

Fubon Tax Loan Application Form

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

All applicants must be HK permanent residents aged 18 or above and with an annual income of HK\$120,000 or above. Please "✓" the appropriate boxes where applicable. If you have submitted the application form by fax already, please do NOT re-confirm by mail. All of the information required in the form is mandatory unless otherwise specified.

LOAN INFORMATION	
Loan amount requested: HK\$ _____ (226)	
Repayment Period: <input type="checkbox"/> 12 <input type="checkbox"/> 18 <input type="checkbox"/> 24 months	
Note: Minimum loan amount is HK\$10,000; Maximum loan amount is HK\$1,000,000 or 8 times of your monthly salary (whichever is lower).	

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 bank account must be a personal account with same applicant's name. Joint & corporate account will not be accepted.	

YOUR PERSONAL DETAILS	
<input type="checkbox"/> Mr. English Name	
<input type="checkbox"/> Miss	
Name in Chinese _____	
Date of Birth D / M / Y	HK Permanent ID Card / Passport No. (Please enclose copy)
Nationality _____	
Taiwan ID Card No. (Please enclose copy)	Taiwan Passport No. (Please enclose copy)

Present Home Address (in BLOCK LETTERS)	
House No. Building Level	Premise No. Premise Name
Street No. Street Name	
Estate/ Court/ Suburb	City State
Country	Postal Code
_____ Years in Present Address _____	
Please enclose permanent address proof and state on the document if the permanent address is different from the above present home address.	
Home Phone No. Country Code Area Code Local Code	Mobile No. Country Code Area Code Local Code
E-mail Address (Optional) _____	

Education Level <input type="checkbox"/> University or above <input type="checkbox"/> Secondary <input type="checkbox"/> Post-secondary <input type="checkbox"/> Others	
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Others	No. of Family Dependents _____
Resident Type <input type="checkbox"/> Self-owned <input type="checkbox"/> Mortgage <input type="checkbox"/> Live with Parents / Relatives	<input type="checkbox"/> Company Quarters <input type="checkbox"/> Rented Monthly Rental HK\$ _____

YOUR OCCUPATION	
Self-Employed <input type="checkbox"/> Yes	
Name of Employer (in BLOCK LETTERS) _____	

Office Address (in BLOCK LETTERS)			
Building No.	Building Level	Premise No.	Premise Name
Street No.		Street Name	
Estate/ Court/ Suburb	City	State	
Country		Postal Code	
Nature of Business		Phone & Ext. Country Code Area Code Local Code	
Years in Current Employment		Years in Current Profession	
Position		Annual Income HK\$	

SPOUSE INFORMATION	
If you choose to apply Fubon Tax Loan with your spouse simultaneously to enjoy lower interest rate, please fill in spouse's name and HK Permanent ID Card number.	
Name of spouse _____	
HK Permanent ID Card No. _____	
(To enjoy lower interest rate, married couples must submit application form and drawdown the loan simultaneously. The Bank reserves the right to offer another interest rate.)	

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	

OTHER INFORMATION	
1) Total mortgage monthly installment HK\$ _____	
2) Mortgage overdraft / secured overdraft monthly repayment HK\$ _____	
3) Confirmation letter can be sent to my <input type="checkbox"/> Home <input type="checkbox"/> Office Note: If not specified, we will send them to your residential address.	
4) Have you been refused by another bank to establish a banking relationship before? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5) Your source of wealth is / are derived from* _____	
* Optional	

RELATIONSHIP WITH DIRECTOR/EMPLOYEE OF THE BANK	
Are you (a) a staff member, director, substantial shareholder* or person-in-charge of Fubon Bank (Hong Kong) Limited ("Fubon Bank" or the "Bank") or its parent, Fubon Financial Holding Co., Ltd. (including their subsidiaries and branches) or any of its other subsidiaries; or (b) the spouse, parent, sibling or relative of such persons?	
<input type="checkbox"/> Yes. Name of the relevant staff member, director, or substantial shareholder* or person-in-charge: _____ My relationship with the aforementioned person: _____	
<input type="checkbox"/> No. I 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.	
* "Substantial shareholder" means a shareholder holding 5% or more of the issued share capital of a company.	

Note:
If this section is left in blank, the Bank will assume that no such relationship exists, but you will be held responsible for any failure to declare the relevant relationship. If it is found or ascertained that you have made falsified declaration or failed to disclose the relevant relationship, the Bank shall have the right (in its sole discretion) to cancel the loan. If cancelled, all amounts then outstanding will become immediately due and payable to the Bank.

DOCUMENTS REQUIRED

To ensure prompt processing of your application, please make sure you have enclosed copies of the following documents. Documents supplied (including this application form) are not returnable.

1. **HK Permanent ID Card (please provide copy of your valid passport or travel documents if you are not holding a HK Permanent ID card)**
2. **Taiwan I.D. Card / Taiwan Passport (If applicable)**
3. **2016/17 Tax Demand Note (First and Second page)**
4. **Income proof:**
 - a) **Bank statement / passbook showing latest 1 month's salary (with your name and account number shown) ; OR**
 - b) **Latest 1 month's payroll slip;**
5. **Current residential address proof which is received via mail within latest 3 months, e.g. bank statement, utility bill or mobile bill (This document can be waived if your residential address has already shown on your Tax Demand Note which is received via mail within latest 3 months)**
6. **Loan disbursement proof (e.g. bank statement / first page of passbook with your name and account number shown); AND**
7. **Latest 3 month's permanent address proof which is received via mail (if applicable), e.g. bank statement, utility bill or mobile bill, etc.**

Note: For self-employed professional applicants, please provide copies of the latest 3 month's personal bank statement. The Bank reserves the right to request for additional documents from you.

Confirmation and Declaration

1. I warrant and declare that the information of all my other banking and financial commitments given above are true and correct and the bank 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 approve my application for loan/facility.
3. I agree 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 Section 16A, 17 and 18 of the Theft Ordinance.
4. I understand the information I provide herein constitutes personal data as defined in the Personal Data (Privacy) Ordinance and I consent to the Bank using, holding, storing, disclosing and transferring any personal data for credit and lending checkings and purposes in accordance with the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and Consumer Credit Data and deemed as necessary for the processing of this application and referred to in the Major Terms and Conditions of Fixed Term Personal Loan applicable to this loan / facility.
5. I understand that I have the right to request access to or correction of my personal data and that the Bank has a right to charge me a reasonable fee for processing of any data access request.
6. 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 agency ("CRA") 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 CRA or DCA, as the case may be;
 - (c) in the event of any default in repayment, unless the amount in default is fully repaid 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 CRA 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 CRA, 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 CRA, whichever is earlier; and
 - (e) upon termination of the loan/facility account by full repayment of all outstandings and on the condition that there has not been, within 5 years immediately before the loan/facility account termination, any material default in the loan/facility account, I will have the right to instruct the Bank to make a request to the CRA to delete from its database any account data relating to my terminated loan/facility account, as long as the instruction is given within five years of termination.
7. I acknowledge that when the Bank considers my application for loan/facility, the Bank may access and consider a credit report on me from a CRA in its credit decision process.
8. I acknowledge that my loan/facility account is subject to review from time to time in relation to an increase in the loan/facility amount, the curtailing of loan/facility (including the cancellation of loan/facility or a decrease in the loan/facility amount) or the putting in place or implementation of a scheme of arrangement (including amendment of minimum payment or other repayment terms), then in order for the Bank to conduct such reviews during the subsistence of the account the Bank will access and make use of a credit report from a CRA.
9. I further agree to be bound by by the Fubon Personal Loan Terms and Conditions applicable to this loan / facility and confirm that I have read and understood the Summary of Major Terms and Conditions attached. Acceptance of this application, loan amount and the interest rate granted shall be at the sole discretion of the Bank without giving any reason. **I agree that monthly statement of loan/facility account will not be issued by the Bank to me.**
10. **I confirm and undertake that if my application is successfully approved by the Bank, I will continue to maintain my financial condition in order that I will be able to pay all of my debts and liabilities as and when they fall due. I further confirm that as at the date hereof (and I shall continue to maintain in the status), I do not have any overdue payment exceeding 30 days and/or I did not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit or financial accommodation which I have obtained from any other financial institution or third party.**
11. **I further confirm that I am not (or have never been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon me by a credit or nor am I in the process of petitioning for bankruptcy nor do I have the intention to do so. I acknowledge that if I do subsequently file a petition for bankruptcy, then what I have declared above would be incorrect and false and I accept that such would constitute dishonesty and/or fraud on my part.**
12. **I declare that I am the beneficial owner of my loan / facility 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.**

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 Personal Loan promotions 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 and understood, and agree to be bound by the promotion materials, all the above items and the relevant terms and conditions stated in this application form and your Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data#. 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 _____
 Signature of Loan Applicant Date

(Your signature must be the same as your repayment bank account)

#Should you wish to obtain the updated version of our Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data, please feel free to visit any of our branches or our website at www.fubonbank.com.hk, or call Fubon Bank Integrated Customer Service Hotline at 2566 8181.

* "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

Note: If your application is approved, the Bank will contact you and/or issue a loan confirmation letter to you.

FOR BANK USE ONLY	MKT 226	DV	TL	A / D	AO
BRANCH INT	STAFF	PV	CC	A / D	AO

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.
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, default interest and late payment 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.
5. Early repayment of the Loan in full (not part) will be allowed upon receipt of a ten (10) business days' prior written notice by the Bank. You shall also pay for the outstanding under the Loan and interest (according to the reducing balance method adopted by the Bank at its sole discretion, and the Bank also reserves the right, in its sole and absolute discretion to apportion the monthly repayments between interest and principal.) for the period up to the next due date or before, and in addition, you will have to pay an early repayment charge as specified in the Bank's Confirmation Letter (i.e. early repayment charge at 2% of the outstanding loan principal or HK\$1,000, whichever is higher). Any early repayment, subject to the foregoing, shall only be effected on the next monthly due date or before after a prior written notification is given by you to the Bank. If your handling fee is chosen to repay via monthly installment amount, such outstanding handling fee is required to be repaid during early repayment. (outstanding handling fee calculation method= handling fee x outstanding tenor as of early settlement ÷ original tenor)
6. The Bank may terminate the Loan by giving you at least 30 days' prior notice (or upon your request a longer period of notice where it is practicable to do so). However, if you are in breach of 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. You will be bound by the Terms and Conditions for the Phone Banking Service when using our Phone Banking Service provided by the Bank. The Terms and Conditions for the Phone Banking Service will be sent to you together with the Confirmation Letter and it is also obtainable at any of the Bank's branches or by calling Fubon Bank Integrated Customer Service Hotline.
10. The Bank reserves the absolute right to add to, delete from and/or vary any of 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.
11. These Terms and Conditions shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region.

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. 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.)

Key facts Statement (KFS) for Instalment Loan

Fubon Bank (Hong Kong) Limited

Fubon Tax Loan
December 2017

<p>This product is an instalment loan. This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our loan confirmation letter for the final terms of your instalment loan.</p>					
Interest Rates					
Annualized Percentage Rate (APR)	For a loan amount of HK\$100,000:				
	Loan Tenor	6-month	12-month	18-month	24-month
	APR	Not Applicable	4.02% to 5.40%	5.98% to 7.70%	6.67% to 9.05%
<p>Note: The above APRs, 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 include the basic interest rate of the loan and non-refundable handling fee deducted from loan amount.</p>					
Annualized Default Interest Rate	<p>30% In the event of the failure to settle the monthly instalment amount on or before the due date, default interest will be imposed. Default interest is calculated according to the following formula: overdue instalment amount x annualized default interest rate of 30% (calculated on a 360-day per year basis) and in simple interest on a daily basis from the date of default to the date of full repayment of the overdue instalment amount.</p>				
Fees and Charges					
Handling Fee	<p>Handling fee, calculated based on loan tenor and charged base on loan amount 1% (for tenor of 12 months), 1.2% (for tenor of 18 months) or 1.5% (for tenor of 24 months) annually will be paid during loan disbursement. It will be deducted fully from loan amount disbursed or repaid via monthly installment amount (as the case may be).</p>				
Late Payment Fee	Not Applicable				
Early Repayment Charge	<p>Early repayment charge of 2% of outstanding loan principal (according to the reducing balance method adopted by the Bank at its sole discretion, and the Bank also reserves the right, in its sole and absolute discretion to apportion the monthly repayments between interest and principal.) or HK\$1,000 (whichever is higher) in case of early repayment requested by the customer.</p>				
Rejected Autopay Transaction Charge	HK\$100 per autopay rejected transaction				
Additional Information					
Not Applicable					

For personal loan frequently asked questions (such as monthly repayment amount calculation, apportionment of principal and interest in the monthly repayment amounts with reference to mock a personal installment loan repayment example or simulation at which point of time the amount of interest saved by early repayment may not be enough to cover the relevant charges for early repayment etc), please visit <http://www.fubonbank.com.hk/en/loans/personal-loan/faq.html> for details.

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
（2017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」），就開立或延續賬戶、設立或延續銀行信貸或銀行所提供的服務，資料當事人需不時向富邦機構提供有關的資料。
- (b) 若未能向富邦機構提供該等資料，可能會導致有關的富邦機構無法開立或延續賬戶或設立或延續銀行信貸或提供銀行服務。
- (c) 就持續正常銀行及客戶關係，例如，當資料當事人開出支票或存款時、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) 資料當事人的資料可能會被用作下列用途：
- (i) 為資料當事人提供證券、銀行及金融服務和信貸融通所涉及的日常運作；
 - (ii) 於資料當事人申請信貸時及每年（通常一次或多於一次）的定期或特別信貸覆核時，進行信用檢查；
 - (iii) 設立及維持富邦機構的信貸評分模式；
 - (iv) 協助其他金融機構進行信貸檢查及追討欠債；
 - (v) 確保資料當事人持續維持可靠信用；
 - (vi) 設計供資料當事人使用的金融服務或有關產品；
 - (vii) 推廣服務、產品及其他標的（詳情請參閱以下(g)段）；
 - (viii) 確定富邦機構對資料當事人或資料當事人對富邦機構的欠債金額；
 - (ix) 向資料當事人及為資料當事人債務提供抵押品的人士追討欠款；
 - (x) 履行根據下列適用於富邦機構或其集團或任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如稅務條例及其條款中包括那些關於自動交換財務帳戶資料）；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如由稅務局作出或發出包括那些關於自動交換財務帳戶資料的指引或指導）；
 - (3) 富邦機構或其集團或任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xi) 遵守富邦機構集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於富邦機構集團內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (ii) 讓富邦機構的實際或建議承讓人，或就富邦機構對資料當事人享有的權利的參與人或附屬參與人評核其擬承讓、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。
- (e) 富邦機構持有的資料當事人資料將予以保密，但富邦機構可就以上(d)段列明的用途把該等資料提供予下列各方：
- (i) 就富邦機構業務運作向富邦機構提供行政、電訊、電腦、付款、收賬、證券結算、科技外判或其他服務的任何代理人、承辦商或提供第三方服務供應商；
 - (ii) 任何對富邦機構負有保密責任的其他人士，包括承諾保密該等資料的富邦機構集團成員公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有收款人的資料）；
 - (iv) 信貸資料服務機構，以及在資料當事人欠賬時，則可將該等資料提供給追討欠款公司或律師行（統稱「收賬代理」）；
 - (v) 富邦機構或其集團或其任何分行根據對富邦機構或其集團或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望富邦機構或其集團或其任何分行遵守的任何指引或指導，或根據富邦機構或其集團或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vi) 富邦機構的任何實際或建議承讓人或就富邦機構對資料當事人享有的權利的參與人或附屬參與人或受讓人；及
 - (vii) (1) 富邦機構的集團公司；
(2) 第三方金融機構、承保人、保險服務公司、信用卡公司、證券及投資服務供應商；
(3) 第三方獎賞、客戶或會員、合作品牌及優惠計劃供應商；
(4) 富邦機構及富邦機構的集團成員公司的合作品牌夥伴（該等合作品牌夥伴的名稱會於有關服務及產品的申請表格上列明）；
(5) 慈善或非牟利的機構；及
(6) 就以上(d)(vii)段列明的用途而被富邦機構任用之第三方服務供應商（包括但不限於代客寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。
- 該等資料可能被轉移至香港境外。
- (f) 就資料當事人（不論以借款人、按揭人或擔保人身分，以及不論以資料當事人本人單名或與其他人士聯名方式）於2011年4月1日當日或以後申請的按揭有關的資料，富邦機構可能會把下列資料當事人資料（包括不時更新任何下列資料的資料）以富邦機構及／或代理人的名義提供予信貸資料服務機構：

- (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，及以資料當事人本人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（如有有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
- (ix) 就每宗按揭的按揭賬戶結束日期（如適用）。

信貸資料服務機構將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，及以資料當事人本人單名或與其他人士聯名方式）不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據私隱條例核准及發出的個人信貸資料實務守則的規定所限）。

(g) 在直接促銷中使用資料

富邦機構擬把資料當事人資料用於直接促銷，而富邦機構為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：

- (i) 富邦機構可能把富邦機構不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (3) 富邦機構合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (4) 為慈善及／或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由富邦機構及／或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 富邦機構集團成員公司；
 - (2) 第三方金融機構、承保人、保險服務公司、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 富邦機構及富邦機構集團成員公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (5) 慈善或非牟利機構；
- (iv) 除由富邦機構促銷上述服務、產品及促銷標的以外，富邦機構亦擬將以上(g)(i)段所述的資料提供予以上(g)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而富邦機構為此用途須獲得資料當事人書面同意（包括表示不反對）；
- (v) 富邦機構可能因如以上(g)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如富邦機構會因提供資料予其他人士而獲得任何金錢或其他財產的回報，富邦機構會於以上(g)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

提供予其他人士作直接促銷用途，資料當事人可通知富邦機構行使其選擇權拒絕促銷。

- (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) 查閱富邦機構有否持有其資料及查閱該等資料；
 - (ii) 要求富邦機構改正任何有關其不準確的資料；
 - (iii) 查明富邦機構對於資料的政策及實務及獲告知富邦機構持有的個人資料的種類；
 - (iv) 要求獲告知那些資料會被列行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及
 - (v) 就富邦機構向信貸資料服務機構提供的任何賬戶資料（為免生疑問，包括任何賬戶還款資料），於全數清還欠賬後結束賬戶時，指示富邦機構要求信貸資料服務機構自其資料庫中刪除該等賬戶資料，但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額，上次報告期間（即緊接富邦機構上次向信貸資料服務機構提供賬戶資料前不多於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（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期（如有））。
- (i) 如賬戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬（因破產令導致撇賬除外），否則賬戶還款資料（定義見以上(h)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- (j) 如資料當事人因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款，該賬戶還款資料（定義見以上(h)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
- (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。
- (l) 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啟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分。

* 此通知內容以英文原文為準

如資料當事人不希望富邦機構如上所述使用其資料或將其資料

二零一七年一月

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 2017)

- (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 services, products and other subjects (please see further details in paragraph (g) below);
 - (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:
 - (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);
 - (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 sub-participation;
 - (xiii) 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;
 - (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) 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) 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 an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by 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 is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (j) In the event 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.
- (l) 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.

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