

Terms & Conditions of Signature

1. I warrant and declare that the information of all my other banking and financial commitments given above are true and correct and Fubon Bank (Hong Kong) Limited (the “Bank” 、 “We”) is authorized to confirm this from any source the Bank may choose. **In particular, I confirm that I 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 default in payment or breach of any applicable terms and conditions.**
2. I acknowledge that all information must be provided to facilitate the processing of this application and my failure to do so may result in this application not being processed and the Bank may not be able to issue the credit card.
3. I understand and accept that if any information given by me is false then my act will constitute an offence under Section 71 of the Crimes Ordinance and/or under Sections 16A, 17 and 18 of the Theft Ordinance.
4. I understand that the information I provide herein constitutes personal data (as defined in the Personal Data (Privacy) Ordinance) and I consent to the Bank’s using, holding, storing, disclosing or transferring any of my 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 Code of Practice for the Multiple Credit Reference Agencies Model and Consumer Credit Data and Fubon Bank VISA/MasterCard Cardholder Agreement. I further understand that I have the right to request access to or correction of my personal data and that the Bank have a right to charge me a reasonable fee for any data access request.
5. I acknowledge and agree that my Consumer Credit Data (as defined under the Code of Practice on Consumer Credit Data) may be disclosed and shared by the Bank with all selected credit reference agencies under the Multiple Credit Reference Agencies Model. It may also be shared with a Type One Special Member (meaning an insurer or a subsidiary of an insurer authorized under Section 8(1)(a) or 8A(1)(a) of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) to carry on insurance business with the need to use consumer credit data for purposes permitted under the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data as updated or superseded from time to time in relation to the provision of insurance coverage to the Bank by the Type One Special Member.
6. I understand that I am entitled to request for a credit report from each selected credit reference agency in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model without charge within any twelve-month period respectively to each selected credit reference agency.
7. 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.

8. I acknowledge that before I complete this application with my personal data and submit it to the Bank, the following information has been specifically drawn to my attention:
 - (a) my personal data may be supplied by the Bank to a Credit reference agencies ("CRAs") and/or in the event of default to a debt collection agency or solicitors firm (together, "DCA");
 - (b) I have a right to be informed, upon request, about which terms of the data are routinely so disclosed and I 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 shall be liable to have my 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, I shall be liable to have my 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 with evidence to the CRAs, whichever is earlier, and
 - (e) upon termination of the credit card account by full repayment of all outstandings 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 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 terminated credit card account, as long as the instruction is given within 5 years of termination.
9. I acknowledge that the Bank will access and consider my credit report from a CRAs during the approval process of my credit card application.
10. I understand the Bank may consider my Consumer Credit Data (as defined under the Code of Practice on Consumer Credit Data) from credit report(s) of selected CRAs under the Multiple Credit Reference Agencies Model and authorize the Bank to access my Consumer Credit Data with the mentioned CRAs for the purpose of credit checking more than once as the Bank deems necessary. If I wish to access the credit report(s) or have any enquiry about the credit reference agency(ies), I may contact the relevant CRAs TransUnion at Tel: (852) 2577 1816 /Pingan OneConnect Credit Reference Services Agency (HK) Limited at Tel: (852) 2271 6268.
11. I acknowledge that my credit card account is subject to review from time to time which may result in the credit limit being increased or decreased or my credit card account being terminated. I 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.
12. I acknowledge that if my application is successful, the Bank will send me the credit card(s) and I agree to validate such credit card(s) immediately upon receipt in accordance with the instructions given by the Bank. I accept all risks relating to validation of the credit card(s) and

agree that upon validation, I shall be deemed to have received such credit card(s) and that it had been personally validated by me.

13. I further agree to be bound by the Terms and Conditions of the Fubon Bank VISA/MasterCard Cardholder Agreement and confirm that I have read and understood the Summary of Major Terms and Conditions attached; acceptance of this application and interest rate granted shall be at the Bank's sole discretion without giving any reason.
- 14. I confirm that if my application is successful, I will continue to maintain my financial condition in order that I will be able to pay all my debts and liabilities as and when they fall due. I further confirm that as of the date hereof (and I shall continue to maintain this), I do not have any overdue payment exceeding 30 days and/or I am not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit, or financial accommodation I have from any other financial institution or third party.**
- 15. I further confirm that I am not (nor have I been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon me by a creditor, nor am I in the process of petitioning for bankruptcy, nor do I have the intention to do so. If what I have just stated were to be incorrect and false, I accept that it would involve on my part dishonesty and/or fraud.**
16. In addition to the free credit report as mentioned in paragraph 6 above, you may request and receive a copy of the credit report from the selected CRA(s) free of charge if you have been refused credit within the past 30 business days by the Bank.
17. For any enquiry about the credit reference agencies engaged by the Bank in relation to your credit facility application, please contact our Integrated Customer Service Hotline at 2566 8181 (Press 1 after language selection) during office hours*.
**Please visit Fubon Bank Hong Kong Website →Personal Banking→Cards
- 18. I declare that I am the beneficial owner of my credit card account and any transactions conducted by me through the account. I declare and undertake that no other person will have any interest of whatsoever nature in the account opened by me; otherwise I shall provide the information of the beneficial owner(s) to the Bank.**