

NOTES

- The Supplementary Credit Card Applicant(s) must be over 16 years old.
- Please return the completed application form with a copy of the Supplementary Credit Card Applicant's Hong Kong Permanent Identity Card (please provide copy of your valid passport or travel documents if you are not holding a permanent HKID card) and Taiwan Identity Card/Taiwan Passport (only applicable to applicants who are holders of Taiwan ID Card/Taiwan Passport) 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.
- Upon application approval, Supplementary Credit Card Applicant will be issued a supplementary card of the same card type as the Principal Credit

- Card according to the Principal Credit Card Account Number provided by the Principal Credit Cardholder below. The relevant interest rates for Retail Purchase or Cash Advance of the Principal Credit Card will be applicable to the Supplementary Credit Card. The operation of Points enquiry and/or redemption in credit card account is only applicable to principal cardholder.
- All of the relevant terms and conditions are applicable to the Principal Credit Cardholder, including Fubon Bank VISA/MasterCard Cardholder Agreement, will also be applicable to the Supplementary Credit Cardholder.
 - All of the information required in the form is mandatory unless otherwise specified. Please tick the appropriate boxes where applicable.

INFORMATION OF PRINCIPAL CREDIT CARDHOLDER			
I hereby authorize and request Fubon Bank (Hong Kong) Limited (the "Bank") to issue a Supplementary Credit Card to the Supplementary Credit Card Applicant below, and I will be fully responsible for all outstanding due by the Supplementary Credit Card Applicant in respect of the Supplementary Credit Card pursuant to the Fubon Bank VISA/MasterCard Cardholder Agreement.			
<input type="checkbox"/> Mr. English Name <input type="checkbox"/> Miss			
Name in Chinese			
HK Permanent ID Card No. / Passport No.			
Date of Birth	D	M	Y
Principal Credit Card Account Number			
Mobile No.	Country Code	Area Code	Local Code
INFORMATION OF SUPPLEMENTARY CREDIT CARD APPLICANT			
I/We warrant that all information given below is true, correct and complete. I/We agree to comply with the Fubon Bank VISA/MasterCard Cardholder Agreement and related Terms & Conditions below, and accept several liabilities for all credit charged to my/our Credit Card Account(s) respectively.			
<input type="checkbox"/> Mr. English Name <input type="checkbox"/> Miss			
Name in Chinese			
Relationship with Principal Cardholder			
Date of Birth	D	M	Y
HK Permanent ID Card No. / Passport No. (Please enclose copy)			
Nationality			
Taiwan ID Card No. (Please enclose copy)			
Taiwan Passport No. (Please enclose copy)			
Home Phone No.	Country Code	Area Code	Local Code
Mobile No.	Country Code	Area Code	Local Code
Office Phone No.	Country Code	Area Code	Local Code

Nature of Business of the Employer
Position
Residence Address (If the residence address is different from that of the principal card applicant stated above, please provide documentary proof.)
Please enclose permanent address proof and state on the document if the permanent address is different from the above residence address.
Your sources of wealth is/are derived from* :
*Optional
PIN
You can use this PIN for ATM Services <input type="checkbox"/> require <input type="checkbox"/> not require (if not specified, we will mail the PIN to the correspondence address of principal cardholder in the Bank's record.)
ATM SERVICES
ATM Screen Instructions in <input type="checkbox"/> Chinese <input type="checkbox"/> English
CONNECTED PARTIES
Is the card applicant (a) a staff member, director, substantial shareholder/controller, minority shareholder controller or person-in-charge (including chief executive, senior management, key staff or lending officer) of Fubon Bank (Hong Kong) Limited ("Fubon Bank") or its parent, Fubon Financial Holding Co., Ltd. (including their subsidiaries and branches) or any of its other subsidiaries; or (b) being a firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control; or (c) the spouse (including concubine), cohabitee, parent (including step-parent or adoptive parent; or parent, step-parent or adoptive parent of a spouse), grandparent or great grandparent, brother or sister (including brother or sister of a spouse), son or daughter (including step-son or step-daughter, adopted son or adopted daughter), grandson or granddaughter, great grandson or great granddaughter or relative of such persons (as defined in the Banking (Exposure Limits) Rules (Cap.155S)?
<input type="checkbox"/> Yes. Name of the relevant staff member, director, or substantial shareholder/controller, minority shareholder controller or person-in-charge: _____ My relationship with the aforementioned person: _____ <input type="checkbox"/> No. I confirm that, at present, there is no such relationship. I hereby undertake to notify the Bank in writing as soon as possible if I become so related.
<p>* "Substantial shareholder/controller" means a shareholder holding 5% or more of the issued share capital of a company alone or together with associates who are controllers or any person who is an indirect controller as defined in section 2(1) of the Banking Ordinance (Cap.155).</p> <p>I also confirm that every Connected Person whose information has been provided to the Bank has been notified of and consented to the processing, disclosure and transfer as set out in the Bank's applicable terms and notice (as may be amended or supplemented from time to time) and such Connected Persons shall have rights of access to, and correction of their Personal Data upon request. I shall inform the Bank promptly in writing if I am not able to comply with such obligation.</p> <p>Note: If this section is left in blank, the Bank will assume that no such relationship exists, but you will be responsible for any failure to declare the relevant relationship and/or comply with the above obligations. The Bank has the right (in its sole discretion) to cancel the relevant credit card service or loan. If cancelled, all amounts then outstanding will become immediately due and payable to the Bank.</p>
THIRD PARTY REFERRAL
MANDATORY SECTION Is your application referred by any third party apart from the Bank (such as intermediaries)? <input type="checkbox"/> Yes (Since the Bank does not engage any third party as referral agent, your application will not be processed.) <input type="checkbox"/> No

SIGNATURE

I confirm that I have not been refused by another bank to establish a banking relationship before. I hereby undertake to notify the Bank in writing as soon as possible if there are any updates.

OPT-OUT FROM USE OF PERSONAL DATA IN DIRECT MARKETING

☐ I do not wish the Bank to use my personal data in direct marketing or provide my personal data to the Bank's group companies for their use in direct marketing, in which includes credit card merchant discount and other offers.

The above represents your present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by you to the Bank prior to this application.

Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data (the "Notice") (attached to this form). Please also refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

I have read, understood and agreed to be bound by the relevant terms and conditions stated on this application form including the Key Facts Statement, Summary of Major Terms & Conditions of Fubon Bank VISA/MasterCard Cardholder Agreement, General Terms and Conditions of Welcome Gifts and Other Benefits, Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and Consumer Credit Data and Terms & Conditions of Signature. I agree to notify the Bank immediately by filling in the "Change of Customer Information and Choice of Receiving Direct Marketing Form" for any change to my personal information including but not limited to address, phone number(s), and occupation.

X

S.V.

Signature of Principal Card Applicant

Date

X

Signature of Supplementary Card Applicant

Date

My signature on this application form is the same as on my savings/current account 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.

[^] "Change of Customer Information and Choice of Receiving Direct Marketing Form" can be obtained in our branches or downloaded from our Bank's website www.fubonbank.com.hk.

FOR BANK USE ONLY

MKT 098	Media code	A / D
DV	AO	CL
PV	AO	Date

Remarks:

Fubon Bank (Hong Kong) Limited reserves the right for the decision of final approval of Fubon Credit Card application, and to suspend, vary or terminate the above offers and its terms and conditions at any time without prior notice. In case of any disputes, the decision of Fubon Bank (Hong Kong) Limited shall be final and conclusive. Should there be any inconsistency between the English and Chinese versions of the terms and conditions, the English version shall prevail.

Terms & Conditions of Signature

- I/We warrant and declare that the information of all my/our other banking and financial commitments given above are true and correct and Fubon Bank (Hong Kong) Limited (the "Bank") is authorized to confirm this from any source the Bank may choose. **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.**
- 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 the Bank may not be able to issue the credit card.
- I/We understand 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.
- 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 the Bank's using, holding, storing, disclosing or transferring any of my/our personal data for such purposes deemed as necessary for the processing of this application and set out in the Bank's Notice to Customers and Other Individuals relating to the Personal

Data (Privacy) Ordinance and Consumer Credit Data and Fubon Bank 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 the Bank have a right to charge me/us a reasonable fee for any data access request.

- 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 the 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 the Bank or any of its Service Providers are expected to comply.
- I/We acknowledge that before I/we complete this application with my/our personal data and submit it to the Bank, the following information has been specifically drawn to my/our attention:- (a) my/our personal data may be supplied by the Bank to a Credit Reference Agency(ies)("CRAs") 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 CRAs or DCA, as the case may be; (c) in the event of any default in repayment, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, I/we shall be liable to have my/our account repayment data retained by the CRAs until the expiry of 5 years from the date of final settlement of the amount in default; (d) in the event of any amount in any account is written off due to bankruptcy order being made against me/us, I/we shall be liable to have my/our account repayment data retained by the CRAs, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days (namely "material default"), until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by me/us with evidence to the CRAs, whichever is earlier, and (e) 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 the Bank to make a request to the CRAs to delete from its database any account data relating to my/our terminated credit card account, as long as the instruction is given within 5 years of termination.
- I/We acknowledge that the Bank will access and consider my/our credit report from a CRAs during the approval process of my/our credit card application.
- I/We acknowledge that my/our credit card account is subject to review from time to time 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 the Bank to conduct such reviews, which will continue during the subsistence of the credit card account, the Bank will access and make use of a credit report from a CRAs.
- I/We acknowledge that if my/our application is successful, the Bank 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 the Bank. 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 Fubon Bank 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 the Bank's sole discretion without giving any reason.
- I/We confirm that if my/our 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/We declare that I am/we are the beneficial owner of my credit card account and any transactions conducted by me/us through the account. I/We declare and undertake that no other person will have any interest of whatsoever nature in the account opened by me/us; otherwise I/we shall provide the information of the beneficial owner(s) to the Bank.**

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" or the "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 download it from our website www.fubonbank.com.hk or call Fubon Bank Integrated Customer Service Hotline at 2566 8181.

1. You must signify your acceptance by signing and activating 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 activation.
2. You must keep your card and authentication factors strictly confidential and should not allow anyone to use your card and authentication factors. 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. Further, the Bank shall be entitled to (for whatever reason and without prior notice) at any time refund any balance standing to the credit in the Card Account to the Cardholder at its sole discretion.
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 Fubon Bank Integrated 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. You will be bound by the Terms and Conditions for the Phone Banking Service when using our Phone Banking Service. The Terms and Conditions for the Phone Banking Service will be sent to the Cardholder together with the card and it is also obtainable at any of the Bank's branches or by calling Fubon Bank Integrated Customer Service Hotline.
8. 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).
9. 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.
10. If you find any error in the monthly statement, you should report to the Bank through Fubon Bank Integrated 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.
11. If you are a principal cardholder, you are also liable for the debts incurred and all obligations and liabilities whatsoever arising from the use of the supplementary card by your supplementary cardholder(s). A supplementary cardholder is not liable for the debts due by you or any other supplementary cardholder(s). The principal or supplementary cardholder may terminate the supplementary card by notice in writing to the Bank and return to the Bank the related supplementary card. The principal cardholder shall be liable to the Bank for all transactions effected by the supplementary cardholder if the latter fails to return the supplementary card to the Bank upon cancellation of the card account.
12. The Bank may cancel the card which is not yet activated by Cardholder and terminate the Card Account upon giving no less than thirty (30) days' prior notice of termination. 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.
13. For transactions involving the conversion of foreign currency to Hong Kong dollars, a foreign exchange conversion surcharge may be imposed.
14. 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.
15. 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.

(Should there be any inconsistency between the English and Chinese versions of the above summary, the English version shall prevail.)

Fubon Credit Card Key Facts Statement		KFS-CC202310 Fubon Credit Card October 2023	
INTEREST RATES AND INTEREST CHARGES			
Annualized Percentage Rate* (APR) for Retail Transaction		35.7% 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		34.73% 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\$200 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 Membership Fee (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 VISA Infinite Card • Principal Card : HK\$3,000 per annum • Supplementary Card : HK\$1,500 per annum	
Cash Advance		3% of transaction amount or HK\$55 (whichever is higher) ; 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.	
Fees relating to Foreign Currency Transaction		Foreign Exchange Conversion Surcharge: 1.95% mark-up on the prevailing conversion rate of Visa Worldwide Pte. Ltd. or MasterCard Asia / Pacific Pte. Ltd. etc (where applicable) for transactions in currency other than Hong Kong Dollars (which is inclusive of the 1% surcharge charged by VISA / MasterCard / related organizations, if applicable) Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars (Surcharge on Cross Border Transactions in Hong Kong Dollars) : 1% mark-up on the converted transaction amount in Hong Kong Dollars (inclusive of the 0.8% / 1% surcharge charged by VISA / MasterCard respectively) Reminder: Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.	
Late Payment Fee (Late Charge)		5% of the outstanding Minimum Payment Due or HK\$200 (whichever is higher, and capped at HK\$300. However, the Late Charge will not exceed the amount of Minimum Payment Due shown on the card statement.)	
Over-the-limit Fee (Overlimit Handling Charge)		HK\$200 per month	
Returned Payment Fee (Rejected Autopay Transaction Charge / Bounced Cheque Charge)		HK\$150 per transaction / HK\$150 per bounced cheque	
Paper Statement Fee (effective from 1 January 2023)		HK\$5 for each calculation period (From 2023 onwards, every 1-month period from 1st to end of the month)	
Illustrative Example of Repayment (for reference only)			
Assumptions - • Outstanding Balance = \$20,000 • No new transaction • Repayments are due on the 26th day after the statement date, and it is assumed that repayments are made on or before the due date. • Interest Rate = 30% p.a. • No annual fee and other fees			
If you make no additional charges using this card and each month you pay...		You will pay off the outstanding balance of \$20,000 in about...	
Only the minimum payment		14 years and 11 months	
HK\$849		3 years	
		and you will end up paying an estimated total of...	
		HK\$61,429	
		HK\$30,565 (Savings = HK\$30,864)	
To calculate the above information applicable to your specific case, please use our online calculator accessible from our website / principal Internet platform which provide credit card services https://www.fubonbank.com.hk/en/calculator/balance-repayment-calculator.html .			

Remarks:

This statement provides you with indicative information about interest, fees and charges of this product. Please refer to the Fubon Bank Visa/Mastercard Cardholder Agreement and List of Service Charges for details.

* Annualized Percentage Rate ("APR"), calculated in accordance with the guidelines as set out in the Code of Banking Practice, is a reference rate expressed as an annualized rate which includes the basic interest rate and the relevant handling fee (if applicable).

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

For details of the above, please visit www.fubonbank.com.hk or call Fubon Bank Integrated Customer Service Hotline at 2566 8181.

**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 [Personal Information Collection Statement] (the “PICS”)**

(Effective from 1 September 2022)

- (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 in other ways or generally communicate in writing or verbally with the relevant Fubon Entity by means of documentation or telephone recording system. A Fubon Entity will also collect data relating to data subjects from third parties, including third party service providers with whom the customers or applicants interact in connection with the marketing of a Fubon Entity’s products and services and in connection with the customer’s or applicant’s application for the Fubon Entity’s products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”).
- (d) The purposes for which data relating to data subjects may be used are as follows: -
- (i) considering and assessing the customer’s application for a Fubon Entity’s products and services;
 - (ii) the daily operation of the securities, banking and financial services and credit facilities provided to data subjects;
 - (iii) 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;
 - (iv) creating and maintaining the Fubon Entity’s credit scoring models;
 - (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of data subjects;
 - (vii) designing financial services or related products for data subjects’ use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (ix) determining amounts owed to or by data subjects;
 - (x) collection of amounts outstanding from data subjects and those providing security for data subjects’ obligations;
 - (xi) 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:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (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;
 - (xii) 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;
 - (xiii) 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 sub-participation;
 - (xiv) exchanging information with merchants accepting credit cards issued by a Fubon Entity and entities with whom the relevant Fubon Entity provides co-branded credit card services;
 - (xv) conducting matching procedures; and
 - (xvi) 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) third party service providers with whom the customer has chosen to interact with in connection with the customer’s application for a Fubon Entity’s products and services;
 - (v) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies or solicitor firms (together, “debt collection agencies”);
 - (vi) 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;
 - (vii) 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
 - (viii)
 - (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)(viii) 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 credit reference agencies:

- (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.

Credit reference agencies 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 provider, 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 databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(g) USE OF DATA IN DIRECT MARKETING

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

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Fubon Entity from time to time may be used by the relevant Fubon Entity in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Fubon Entity's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Fubon Entity and/or:
 - (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 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 form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Fubon Entity also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Fubon Entity requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) The Fubon Entity may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (g)(iv) above, the Fubon Entity will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Fubon Entity to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Fubon Entity.

(h) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

- (i) 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: -
 - (i) 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - (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 the 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)).
- (j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (k) 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 (i)(v) above) may be retained by the credit reference agencies, 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(ies), whichever is earlier.
- (l) 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.
- (m) 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.
- (n) 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
- (o) A Fubon Entity may have obtained credit report(s) on the data subjects from credit reference agency(ies) in considering any application for credit. In the event the data subjects wish to access the credit report(s), the Fubon Entity will advise the contact details of the relevant credit reference agency(ies).
- (p) Nothing in this Notice shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
- (q) 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.