency in considering any application for credit. In the event the data subjects wish to access the credit report, the Fubon Entity will advise the contact details of the relevant credit reference agency.
- (o) Nothing in this Notice shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
- (p) This Notice shall upon a data subject's receipt, be deemed an integral part of all contracts, agreements, credit/banking facility letters, account mandates, and other binding arrangements which the data subject has entered into or intends to enter into with the Fubon Entity.

January 2013

To: Fubon Bank (Hong Kong) Limited and/or Fubon Credit (Hong Kong) Limited (each, a "Fubon Entity") GPO Box 9878 Hong Kong

I do not wish to receive any marketing communication or message from the Fubon Entity in future.

(Please provide the below information for the processing of your request. Kindly note that your request may not be processed if any of the information is incomplete or inaccurate.)

Customer Name: ____

HKID/ Passport no: _____

Customer Signature:

East Don't Lice Only

Date: ____

(The signature should correspond with the specimen signature in the Fubon Entity's record)

Date. __

Tor Bark Ose only							
S.V. :	Copy to C.C. :	Date :	Customer No. :	Input by :	Checked by :		