

- (f) 同居伴侶；
a cohabitee;
- (g) 配偶的父母、繼父母或領養父母；
a parent, step-parent or adoptive parent of a spouse;
- (h) 配偶的兄弟或姐妹；
a brother or sister of a spouse;
- (i) 子、繼子、女、繼女或領養子女；
a grandson, granddaughter, great grandson or great granddaughter.
- (3) 控權人就任何公司而言 - 根據《銀行業條例》第2條定義指就此條例所有條文而言，指該公司以下任何人是間接控權人或大股東控權人，並就第XIII部條文而言，包括任何屬該公司小股東控權人的人。
Controller, in relation to a company, means, in respect of all the provisions of the Banking Ordinance, any person who is an indirect controller or a majority shareholder controller as defined in section 2(1) of the Banking Ordinance, and includes, in respect of the provision of Part XIII, any person who is a minority shareholder controller of that company.
- (a) 間接控權人就任何公司而言，指所發出的指示或指令獲得該公司的董事、或以該公司為附屬公司的另一間公司的董事慣常按照行事的任何人，但經理人或顧問不包括在內，又如所發出的指示或指令獲得該等董事慣常按照行事的任何人僅是因為該等董事按照該人以專業身分所提供的意見而行事者，則該人亦不包括在內。
“An indirect controller”, in relation to a company, means any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor, or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that on advice given by him in his professional capacity.
- (b) 大股東控權人就任何公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使超過50%表決權或有權控制超過50%表決權的行使的任何人。
“A majority shareholder controller”, in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary.
- (c) 小股東控權人就任何公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使不少於10%但不超過50%表決權或有權控制不少於10%但不超過50%表決權的行使的任何人。
“A minority shareholder controller”, in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary.
- (4) 就《銀行業(風險承擔限度)規則》第94(2)條而言，若屬以下情況，商號、合夥或非上市公司(「受控制實體」)視作由某關連自然人控制 -
For the purpose of Rule 94(2), a firm, partnership or non-listed company (controlled entity) is treated as being controlled by a natural person if -
- (a) 該人擁有受控制實體超過50%的表決權；
the person owns more than 50% of the voting rights in controlled entity;
- (b) 該人根據一份與其他股東(或類似的表決權持有人)的協議，控制受控制實體過半數表決權；
the person has control of a majority of the voting rights in the controlled entity under an agreement with other shareholders (or similar holders of voting rights);
- (c) 該人具有權利，可委任或罷免受控制實體的董事局(或類似的管治團體)過半數成員；
the person has the right to appoint or remove a majority of the members of the controlled entity's board of directors (or similar governing body);
- (d) 受控制實體的董事局(或類似的管治團體)過半數成員的委任，是純粹由於該人行使其表決權；或
a majority of the members of the controlled entity's board of directors (or a similar governing body) have been appointed solely as a result of the person exercising his or her voting rights; or
- (e) 該人依據合約或其他方式而具有權力，對受控制實體的管理或政策，發揮具支配性的影響力。
the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.

選擇在直接促銷中使用個人資料 USE OF PERSONAL DATA IN DIRECT MARKETING

如閣下同意本行在直接促銷中使用閣下的個人資料及/或將閣下的個人資料提供予其他人士，以供該等人士在直接促銷中使用，請在下列方格內口加上剔號(「✓」)。
You should check ("✓") the following box(es) if you do wish the Bank to use your personal data in direct marketing and/or to provide your personal data to other persons for their use in direct marketing.

- 本人/吾等同意貴銀行在經以下渠道作直接促銷中使用本人/吾等的個人資料，或將本人/吾等的個人資料提供予任何其他人士，以供該等人士在直接促銷中使用，不論該等人士是否貴銀行集團成員，及不論貴銀行是否獲得金錢或其他財產的回報：I/We do wish the Bank to use my/our personal data in direct marketing via the following channel(s) or to provide my/our personal data to any other persons for their use in direct marketing, whether or not such persons are members of the Bank's group and whether or not in return for money or other property:
- 直銷郵件 Direct Mail 電話短訊 SMS
 電子推廣郵件 Email 電話 Telephone
 傳真 Fax 以上所有渠道 All of the above channels

以上代表閣下目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代閣下於本申請前向本行傳達的任何選擇。

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.

請注意閣下以上的選擇適用於就本表格隨附之本行「關於個人資料(私隱)條例的客戶及其他個別人士通知」中所列出的產品、服務及/或標的類別的直接促銷。閣下亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及閣下的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

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 "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" (provided together with this form). Please also refer to the Circular 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.

X

主卡申請人簽署
Signature of Principal Card Applicant

X

日期
Date

(請勿塗改。如適用，簽署須與自動轉賬還款賬戶之簽名式樣相同 Please do not alter. If applicable, signature must be the

附屬卡持卡人不用優惠 OFFER NOT APPLICABLE TO SUPPLEMENTARY CARDHOLDER

ICBC AXA安盛全球意外住院保障及ICBC AXA安盛全球旅遊保障，只限ICBC AXA安盛萬事達白金卡 / ICBC AXA安盛銀聯雙幣白金卡 / ICBC瑞士尊貴理財銀聯雙幣鑽石卡之主卡持卡人獲享，相關信用卡之附屬卡持卡人不能透過申請附屬卡而獲享以上保障。

The ICBC AXA Worldwide Accident Health Insurance Coverage and ICBC AXA Worldwide Travel Coverage is only applicable to Principal Cardholder of ICBC AXA Platinum MasterCard / ICBC AXA UnionPay Dual Currency Platinum Card / ICBC Swiss Privilege UnionPay Dual Currency Diamond Card. By applying the Supplementary Card, the Supplementary Cardholder of related Credit Cards will not eligible for the above Insurance Plans. same as the specimen signature of the autopay instruction account.)

1. 以上資料均屬詳實，本人(等)授權中國工商銀行(亞洲)有限公司(「貴銀行」)向本人(等)的僱主(「僱主」)、財務機構及信用諮詢公司或任何其他信用狀況或資料來源查詢核實以上資料，並收取該等資料用以處理及評核這申請，並在本人(等)的申請獲批准後，用以操作本人(等)的賬戶。
2. 本人(等)同意貴銀行通過中國境內金融信用信息基礎數據庫及中國工商銀行行內相關系統獲取本人(等)的信用信息，並可列印、保存和使用本人(等)信用信息，以處理及評核這申請，並在本人(等)的申請獲批准後，用以操作本人(等)的賬戶、授信審批、額度管理及/或貸後管理(如適用)。
3. 本人(等)確認已閱讀及明白中國工商銀行(亞洲)有限公司派發及隨此申請表附上之關於個人資料(私隱)條例的客戶及其他個別人士通知。
4. 根據《個人資料(私隱)條例》所核准及發出的「個人信貸資料實務守則」，銀行現可透過資信調查機構共同分享個人的信貸資料。如本人(等)反對本人(等)的信貸資料被納入有關已取消賬戶的信貸資料報告制度，本人(等)可聯絡貴行的客戶服務熱線218 95588以作安排。
5. 如有任何拖欠還款，除非欠賬金額在由欠賬日期起計60日屆滿前全數清還，否則本人(等)的賬戶資料可在最終清還欠賬金額後，由資信調查機構再保留多5年。
6. 在清還欠款而取消賬戶之時及在緊隨取消賬戶前5年並沒有任何重大的賬戶拖欠的條件下，本人(等)有權指示銀行要求資信調查機構清除其資料庫中有關該取消賬戶的任何賬戶資料。
7. 本人(等)明白及同意貴銀行信用卡處理及打卡過程由貴銀行設於中國內地的外判服務者進行，並由嚴密保安系統及運作程序監管，確保客戶資料絕對保密，除法律規定或經本人(等)同意外，絕不會向第三者(不論是否處於香港)披露。本人(等)亦同意就為信用卡處理和打卡的目的，貴銀行可披露本人(等)的資料予貴銀行之信用卡處理及打卡外判服務提供者。
8. 本人(等)同意及授權貴銀行向廣深鐵路股份有限公司披露本人(等)之香港身份證號碼及/或其他個人資料(如適用)及將該等個人資料記錄在聯名卡芯片上以便乘搭中國內地列車之用。(只適用於ICBC銀聯雙幣信用卡)
9. 本人(等)明白及同意貴銀行有權要求本人(等)呈交其他文件。
10. 本人(等)並授權貴銀行向下述者披露本人(等)及/或此項申請及/或本人(等)的賬戶之任何資料，可獲披露及可運用資料者為：(i)貴銀行聘用之員工、代理人及承包商，用以處理及核實此申請；(ii)貴銀行聘請的服務提供者，對客戶賬戶的操作(包括信用管理服務)和賬戶服務之市場推廣服務；(iii)中國工商銀行及其附屬機構及(iv)在信用卡上出現其名稱或標誌的第三者。本人(等)亦明白及同意貴銀行將本人(等)之資料從香港轉調至其他地方，包括中國內地。**本人(等)亦明白及同意貴銀行可利用本人(等)之資料及/或本人(等)於貴銀行賬戶之資料作以下服務及產品的市場推廣用途(不論銀行是否從中獲取酬勞):-(i)財務、保險、信用卡、銀行及相關服務及產品；(ii)獎賞、回饋或優惠活動及相關服務及產品；及(iii)銀行的聯營伙伴提供的服務及產品(視乎情況而定，提供有關服務及產品之聯營伙伴名稱可於申請表上找到)；及此類服務或產品可能會由以下人士提供及/或推廣：(i)銀行及銀行的集團公司；(ii)第三者財務機構、保險公司、信用卡公司、證券及投資服務提供者；(iii)第三者獎賞、回饋或優惠活動提供者；及(iv)銀行及銀行的集團公司的聯營伙伴。**本人(等)明白本人(等)有權選擇不參與此類市場推廣活動。
11. 本人(等)並同意完全遵守中國工商銀行(亞洲)有限公司信用卡持卡人

合約-銀聯雙幣信用卡、中國工商銀行(亞洲)有限公司信用卡持卡人合約及其後可能修訂之條款(「該合約」)，該合約將在申請獲得批准後與卡一併發出給本人(等)。

12. 本人(等)謹此鄭重及真誠地作出如下聲明：(i)本人(等)從未於香港或任何其他地方，被宣告破產，或成為任何破產案件或相類似的法律程序的被申請者，或受任何接管令或相類似命令的約束；及(ii)本人(等)已經小心及謹慎地考慮過本人(等)的資產及負債情況。本人(等)並無任何意圖，於香港或任何其他地方，申請本人的破產令或相類似的命令，或向本人(等)的債權人作出任何個人自願安排或相類似的安排的建議，而本人(等)亦不覺得有任何理由需要提出任何上述申請或建議。
13. 本人(等)聲明本人(等)名下由其他金融或財務機構發出之信用卡及/或個人貸款並沒有因欠賬而被取消，並聲明本人(等)現於其他金融或財務機構之貸款(包括信用卡及其他貸款)並沒有逾期還款超過30天。
14. 本人(等)同意若在信貸還款期間遇上還款困難，得儘早通知貴行。
15. 如本人(等)與貴銀行董事或職員有任何親屬關係，本人(等)將以書面通知貴銀行。
16. 本人(等)明白若在此申請中蓄意作出虛假陳述意圖行騙，本人可能受刑事檢控。
17. 本人(等)已細心閱讀並清楚明白隨附於本申請表內的中國工商銀行(亞洲)有限公司信用卡持卡人合約之主要條款及細則-銀聯雙幣信用卡及中國工商銀行(亞洲)有限公司信用卡持卡人合約之主要條款及細則-所有港幣信用卡。

注意事項：

1. 除獲銀行豁免，每張信用卡年費分別為：

	主卡	附屬卡
Visa Infinite卡	HK\$6,800	HK\$3,000
聯營鑽石卡 / 萬事達世界卡	HK\$1,900	HK\$950
Visa Signature卡	HK\$1,800	HK\$900
白金卡 / ICBC銀聯雙幣鑽石卡	HK\$1,000	HK\$500
金卡 / 鈦金卡	HK\$480	HK\$240
普通卡	HK\$240	HK\$120

根據銀行營運守則採用淨現值法計算，零售交易及現金透支之實際年利率分別為16.08%-31.89%及18.06%-36.76%。

2. 主卡及/或附屬卡持卡人均可提出暫停和取消附屬卡。在提出要求後，有關之附屬卡應儘快退回本行。在有關附屬卡退回，或於本行可實施遺失信用卡處理程序前，主卡持卡人須對該附屬卡發生之任何付款及有關費用支出負責。
3. 信貸資料是指個人的信貸程度(如信用額度及未償還金額)及還款記錄。
4. 作為申請用途，銀行將查閱資信調查機構的資料庫，以進行申請人的信貸檢討。
5. 中國工商銀行(亞洲)有限公司對此申請之審批/拒絕、信用額度及有關年利率將保留絕對決定權並毋須作出任何解釋。

註：所有提交之文件(包括此申請表)無論此申請批准與否，恕不退還。

DECLARATION

- I/We confirm that the above information is true and complete and hereby authorize Industrial and Commercial Bank of China (Asia) Limited ("the Bank") to contact my/our employers, financial and credit institutions or any other credit or information sources for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my/our application is approved, for the operation of my/our account(s).
- I/We agree and authorize the Bank to obtain my/our credit information through the financial credit information database in Mainland China and the relevant system of Industrial and Commercial Bank of China Limited and to print, save and use of my/our credit information for the purposes of processing and evaluation of this application and, if my/our application is approved, operating my/our account(s), credit approval, credit management, post-loan management (if applicable).
- I/We confirm that I/we have read and understood the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" which is available at the Bank for customers' collection and enclosed with this application form.
- In accordance with the terms of the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance, credit data of individuals may now be shared by banks through credit reference agencies. If I/we do not wish my/our credit data to be included in the credit data reporting system in respect of closed account data, I/we may contact your Customer Service Hotline on 218 95588 for arrangement.
- In the event of any default in repayment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I/we shall be liable to have my/our account data retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
- Upon termination of the account by full payment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, I/we shall have the right to instruct the Bank to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.
- I/We understand and agree that the card processing and the card embossing activities in relation to the Card will be conducted by service provider(s) of the Bank in Mainland China under strict security measures and operational controls to ensure that any information of the cardholders be kept strictly confidential and will not be disclosed to any third party (whether in Hong Kong or elsewhere), except as required by law, or with my/our consent. I/We hereby also consent to the disclosure of my/our information to the service provider(s) of the Bank for the purpose of providing the card processing and the card embossing services to the Bank by such service provider(s).
- I/We agreed and authorized the Bank to disclose my/our HKID Card Number and/or other personal information (if applicable) to Guangshen Railway Co., Ltd. and save my personal data in the chip of co-brand card for the purpose to facilitate the taking of train with the co-brand card in Mainland China. (only applicable to ICBC UnionPay Dual Currency Credit Card)
- I/We agree that the Bank reserves the right to request other supporting documents from me/us.
- I/We further authorize the Bank to disclose any information regarding me/us and/or this application and/or my/our account(s) with the Bank confidentially to (i) the Bank's employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties retained by the Bank to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Industrial and Commercial Bank of China Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the Card. I/We also understand and agree that the Bank may transfer to and use my/our data in Hong Kong or Mainland China. **I/We also understand and agree that the Bank may use the information regarding me/us and/or my/our account(s) with the Bank for marketing the following services and products (in respect of which the Bank may or may not be remunerated):- (i) financial, insurance, credit card, banking and related services and products; (ii) reward, loyalty or privileges programmes and related services and products; and (iii) services and products offered by the Bank'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 these services or products may be provided and/or marketed**

by: (i) the Bank and Bank's group companies; (ii) third party financial institutions, insurers, credit card companies, securities and investment services providers; (iii) third party reward, loyalty or privileges or programme providers; and (iv) co-branding partners of the Bank and the Bank's group companies. I/We understand that I/we have the right to opt out of such marketing programs.

- I/We agree to be bound by the terms and conditions of the Credit Card Cardholder Agreement-ICBC UnionPay Dual Currency Credit Card, Credit Card Cardholder Agreement and any further amendment on the terms and conditions thereafter, a copy of which will be sent to me/us with the Card.
- I/We hereby solemnly and sincerely declare that (i) I/we have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of receiverships or similar order, in Hong Kong or elsewhere; and (ii) I/we have carefully and conscientiously considered the status of my/our assets and liabilities. I/We have no intention to petition for my/our own bankruptcy or for any similar order, or propose to enter into with my/our creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I/we see any reason why I/we should do so.
- I/We declare that I/we did not own any credit card and/or personal loan issued by other financial institutions that was cancelled due to default payment and also declare that I/we currently do not have any overdue payment (including credit card and other loans) on other financial institutions exceeding 30 days.
- I/We agree to inform the Bank as soon as possible of any difficulty in repaying or servicing the credit payment over the credit period.
- I/We agree to inform the Bank in writing if I/we have any relationship with any of the Bank's directors or employees.
- I/We understand that if I/we knowingly make any false statement in my/our application with an intention to deceit, I/we may be liable for criminal prosecution.
- I/We have carefully read and fully understand the Major Terms and Conditions of the Credit Card Cardholder Agreement - UnionPay Dual Currency Credit Card and the Major Terms and Conditions of the Credit Card Cardholder Agreement - All HKD Credit Card enclosed on this application form.

Notes:

- Subject to waiver by the Bank, annual fee of each card as follow:

	Principal Card	Supplementary Card
Visa Infinite Card	HK\$6,800	HK\$3,000
Co-brand Diamond Card / World Mastercard	HK\$1,900	HK\$950
Visa Signature Card	HK\$1,800	HK\$900
Platinum Card / ICBC UnionPay Dual Currency Diamond Card	HK\$1,000	HK\$500
Gold / Titanium Card	HK\$480	HK\$240
Classic Card	HK\$240	HK\$120

According to the guideline of the Code of Banking Practice, the Annualized Percentage Rate is calculated based on the Net Present Value (NPV) method; the Annualized Percentage Rates for retail purchase and cash advance are 16.08%-31.89% and 18.06%-36.76% respectively.

- Either the Principal or the Supplementary Cardholder can request the termination and suspension of the Supplementary Card. Upon such request, the Card must be returned to the Bank as soon as possible. Principal Cardholder shall remain liable for any payments arising from the use of the Card and any related charges until the Card is returned to the Bank or the Bank is able to implement the procedures which apply to lost cards.
- Credit data refer to information on an individual's credit exposure (e.g. credit limits and outstanding amounts on credit facilities) and payment history.
- The Bank may, for the purpose of the application, conduct a credit review on the applicant by accessing the credit reference agency's database.
- Approval/Rejection of the application, assignment of credit limit(s) and corresponding interest rate(s) shall be at the sole discretion of the Bank without giving any reason.

Remark: Documents supplied (including this application form) are not returnable no matter this application is approved or not.

中國工商銀行(亞洲)有限公司

信用卡持卡人合約之主要條款及細則 - 適用於所有港幣信用卡

為配合「銀行營運守則」的規定，中國工商銀行(亞洲)有限公司(「銀行」)於本文件概述信用卡持卡人合約(「合約」)中，可能對閣下施予重大責任或義務的主要條款及細則，敬希垂注。除非另有定義，否則在本文中使用的詞語的定義載於相關合約。

1. 保障信用卡的安全與私人密碼、電子卡賬戶號碼及一次性密碼

信用卡持卡人必須於收到信用卡後，在實體卡上的簽署欄立即簽署，及/或以銀行不時指定之方式確認收妥信用卡。信用卡持卡人不應允許任何其他人士使用信用卡或信用卡賬戶，並有責任在任何時候保障信用卡、私人密碼、電子卡賬戶號碼及所有一次性密碼的安全(包括將實體卡保管於其個人控制下)。信用卡持卡人不應透露私人密碼、電子卡賬戶號碼或任何一次性密碼予任何其他人士，並須秉誠行事、合理地謹慎及致力把私人密碼、電子卡賬戶號碼及/或所有一次性密碼保密。當任何信用卡懷疑或被發現遺失、被竊或被披露，信用卡持卡人需切實可行盡快(透過熱線)通知銀行。如未有履行上述責任，信用卡持卡人則須對銀行因信用卡被未經授權使用而招致的一切損失及損害負全責。

2. 遺失信用卡與披露私人密碼、電子卡賬戶號碼或一次性密碼之最高責任限額

在信用卡持卡人並無欺詐行為或嚴重疏忽，並已履行上文第1條所述之責任的前提下，信用卡持卡人就信用卡被用作未獲授權交易之最高責任為港幣500元(此限額僅適用於與信用卡賬戶關連的損失，且不涵蓋任何現金透支)。

若信用卡持卡人有欺詐行為或嚴重疏忽，或未有履行上文第1條所述之責任，則須對銀行因信用卡被用作未獲授權交易而招致的一切直接或間接的損失及損害承擔所有責任。

倘於信用卡持卡人通知銀行信用卡、私人密碼、電子卡賬戶號碼或任何一次性密碼遺失、被竊或被任何其他人士知悉前，信用卡被用作未獲授權交易，則信用卡持卡人可能需要承擔損失。

3. 財務費用

根據「銀行營運守則」的規定，財務費用將按實際年利率計算。

4. 服務費用

信用卡持卡人須支付結單上提及之有關使用任何相關服務衍生的未結餘額、收費及手續費。有關詳情，請參閱銀行之收費表。

5. 強制執行的費用

信用卡持卡人須清償所有因銀行於執行或試圖執行合約時產生之一切適當地招致的合理費用，包括律師費、債務託收公司的費用及開銷。

6. 信用卡持卡人的責任

賬戶持有人須就信用卡賬戶下的所有信用卡(包括任何附屬信用卡)的使用尚欠銀行的收費總額負責。

附屬卡信用卡持卡人僅須與賬戶持有人共同及各別承擔就其本身對信用卡的使用所致的收費。

7. 審閱結單

信用卡持卡人必須仔細檢閱每份結單。如有任何問題，信用卡持卡人須自該結日期起計60天內書面通知銀行，否則結單(包括其中所列出的任何未獲授權收費)將被視為最終。

8. 抵銷權

銀行有權隨時及毋須事先通知而將銀行賬目內賬戶持有人或信用卡

持卡人的結餘的任何款項作出抵銷或調動，不論該款項為單獨或與他人共同持有，亦不論為港幣或任何其他貨幣，用以償還從信用卡賬戶支取的總金額(或就信用卡持卡人而言，用以償還就其本人使用信用卡而在信用卡賬戶產生的收費總金額)。如銀行行使此抵銷權或進行調動，銀行將立即通知賬戶持有人或信用卡持卡人。

9. 終止信用卡

銀行可隨時終止信用卡而毋須給予通知或任何理由。

賬戶持有人可隨時向銀行發出合理書面通知終止信用卡賬戶，而信用卡持卡人亦可隨時向銀行發出合理書面通知終止信用卡。就實體卡而言，信用卡持卡人須將實體卡剪成兩半或劃花，並將其歸還銀行。

10. 修訂合約

銀行可不時對合約及信用卡項下的費用、收費、利率及收費率作出修訂。如賬戶持有人或信用卡持卡人於任何修訂生效的日期後使用或保留其信用卡，則將被有關修訂約束。如賬戶持有人或信用卡持卡人不能接納有關修訂，信用卡持卡人可根據上文第9條向銀行發出合理書面通知終止信用卡及/或信用卡賬戶，並(就實體卡而言)將已剪成兩半或劃花的實體卡歸還銀行。

11. 要求即時清還結欠權利

銀行保留權利要求即時全數清還尚未支付收費。

12. 外幣簽賬

就使用港幣信用卡進行港幣以外貨幣的交易(若被銀行接納)，外幣將按銀行於兌換當日所報的適用匯率折算為港幣並從信用卡賬戶扣賬。

備註：

如本文件的中、英文本有任何歧義，則以英文本為準。以上條款及細則概要只供參考。一切以相關合約全文為準，請信用卡持卡人細閱全文。

信用卡持卡人合約全文可於中國工商銀行(亞洲)有限公司任何一間分行索取，並會於其網站刊登，及將會隨信用卡附上予信用卡持卡人。申請人所提供的資料，銀行會根據《關於個人資料(私隱)條例的客戶及其他個別人士通知》的條款作出處理。

信用卡一經簽署或使用，信用卡持卡人將被視作同意相關合約內的所有條款及細則，並受其約束。如有任何查詢，請致電中國工商銀行(亞洲)有限公司24小時客戶服務熱線218 95588。

Major Terms and Conditions of Industrial and Commercial Bank of China (Asia) Limited Credit Card Cardholder Agreement - applicable to HKD Credit Card

In compliance with the requirements of the Code of Banking Practice, Industrial and Commercial Bank of China (Asia) Limited ("**Bank**") has outlined in this document the major terms and conditions of the Credit Card Cardholder Agreement ("**Agreement**") which may impose significant liabilities or obligations on your part for your particular attention. Unless otherwise specified, the terms used in this document are defined in the relevant Agreement.

1. Safety of the Card and Secrecy of the PIN, Digital Card Account Number and OTP

The Cardholder must, immediately upon receipt of a Card, sign on a Physical Card in the signature panel provided, and/or confirm receipt of a Card in the way required by the Bank. The Cardholder should not permit any other Person to use the Card or Card Account and has the responsibility to safeguard the Card, the PIN, the Digital Card Account Number and all OTP at all times (including keeping the Physical Card under the Cardholder's personal control). The Cardholder shall not disclose the PIN, the Digital Card Account Number or any OTP to any other Person and shall act in good faith, exercise reasonable care and diligence in keeping the PIN, the Digital Card Account Number and/or all OTP in secret. Upon suspicion or discovery of loss or theft of the Card, or disclosure of PIN, Digital Card Account Number or any OTP, the Cardholder should report to the Bank (through the Hotline) as soon as reasonably practicable. Failure to observe the above, the Cardholder shall be fully liable for all losses and damages suffered by the Bank arising from the unauthorized use of the Card.

2. Maximum Liability for Card Loss and Disclosure of PIN, Digital Card Account Number or OTP

Provided that the Cardholder has not acted fraudulently or with gross negligence and has observed his responsibilities stated in Clause 1 above, the maximum liability of the Cardholder for unauthorized use of the Card (in relation to loss of the Card Account but not in relation to any cash advances) will be HK\$500.

Where the Cardholder has acted fraudulently or with gross negligence, or failed to observe his responsibilities stated in Clause 1 above, he shall be fully liable for all losses and damages suffered by the Bank arising directly or indirectly from the unauthorized use of the Card.

The Cardholder may have to bear a loss for an unauthorized use of the Card before the Cardholder has notified the Bank that the Card, the PIN, the Digital Card Account Number or any OTP has been lost or stolen or may be known by any other Person.

3. Finance Charges

Finance Charges quoted shall be calculated based on the annualised percentage rate according to the requirements of the Code of Banking Practice.

4. Payment

The Cardholder shall pay the outstanding balances, the charges and handling fees incurred for any relevant service(s) printed on the Statement. For details, please refer to the Fee Schedule of the Bank.

5. Expenses of Enforcement

The Cardholder shall indemnify the Bank in respect of any and all reasonable expenses properly incurred by the Bank in enforcing or attempting to enforce the Agreement including all reasonable legal fees, charges of debt collection agencies and disbursements.

6. Liability of the Cardholder

The Account Holder shall be liable for the use and the total amount of Charges due to the Bank in respect of all Cards (including any supplementary Card) in respect of the Card Account.

A supplementary Cardholder shall be liable jointly and severally with the Account Holder to the Bank for the Charges attributable to his own use of a Card.

7. Examination of the Statement

The Cardholder must examine each Statement carefully. In case of

any query, the Cardholder must notify the Bank in writing within 60 days from the issue date of the Statement, otherwise, the Statement (including any unauthorized Charges contained therein) shall be final.

8. Right to Set-off

The Bank shall have the right to set-off or transfer at any time without prior notice, any monies of whatever description standing in the books of the Bank to the credit of the Account Holder or the Cardholder, whether held singly or jointly with others and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount debited to the Card Account (or, in the case of the Cardholder, the total amount of Charges in the Card Account attributable to his own use of the Card). The Bank shall promptly notify the Account Holder or the Cardholder if the Bank exercises its rights of set-off or transfer.

9. Termination of the Card

The Bank may at any time terminate the Card without giving any reasons and with or without notice. The Account Holder may terminate the Card Account and the Cardholder may cancel a Card by giving reasonable notice in writing to the Bank at any time. For a Physical Card, the Cardholder shall cut the Card into halves or deface the Card returning them to the Bank.

10. Amendments on the Agreement

The Agreement and any fees, charges and interest and charge rates imposed on the Card may be amended from time to time by the Bank. The Account Holder and the Cardholder will be bound by the amended terms and conditions if he continues to use or retain the Card after the specified effective date of amendment. The Cardholder has the right to terminate the use of the Card and/or the Card Account by giving written notice to the Bank in accordance with Clause 9 and (in the case of a Physical Card) returning the Card (duly cut in two or otherwise defaced) to the Bank if the Account Holder or the Cardholder does not accept the amendment.

11. Bank's Right to Demand Immediate Payment

The Bank reserves the right to demand immediate repayment of outstanding Charge in full.

12. Transactions in Foreign Currencies

Transactions in any currency other than Hong Kong Dollars of HKD Credit Card (if accepted by the Bank) will be converted into Hong Kong Dollars at exchange rate quoted by the Bank on the day of conversion and be debited to the Card Account.

Notes:

If there is any inconsistency between English and Chinese versions of this document, the English version should prevail. Please note that the above summarized terms and conditions are for reference only. The Cardholder should read the full version of the relevant Agreement, which shall prevail in the event of discrepancy.

The full version of the Agreement is available at any branch of Industrial and Commercial Bank of China (Asia) Limited and on its website, and will be sent to the Cardholder along with the Card. The Bank will handle applicant's information according to the terms of Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance.

By using or signing the Card, the Cardholder will be deemed to have accepted all the terms and conditions contained in the relevant Agreement and will be bound by them. For any enquiries, please call Industrial and Commercial Bank of China (Asia) Limited 24-hour Customer Service Hotline at 218 95588.

主要條款及細則信用卡流動支付服務 Major Terms and Conditions Credit Card Mobile Payment Services

為配合「銀行營運守則」的規定，中國工商銀行(亞洲)有限公司(「銀行」)於本文件概述信用卡流動支付服務條款和條件(「條款和條件」)中，可能對閣下施予重大責任或義務的主要條文，敬希垂注。除非另有定義，否則在本文中使用的詞語的定義載於條款和條件。

1. 信用卡流動支付服務包括中國工商銀行信用卡流動支付服務及第三方流動支付服務。

使用第三方流動支付服務

- 信用卡持卡人必須透過第三方流動支付應用程式登記及啟動流動卡，方可使用第三方流動支付服務。銀行可接納或拒絕信用卡持卡人登記、啟動或使用流動卡，而毋須給予任何理由。
- 銀行並不擁有、操作或控制第三方流動支付服務，並且不對第三方流動支付服務供應商或其聘請、委任或提名的任何第三者向信用卡持卡人提供的任何服務及/或資料負責。
- 對於與銀行的所有往來及其使用流動卡，信用卡持卡人須於任何時間秉誠行事，並且不得使用流動卡及/或第三方流動支付服務作任何非法購買及/或用途。
- 信用卡持卡人可從流動裝置內揀選流動卡，使用第三方流動支付服務：(a)於商戶可接受使用流動卡的非接觸式付款的非接觸式商戶終端機或閱讀器，進行非接觸式付款，及(b)於參與第三方流動支付服務的商戶，進行應用程式內建付款或以其他電子交易方式進行付款。

使用中國工商銀行信用卡流動支付服務

- 信用卡持卡人必須登入由銀行不時指定的來源處取得最新版本的中國工商銀行手機銀行應用程式，以安裝流動卡。
- 為使用中國工商銀行信用卡流動支付服務，信用卡持卡人須以其所指定的用戶身份及用戶密碼登入中國工商銀行手機銀行應用程式，再登入中國工商銀行信用卡流動支付服務。中國工商銀行信用卡流動支付服務有效時限為銀行不時所訂明。交易只能在上述有效時限內進行。
- 強烈建議信用卡持卡人啟動其近場通訊(NFC)智能電話的電話解鎖驗證碼功能作為保安措施。
- 交易完成後，信用卡持卡人應保留付款單據作記錄，關閉近場通訊(NFC)智能電話的近場通訊(NFC)功能，以及(透過中國工商銀行手機銀行應用程式)登出中國工商銀行信用卡流動支付服務。為免生疑問，中國工商銀行信用卡流動支付服務將於銀行不時訂明的時間內維持有效，即使中國工商銀行手機銀行應用程式經已登出。
- 信用卡持卡人可在其近場通訊(NFC)智能電話安裝最多5張流動卡(或銀行可能不時訂明的流動卡數目上限)。首張連結至並安裝於近場通訊(NFC)智能電話的流動卡會在中國工商銀行信用卡流動支付服務中自動設定為進行任何交易時付款的默認主要信用卡。信用卡持卡人可透過中國工商銀行手機銀行應用程式為中國工商銀行信用卡流動支付服務選擇另一流動卡。

信用卡持卡人就信用卡流動支付服務的責任

- 信用卡持卡人須採取合理措施妥善保管所有流動卡及流動裝置，亦須將所有流動卡及流動裝置保管在其個人控制之內。
- 信用卡持卡人必須在切實可行的合理情況下採取條款和條件、任何相關的用戶協議及信用卡持卡人合約所載的保安防範措施。信用卡持卡人須自行及絕對承擔未有採取銀行及/或第三方流動支付服務供應商不時推薦的任何保安防範措施之全部風險。銀行將不會向信用卡持卡人就此所蒙受或引致的任何損失或損害承擔任何責任。
- 信用卡持卡人的信用卡及相關流動卡將共用同一信用限額。
- 銀行可隨時終止信用卡流動支付服務(或其任何部分)及/或其下提供的任何服務及/或不批准進行任何擬進行之交易，而毋須給予任何理由。銀行可隨時給予或不給予通知或原因，暫停、註銷、取消及/或終止流動卡，而毋須就此給予任何理由。
- 信用卡持卡人須就使用流動卡或流動裝置而承擔任何流動網絡營運商徵收的任何費用及收費或任何其他第三者，就信用卡流動支付服務的使用而徵收的任何費用及收費。

備註：

如本文件的中、英文本有任何歧義，則以英文本為準。以上條款及細則概要只供參考。如有任何歧義，一切以條款和條件全文為準，請信用卡持卡人細閱全文。

條款和條件全文可於中國工商銀行(亞洲)有限公司任何分行索取，並會於其網站刊登。

信用卡持卡人使用信用卡流動支付服務(包括登記及/或啟動流動卡)，即被視作同意條款和條件、相關信用卡持卡人合約及(如適用)第三方流動支付服務供應商指明的每份相關的用戶協議載列的所有條文，並受其約束。如有任何查詢，請致電中國工商銀行(亞洲)有限公司24小時客戶服務熱線218 95588。

In compliance with the requirements of the Code of Banking Practice, Industrial and Commercial Bank of China (Asia) Limited ("Bank") has outlined in this document the major provisions of the Terms and Conditions for Credit Card Mobile Payment Services ("Terms and Conditions") which may impose significant liabilities or obligations on your part for your particular attention. Unless otherwise specified, the terms used in this document are defined in the Terms and Conditions.

- Credit Card Mobile Payment Services include ICBC Card Mobile Payment Services and Third Party Mobile Payment Services.

Use of Third Party Mobile Payment Services

- The Cardholder must register and activate a Mobile Card via the Third Party Mobile Payment App in order to use the Third Party Mobile Payment Services. The Bank may accept or reject any request from a Cardholder to register, activate or use a Mobile Card without giving any reasons.
- The Bank does not own, operate or control the Third Party Mobile Payment Services, and is not responsible for any service and/or information provided to the Cardholder by the Third Party Mobile Payment Service Provider or any third party engaged, appointed or nominated by the Third Party Mobile Payment Service Provider.
- The Cardholder shall act in good faith at all times in relation to all dealings with the Bank and his/her use of a Mobile Card, and shall not use a Mobile Card and/or the Third Party Mobile Payment Services for any illegal purchase and/or purposes.
- The Cardholder may select a Mobile Card in the Mobile Device to use the Third Party Mobile Payment Services to make (a) contactless payments at merchants' contactless-enabled point-of-sales terminals or readers that accept contactless payments using a Mobile Card, and (b) in-app or other digital commerce payments at merchants participating in the Third Party Mobile Payment Services.

Use of the ICBC Card Mobile Payment Services

- The Cardholder must log into the latest version of the ICBC Mobile Banking App made available from a source designated by the Bank from time to time in order to install a Mobile Card.
- In order to use the ICBC Card Mobile Payment Services, the Cardholder is required to log into the ICBC Mobile Banking App by using the User ID and the Password designated by the Cardholder and then log on the ICBC Card Mobile Payment Services. The ICBC Card Mobile Payment Services will remain valid for such time period as the Bank may prescribe from time to time. Transactions can only be effected within such validity period.
- The Cardholder is strongly recommended to turn on the phone unlock passcode function on the Cardholder's NFC Smartphone as a security feature.
- After the transaction is completed, the Cardholder should keep the payment slip as record turn off the NFC function of the NFC Smartphone, and log off the ICBC Card Mobile Payment Services (via the ICBC Mobile Banking App). For the avoidance of doubt, the ICBC Card Mobile Payment Services will remain valid for such time period as the Bank may prescribe from time to time, even if the ICBC Mobile Banking App is logged off.
- The Cardholder may install up to 5 Mobile Cards (or to such maximum number of Mobile Cards as the Bank may prescribe from time to time) to the Cardholder's NFC Smartphone. The first Mobile Card linked and installed to a NFC Smartphone is set by default as the principal card of the ICBC Card Mobile Payment Services to effect payment. The Cardholder may choose another Mobile Card for the ICBC Card Mobile Payment Services using the ICBC Mobile Banking App.

Responsibilities of Cardholder in respect of Credit Card Mobile Payment Services

- The Cardholder shall take reasonable care of all Mobile Cards and the Mobile Device and keep all Mobile Cards and Mobile Device safely under the Cardholder's personal control.
- The Cardholder shall take the security precautions set out in the Terms and Conditions, any relevant user agreement and the Cardholder Agreement where reasonably practicable. Failure to take any security precautions in relation to the a Mobile Card, the Mobile Device, or the Credit Card Mobile Payment Services as may be recommended by the Bank and/or the Third Party Mobile Payment Service Provider from time to time shall be at the sole and absolute risk of the Cardholder. The Bank shall not be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.
- The Cardholder's Credit Card and the related Mobile Card share the same credit limit.
- The Bank may at any time, with or without notice or cause, cease to subscribe to the Credit Card Mobile Payment Services (or any part thereof) and/or any services offered thereunder and/or disapprove any transaction proposed to be effected thereby without giving any reason. The Bank may at any time with or without notice or cause, suspend, de-register, cancel and/or terminate a Mobile Card without giving any reason.
- The Cardholder shall bear any fees and charges which may be imposed by any mobile network operator for using a Mobile Card or Mobile Device or by any other third parties in relation to the use of the Credit Card Mobile Payment Services.

Notes:

If there is any inconsistency between English and Chinese versions of this document, the English version should prevail. Please note that the above summarized terms and conditions are for reference only. The Cardholder should read the full version of the Terms and Conditions, which shall prevail in the event of discrepancy.

The full version of the Agreement is available at any branch of Industrial and Commercial Bank of China (Asia) Limited and on its website.

By using Credit Card Mobile Payment Services (including registering and/or activating a Mobile Card), the Cardholder will be deemed to have accepted all the provisions contained in the Terms and Conditions, the relevant Cardholder Agreement and (if applicable) each relevant user agreement as specified by the Third Party Mobile Payment Service Provider, and will be bound by them. For any enquiries, please call Industrial and Commercial Bank of China (Asia) Limited 24-hour Customer Service Hotline at 218 95588.

**ICBC信用卡服務收費表
(一般港幣信用卡)**

利率和財務費用															
購物簽賬實際年利率	當您開立賬戶時，購物簽賬實際年利率為 16.08%-31.89%* ，但會不時作出檢討。如果您在每月的到期還款日或之前支付全數結欠，銀行不會向您收取利息。否則，利息將按： (i) 未清付的結欠金額從上期結單日之翌日起按日計算直至全數償還為止，及 (ii) 每項新信用卡交易(在上期結單日後記賬的)亦將由該項交易的記賬日起按日計算直至全數償還為止。														
現金透支實際年利率	當您開立賬戶時，現金透支實際年利率為 18.06%-36.76%* ，但會不時作出檢討。利息會由記賬日起按日計息，直至全數償還為止。														
免息還款期	長達 55天 (免息還款期並不適用於現金透支交易)														
最低還款額	所有利息及費用、逾期繳款金額(如有)及超逾信用卡金額(如有)，加1%結欠本金。(最低收費為HK\$50，以較高者為準)														
收費項目															
年費(以每張卡計)	<table border="0"> <thead> <tr> <th>主卡</th> <th>附屬卡</th> </tr> </thead> <tbody> <tr> <td>Visa Infinite卡 HK\$6,800</td> <td>HK\$3,000</td> </tr> <tr> <td>萬事達世界卡 HK\$1,900</td> <td>HK\$950</td> </tr> <tr> <td>Visa Signature卡 HK\$1,800</td> <td>HK\$900</td> </tr> <tr> <td>白金卡 HK\$1,000</td> <td>HK\$500</td> </tr> <tr> <td>金卡 / 鈦金卡 HK\$480</td> <td>HK\$240</td> </tr> <tr> <td>普通卡 HK\$240</td> <td>HK\$120</td> </tr> </tbody> </table> <p>(銀行將於每張新卡發出時或該卡發出後的每個周年日收取年費。)</p>	主卡	附屬卡	Visa Infinite卡 HK\$6,800	HK\$3,000	萬事達世界卡 HK\$1,900	HK\$950	Visa Signature卡 HK\$1,800	HK\$900	白金卡 HK\$1,000	HK\$500	金卡 / 鈦金卡 HK\$480	HK\$240	普通卡 HK\$240	HK\$120
主卡	附屬卡														
Visa Infinite卡 HK\$6,800	HK\$3,000														
萬事達世界卡 HK\$1,900	HK\$950														
Visa Signature卡 HK\$1,800	HK\$900														
白金卡 HK\$1,000	HK\$500														
金卡 / 鈦金卡 HK\$480	HK\$240														
普通卡 HK\$240	HK\$120														
現金透支手續費	每項現金透支均須繳付手續費及財務費用。財務費用由現金透支之記賬日計起，直至現金透支全數清還。每次為現金透支金額之 3% (最低收費為HK\$50)														
外幣簽賬兌換收費 (不適用於銀聯雙幣信用卡)	所有外幣簽賬均折算為港幣後記入您的信用卡賬戶內。由於市場匯率波動，實際採用之匯率可能與簽賬日之匯率有所不同。每項非港幣交易將收取 1.9% (已包括交易金額之 1% 卡協會的匯兌收費及 0.9% 本行所收取的費用)。														
以港幣支付外幣簽賬的有關費用	客戶在外地消費時，有時候可選擇以港幣支付外幣簽賬。此選項屬海外商戶的直接安排，而非由信用卡發卡機構提供。客戶應於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以港幣支付外幣簽賬，所涉的費用可能會較以外幣簽賬的手續費為高。銀行不會就港幣支付外幣簽賬的交易收取費用。														
逾期費用	如您在「到期還款日」尚未繳付「最低還款額」，須付逾期費用。最低還款額之 5% (最低收費為 HK\$130 或為上期月結單的最低還款額，以較低者為準)														
超逾信用額手續費	如您的結欠超逾信用額，須付超逾信用額手續費。 HK\$150 (每月結單計算)														
退票/自動轉賬被拒手續費	每張支票/每次 HK\$110														
補發新卡費用	每張 HK\$100 (於到期日前補發新卡)														
信用卡賬戶間資金轉賬手續費	每次轉賬 HK\$200														
賬戶結餘退款/提款手續費	以本票提取賬戶結餘，每張本票收取 HK\$60 。透過櫃檯或自動柜員機以現金提取結餘，將視為現金透支計算該手續費。														
處理爭議事項手續費	每項 HK\$150 (如證實為無根據之爭議交易)														
索取月結單手續費	每個月結單 HK\$50														
索取簽賬單據副本手續費	每張 HK\$50														
申請提升信用額手續費	臨時提升 每次 HK\$50 永久提升 每次 HK\$100														
銀行證明信手續費	每份 HK\$200														
稽核確認書手續費	每次 HK\$300														
銀行櫃位繳付信用卡賬項手續費	每卡每次 HK\$20														
郵寄信用卡賬戶月結單服務年費	每年 HK\$20[#]														

* 上述之實際年利率乃根據銀行營運守則計算。

[#] 長者、18歲以下之客戶豁免收費。現領取政府傷殘津貼/綜合社會保障援助計劃的客戶及低收入人士亦可申請豁免收費，詳情請與本行職員聯繫。

日期：2020年4月1日

註：本銀行可不時修改上述服務收費表。若有修改，本銀行將以其認為適當的方式給予信用卡持卡人先通知。

**Fee Schedule of ICBC Credit Card
(General HKD Credit Card)**

INTEREST RATES AND INTEREST CHARGES																						
Annualized Percentage Rate (APR) for Retail Purchase	APR for Retail Purchase is 16.08%-31.89%* when you open your account and it will be reviewed from time to time. The Bank will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on: (i) the unpaid balance from the date after the previous Statement date on a daily basis until payment in full, and (ii) the amount of each new Card Transaction (posted into since the previous Statement date) from the posting date of that new Card Transaction on a daily basis until payment in full.																					
APR for Cash Advance	APR for Cash Advance is 18.06%-36.76%* when you open your account and it will be reviewed from time to time. Interest will be charged on the amount of cash advance from the post date on a daily basis until payment in full.																					
Interest Free Period	Up to 55 days (No interest-free period on cash advance transaction)																					
Minimum Payment	All interest and fees and charges, overdue payment amount (if any) and over credit limit amount (if any), plus 1% of outstanding principal. (Minimum HK\$50, whichever is higher)																					
FEES																						
Annual Membership Fee (per card)	<table border="1"> <thead> <tr> <th></th> <th><u>Principal Card</u></th> <th><u>Supplementary Card</u></th> </tr> </thead> <tbody> <tr> <td>Visa Infinite Card</td> <td>HK\$6,800</td> <td>HK\$3,000</td> </tr> <tr> <td>World Mastercard</td> <td>HK\$1,900</td> <td>HK\$950</td> </tr> <tr> <td>Visa Signature Card</td> <td>HK\$1,800</td> <td>HK\$900</td> </tr> <tr> <td>Platinum Card</td> <td>HK\$1,000</td> <td>HK\$500</td> </tr> <tr> <td>Gold / Titanium Card</td> <td>HK\$480</td> <td>HK\$240</td> </tr> <tr> <td>Classic Card</td> <td>HK\$240</td> <td>HK\$120</td> </tr> </tbody> </table> <p>An annual fee is payable on issue and on each anniversary date of issuance of a new Card.</p>		<u>Principal Card</u>	<u>Supplementary Card</u>	Visa Infinite Card	HK\$6,800	HK\$3,000	World Mastercard	HK\$1,900	HK\$950	Visa Signature Card	HK\$1,800	HK\$900	Platinum Card	HK\$1,000	HK\$500	Gold / Titanium Card	HK\$480	HK\$240	Classic Card	HK\$240	HK\$120
	<u>Principal Card</u>	<u>Supplementary Card</u>																				
Visa Infinite Card	HK\$6,800	HK\$3,000																				
World Mastercard	HK\$1,900	HK\$950																				
Visa Signature Card	HK\$1,800	HK\$900																				
Platinum Card	HK\$1,000	HK\$500																				
Gold / Titanium Card	HK\$480	HK\$240																				
Classic Card	HK\$240	HK\$120																				
Cash Advance Handling Charge	Finance charge will accrue on each cash advance from the post date of cash advance until repayment in full. A handling charge of each cash advance will also be levied. 3% of the cash advance amount per transaction (minimum HK\$50)																					
Fees relating to Foreign Currency Transaction (Not applicable to UnionPay Dual Currency Card)	Foreign currency transactions made outside Hong Kong are converted into HK\$ and debited to your Card Account. The exchange rate may differ from the rate on the transaction date due to market fluctuation. 1.9% of every transaction effected in a currency other than Hong Kong Dollars (inclusive of 1% exchange charges by Card Association and 0.9% charges by the Bank on the transaction amount).																					
Fees relating to Settling Foreign Currency Transaction in Hong Kong Dollars	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. The relevant fee for settling foreign currency transactions in Hong Kong dollars is not charged by the Bank.																					
Late Payment Fee	If you fail to make specified Minimum Payment by the Payment Due Date, Late Payment Fee will be levied. 5% of minimum payment due (minimum HK\$130 or the Minimum Payment of the last statement, whichever is lower)																					
Over-the-limit Fee	If the Outstanding Balance exceeds the Credit Limit, over-the-limit fee will be levied. HK\$150 per statement cycle																					
Returned Cheque / Rejected Autopay Handling Charge	HK\$110 per cheque / per transaction																					
Card Replacement Fee	HK\$100 per card (for each re-issued card before expiry of the existing card)																					
Fund Transfer Between Card Account	HK\$200 per transfer																					
Credit Balance Refund / Withdrawal Handling Charge	HK\$60 per cashier order issued for credit balance refund. Cash withdrawal on credit balance either over-the-counter or through ATM will be treated as Cash Advance and charge accordingly.																					
Dispute Handling Charge	HK\$150 per unfounded dispute transaction																					
Statement Retrieval Charge	HK\$50 per statement cycle																					
Sales Slip Retrieval Charge	HK\$50 per copy																					
Credit Limit Upgrade Handling Charge	Temporary Upgrade: HK\$50 per application Permanent Upgrade: HK\$100 per application																					
Reference Letter Handling Charge	HK\$200 per letter																					
Audit Confirmation Charge	HK\$300 per confirmation																					
Charge for over-the-counter payment per card	HK\$20 for each transaction																					
Credit Card Paper Statement Service Annual Fee	HK\$20 per year [#]																					

* The Annualized Percentage Rate is calculated according to the Code of Banking Practice.

[#] Exemption to senior citizens, customers aged below 18. Customers receiving Government Disability Allowances/Comprehensive Social Security Assistance and low-income customers can also apply for fee exemption. Please contact our branch staff for details.

Date: 1 April 2020

Note: We may change the above fees and charges in this Fee Schedule from time to time. Such variations will be notified to Cardholder beforehand in a manner we consider appropriate.

中國工商銀行(亞洲)有限公司(“銀行”)
關於個人資料(私隱)條例(“條例”)的客戶及
其他個別人士通知

- (1) 客戶及其他個人(包括但不限於銀行/金融服務及信貸便利的申請人、擔保人及就信貸便利提供抵押或擔保的人士、公司客戶、申請人的股東、董事、職員及管理人員或獨資經營者或合夥人或申請人及其他與銀行訂約的個人)(統稱「資料當事人」)，在開立或延續戶口、建立或延續銀行/信貸便利或要求銀行提供銀行/金融服務時，需要不時向銀行提供有關的資料。
- (2) 若未能向銀行提供該等資料可能會導致銀行無法開立或延續戶口或建立或延續銀行/信貸便利或提供銀行/金融服務。
- (3) 在資料當事人與銀行的正常業務往來過程中，銀行亦會收集到資料當事人的資料，例如，當客戶開出支票、存款，或以其他方式進行作為銀行所提供服務一部分的交易時，銀行亦會收集客戶的資料。銀行亦會向第三方(包括客戶因銀行產品及服務的推廣以及申請銀行產品及服務而接觸的第三方服務供應商)收集與客戶有關的資料。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 考慮及評估客戶有關銀行產品及服務的申請；
 - (ii) 提供服務和信貸便利給資料當事人之日常運作；
 - (iii) 在資料當事人申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；
 - (iv) 編制及維持銀行的信貸評分模式；
 - (v) 提供參考資料(狀況查詢)；
 - (vi) 協助其他財務機構作信用檢查及追討債務；
 - (vii) 確保資料當事人維持可靠信用；
 - (viii) 設計為資料當事人使用的財務服務或有關產品；
 - (ix) 推廣服務、產品及其他標的(而銀行或會獲得報酬)(詳情請參閱以下第(6)段)；
 - (x) 確定銀行對資料當事人或資料當事人對銀行的負債款額；
 - (xi) 執行資料當事人向銀行所負義務，包括但不限於向資料當事人及就資料當事人的義務提供抵押的人士追收欠款；
 - (xii) 履行根據下列適用於銀行或銀行集團公司或銀行或其任何銀行集團公司被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港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》)及其條文，包括關於自動交換財務帳戶資料之條文)；或對其具約束力的法院指令；
 - (b) 不論於香港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，稅務局作出或發出的指引或指南，包括關於自動交換財務帳戶資料的指引或指南)；
 - (c) 銀行或銀行集團公司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；
 - (xiii) 遵守銀行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、逃稅或其他非法活動的任何方案就於銀行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；
 - (xiv) 使銀行或銀行集團公司的實在或建議承讓人，或銀行或銀行集團公司對資料當事人的權利及/或責任的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；
 - (xv) 與接受銀行所發信用卡的商戶及由銀行提供聯營/聯號/私人標誌信用卡服務的實體(分別為「商戶」或「聯營實體」)交換資料；
 - (xvi) 就任何信用卡交易與商戶的收單財務機構核實資料當事人；

- (xvii) 銀行集團風險管理用途；
 - (xviii) 作為維持資料當事人的信貸記錄或其他記錄，不論資料當事人與銀行是否存在任何關係，以作現在或將來參考用途；及
 - (xix) 與上述有關的用途。
- (5) 銀行會對其持有的資料當事人資料保密，但銀行可能會把該等資料提供給下述各方作為第(4)段列出的用途：
- (i) 任何銀行集團公司、代理人、承包商、或向銀行或銀行集團公司提供行政、電訊、電腦，付款或證券結算或其他和銀行業務運作有關的服務供應者；
 - (ii) 任何對銀行或銀行集團公司有保密責任的人，包括銀行集團內已承諾保持該資料保密的公司；
 - (iii) 付款銀行向出票人提供已付支票的副本(而其中載有關於收款人的資料)；
 - (iv) 客戶因申請銀行產品及服務而選擇接觸的第三方服務供應商；
 - (v) 資信調查機構，而有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (vi) 銀行或銀行集團公司在根據對其具約束力或適用的任何法例、規定或法院指令下，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銀行或銀行集團公司遵守的任何指引或指導，或根據銀行或任何銀行集團公司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；
 - (vii) 銀行或銀行集團公司對當事人的權利及/或責任的任何實在或建議承讓人、參與人或附屬參與人或受讓人；
 - (viii) 承諾將有關資料保密的商戶或聯營實體；及
 - (ix)
 - (a) 任何銀行集團公司；
 - (b) 第三者財務機構、保險公司、信用卡公司、證券及投資服務供應者；
 - (c) 第三者獎賞、客戶或會員、合作品牌及優惠計劃供應商；
 - (d) 銀行及任何銀行集團公司的聯營夥伴(該等聯營夥伴的名稱列於有關服務和產品(視情況而定)的申請表格內)；
 - (e) 慈善或非牟利機構；及
 - (f) 銀行就第4(ix)段所述用途而任用的外部服務供應者(包括但不限於郵遞機構、電訊公司、電話推廣及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司)。
- 銀行可向任何上述人士披露資料，即使收受資料人的營業地點在香港境外，包括中國內地，或隨披露後該收受資料人將在香港境外收集、持有、處理或使用全部或部份有關資料，銀行亦可作出披露。
- (6) 在直接促銷中使用資料
- 銀行把及/或擬把資料當事人資料用於直接促銷，而銀行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) 銀行可能把銀行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：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 銀行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
 - (d) 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銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (a) 銀行集團公司；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應者；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；

- (d) 銀行及銀行集團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
- (e) 慈善或非牟利機構；
- (iv) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦將及/或擬將以上第(6)(i)段所述的資料提供予以上第(6)(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，而銀行為此用途須獲得資料當事人書面同意(包括表示不反對)；
- (v) 銀行可能因如以上第(6)(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。如銀行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，銀行會於以上第(6)(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。
- (vi) 銀行只會收到資料當事人的明確同意後才會使用和/或提供資料當事人的資料予其他人士作直接促銷用途。如資料當事人同意銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知銀行行使其選擇權接受促銷，就此資料當事人無須繳付費用。在此情況下，資料當事人可提交書面指示或填妥銀行相關表格並交回銀行或親臨銀行任何分行。
- (7) 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，銀行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)以銀行及/或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
- (ii) 就每宗按揭的身分(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) 地址；
- (vi) 就每宗按揭的按揭賬戶號碼；
- (vii) 就每宗按揭的信貸種類；
- (viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳)；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銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分，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(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。
- (8) 根據條例及根據條例所核准及發出的個人信貸資料實務守則，任何資料當事人有權：
- (i) 查核銀行是否持有他的資料及查閱該等資料；
- (ii) 要求銀行改正有關他不準確的資料；
- (iii) 查悉銀行對於資料的政策及慣例及獲告知銀行持有的個人資料種類；
- (iv) 在與個人信貸有關的情況下，要求獲告知那些資料是會向資信調查機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關資信調查機構或收數公司提出查閱和改正資料要求；及
- (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問，包括任何帳戶還款資料)，於全數清還欠帳後結束帳戶時，指示銀行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳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。帳戶還款資料包括上次到期的還款額，上次報告期間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於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))。
- (9) 如帳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帳(因破產令導致撇帳除外)，否則帳戶還款資料(定義見以上第(8)(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。
- (10) 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款，該帳戶還款資料(定義見以上第(8)(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)。
- (11) 銀行在考慮批出個人信貸或在檢討或續批已批予任何資料當事人為借款人的個人信貸，或任何其他人士為借款人而有關於資料當事人為擔保人的個人信貸的過程中，或在任何資料當事人作為借款人或擔保人有拖欠情況時作合理監察有關資料當事人的債務情況時，可不時查閱由信貸資料服務機構持有的該資料當事人的個人信貸資料。特別是，銀行可為檢討現有已批出的個人信貸的目的取閱個人信貸資料，以協助銀行考慮下列事項：
- (i) 增加信貸限額；
- (ii) 對信貸作出限制(包括取消或減少信貸限額)；或
- (iii) 對有關資料當事人安排或實行債務償還安排。
- 如資料當事人欲從信貸資料服務機構取閱銀行所取得的信貸報告，銀行會提供有關信貸資料服務機構的聯絡詳情。
- (12) 根據條例各條款，銀行有權就處理任何查閱資料的要求收取合理費用。
- (13) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：
- 資料保護主任**
中國工商銀行(亞洲)有限公司
香港花園道3號中國工商銀行大廈33樓
傳真：28051166
- (14) 本通知不會限制資料當事人在《個人資料(私隱)條例》下所享有的權利。
- (15) 本通告應被視為資料當事人與銀行或將與銀行訂定之所有合約、協議、信貸函、賬戶管理委託及其他約束性安排之一部份。
- (16) 在本通知內，下列詞語具以下涵義：
- 「銀行集團公司」指銀行的任何附屬公司、銀行的任何直接或間接控股公司、任何前述控股公司的任何附屬公司或其任何關連公司(即該等公司的權益乃由任何前述公司持有)，包括中國工商銀行集團轄下各公司；
- 「附屬公司」及「控股公司」具有香港法例第622章公司條例所指之相同涵義。
- 附註：本通知的中、英文版本如有任何歧義，概以英文版本為準。

二零二零年八月

Industrial and Commercial Bank of China (Asia) Limited (the "Bank")
Circular to Customers and Other Individuals relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")

- (1) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or sole proprietors or partners or applicants and other contractual counterparties) (collectively "data subjects") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services.
 - (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking/financial services.
 - (3) 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, deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services.
 - (4) The purpose for which data relating to a data subject may be used are as follows:
 - (i) considering and assessing the customer's application for the Bank's products and services;
 - (ii) the daily operation of the services and credit facilities provided to data subjects;
 - (iii) conducting credit checks 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 Bank's credit scoring models;
 - (v) provision of reference (status enquiries);
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of data subjects;
 - (viii) designing financial services or related products for data subjects' use;
 - (ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph (6) below);
 - (x) determining the amount of indebtedness owed to or by data subjects;
 - (xi) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or Bank's Group Companies or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information) or any court order being enforceable on it;
 - (b) 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 Hong Kong 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);
 - (c) 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 Bank or Bank's Group Companies 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;
 - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank 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, tax evasion or other unlawful activities;
 - (xiv) enabling an actual or proposed assignee of the Bank or Bank's Group Companies, or participant or sub-participant of the rights of the Bank or those of Bank's Group Companies in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xv) exchanging information with merchants which accept credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
 - (xvi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions;
 - (xvii) for purposes of risk management of the group of the Bank;
 - (xviii) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference; and
 - (xix) purposes relating thereto.
- (5) Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4) :
 - (i) any Bank's Group Companies, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank or Bank's Group Companies in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank or a Bank's Group Companies 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 data subjects have chosen to interact with in connection with data subjects' application for the Bank's products and services;
 - (v) a person making any payment into data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
 - (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vii) any person to whom the Bank or Bank's Group Companies is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation or court order binding on or applying to the Bank or Bank's Group Companies, 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 Bank or Bank's Group Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or Bank's Group Companies 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 Hong Kong and may be existing currently and in the future;
 - (viii) any actual or proposed assignee of the Bank or Bank's Group Companies, or participant or sub-participant or transferee of the rights of the Bank or those of Bank's Group Companies in respect of the data subject;
 - (ix) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (x)
 - (a) any Bank's Group Companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and any Bank'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);
 - (e) charitable or non-profit making organisations; and
 - (f) 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 Bank engages for the purposes set out in paragraph (4)(ix).
- The Bank may disclose data to any or all the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Mainland China, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.
- (6) Use of Data in Direct Marketing

The Bank uses and/or intends to use the data of a data subject in direct marketing and the Bank requires the consent of the data subject (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 Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
- financial, insurance, credit card, banking and related services and products;
 - reward, loyalty or privileges programmes and related services and products;
 - services and products offered by the Bank'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
 - donations and contributions for charitable and/or nonprofit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- any Bank's Group Companies;
 - third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding or privileges programme providers;
 - co-branding partners of the Bank and any Bank'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
 - charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (6)(i) above to all or any of the persons described in paragraph (6)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of the data subject (which includes an indication of no objection) for that purpose;
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (6)(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph (6)(iv) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.
- (vi) The Bank uses and/or provides the personal data of a data subject for direct marketing only if the Bank receives the explicit consent from the data subject indicating that he has no objection to it. If a data subject agrees to let the Bank use or provide to other persons his personal data for use in direct marketing as described above, the data subject may, without charge, exercise his opt-in right by notifying the Bank. The data subject may make the opt-in request by providing the written instruction or completing the relevant bank form and returning to the Bank or visiting any of the Bank's branches.
- (7) 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 Bank may, on its own behalf and/or as agent, provide the following data relating to the data subject (including any update) to a credit reference agency:
- full name;
 - 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);
 - Hong Kong Identity Card Number or travel document number;
 - date of birth;
 - address;
 - mortgage account number in respect of each mortgage;
 - type of the facility in respect of each mortgage;
 - 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
 - if any, mortgage account closed date in respect of each mortgage.
- The credit reference agency will use the above data 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).
- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, the data subject has the right :
- to check whether the Bank holds data about him and of access to such data;
 - to require the Bank to correct any data relating to him which is inaccurate;
 - to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - 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
 - in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the 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 Bank 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)).
- (9) 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 (8)(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.
- (10) In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (8)(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.
- (11) The Bank may from time to time access the consumer credit data of a data subject held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing customer credit facilities granted to the data subject as borrower or to another person for whom the data subject proposes to act or acts as guarantor or for the purpose of the reasonable monitoring of the indebtedness of the data subject while there is currently a default by the data subject as borrower or as guarantor. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:-
- 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 the implementation of a scheme of arrangement with the data subject.
- If the data subject wishes to access the credit report obtained by the Bank from the credit reference agency, the Bank will advise the contact details of the relevant credit reference agency.
- (12) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (13) 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**
Industrial and Commercial Bank of China (Asia) Limited
33/E, ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166
- (14) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (15) This Circular shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the data subject has entered into or intends to enter into with the Bank.
- (16) In this Circular, the following terms shall have the following meanings:
- "Bank's Group Companies" means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (that is such companies' equity interest is held by any of the foregoing) including companies within the group of Industrial and Commercial Bank of China;
- "subsidiary" and "holding company" bear the meanings under the Companies Ordinance (Cap.622).

Notes: In case of discrepancies between English and Chinese versions, the English version shall prevail.

August 2020