

有關私人貸款主要條例及細則摘要

私人貸款

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聲明

1. 本人證實於此提供的資料乃真實及完整，並授權中國工商銀行（亞洲）有限公司（「貴銀行」）就進行資料確認及信貸評估而作出任何其認為必要之查詢或使用任何途徑以確證上述資料。本人明白若在此申請表中蓄意作出虛報陳述意圖欺騙，本人可能會受到刑事檢控。
2. 本人同意貴銀行有權隨時要求本人呈交其他資料/文件。本人明白本人可隨時與貴銀行資料保護主任聯絡，索取及要求更改就此申請而提供之資料。
3. 本人同意貴銀行可將有關本人之一切個人資料根據貴銀行不時提供予其客戶之聲明、通函、通告或條款及細則所載有關貴銀行使用及披露個人資料政策內之用途及人士（不論在香港境內或境外）而予以使用及披露，而該等資料可就核對程序（定義見《個人資料（私隱）條例》（香港法例第486章））而予以使用。本人確認已收訖有關個人資料（私隱）條例致客戶及其他個別人士之通函，並同意其內容，當中載有本人提供、向本人收集及 / 或有關本人之個人資料可供貴銀行使用之用途，可向當中所載第三方披露有關個人資料之情況及本人有關該等資料之權利。本人明白本人可隨時向貴銀行額外索取該通函之副本。
4. 在同意披露本人上述提供的資料之上，本人茲確認及同意本人應貴銀行要求所提供或在本人與貴銀行進行交易過程中所收集之任何資料可向任何其他授權機構或任何收數公司、信貸資料服務機構或類似服務提供者予以披露、或提供該等機構使用及保留，以(a)核證該等資料及(b)令該等機構向其他人士提供該等資料以進行信用及其他狀況調查及 / 或協助該等人士收回債項。
5. 本人明白，貴銀行可不時被要求提供有關本人信貸可信程度之意見或資料，除非本人已給予貴銀行相反之指示，貴銀行將會遵從該等要求。
6. 本人明白貴銀行可全權決定是否接納此項申請，以及有關此申請之一切事宜，包括將批予之貸款額及還款期，而毋須就此決定提出任何理由。
7. 本人同意按貴銀行所訂之方式每月償還所需之款項及利息，並確認本人授權及同意貴銀行從本人上述指定之戶口扣除每月還款。本人同意遵守此申請表內所列之條款及細則並同意受其約束。
8. 本人同意若在貸款期間時遇上還款困難，得儘早通知貴銀行。

DECLARATION

1. I confirm that all information given above is true and complete and authorize Industrial and Commercial Bank of China (Asia) Limited ("the Bank") to make any enquiries which it considers necessary or to verify the information from whatever sources it may choose for confirmation and credit assessment. I understand that if I knowingly make any false statement in my application with an intention to deceive, I may be liable for criminal prosecution.
2. I agree that the Bank has the right to request for other information/document at any time. I understand that I may always contact the Bank's Data Protection Officer to gain access to and request correction to the information provided in respect of this application.
3. I also agree that all personal data relating to me may be used and disclosed for such purposes and to such person (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time and such data may be used in connection with matching procedures (as defined in the "Personal Data (Privacy) Ordinance (Cap 486 Laws of Hong Kong)". I acknowledge read and agree to the contents of the Circular of Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which sets out the purposes for which personal data supplied by, collected from and/or relating to me may be used by the Bank, the circumstances in which such data may be disclosed to the third parties stated therein and my rights in respect of such data. I understand that I can obtain extra copies of the Circular from time to time.
4. In addition to the consent for disclosure of my data given above, I hereby acknowledge and agree that any information which has been provided by me at the request of the Bank or collected in the course of dealings between me and the Bank may be disclosed to, or used and retained by, any other authorized institution or any financial institution or any debt collection agency, credit reference agencies or similar service provider for the purposes of (a) verifying such information, and (b) enabling them to provide such information to other parties for the purposes of carrying out credit and other status checks and/or assisting them to collect debts.
5. I acknowledge that the Bank may from time to time be requested to give opinions or information concerning my creditworthiness. Such requests received by the Bank will be complied with unless I have instructed the Bank in advance to the contrary.
6. I understand that the Bank has the sole and absolute discretion to decide whether to accept this application and all matters relating to the application including the loan amount to be granted and the repayment period without the need to assign any reason for its decision(s).
7. I agree to repay the loan and interest thereon by way of monthly repayments in the number and amount and on the repayment dates, in each case as specified by the Bank, and confirm my authorization and agreement to the Bank, debiting my account as specified above with the monthly repayments. I further agree to comply with and be bound by the Terms and Conditions stated in this application form.
8. I agree to inform the Bank as soon as possible of any difficulty in repaying or servicing the loan over the credit period.

與本銀行關係之補充資料文件

《銀行業(風險承擔限度)規則》及CR-G-9對關連各方的風險承擔的相關術語定義：

- (1) 相關僱員指 -
 - (a) 以委員會(如信貸委員會)成員或個人身份負責批核資金融通申請的工銀亞洲僱員；
 - (b) 工銀亞洲的高級管理層(包括其行政總裁)；
 - (c) 經理指獲中國工商銀行(亞洲)委任、或獲根據與工銀亞洲作出的安排行事的人委任，以擔任(不論是單獨或與其他人一起擔任)工銀亞洲在《銀行業條例》附表14指明的任何一項或多於一項的事務或業務的主要負責人的個人，但工銀亞洲的董事及行政總裁除外。此外，在根據《銀行業條例》第(14)(cb)條款作出的公告，宣布某人或某類別人士不屬此定義所指的經理或某類別的經理的情況下，不包括該公告所宣佈的人，亦不包括屬於該公告所宣佈的類別的人。
- (2) 親屬就某自然人而言，指其-
 - (a) 父母；
 - (b) 繼父母或領養父母；
 - (c) 配偶；
 - (d) 如該人是夫妻關係的一方-該關係中的另一方；
 - (e) 同居伴侶；
 - (f) 配偶的父母、繼父母或領養父母；
 - (g) 子、繼子、女、繼女或領養子女；
- (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。
 - (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。
 - (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。
 - (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。
- (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
 - (a) 該人擁有受控制實體超過50%的表決權；
 - (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；
 - (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；
 - (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
 - (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。
- (5) 如本補充資料的中、英文版本有任何差異，概以英文版本為準。

SUPPLEMENTARY INFORMATION DOCUMENT FOR THE RELATIONSHIP WITH THE BANK

The definitions of the terms in relation to Connected Parties under Banking (Exposure Limits) Rules (“BELR”) and CR-G-9 Exposures to Connected Parties:

- (1) Relevant Employee means the following -
 - (a) An employee of Industrial and Commercial Bank of China (Asia) Limited who is responsible, either individually or as a member of a committee, for approving applications for financial facility, including but not limited to an advance, loan or credit facility (including a letter of credit), a financial guarantee and a liability;
 - (b) Senior management, including chief executive, of Industrial and Commercial Bank of China (Asia) Limited;
 - (c) Manager means any individual, other than a director or chief executive of ICBC (Asia), appointed by ICBC (Asia), or by a person acting for or on behalf of or by an arrangement with ICBC (Asia), to be principally responsible, either alone or with others, for the conduct of any one or more of the affairs or business of ICBC (Asia) specified in the Fourteenth Schedule of the Banking Ordinance but it does not include a person, or a person belonging to a class of persons, declared in a notice that it is not a manager, or a class of managers, as the case may be, for the purpose of the definition of manager.
- (2) Relative, in relation to a natural person, means the following -
 - (a) a parent;
 - (b) a step-parent or adoptive parent;
 - (c) the spouse;
 - (d) if the person is party to a union of concubinage - the other party of the union;
 - (e) a cohabitee;
 - (f) a parent, step-parent or adoptive parent of a spouse;
 - (g) a son, step-son, adopted son, daughter, step-daughter or adopted daughter.
- (3) 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) “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) “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) “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) 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) the person owns more than 50% of the voting rights in controlled entity;
 - (b) 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) 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) 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) the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.
- (5) Shall there be any discrepancy between the Chinese and the English versions of the above supplementary information, the English version shall prevail.

私人貸款條款及章則

1. 私人貸款(下稱「私人貸款」)的借款人(下稱「借款人」)的信用紀錄必須符合中國工商銀行(亞洲)有限公司(下稱「銀行」)對信用的要求,方可獲得批准。銀行批核之私人貸款數額可少於借款人申請的私人貸款數額。銀行保留拒絕借款人的私人貸款申請而毋須給予任何理由,亦毋須承擔因此而引起的任何責任。合格的申請人將接獲通知函,確定私人貸款的條款。申請一經批核,銀行與借款人將因私人貸款而產生借貸關係。
2. 本文所述之「貸款」一詞乃指獲批核之私人貸款或於任何有關時候尚未償還銀行借出之本金數額,該數額按每月還款而遞減,或依照本條款及章則所作之貸款而遞增。
3. 利率、實際年利率及一切其他費用可由銀行全權決定不時變動。銀行將於有關變動生效前六十日通知借款人,若有關變動並非銀行可控制,則銀行會盡量在合理時間內通知借款人。除非有關變動生效前借款人已償清貸款、已累積的利息及其他一切借款人欠銀行的金錢,否則有關變動將對借款人有約束力。即使本文另有規定,根據銀行一貫享有凌駕一切的權利,貸款、已累積的利息及一切有關貸款的其他費用均須按銀行要求隨時清還。
4. 銀行獲得不可撤銷授權,在貸款提取後於每月到期日(如償還貸款到期日為星期六或香港公眾假期,其將改為下一個結算日)從借款人在私人貸款申請表上指定的戶口扣除每月還款項,並按銀行意願將有關還款分配為貸款本金還款、利息付款及有關開支及費用。
5. 貸款可提早償還,若客戶在提取貸款後7個曆日內提交提早償還申請,有關提早償還手續費及第一期應收利息將獲豁免。若客戶在提取貸款後7個曆日後提早償還,金額相等剩餘各期末供款項之總和減去按「78法則」計得之利息退還款,加上提早償還手續費(為尚欠貸款1.5%)及於下月份還款期應付之利息及有關合理開支及費用。提早償還貸款之應繳金額須視乎銀行如何將先前已付金額分配為本金、利息及有關開支及費用。
$$\text{以「78法則」攤分的每月利息} = \text{全期利息} \times \frac{\text{尚餘還款期數}}{\text{還款期數總和}}$$
6. 在不影響銀行其他權利及補償下,若借款人未能依期償還每月還款,借款人須於有關還款到期日後的一天,向銀行支付相等於遲交還款額的3%(按月計算)的附加費。不設最低逾期還款利息。
7. 因下列情況下,未能準時償還任何每月還款,則貸款、應付利息及其他合理費用/收費(包括但不限於為執行本條款及規章而產生的法律費用及合理開支)將要立刻清還:
 - (a) 借款人未能遵守或償還銀行的責任或債務;
 - (b) 借款人違反此條款及章則;或
 - (c) 因銀行或借款人取消或終止此賬戶;或因借款人破產或去世。借款人或借款人之遺產代理人(如適用)須負責償還所有未清還款項。不論法庭是否已作出判決,銀行有權向任何未清還款項收取由取消或終止此賬戶之日或察覺有關債務之日開始直至銀行收回款項所衍生之財務費用。財務費用,逐日累計,息率由銀行不時酌情指定。
8. 銀行根據此等條款及章則或任何其他有關貸款之事宜而就欠負銀行之款項發出之單據或通知書(按銀行認為適用之方式發出),如無任何明顯之錯誤,則屬最終定論,且對借款人員約束力。
9. 銀行可毋須發出通告而將任何貸款、利息或貸款手續費與借款人於銀行開設之任何戶口合併,及將借款人其他戶口(包括聯名戶口)內之任何款項用以對銷或轉賬,以履行借款人就貸款而須向銀行承擔之責任。
10. 如任何還款因存款不足而被退回,銀行將須收取手續費用。對於清還或繳付貸款或任何欠款如有任何困難,借款人必須立即通知銀行。
11. 借款人在私人貸款申請表上填報的資料如有任何改變,借款人須立即以書面通知銀行。如在貸款日期前發生任何不利變故,或借款人在私人貸款申請表上向銀行提供任何不正確資料,銀行保留撤銷任何已批准貸款及要求立即償還貸款之權利。
12. 銀行有絕對酌情權認為合適之任何行動來執行本條款及章則,包括但不限於僱用第三方代理人追討借款人欠銀行之任何數額,而銀行進行訴訟或以其他方式追討借款人欠銀行之款項所引致的,或因行使銀行權利合理引致的一切合理費用及開支,包括合理法律訴訟費用以及上述第三方代理人之合理收費,借款人須應銀行要求全數賠償予銀行。
13. 銀行有權在銀行認為有需要時公開任何有關借款人及貸款之資料予任何人包括上述第三方代理人,而毋須再通告或徵求借款人之同意。
14. 如銀行有代借款人持有或控制任何財產,不論該等財產是否屬託管,亦不論是否在一般業務運作下接受借款人託管,銀行對該等財產均有留置權。同時,銀行有權出售此等財產並以所得款淨額清還借款人所欠銀行的任何債務。
15. 銀行延遲行使其任何權利或銀行給予借款人任何寬限,並不表示銀行放棄其他任何權利,也不會損害銀行的任何權利。
16. 銀行有酌情權出售、分配或轉讓其與貸款有關之任何或所有權利及義務。借款人同意簽立或執行所有銀行合理要求的文件、事宜及事項,以便使此等出售或轉讓具有全面效力。
17. 銀行保留隨時補充、刪除及/或修訂本文件任何條款之權利,而銀行會將有關修改以書面通知借款人不時知會銀行之地址或以銀行認為合適之方式通知借款人。若有關之修改會影響費用及收費,以及借款人之責任或義務,則所需之通知期為六十天。
18. 任何向借款人作出通知,繳費通知或其他通訊,須發送往銀行所知悉的借款人的最後已知地址或其可能已透過書面方式知會銀行的其他地址,及如(i)親自送遞,將會在有關送遞之時視作為已送出,(ii)透過郵資信件發送,將會在寄發24小時後視作為已送出,及(iii)透過圖文傳真或電子途徑傳送,將會視作為在傳送之時送出。任何與銀行之通訊函件須以銀行確認收妥為準。
19. 若此等條款的任何條文被裁定為無效、違法或不能執行,該等條文只要在不改變或影響其餘的條文之情況下盡量與其餘的條文分割,而該等條文不會影響其餘的條文之法律力。
20. 並非本條款及章則任何一方的任何人士或實體,將不會擁有於《合約(第三者權利)條例》(香港法例第623章)下強制執行本條款及章則任何部分的權利。
21. 此等條款及章則須受香港特別行政區法律管轄。銀行就私人貸款所發行之條款及章則及其他任何有關文件之中文譯本僅方便參考,在一切情況下均以中文版本為準。

TERMS AND CONDITIONS FOR PERSONAL LOAN

1. Approval is contingent upon the credit record of the borrower (the "Borrower") having met the credit requirements of Industrial and Commercial Bank of China (Asia) Limited (the "Bank"). The Bank may grant a loan in a sum less than the amount the Borrower applies for and the approval of the loan is subject to the Bank's final decision. The Bank reserves the absolute right in its discretion without any liabilities to or recourse by the Borrower to decline the loan application without disclosing any reason. Successful applicants will be notified by an approval advice confirming the terms of the Personal Loan. Such approval will give rise to a creditor-debtor relationship between the Bank and the Borrower under the Personal Loan.
2. The expression "the Loan" when used herein means the principal amount advanced by the Bank or outstanding at any relevant time under the approved Personal Loan, as the same is reduced from time to time by the monthly repayments or increased by any advance made in accordance with these Terms and Conditions.
3. The interest rate, annualized percentage rate and all other fees and charges shall be subject to variation from time to time at the Bank's absolute discretion. The Bank will give the Borrower 60 days' notice before effecting any variation unless such variation is beyond the Bank's control in which case the Bank will give the Borrower such period of notice as is reasonable in the circumstances. Any such variation will be binding on the Borrower unless the Loan, interest accrued thereon and all other money due and owing by the Borrower to the Bank are fully repaid before the effective date of variation. Notwithstanding any other provisions herein to the contrary, the Loan, interest accrued thereon, and all other charges with respect to the Loan shall be subject to the Bank's overriding right of repayment on demand at any time.
4. The Bank is irrevocably authorized to debit the account of the Borrower specified in the Personal Loan Application Form with the amount of each monthly repayment on the due date (if the due date of Loan repayment falling on Saturday or Hong Kong general holiday, it will be changed to the following clearing day) after the Loan has been drawn down and to apportion the monthly repayments between principal, interest and any other fees and expenses as the Bank shall at its absolute discretion determine.
5. If the Borrower submits an early repayment application within 7 calendar days after the date of Loan disbursement, the relevant early repayment charges and the 1st month interest will be waived. If the Borrower submits an early repayment application after 7 calendar days from the date of Loan disbursement, early payment of the Loan is permissible subject to repayment of an amount equal to the sum of the outstanding monthly repayment less the interest refund calculated according to the "Rule of 78" plus early repayment charges (calculated at 1.5% of the outstanding principal balance of the Loan), the interest thereon and any other reasonable fees and expenses accrued up to and including the date of the next monthly repayment. The amount paid upon early repayment will also be subject to the Bank's determination of the allocation of prior payments between principal, interest and any other fees and expenses. Based on the "Rule of 78", the amount of interest paid each month

$$= \text{Interest for the full term} \times \frac{\text{Remaining number of monthly payments}}{\text{Sum of the number of monthly instalments in the loan}}$$
6. Without prejudice to the other rights and remedies of the Bank, when the Borrower is in default of making any monthly repayment or any part thereof when due, the Borrower shall, on the day after respective monthly repayment due date, pay to the Bank a surcharge equal to 3% per month of the overdue repayment amount from the due date of such instalment until the date of full repayment. No minimum amount of default interest will be applied.
7. The Loan together with the accrued interest and other reasonable charges/fees (including, without limitation, legal costs and reasonable expenses in enforcing these Terms and Conditions), shall become immediately due and payable without notice or demand by the Bank under the following circumstances:-
 - (a) the Borrower failing to observe or settle any obligations and liabilities owed to the Bank;
 - (b) the breach of any of these Terms and Conditions by the Borrower; or
 - (c) upon cancellation or termination of the account by the Borrower or by the Bank or on the Borrower's bankruptcy or death
 The Borrower or (if applicable) the Borrower's estate shall be liable for settling such outstanding balances. The Bank shall be entitled to charge finance charges at the rate(s) as the Bank's at its discretion specify on any unpaid sum on a daily basis from the date of cancellation or termination of the account or from the date of incurrence or discovery of the relevant indebtedness until the Bank shall have actually received payment (whether before or after judgment).
8. A statement or demand (in whatever form as the Bank deems fit) issued by the Bank as to the amount due and owing to the Bank under these Terms and Conditions or any other matter relating to the Loan is, in the absence of manifest error, conclusive and binding on the Borrower.
9. The Bank may, without notice, combine or consolidate the Loan, interest accrued thereon or handling fee with any other accounts which the Borrower maintains with the Bank and set-off or transfer any money standing to the credit of the Borrower's other accounts, whether held singly or jointly with others, in or towards satisfaction of the Borrower's liability to the Bank in respect of the Loan.
10. A handling fee(s) will be levied for each repayment returned for insufficient funds. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.
11. Any change to the information given in the Borrower's Personal Loan Application Form must be immediately notified to the Bank in writing. The Bank reserves the right to rescind any approval of the Loan and demand immediate repayment if any adverse change occurs prior or subsequent to the Loan draw down date or if any information provided to the Bank in the Borrower's Personal Loan Application Form is proved to be inaccurate.
12. The Bank may take such action as it thinks fit to enforce these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to the Bank and the Borrower shall be liable to reimburse on demand and indemnify the Bank in full against all reasonable costs and expenses reasonably incurred by the Bank in suing for or otherwise recovering any sum due to the Bank or otherwise in connection with any such enforcement action, including all reasonable legal charges and expenses and the reasonable charges of any third party agent employed as aforesaid.
13. The Bank shall be entitled to disclose any information in respect of the Borrower and the Loan to any other parties including any third party agent employed as aforesaid as the Bank may deem necessary without further reference to or consent from the Borrower.
14. The Bank is entitled to exercise a lien over all property of the Borrower which is in the possession or control of the Bank, for custody or any other reasons and whether or not in the ordinary course of business, with power of the Bank to sell such property and apply the net proceeds thereof to satisfy such indebtedness owed by the Borrower to the Bank.
15. No delay by the Bank to exercise any of its rights or indulgence granted by the Bank to the Borrower shall operate as a waiver or in any way prejudice any of its rights.
16. The Bank shall be entitled at its discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan and the Borrower agrees to execute such documents and do such acts and things as the Bank may reasonably require to give full effect to such assignment or transfer.
17. The Bank reserves the right to supplement, delete and/or to amend any of these Terms and Conditions from time to time and the Bank will notify the Borrower of any such alteration by means of written notice thereof sent to the Borrower's last address notified to the Bank from time to time, or in such manner as the Bank thinks fit. In case of any such alteration which affects fees and charges and liabilities or obligations of the Borrower, the notice period will be 60 days.
18. Any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Bank and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery, (ii) dispatched by letter postage, shall be deemed to have been given twenty-four hours after posting, and (iii) transmitted by facsimile or other electronic means, shall be deemed to have been given at the time of dispatch. Any notice or communication to the Bank shall not be effective until actually received by the Bank.
19. If any provision of these Terms and Conditions is ruled invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall continue in effect as if the invalid portion had been omitted from these Terms and Conditions.
20. Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 Laws of Hong Kong) to enforce any part of these Terms and Conditions.
21. These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. The Chinese translation of these Terms and Conditions and any other document issued by the Bank in connection with the Personal Loan is provided for convenience only and the Chinese version shall prevail for all purposes.

分期貸款產品資料概要
中國工商銀行(亞洲)有限公司

私人分期貸款
2025年6月23日

此乃分期貸款產品。				
本概要所提供的利率、費用及收費等資料僅供參考。請參閱我們的貸款確認書以了解您的分期貸款的最終條款。				
在申請此產品前，請閱讀並理解本概要中的資訊。提交申請時，您將被要求確認已閱讀並理解本概要的內容。				
利率及利息支出				
利率	貸款金額：港幣 10 萬元			
	貸款期	6 個月	12 個月	24 個月
	利率範圍	不適用	2.34% - 5.82%	2.34% - 5.82%
註：				
<ul style="list-style-type: none"> ● 利率是指以在借款金額中所產生的利息並以年化百分比表示，利率的計算方法：每月平息 x 12 個月。 ● 本行貸款確認書中的利率可能會在貸款期內變動。 				
實際年利率	貸款金額：港幣 10 萬元			
	貸款期	6 個月	12 個月	24 個月
	實際年利率範圍	不適用	4.38%-11.10%	4.52%-11.35%
逾期還款年化利率 / 就違約貸款收取的年化利率	29.2% 當客戶未能於還款日清還已到期的還款額時，將收取逾期利息。該逾期利息以單利率計算：每期遲交款項之 2.43%，按月計算。不設最低逾期還款利息。			
還款				
還款頻率	本貸款需按 12 個月、24 個月、36 個月、48 個月或 60 個月還款。			
分期還款金額	以貸款額港幣 10 萬元，6 個月、12 個月或 24 個月還款為例：			
	貸款期	6 個月	12 個月	24 個月
	根據上述利率範圍計算之分期還款金額	不適用	港幣 8,528.33 元 - 港幣 8,818.33 元	港幣 4,361.67 元 - 港幣 4,651.67 元
總還款金額	以貸款額港幣 10 萬元，6 個月、12 個月或 24 個月還款為例：			
	貸款期	6 個月	12 個月	24 個月
	根據上述利率範圍計算之總還款金額	不適用	港幣 102,340 元 - 港幣 105,820 元	港幣 104,680 元 - 港幣 111,640 元
註：				
<ul style="list-style-type: none"> ● 如要計算適用於閣下特定情況的上述資訊，您可透過本行網站上的分期貸款服務計算機或到：工銀亞洲網頁 - 個人金融：私人分期貸款以取得較準確資料。 				
費用及收費				

手續費	豁免
逾期還款費用及收費	不適用
提早還款/提前清償/贖回的收費	<p>如您於貸款期內提前償還全數貸款時，將收取金額相等剩餘各期未供款項之總和減去按「78 法則」計得之利息退還數，提早償還手續費(為尚欠貸款之 1.5%)及於下月份還款期應付之利息及有關合理開支及費用。本行不接受任何部份提前償還貸款之要求。</p> <p><u>注意事項：</u></p> <p>客戶於申請提前償還全數貸款時，需考慮涉及的提早償還費用。假如客戶已按期償還了一段時間，餘下未償還的利息金額可能已經很小。雖然提前償還全數申請可節省未償還的利息，但未必足以彌補提早償還費用，甚至會造成得不償失的情況。有關詳情可參閱工銀亞洲網頁- 個人金融：私人分期貸款。</p> <p>客戶在提取貸款後 7 個曆日內可提交提早清還要求，本行將豁免提早清還手續費及第一期應收利息，並將於收取提早清還要求後 1 個月內執行。</p>
退票/退回自動轉帳授權指示的費用	每次退票/退回自動轉帳授權指示時，每項將收取港幣 150 元
其他資料	
<ul style="list-style-type: none"> 應付的所有利息均以每月總計，並以每年 365 日為計算基礎。 實際年利率是一個參考利率，乃根據銀行營運守則所設定之方法計算，以年化利率展示出包括銀行產品的基本利率及其他費用與收費。 最終獲批核之實際年利率將視乎貸款額及信貸審批結果而有所調整。以上實際年利率只適用於成功申請及提取私人分期貸款的中國工商銀行(亞洲)有限公司之客戶，而獲批核的貸款額達港幣 10 萬元、以個別每月平息及還款期計算。 以上例子只供參考，詳情請參閱有關宣傳單張。 貸款每月利息根據「78 法則」計算。有關詳情可參閱工銀亞洲網頁 - 個人金融：私人分期貸款。 此概要的英文版本僅供參考。如中文及英文版本有任何不一致，概以中文版本為準。 	

Key Facts Statement (KFS) for Instalment Loan Industrial and Commercial Bank of China (Asia) Limited

Personal Instalment Loan

1 July 2025

<p>This product is an instalment loan.</p> <p>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.</p> <p>Please read and understand the information in this KFS before you apply for this product. You will be requested to confirm that you have read and understood the information in this KFS when submitting the application.</p>				
Interest Rates and Interest Charges				
Interest Rate	For a loan amount of HK\$100,000:			
	Loan Tenor	6-month	12-month	24-month
	Range of Interest Rate	Not applicable	2.34% - 5.82%	2.34% - 5.82%
<p>Remark:</p> <ul style="list-style-type: none"> The Interest rate is the basic interest rate shown as a percentage of the amount borrowed over a year. The Interest rate calculation: Monthly Flat Rate x 12 months. The Interest Rate in our offer letter of your loan may change during the tenor of this loan. 				
Annualised Percentage Rate (APR)	For a loan amount of HK\$100,000:			
	Loan Tenor	6-month	12-month	24-month
	Range of APR	Not applicable	4.38%-11.10%	4.52%-11.35%
Annualised Overdue / Default Interest Rate	<p>29.2%</p> <p>If customer fails to settle the instalment amount on due date, default interest will be charged. A formula of simple default interest rate: 2.43% flat on past due instalment amount monthly. No minimum amount of default interest will be applied.</p>			
Repayment				
Repayment Frequency	Repayment Tenor can be 12-month, 24-month, 36-month, 48-month or 60-month.			
Periodic Repayment Amount	For a loan amount of HK\$100,000 with 6-month, , 12-month or 24-month repayment:			
	Loan Tenor	6-month	12-month	24-month
	Periodic repayment amount for the range of Interest Rate specified above	Not applicable	HK\$ 8,528.33 - HK\$8,818.33	HK\$4,361.67 - HK\$4,651.67
Total Repayment Amount	For a loan amount of HK\$100,000 with 6-month, , 12-month or 24-month repayment:			
	Loan Tenor	6-month	12-month	24-month

	Total repayment amount for the range of Interest Rate specified above	Not applicable	HK\$102,340 - HK\$105,820	HK\$104,680 - HK\$111,640
Remarks: <ul style="list-style-type: none"> To calculate the total repayment amount applicable to your specific case, please use our online calculator accessible from our website or visit our website at ICBC (Asia) – Personal: Personal Instalment Loan for details. 				
Fees and Charges				
Handling Fee	Waive			
Late Payment Fee and Charge	Not Applicable			
Prepayment /Early Settlement / Redemption Fee	<p>The sum of the outstanding monthly repayment less the interest refund calculated according to the "Rule of 78" plus early repayment charges (calculated at 1.5% of the outstanding principal balance of the Loan), the interest thereon and any other reasonable fees and expenses accrued up to and including the date of the next monthly repayment will be charged if you fully repay the loan during the loan period. Partial repayment is not allowed.</p> <p><u>Important Notes:</u> Customer should consider the early repayment fee involved before apply fully settlement. Where customer has been making repayments as scheduled for some time, the amount of unpaid interest is likely to be small. Although the amount of unpaid interest saved, it may not enough to cover the early repayment fee that involved, the loss may outweigh the gain. Please refer to ICBC (Asia) website – Personal: Personal Instalment Loan for details. Customer may submit an early repayment request within 7 calendar days from the date of loan disbursement. The early repayment request will be processed by the Bank within 1 month after receipt of such request and upon approval, the relevant early repayment fee and the 1st month interest will be waived by the Bank.</p>			
Returned Cheque / Rejected Autopay Charge	HK\$150 per return cheque / rejected autopay charge per payment			
Additional Information				
<ul style="list-style-type: none"> All interest payable hereunder shall be calculated on monthly rests where applicable in a 365-day year Annualised Percentage Rate (APR) is calculated according to the method set out in the relevant guidelines referred to in the Code of Banking Practice. A reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. The final approved APR is subject to the loan amount and credit assessment result. The above APRs are only applicable to the customers of Industrial and Commercial Bank of China (Asia) Limited who successfully apply for and drawdown the personal instalment loan. The approved Loan amount of HK\$100,000, monthly flat rate and repayment tenor are applicable on a case-by-case basis. The above example is for reference only, please refer to the relevant promotion materials for details. The interest is calculated in accordance with the "Rule of 78". Please refer to ICBC (Asia) website – Personal: Personal Instalment Loan for details. The English version of this KFS is for reference only. The Chinese version will prevail if there is any inconsistency between the English and Chinese versions. 				

重要通知
致有關人士

閣下在因應閣下本人或其他人士在中國工商銀行（亞洲）有限公司（本行）申請信貸而提供閣下資料之前，請先小心閱讀此通知：-

- (1) 本行可將閣下的資料提供予信貸資料服務機構，或在出現逾期還款的情況下，將該等資料提供予收帳代理，該等資料將會分享給所有在多間個人信貸資料庫模式下已入選的信貸資料服務機構和為本行提供有關保險的保險機構或其附屬公司；
- (2) 閣下有權要求獲告知那些資料通常會如上述被披露，與及有權獲提供進一步資料，藉以向有關信貸資料服務機構或收帳代理提出查閱及改正資料的要求；
- (3) 除非逾期欠帳金額由欠帳日起計60日內被全數清還或撇帳（除了因破產令導致之外），否則閣下的帳戶資料有可能被信貸資料服務機構保留，直至該欠帳金額獲最終全數清還之日起計5年之期屆滿為止；及當適用的話；
- (4) 如閣下因被頒布破產令而導致任何金額被撇帳，不論閣下帳戶還款資料是否顯示有重要欠款，閣下由信貸資料服務機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由閣下提出證據通知信貸資料服務機構閣下已獲解除破產令的5年止（以較先出現的情況計算）；
- (5) （倘若該信貸的申請並不涉及住宅樓宇按揭貸款）當帳戶全數結清而終止時及符合在帳戶終止前5年內沒有出現重要欠帳* 的條件下，閣下有權向信貸提供者提出指示，使閣下依照個人信貸資料實務守則（“該守則”）第2.15條的規定，要求信貸資料服務機構刪除與已終止的帳戶有關的資料。
- (6) 本行在考慮閣下的申請時，將會參考下述信貸資料服務機構對閣下作出的信貸報告。假如閣下有意查閱該信貸報告，請直接與相關信貸資料服務機構聯絡，地址如下：

環聯

香港九龍尖沙咀廣東道15號港威大廈第5座8樓811室

電話：2577 1816

客戶服務部

電郵地址: tu_foc@transunion.com

網頁地址: www.transunion.hk

及/或

平安金融壹賬通徵信服務（香港）有限公司

香港九龍觀塘海濱道123號綠景NEO大廈16樓03-04室

電話：2271 6268

平安壹賬通徵信運營及客服團隊

電郵地址: cra_contact@paoc.com.hk

網頁地址: www.paocra.com.hk

及/或

鄧白氏商業資料(香港)有限公司

香港皇后大道東50號太古廣場六座23樓

電話：2516 1100

假如閣下有意查閱關於信貸申請中信貸資料服務機構信息，可以聯絡客戶服務熱線。

- (7) 閣下可以在每十二個月內向每間在多間個人信貸資料庫模式下已入選的信貸資料服務機構免費查閱一份信貸報告，請直接與信貸資料服務機構聯絡，聯絡資料如下：

環聯（同上第六點）

平安金融壹賬通徵信服務（香港）有限公司（同上第六點）

* 現時在該守則內被介定為逾期欠款超過60日

此通知乃補充由本行不時所發出的「關於個人資料(私隱)條例(“條例”)的客戶及其他個別人士通知」中英文本如有歧義，概以英文本為準。

**IMPORTANT NOTIFICATION
TO WHOM IT MAY CONCERN**

Before providing to us your data in connection with your application or in connection with another person's application for credit (as the case may be) at Industrial and Commercial Bank of China (Asia) Limited (the Bank), please carefully read this notification :-

- (1) The Bank may provide your data to credit reference agencies ("CRAs") or, in the event of default, to a debt collection agency ("DCA"). The data subject will be shared with all Selected CRAs under the Multiple Credit Reference Agency Model and may be shared with an insurer or a subsidiary of an insurer in relation to the provision of insurance coverage to the bank by the insurer or a subsidiary of an insurer;
- (2) You have the right to request to be informed, about which items of data are routinely disclosed to CRAs or, in the event of default, to DCA, and the right to be provided with further information to enable the making of a data access and correction request to the relevant CRAs or DCA, as the case may be;
- (3) In the event of any default in repayment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, otherwise you shall be liable to have your account data retained by CRAs until the expiry 5 years from the date of final settlement of the amount in a default; and where applicable;
- (4) In the event of any amount being written off due to a bankruptcy order being made against you, you shall be liable to have your account repayment data retained by CRAs, regardless of whether the account repayment data reveal any material default, until the earlier of 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 your discharge from bankruptcy as notified to CRAs by you with evidence; and
- (5) (Where the credit applied for does not involve a residential mortgage loan) upon termination of the account by fully repayment and on condition that there has not been, within 5 years immediately before account termination, any material default* on the account, you will have the right to instruct the Bank to make a request to CRAs to delete from their database any account data relating to the terminated account in accordance with clause 2.15 of the Code of Practice on Consumer Credit Data (Code).
- (6) The Bank will consider credit report(s) on you provided by the credit reference agencies referred to below in considering your application. In the event, you wish to access the credit report(s), you may contact the relevant credit reference agencies directly at the following address:

TransUnion

Suite 811, 8th Floor, Tower 5, The Gateway, 15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong.

Telephone: 2577 1816

Consumer Services & Operations

Email address: tu_foc@transunion.com

Official website: www.transunion.hk

and/or

Pingan OneConnect Credit Reference Services Agency (HK) Limited

Unit 1603-1604, Level 16, NEO Building, 123 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Telephone: 2271 6268

Operations and CS

Email address: cra_contact@paoc.com.hk

Official website: www.paocra.com.hk

and/or

Dun & Bradstreet (HK) Ltd.

23/F, Six Pacific Place, 50 Queen's Road East, Hong Kong

Telephone: 2516 1100

For any enquiry about the Credit Reference Agencies in your credit facility application, please contact our customer service hotline.

- (7) You are entitled to request for a credit report from each Selected CRA under the Multiple Credit Reference Agency Model without charge in any twelve-month period respective to each Selected CRA at the following address:

TransUnion (same as above)

Pingan OneConnect Credit Reference Services Agency (HK) Limited

(same as above)

* As currently defined in the Code as a default in payment for a period in excess of 60 days.

This notification is supplementary to the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") issued from time to time by the Bank.

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

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立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。為免疑問，「資料當事人」不包括任何法人團體。
- (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(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 考慮及評估資料當事人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) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「信貸提供者」)進行信用檢查及追討欠債；
 - (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)；及
 - (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，但若適用之法律(包括香港境內或境外之法律，下同)有所要求，僅在獲得資料當事人的單獨同意的情况下，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) 資料當事人選擇將銀行持有的該等資料提供予向其提供服務的其他銀行及金融服務提供；
 - (vi) 向資料當事人的戶口作出任何存款的人士(該存款確認書影本可能載有關於資料當事人的姓名)；
 - (vii) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者)，以及有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (viii) 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律、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；
 - (ix) 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；
 - (x) 承諾將有關資料保密的商戶或聯營實體；及
 - (xi)
 - (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。若適用之法律有所要求，銀行將徵求資料當事人針對該等跨境傳輸活動的單獨同意。銀行所收集的個人圖像、身份識別信息不得用於維護公共安全以外的其他目的，除非已取得當事人的單獨同意。
- (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。如資料當事人不希望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拒絕促銷。

- (7) 就資料當事人(不論以借款人、按揭人或擔保人身份，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) 就每宗按揭的按揭賬戶狀況(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(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

- (8) 若適用之法律有所要求，銀行將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供資料當事人個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或(若適用之法律有所要求)前述的個人資料接收方將按照適用之法律使用及保存個人資料。

- (9) 銀行收集的部分資料可能構成適用之法律下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，銀行才會處理敏感個人信息。若適用之法律有所要求，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。

- (10) 使用應用程式介面(「API」)向資料當事人的其他銀行及第三方服務供應商轉移個人資料銀行可根據資料當事人向銀行、向資料當事人提供服務的其他銀行或資料當事人使用之第三方服務供應商(包括其他金融服務提供者)所發出的指示，使用銀行的API向該等其他銀行及第三方服務供應商轉移資料當事人的資料，以作銀行、資料當事人的其他銀行或或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

- (11) 根據條例及適用之法律的條款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信貸資料服務機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務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))。

- (vi) 根據適用之法律，要求本行刪除資料當事人的個人資料；
- (vii) 根據適用之法律，反對以某種特定方式使用資料當事人個人資料；
- (viii) 根據適用之法律，要求對處理資料當事人個人資料的規則進行解釋說明；
- (ix) 根據適用之法律，且滿足適用之法律的要求的情況下，要求本行將您向本行提供的個人資料轉移給您選擇的第三方；
- (x) 根據適用之法律，撤回對收集、處理或轉移資料當事人個人資料的同意(資料當事人應注意，資料當事人撤回他的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務)；和
- (xi) 根據適用之法律，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

- (12) 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(11)(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。

- (13) 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(11)(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)。

- (14) 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，或任何其他人為借款人而有關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。

- (15) 根據條例各條款及/或適用之法律的條款，銀行有權就處理任何查閱資料的要求收取合理費用。

- (16) 任何關於查閱或改正資料、索取關於資料政策及慣例或所持有的資料種類，或更改同意/拒絕銀行把資料當事人資料用於直接促銷的要求，應向下述人士提出：

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

- (17) 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。

- (18) 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。

- (19) 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。

二零二五年八月

**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. For the avoidance of doubt, data subjects shall not include any incorporated bodies.
- (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 (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (4) The purpose for which data relating to a data subject may be used are as follows:
- (i) considering and assessing the data subjects' 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 credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - (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); and
 - (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, subject to the data subject's separate consent (insofar as required by the applicable laws (including the laws within or outside Hong Kong)), 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) other banks and financial services providers to whom the customer has chosen to provide his information held by the Bank in connection with the provision of services to the customer by those other banks and financial service providers;
 - (vi) 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);
 - (vii) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (viii) 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;
 - (ix) 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;
 - (x) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (xi)
 - (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. Insofar as required by the applicable laws, we will obtain the data subject's separate consent in relation to such international transfers. Personal images and identification information collected by the bank shall not be used for purposes other than maintaining public security, unless relevant separate consent has been obtained.
- (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:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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 Bank and/or:
 - (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 or 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); and
- (e) 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. If a data subject does not wish the Bank 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 Bank.
- (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 agencies:
- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.
- Credit reference agencies will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (8) To the extent required under the applicable laws, the Bank will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by the applicable laws, in accordance with the applicable laws.
- (9) Some of the data collected by the Bank may constitute sensitive personal data under the applicable laws. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by the applicable laws, such sensitive personal data will be processed with the data subject's separate consent.
- (10) Transfer Of Personal Data To Data Subject's OTHER BANKS AND Providers Using Application Programming Interfaces of the Bank ("API")
The Bank may, in accordance with the data subject's instructions to the Bank, other banks providing services to the customer or third party service providers (including other financial service providers) engaged by the data subject, transfer data subject's data to such other banks and third party service providers using the Bank's API for the purposes notified to the data subject by the Bank, the customer's other banks or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.
- (11) Under and in accordance with the terms of the Ordinance and the applicable laws, and the Code of Practice on Consumer Credit Data, the data subject has the right :
- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) 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;
- (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 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 the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (vi) insofar as required by the applicable laws, to request the Bank to delete the personal data of the data subject;
- (vii) insofar as required by the applicable laws, to object to certain uses of the personal data of the data subject;
- (viii) insofar as required by the applicable laws, request an explanation of the rules governing the processing of the personal data of the data subject;
- (ix) insofar as required by the applicable laws, to ask that the Bank transfer personal data that the data subject have provided to the Bank to a third party of data subject's choice under circumstances as provided under the applicable laws;
- (x) insofar as required by the applicable laws, to withdraw any consent for the collection, processing or transfer of the personal data of the data subject (the data subject should note that withdrawal of his consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (xi) insofar as required by the applicable laws, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.
- (12) 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 (11)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (13) 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 (11)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (14) 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:-
- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) 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(s) obtained by the Bank from the credit reference agency(ies), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (15) In accordance with the terms of the Ordinance and (insofar as required by the applicable laws), the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (16) The person to whom requests for access to data or correction of data, information regarding policies and practices and kinds of data held or change his consent/ objection regarding the Bank using his personal data in direct marketing are to be addressed is as follows :
- The Data Protection Officer**
Industrial and Commercial Bank of China (Asia) Limited
33/F., ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166
- (17) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (18) 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.
- (19) 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 2025
125-0510U/2506/GH

有關個人稅務貸款主要條例及細則摘要

個人稅務貸款

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聲明

1. 本人證實於此提供的資料乃真實及完整，並授權中國工商銀行（亞洲）有限公司（「貴銀行」）就進行資料確認及信貸評估而作出任何其認為必要之查詢或使用任何途徑以確證上述資料。本人明白若在此申請表中蓄意作出虛報陳述意圖欺騙，本人可能會受到刑事檢控。
2. 本人同意貴銀行有權隨時要求本人呈交其他資料/文件。本人明白本人可隨時與貴銀行資料保護主任聯絡，索取及要求更改就此申請而提供之資料。
3. 本人同意貴銀行可將有關本人之一切個人資料根據貴銀行不時提供予其客戶之聲明、通函、通告或條款及細則所載有關貴銀行使用及披露個人資料政策內之用途及人士（不論在香港境內或境外）而予以使用及披露，而該等資料可就核對程序（定義見《個人資料（私隱）條例》（香港法例第486章））而予以使用。本人確認已收訖有關個人資料（私隱）條例致客戶及其他個別人士之通函，並同意其內容，當中載有本人提供、向本人收集及/或有關本人之個人資料可供貴銀行使用之用途，可向當中所載第三方披露有關個人資料之情況及本人有關該等資料之權利。本人明白本人可隨時向貴銀行額外索取該通函之副本。
4. 在同意披露本人上述提供的資料之上，本人茲確認及同意本人應貴銀行要求所提供或在本人與貴銀行進行交易過程中所收集之任何資料可向任何其他授權機構或任何收數公司、信貸資料服務機構或類似服務提供者予以披露、或提供該等機構使用及保留，以(a)核證該等資料及(b)令該等機構向其他人士提供該等資料以進行信用及其他狀況調查及/或協助該等人士收回債項。
5. 本人明白，貴銀行可不時被要求提供有關本人信貸可信程度之意見或資料，除非本人已給予貴銀行相反之指示，貴銀行將會遵從該等要求。
6. 本人明白貴銀行可全權決定是否接納此項申請，以及有關此申請之一切事宜，包括將批予之貸款額及還款期，而毋須就此決定提出任何理由。
7. 本人同意按貴銀行所訂之方式每月償還所需之款項及利息，並確認本人授權及同意貴銀行從本人上述指定之戶口扣除每月還款。本人同意遵守此申請表內所列之條款及細則並同意受其約束。
8. 本人同意若在貸款期間時遇上還款困難，得儘早通知貴銀行。

DECLARATION

1. I confirm that all information given above is true and complete and authorize Industrial and Commercial Bank of China (Asia) Limited ("the Bank") to make any enquiries which it considers necessary or to verify the information from whatever sources it may choose for confirmation and credit assessment. I understand that if I knowingly make any false statement in my application with an intention to deceive, I may be liable for criminal prosecution.
2. I agree that the Bank has the right to request for other information/document at any time. I understand that I may always contact the Bank's Data Protection Officer to gain access to and request correction to the information provided in respect of this application.
3. I also agree that all personal data relating to me may be used and disclosed for such purposes and to such person (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time and such data may be used in connection with matching procedures (as defined in the "Personal Data (Privacy) Ordinance (Cap 486 Laws of Hong Kong)". I acknowledge read and agree to the contents of the Circular of Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which sets out the purposes for which personal data supplied by, collected from and/or relating to me may be used by the Bank, the circumstances in which such data may be disclosed to the third parties stated therein and my rights in respect of such data. I understand that I can obtain extra copies of the Circular from time to time.
4. In addition to the consent for disclosure of my data given above, I hereby acknowledge and agree that any information which has been provided by me at the request of the Bank or collected in the course of dealings between me and the Bank may be disclosed to, or used and retained by, any other authorized institution or any financial institution or any debt collection agency, credit reference agencies or similar service provider for the purposes of (a) verifying such information, and (b) enabling them to provide such information to other parties for the purposes of carrying out credit and other status checks and/or assisting them to collect debts.
5. I acknowledge that the Bank may from time to time be requested to give opinions or information concerning my creditworthiness. Such requests received by the Bank will be complied with unless I have instructed the Bank in advance to the contrary.
6. I understand that the Bank has the sole and absolute discretion to decide whether to accept this application and all matters relating to the application including the loan amount to be granted and the repayment period without the need to assign any reason for its decision(s).
7. I agree to repay the loan and interest thereon by way of monthly repayments in the number and amount and on the repayment dates, in each case as specified by the Bank, and confirm my authorization and agreement to the Bank, debiting my account as specified above with the monthly repayments. I further agree to comply with and be bound by the Terms and Conditions stated in this application form.
8. I agree to inform the Bank as soon as possible of any difficulty in repaying or servicing the loan over the credit period.

與本銀行關係之補充資料文件

《銀行業(風險承擔限度)規則》及CR-G-9對關連各方的風險承擔的相關術語定義：

- (1) 相關僱員指 -
 - (a) 以委員會(如信貸委員會)成員或個人身份負責批核資金融通申請的工銀亞洲僱員；
 - (b) 工銀亞洲的高級管理層(包括其行政總裁)；
 - (c) 經理指獲中國工商銀行(亞洲)委任、或獲根據與工銀亞洲作出的安排行事的人委任，以擔任(不論是單獨或與其他人一起擔任)工銀亞洲在《銀行業條例》附表14指明的任何一項或多於一項的事務或業務的主要負責人的個人，但工銀亞洲的董事及行政總裁除外。此外，在根據《銀行業條例》第(14)(cb)條款作出的公告，宣布某人或某類別人士不屬此定義所指的經理或某類別的經理的情況下，不包括該公告所宣佈的人，亦不包括屬於該公告所宣佈的類別的人。
- (2) 親屬就某自然人而言，指其-
 - (a) 父母；
 - (b) 繼父母或領養父母；
 - (c) 配偶；
 - (d) 如該人是夫妻關係的一方-該關係中的另一方；
 - (e) 同居伴侶；
 - (f) 配偶的父母、繼父母或領養父母；
 - (g) 子、繼子、女、繼女或領養子女；
- (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。
 - (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。
 - (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。
 - (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。
- (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
 - (a) 該人擁有受控制實體超過50%的表決權；
 - (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；
 - (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；
 - (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
 - (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。
- (5) 如本補充資料的中、英文版本有任何差異，概以英文版本為準。

SUPPLEMENTARY INFORMATION DOCUMENT FOR THE RELATIONSHIP WITH THE BANK

The definitions of the terms in relation to Connected Parties under Banking (Exposure Limits) Rules (“BELR”) and CR-G-9 Exposures to Connected Parties:

- (1) Relevant Employee means the following -
 - (a) An employee of Industrial and Commercial Bank of China (Asia) Limited who is responsible, either individually or as a member of a committee, for approving applications for financial facility, including but not limited to an advance, loan or credit facility (including a letter of credit), a financial guarantee and a liability;
 - (b) Senior management, including chief executive, of Industrial and Commercial Bank of China (Asia) Limited;
 - (c) Manager means any individual, other than a director or chief executive of ICBC (Asia), appointed by ICBC (Asia), or by a person acting for or on behalf of or by an arrangement with ICBC (Asia), to be principally responsible, either alone or with others, for the conduct of any one or more of the affairs or business of ICBC (Asia) specified in the Fourteenth Schedule of the Banking Ordinance but it does not include a person, or a person belonging to a class of persons, declared in a notice that it is not a manager, or a class of managers, as the case may be, for the purpose of the definition of manager.
- (2) Relative, in relation to a natural person, means the following -
 - (a) a parent;
 - (b) a step-parent or adoptive parent;
 - (c) the spouse;
 - (d) if the person is party to a union of concubinage - the other party of the union;
 - (e) a cohabitee;
 - (f) a parent, step-parent or adoptive parent of a spouse;
 - (g) a son, step-son, adopted son, daughter, step-daughter or adopted daughter.
- (3) 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) “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) “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) “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) 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) the person owns more than 50% of the voting rights in controlled entity;
 - (b) 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) 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) 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) the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.
- (5) Shall there be any discrepancy between the Chinese and the English versions of the above supplementary information, the English version shall prevail.

稅務貸款條款及章則

1. 貸款的借款人（下稱「借款人」）的信用紀錄必須符合中國工商銀行（亞洲）有限公司（下稱「銀行」）對信用的要求，方可獲得批准。銀行批核之貸款數額可少於借款人申請的貸款數額。銀行保留拒絕借款人的貸款申請而毋須給予任何理由，亦毋須承擔因此而引起的任何責任。合格的申請人將接獲通知函，確定貸款的條款。申請一經批核，銀行與借款人將因貸款而產生借貸關係。
2. 本文所述之「貸款」一詞乃指獲批核之稅務貸款或於任何有關時候尚未償還銀行借出之本金數額，該數額按每月還款而遞減，或依照本條款及章則所作之貸款而遞增。
3. 利率、實際年利率及一切其他費用可由銀行全權決定不時變動。銀行將於有關變動生效前六十日通知借款人，若有關變動並非銀行可控制，則銀行會盡量在合理時間內通知借款人。除非有關變動生效前借款人已償清貸款、已累積的利息及其他一切借款人欠銀行的金錢，否則有關變動將對借款人有約束力。即使本文另有規定，根據銀行一貫享有凌駕一切的權利，貸款、已累積的利息及一切有關貸款的其他費用均須按銀行要求隨時清還。
4. 銀行獲得不可撤銷授權，在貸款提取後於每月到期日（如償還貸款到期日為星期六或香港公眾假期，其將改為下一個結算日）從借款人在稅務貸款申請表上指定的戶口扣除每月還款款項，並按銀行意願將有關還款分配為貸款本金還款、利息付款及有關開支及費用。
5. 貸款可提早償還，若客戶在提取貸款後7個曆日內提交提早償還申請，有關提早償還手續費及第一期應收利息將獲豁免。若客戶在提取貸款後7個曆日後提早償還，金額相等剩餘各期未供款項之總和減去按「78法則」計得之利息退還數，加上提早償還手續費（為尚欠貸款1.5%）及於下月份還款期應付之利息及有關合理開支及費用。提早償還貸款之應繳金額須視乎銀行如何將先前已付金額分配為本金、利息及有關開支及費用。
$$\text{以「78法則」攤分的每月利息} = \text{全期利息} \times \frac{\text{尚餘還款期數}}{\text{還款期數總和}}$$
6. 在不影響銀行其他權利及補償下，若借款人未能依期償還每月還款，借款人須於有關還款到期日後的一天，向銀行支付相等於遲交還款額的3%（按月計算）的附加費。不設最低逾期還款利息。
7. 因下列情況下，未能準時償還任何每月還款，則貸款、應付利息及其他合理費/收費（包括但不限於為執行本條款及規章而產生的法律費用及合理開支）將要立刻清還：
 - (a) 借款人未能遵守或償還銀行的責任或債務；
 - (b) 借款人違反此條款及章則；或
 - (c) 因銀行或借款人取消或終止此賬戶；或因借款人破產或去世。借款人或借款人之遺產代理人（如適用）須負責償還所有未清還款項。不論法庭是否已作出判決，銀行有權向任何未清還款項收取由取消或終止此賬戶之日或察覺有關債務之日開始直至銀行收回款項所衍生之財務費用。財務費用，逐日累計，息率由銀行不時酌情指定。
8. 銀行根據此等條款及章則或任何其他有關貸款之事宜而就欠負銀行之款項發出之單據或通知書（按銀行認為適用之方式發出），如無任何明顯之錯誤，則屬最終定論，且對借款人具約束力。
9. 銀行可毋須發出通告而將任何貸款、利息或貸款手續費與借款人於銀行開設之任何戶口合併，及將借款人其他戶口（包括聯名戶口）內之任何款項用以對銷或轉賬，以履行借款人就貸款而須向銀行承擔之責任。
10. 如任何還款因存款不足而被退回，銀行將須收取手續費用。對於清還或繳付貸款或任何欠款如有任何困難，借款人必須立即通知銀行。
11. 借款人在稅務貸款申請表上填報的資料如有任何改變，借款人須立即以書面通知銀行。如在貸款日期前發生任何不利變故，或借款人在稅務貸款申請表上向銀行提供任何不正確資料，銀行保留撤銷任何已批准貸款及要求立即償還貸款之權利。
12. 銀行有絕對酌情權認為合適之任何行動來執行本條款及章則，包括但不限於僱用第三方代理人追討借款人欠銀行之任何數額，而銀行進行訴訟或以其他方式追討借款人欠銀行之款項所引致的，或因行使銀行權利合理引致的一切合理費用及開支，包括合理法律訴訟費用以及上述第三方代理人之合理收費，借款人須應銀行要求全數賠償予銀行。
13. 銀行有權在銀行認為有需要時公開任何有關借款人及貸款之資料予任何人包括上述第三方代理人，而毋須再通告或徵求借款人之同意。
14. 如銀行有代借款人持有或控制任何財產，不論該等財產是否屬託管亦不論是否在一般業務運作下接受借款人託管，銀行對該等財產均有留置權。同時，銀行有權出售此等財產並以所得款淨額清還借款人所欠銀行的任何債務。
15. 銀行延遲行使其任何權利或銀行給予借款人任何寬限，並不表示銀行放棄其他任何權利，也不會損害銀行的任何權利。
16. 銀行有酌情權出售、分配或轉讓其與貸款有關之任何或所有權利及義務。借款人同意簽立或執行所有銀行合理要求的文件、事宜及事項，以便使此等出售或轉讓具有全面效力。
17. 銀行保留隨時補充、刪除及/或修訂本文件任何條款之權利，而銀行會將有關修改以書面通知借款人不時知會銀行之地址或以銀行認為合適之方式通知借款人。若有關之修改會影響費用及收費，以及借款人之責任或義務，則所需之通知期為六十天。
18. 任何向借款人作出通知，繳費通知或其他通訊，須發送往銀行所知悉的借款人的最後已知地址或其可能已透過書面方式知會銀行的其他地址，及如(i)親自送遞，將會在有關送遞之時視作為已送出，(ii)透過郵資信件發送，將會在寄發24小時後視作為已送出，及(iii)透過圖文傳真或電子途徑傳送，將會視作為在傳送之時送出。任何與銀行之通訊函件須以銀行確認收妥為準。
19. 若此等條款的任何條文被裁定為無效、違法或不能執行，該等條文只要在不改變或影響其餘的條文之情況下盡量與其餘的條文分割，而該等條文不會影響其餘的條文之法律力。
20. 並非本條款及章則任何一方的任何人士或實體，將不會擁有於《合約（第三者權利）條例》（香港法例第623章）下強制執行本條款及章則任何部分的權利。
21. 此等條款及章則須受香港特別行政區法律管轄。銀行就稅務貸款所發行之條款及章則及其他任何有關文件之中文譯本僅方便參考，在一切情況下均以中文版本為準。

TERMS AND CONDITIONS FOR TAX LOAN

1. Approval is contingent upon the credit record of the borrower (the "Borrower") having met the credit requirements of Industrial and Commercial Bank of China (Asia) Limited (the "Bank"). The Bank may grant a loan in a sum less than the amount the Borrower applies for and the approval of the loan is subject to the Bank's final decision. The Bank reserves the absolute right in its discretion without any liabilities to or recourse by the Borrower to decline the loan application without disclosing any reason. Successful applicants will be notified by an approval advice confirming the terms of the Tax Loan. Such approval will give rise to a creditor-debtor relationship between the Bank and the Borrower under the Tax Loan.
2. The expression "the Loan" when used herein means the principal amount advanced by the Bank or outstanding at any relevant time under the approved Tax Loan, as the same is reduced from time to time by the monthly repayments or increased by any advance made in accordance with these Terms and Conditions.
3. The interest rate, annualized percentage rate and all other fees and charges shall be subject to variation from time to time at the Bank's absolute discretion. The Bank will give the Borrower 60 days' notice before effecting any variation unless such variation is beyond the Bank's control in which case the Bank will give the Borrower such period of notice as is reasonable in the circumstances. Any such variation will be binding on the Borrower unless the Loan, interest accrued thereon and all other money due and owing by the Borrower to the Bank are fully repaid before the effective date of variation. Notwithstanding any other provisions herein to the contrary, the Loan, interest accrued thereon, and all other charges with respect to the Loan shall be subject to the Bank's overriding right of repayment on demand at any time.
4. The Bank is irrevocably authorized to debit the account of the Borrower specified in the Tax Loan Application Form with the amount of each monthly repayment on the due date (if the due date of Loan repayment falling on Saturday or Hong Kong general holiday, it will be changed to the following clearing day) after the Loan has been drawn down and to apportion the monthly repayments between principal, interest and any other fees and expenses as the Bank shall at its absolute discretion determine.
5. If the Borrower submits an early repayment application within 7 calendar days after the date of Loan disbursement, the relevant early repayment charges and the 1st month interest will be waived. If the Borrower submits an early repayment application after 7 calendar days from the date of Loan disbursement, early payment of the Loan is permissible subject to repayment of an amount equal to the sum of the outstanding monthly repayment less the interest refund calculated according to the "Rule of 78" plus early repayment charges (calculated at 1.5% of the outstanding principal balance of the Loan), the interest thereon and any other reasonable fees and expenses accrued up to and including the date of the next monthly repayment. The amount paid upon early repayment will also be subject to the Bank's determination of the allocation of prior payments between principal, interest and any other fees and expenses. Based on the "Rule of 78", the amount of interest paid each month

$$= \text{Interest for the full term} \times \frac{\text{Remaining number of monthly payments}}{\text{Sum of the number of monthly instalments in the loan}}$$
6. Without prejudice to the other rights and remedies of the Bank, when the Borrower is in default of making any monthly repayment or any part thereof when due, the Borrower shall, on the day after respective monthly repayment due date, pay to the Bank a surcharge equal to 3% per month of the overdue repayment amount from the due date of such instalment until the date of full repayment. No minimum amount of default interest will be applied.
7. The Loan together with the accrued interest and other reasonable charges/fees (including, without limitation, legal costs and reasonable expenses in enforcing these Terms and Conditions), shall become immediately due and payable without notice or demand by the Bank under the following circumstances:-
 - (a) the Borrower failing to observe or settle any obligations and liabilities owed to the Bank;
 - (b) the breach of any of these Terms and Conditions by the Borrower; or
 - (c) upon cancellation or termination of the account by the Borrower or by the Bank or on the Borrower's bankruptcy or death
 The Borrower or (if applicable) the Borrower's estate shall be liable for settling such outstanding balances. The Bank shall be entitled to charge finance charges at the rate(s) as the Bank's at its discretion specify on any unpaid sum on a daily basis from the date of cancellation or termination of the account or from the date of incurrence or discovery of the relevant indebtedness until the Bank shall have actually received payment (whether before or after judgment).
8. A statement or demand (in whatever form as the Bank deems fit) issued by the Bank as to the amount due and owing to the Bank under these Terms and Conditions or any other matter relating to the Loan is, in the absence of manifest error, conclusive and binding on the Borrower.
9. The Bank may, without notice, combine or consolidate the Loan, interest accrued thereon or handling fee with any other accounts which the Borrower maintains with the Bank and set-off or transfer any money standing to the credit of the Borrower's other accounts, whether held singly or jointly with others, in or towards satisfaction of the Borrower's liability to the Bank in respect of the Loan.
10. A handling fee(s) will be levied for each repayment returned for insufficient funds. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.
11. Any change to the information given in the Borrower's Tax Loan Application Form must be immediately notified to the Bank in writing. The Bank reserves the right to rescind any approval of the Loan and demand immediate repayment if any adverse change occurs prior or subsequent to the Loan draw down date or if any information provided to the Bank in the Borrower's Tax Loan Application Form is proved to be inaccurate.
12. The Bank may take such action as it thinks fit to enforce these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to the Bank and the Borrower shall be liable to reimburse on demand and indemnify the Bank in full against all reasonable costs and expenses reasonably incurred by the Bank in suing for or otherwise recovering any sum due to the Bank or otherwise in connection with any such enforcement action, including all reasonable legal charges and expenses and the reasonable charges of any third party agent employed as aforesaid.
13. The Bank shall be entitled to disclose any information in respect of the Borrower and the Loan to any other parties including any third party agent employed as aforesaid as the Bank may deem necessary without further reference to or consent from the Borrower.
14. The Bank is entitled to exercise a lien over all property of the Borrower which is in the possession or control of the Bank, for custody or any other reasons and whether or not in the ordinary course of business, with power of the Bank to sell such property and apply the net proceeds thereof to satisfy such indebtedness owed by the Borrower to the Bank.
15. No delay by the Bank to exercise any of its rights or indulgence granted by the Bank to the Borrower shall operate as a waiver or in any way prejudice any of its rights.
16. The Bank shall be entitled at its discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan and the Borrower agrees to execute such documents and do such acts and things as the Bank may reasonably require to give full effect to such assignment or transfer.
17. The Bank reserves the right to supplement, delete and/or to amend any of these Terms and Conditions from time to time and the Bank will notify the Borrower of any such alteration by means of written notice thereof sent to the Borrower's last address notified to the Bank from time to time, or in such manner as the Bank thinks fit. In case of any such alteration which affects fees and charges and liabilities or obligations of the Borrower, the notice period will be 60 days.
18. Any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Bank and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery, (ii) dispatched by letter postage, shall be deemed to have been given twenty-four hours after posting, and (iii) transmitted by facsimile or other electronic means, shall be deemed to have been given at the time of dispatch. Any notice or communication to the Bank shall not be effective until actually received by the Bank.
19. If any provision of these Terms and Conditions is ruled invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall continue in effect as if the invalid portion had been omitted from these Terms and Conditions.
20. Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 Laws of Hong Kong) to enforce any part of these Terms and Conditions.
21. These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. The Chinese translation of these Terms and Conditions and any other document issued by the Bank in connection with the Tax Loan is provided for convenience only and the Chinese version shall prevail for all purposes.

分期貸款產品資料概要
中國工商銀行(亞洲)有限公司

個人稅務貸款
2025 年 11 月 5 日

此乃分期貸款產品。				
本概要所提供的利率、費用及收費等資料僅供參考。請參閱我們的貸款確認書以瞭解您的分期貸款的最終條款。 在申請此產品前，請閱讀並理解本概要中的資訊。提交申請時，您將被要求確認已閱讀並理解本概要的內容。				
利率及利息支出				
利率	貸款金額：港幣 10 萬元			
	貸款期	6 個月	12 個月	24 個月
	利率範圍	2.34% - 5.82%	2.34% - 5.82%	2.46% - 5.82%
註： ● 利率是指貸款金額以百分比展示的每月平息。 ● 本行貸款確認書中的利率可能會在貸款期內變動。				
實際年利率	貸款金額：港幣 10 萬元			
	貸款期	6 個月	12 個月	24 個月
	實際年利率範圍	4.07%-10.37%	4.38%-11.10%	4.75%-11.35%
逾期還款年化利率 / 就違約貸款收取的年化利率	29.2% 當客戶未能在還款日清還已到期的還款額時，將收取逾期利息。該逾期利息以單利率計算：每期遲交款項之 2.43%，按月計算。不設最低逾期還款利息。			
還款				
還款頻率	本貸款需按 6 個月、12 個月、18 個月、24 個月還款。			
分期還款金額	以貸款額港幣 10 萬元，6 個月、12 個月或 24 個月還款為例：			
	貸款期	6 個月	12 個月	24 個月
	根據上述利率範圍計算之分期還款金額	港幣 16,861.67 元 - 港幣 17,151.67 元	港幣 8,528.33 元 - 港幣 8,818.33 元	港幣 4,371.67 元 - 港幣 4,651.67 元
總還款金額	以貸款額港幣 10 萬元，6 個月、12 個月或 24 個月還款為例：			
	貸款期	6 個月	12 個月	24 個月
	根據上述利率範圍計算之總還款金額	港幣 101,170 元 - 港幣 102,910 元	港幣 102,340 元 - 港幣 105,820 元	港幣 104,920 元 - 港幣 111,640 元
註： ● 如要計算適用於閣下特定情況的上述資訊，您可透過本行網站上的分期貸款服務計算機或到：工銀亞洲網頁 - 個人金融：個人稅務貸款以取得較準確資料。				
費用及收費				

手續費	豁免
逾期還款費用及收費	不適用
提早還款/提前清償/贖回的收費	<p>如您於貸款期內提前償還全數貸款時，將收取金額相等剩餘各期未供款項之總和減去按「78 法則」計得之利息退還數，提早償還手續費(為尚欠貸款之 1.5%)及於下月份還款期應付之利息及有關合理開支及費用。本行不接受任何部份提前償還貸款之要求。</p> <p><u>注意事項：</u></p> <p>客戶於申請提前償還全數貸款時，需考慮涉及的提早償還費用。假如客戶已按期償還了一段時間，餘下未償還的利息金額可能已經很小。雖然提前償還全數申請可節省未償還的利息，但未必足以彌補提早償還費用，甚至會造成得不償失的情況。有關詳情可參閱工銀亞洲網頁- 個人金融：個人稅務貸款。</p> <p>客戶在提取貸款後 7 個曆日內可提交提早清還要求，本行將豁免提早清還手續費及第一期應收利息，並將於收取提早清還要求後 1 個月內執行。</p>
退票/退回自動轉帳授權指示的費用	每次退票/退回自動轉帳授權指示時，每項將收取港幣 150 元
其他資料	
<ul style="list-style-type: none"> 應付的所有利息均以每月總計，並以每年 365 日為計算基礎。 實際年利率是一個參考利率，乃根據銀行營運守則所設定之方法計算，以年化利率展示出包括銀行產品的基本利率及其他費用與收費。 最終獲批核之實際年利率將視乎貸款額及信貸審批結果而有所調整。以上實際年利率只適用於成功申請及提取個人稅務貸款的中國工商銀行(亞洲)有限公司之客戶，而獲批核的貸款額達港幣 10 萬元、以個別每月平息及還款期計算。 以上例子只供參考，詳情請參閱有關宣傳單張。 貸款每月利息根據「78 法則」計算。有關詳情可參閱工銀亞洲網頁 - 個人金融：個人稅務貸款。 此概要的英文版本僅供參考。如中文及英文版本有任何不一致，概以中文版本為準。 	

Key Facts Statement (KFS) for Instalment Loan Industrial and Commercial Bank of China (Asia) Limited

Personal Tax Loan
5 November 2025

<p>This product is an instalment loan.</p> <p>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.</p> <p>Please read and understand the information in this KFS before you apply for this product. You will be requested to confirm that you have read and understood the information in this KFS when submitting the application.</p>									
Interest Rates and Interest Charges									
Interest Rate	<p>For a loan amount of HK\$100,000:</p> <table border="1"> <thead> <tr> <th>Loan Tenor</th> <th>6-month</th> <th>12-month</th> <th>24-month</th> </tr> </thead> <tbody> <tr> <td>Range of Interest Rate</td> <td>2.34%-5.82%</td> <td>2.34% - 5.82%</td> <td>2.46% - 5.82%</td> </tr> </tbody> </table> <p>Remark:</p> <ul style="list-style-type: none"> The Interest Rate is the monthly flat rate shown as a percentage of the amount borrowed for a month. The Interest Rate in our offer letter of your loan may change during the tenor of this loan. 	Loan Tenor	6-month	12-month	24-month	Range of Interest Rate	2.34%-5.82%	2.34% - 5.82%	2.46% - 5.82%
Loan Tenor	6-month	12-month	24-month						
Range of Interest Rate	2.34%-5.82%	2.34% - 5.82%	2.46% - 5.82%						
Annualised Percentage Rate (APR)	<p>For a loan amount of HK\$100,000:</p> <table border="1"> <thead> <tr> <th>Loan Tenor</th> <th>6-month</th> <th>12-month</th> <th>24-month</th> </tr> </thead> <tbody> <tr> <td>Range of APR</td> <td>4.07%-10.37%</td> <td>4.38%-11.10%</td> <td>4.75%-11.35%</td> </tr> </tbody> </table>	Loan Tenor	6-month	12-month	24-month	Range of APR	4.07%-10.37%	4.38%-11.10%	4.75%-11.35%
Loan Tenor	6-month	12-month	24-month						
Range of APR	4.07%-10.37%	4.38%-11.10%	4.75%-11.35%						
Annualised Overdue / Default Interest Rate	<p>29.2%</p> <p>If customer fails to settle the instalment amount on due date, default interest will be charged. A formula of simple default interest rate: 2.43% flat on past due instalment amount monthly. No minimum amount of default interest will be applied.</p>								
Repayment									
Repayment Frequency	Repayment Tenor can be 6-month, 12-month, 18-month, 24-month .								
Periodic Repayment Amount	<p>For a loan amount of HK\$100,000 with 6-month, 12-month or 24-month repayment:</p> <table border="1"> <thead> <tr> <th>Loan Tenor</th> <th>6-month</th> <th>12-month</th> <th>24-month</th> </tr> </thead> <tbody> <tr> <td>Periodic amount for the range of Interest Rate specified above</td> <td>HK\$16,861.67 - HK\$17,151.67</td> <td>HK\$8,528.33 - HK\$8,818.33</td> <td>HK\$4,371.67 - HK\$4,651.67</td> </tr> </tbody> </table>	Loan Tenor	6-month	12-month	24-month	Periodic amount for the range of Interest Rate specified above	HK\$16,861.67 - HK\$17,151.67	HK\$8,528.33 - HK\$8,818.33	HK\$4,371.67 - HK\$4,651.67
Loan Tenor	6-month	12-month	24-month						
Periodic amount for the range of Interest Rate specified above	HK\$16,861.67 - HK\$17,151.67	HK\$8,528.33 - HK\$8,818.33	HK\$4,371.67 - HK\$4,651.67						
Total Repayment Amount	For a loan amount of HK\$100,000 with 6-month, 12-month or 24-month repayment:								

Loan Tenor	6-month	12-month	24-month
Total repayment amount for the range of Interest Rate specified above	HK\$101,170 - HK\$102,910	HK\$102,340 - HK\$105,820	HK\$104,920 - HK\$111,640
Remarks: <ul style="list-style-type: none"> To calculate the total repayment amount applicable to your specific case, please use our online calculator accessible from our website or visit our website at ICBC (Asia) – Personal: Personal Tax Loan for details. 			
Fees and Charges			
Handling Fee	Waive		
Late Payment Fee and Charge	Not Applicable		
Prepayment /Early Settlement/ Redemption Fee	<p>The sum of the outstanding monthly repayment less the interest refund calculated according to the "Rule of 78" plus early repayment charges (calculated at 1.5% of the outstanding principal balance of the Loan), the interest thereon and any other reasonable fees and expenses accrued up to and including the date of the next monthly repayment will be charged if you fully repay the loan during the loan period. Partial repayment is not allowed.</p> <p><u>Important Notes:</u> Customer should consider the early repayment fee involved before apply fully settlement. Where customer has been making repayments as scheduled for some time, the amount of unpaid interest is likely to be small. Although the amount of unpaid interest saved, it may not enough to cover the early repayment fee that involved, the loss may outweigh the gain. Please refer to ICBC (Asia) website – Personal: Personal Tax Loan for details.</p> <p>Customer may submit an early repayment request within 7 calendar days from the date of loan disbursement. The early repayment request will be processed by the Bank within 1 month after receipt of such request and upon approval, the relevant early repayment fee and the 1st month interest will be waived by the Bank.</p>		
Returned Cheque / Rejected Autopay Charge	HK\$150 per return cheque / rejected autopay charge per payment		
Additional Information			
<ul style="list-style-type: none"> All interest payable hereunder shall be calculated on monthly rests where applicable in a 365-day year. Annualised Percentage Rate (APR) is calculated according to the method set out in the relevant guidelines referred to in the Code of Banking Practice. A reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. The final approved APR is subject to the loan amount and credit assessment result. The above APRs are only applicable to the customers of Industrial and Commercial Bank of China (Asia) Limited who successfully apply for and drawdown the personal tax loan. The approved Loan amount of HK\$100,000, monthly flat rate and repayment tenor are applicable on a case-by-case basis. The above example is for reference only, please refer to the relevant promotion materials for details. The interest is calculated in accordance with the "Rule of 78". Please refer to ICBC (Asia) website – Personal: Personal Tax Loan for details. The English version of this KFS is for reference only. The Chinese version will prevail if there is any inconsistency between the English and Chinese versions. 			

重要通知
致有關人士

閣下在因應閣下本人或其他人士在中國工商銀行（亞洲）有限公司（本行）申請信貸而提供閣下資料之前，請先小心閱讀此通知：-

- (1) 本行可將閣下的資料提供予信貸資料服務機構，或在出現逾期還款的情況下，將該等資料提供予收帳代理，該等資料將會分享給所有在多間個人信貸資料庫模式下已入選的信貸資料服務機構和為本行提供有關保險的保險機構或其附屬公司；
- (2) 閣下有權要求獲告知那些資料通常會如上述被披露，與及有權獲得進一步資料，藉以向有關信貸資料服務機構或收帳代理提出查閱及改正資料的要求；
- (3) 除非逾期欠帳金額由欠帳日起計60日內被全數清還或撇帳（除了因破產令導致之外），否則閣下的帳戶資料有可能被信貸資料服務機構保留，直至該欠帳金額獲最終全數清還之日起計5年之期屆滿為止；及當適用的話；
- (4) 如閣下因被頒布破產令而導致任何金額被撇帳，不論閣下帳戶還款資料是否顯示有重要欠款，閣下由信貸資料服務機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由閣下提出證據通知信貸資料服務機構閣下已獲解除破產令的5年止（以較先出現的情況計算）；
- (5) （倘若該信貸的申請並不涉及住宅樓宇按揭貸款）當帳戶全數結清而終止時及符合在帳戶終止前5年內沒有出現重要欠帳*的條件下，閣下有權向信貸提供者提出指示，使閣下依照個人信貸資料實務守則（“該守則”）第2.15條的規定，要求信貸資料服務機構刪除與已終止的帳戶有關的資料。
- (6) 本行在考慮閣下的申請時，將會參考下述信貸資料服務機構對閣下作出的信貸報告。假如閣下有意查閱該信貸報告，請直接與相關信貸資料服務機構聯絡，地址如下：

環聯

香港九龍尖沙咀廣東道15號港威大廈第5座8樓811室

電話：2577 1816

客戶服務部

電郵地址：tu_foc@transunion.com

網頁地址：www.transunion.hk

及/或

平安金融壹賬通徵信服務（香港）有限公司

香港九龍觀塘海濱道123號綠景NEO大廈16樓03-04室

電話：2271 6268

平安壹賬通徵信運營及客服團隊

電郵地址：cra_contact@paoc.com.hk

網頁地址：www.paocra.com.hk

及/或

鄧白氏商業資料(香港)有限公司

香港皇后大道東50號太古廣場六座23樓

電話：2516 1100

假如閣下有意查閱關於信貸申請中信貸資料服務機構信息，可以聯絡客戶服務熱線。

- (7) 閣下可以在每十二個月內向每間在多間個人信貸資料庫模式下已入選的信貸資料服務機構免費查閱一份信貸報告，請直接與信貸資料服務機構聯絡，聯絡資料如下：

環聯（同上第六點）

平安金融壹賬通徵信服務（香港）有限公司（同上第六點）

* 現時在該守則內被介定為逾期欠款超過60日

此通知乃補充由本行不時所發出的「關於個人資料(私隱)條例(“條例”)的客戶及其他個別人士通知」中英文本如有歧義，概以英文本為準。

**IMPORTANT NOTIFICATION
TO WHOM IT MAY CONCERN**

Before providing to us your data in connection with your application or in connection with another person's application for credit (as the case may be) at Industrial and Commercial Bank of China (Asia) Limited (the Bank), please carefully read this notification: -

- (1) The Bank may provide your data to credit reference agencies ("CRAs") or, in the event of default, to a debt collection agency ("DCA"). The data subject will be shared with all Selected CRAs under the Multiple Credit Reference Agency Model and may be shared with an insurer or a subsidiary of an insurer in relation to the provision of insurance coverage to the bank by the insurer or a subsidiary of an insurer;
- (2) You have the right to request to be informed, about which items of data are routinely disclosed to CRAs or, in the event of default, to DCA, and the right to be provided with further information to enable the making of a data access and correction request to the relevant CRAs or DCA, as the case may be;
- (3) In the event of any default in repayment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, otherwise you shall be liable to have your account data retained by CRAs until the expiry 5 years from the date of final settlement of the amount in a default; and where applicable;
- (4) In the event of any amount being written off due to a bankruptcy order being made against you, you shall be liable to have your account repayment data retained by CRAs, regardless of whether the account repayment data reveal any material default, until the earlier of 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 your discharge from bankruptcy as notified to CRAs by you with evidence; and
- (5) (Where the credit applied for does not involve a residential mortgage loan) upon termination of the account by fully repayment and on condition that there has not been, within 5 years immediately before account termination, any material default* on the account, you will have the right to instruct the Bank to make a request to CRAs to delete from their database any account data relating to the terminated account in accordance with clause 2.15 of the Code of Practice on Consumer Credit Data (Code).
- (6) The Bank will consider credit report(s) on you provided by the credit reference agencies referred to below in considering your application. In the event, you wish to access the credit report(s), you may contact the relevant credit reference agencies directly at the following address:

TransUnion

Suite 811, 8th Floor, Tower 5, The Gateway, 15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong.

Telephone: 2577 1816

Consumer Services & Operations

Email address: tu_foc@transunion.com

Official website: www.transunion.hk

and/or

Pingan OneConnect Credit Reference Services Agency (HK) Limited

Unit 1603-1604, Level 16, NEO Building, 123 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Telephone: 2271 6268

Operations and CS

Email address: cra_contact@paoc.com.hk

Official website: www.paocra.com.hk

and/or

Dun & Bradstreet (HK) Ltd.

23/F, Six Pacific Place, 50 Queen's Road East, Hong Kong

Telephone: 2516 1100

For any enquiry about the Credit Reference Agencies in your credit facility application, please contact our customer service hotline.

- (7) You are entitled to request for a credit report from each Selected CRA under the Multiple Credit Reference Agency Model without charge in any twelve-month period respective to each Selected CRA at the following address:

TransUnion (same as above)

**Pingan OneConnect Credit Reference Services Agency (HK) Limited
(same as above)**

* As currently defined in the Code as a default in payment for a period in excess of 60 days.

This notification is supplementary to the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" issued from time to time by the Bank.

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

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
其他個人人士通知

- (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。為免疑問，「資料當事人」不包括任何法人團體。
- (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(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 考慮及評估資料當事人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) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「信貸提供者」)進行信用檢查及追討欠債；
 - (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)；及
 - (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，但若適用之法律(包括香港境內或境外之法律，下同)有所要求，僅在獲得資料當事人的單獨同意的情况下，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者；
 - (v) 資料當事人選擇將銀行持有的該等資料提供予向其提供服務的其他銀行及金融服務提供；
 - (vi) 向資料當事人的戶口作出任何存款的人士(該存款確認書影本可能載有關於資料當事人的姓名)；
 - (vii) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者)，以及有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (viii) 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律、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；
 - (ix) 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；
 - (x) 承諾將有關資料保密的商戶或聯營實體；及
 - (xi)
 - (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者；
 - (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。若適用之法律有所要求，銀行將徵求資料當事人針對該等跨境傳輸活動的單獨同意。銀行所收集的個人圖像、身份識別信息不得用於維護公共安全以外的其他目的，除非已取得當事人的單獨同意。

- (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者；
 - (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) 銀行只會在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。如資料當事人不希望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拒絕促銷。
- (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、已撤帳(因破產令導致除外)、因破產令導致已撤帳)；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) 若適用之法律有所要求，銀行將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供資料當事人個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或(若適用之法律有所要求)前述的個人資料接收方將按照適用之法律使用及保存個人資料。
- (9) 銀行收集的部分資料可能構成適用之法律下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，銀行才會處理敏感個人信息。若適用之法律有所要求，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。
- (10) 使用應用程式介面(「API」)向資料當事人的其他銀行及第三方服務供應商轉移個人資料銀行可根據資料當事人向銀行、向資料當事人提供服務的其他銀行或資料當事人使用之第三方服務供應商(包括其他金融服務提供者)所發出的指示，使用銀行的API向該等其他銀行及第三方服務供應商轉移資料當事人的資料，以作銀行、資料當事人的其他銀行或或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。
- (11) 根據條例及適用之法律的條款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信貸資料服務機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務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))。

- (vi) 根據適用之法律，要求本行刪除資料當事人的個人資料；
- (vii) 根據適用之法律，反對以某種特定方式使用資料當事人個人資料；
- (viii) 根據適用之法律，要求對處理資料當事人個人資料的規則進行解釋說明；
- (ix) 根據適用之法律，且滿足適用之法律的要求的情況下，要求本行將您向本行提供的個人資料轉移給您選擇的第三方；
- (x) 根據適用之法律，撤回對收集、處理或轉移資料當事人個人資料的同意(資料當事人應注意，資料當事人撤回他的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務)；和
- (xi) 根據適用之法律，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。
- (12) 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撤帳(因破產令導致撤帳除外)，否則帳戶還款資料(定義見以上第(11)(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。
- (13) 如資料當事人因被頒布破產令而導致任何帳戶金額被撤帳，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(11)(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)。
- (14) 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，或任何其他他人為借款人而有關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。

- (15) 根據條例各條款及/或適用之法律的條款，銀行有權就處理任何查閱資料的要求收取合理費用。
- (16) 任何關於查閱或改正資料、索取關於資料政策及慣例或所持有的資料種類，或更改同意/拒絕銀行把資料當事人資料用於直接促銷的要求，應向下述人士提出：
- 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
- (17) 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。
- (18) 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。
- (19) 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。

二零二五年八月

**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. For the avoidance of doubt, data subjects shall not include any incorporated bodies.
- (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 (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (4) The purpose for which data relating to a data subject may be used are as follows:
- (i) considering and assessing the data subjects' 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 credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - (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); and
 - (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
- (ix) purposes relating thereto.
- (5) Data held by the Bank relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as required by the applicable laws (including the laws within or outside Hong Kong)), 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) other banks and financial services providers to whom the customer has chosen to provide his information held by the Bank in connection with the provision of services to the customer by those other banks and financial service providers;
 - (vi) 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);
 - (vii) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (viii) 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;
 - (ix) 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;
 - (x) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (xi)
 - (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. Insofar as required by the applicable laws, we will obtain the data subject's separate consent in relation to such international transfers. Personal images and identification information collected by the bank shall not be used for purposes other than maintaining public security, unless relevant separate consent has been obtained.
- (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:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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 Bank and/or:
 - (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 or 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); and
- (e) 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. If a data subject does not wish the Bank 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 Bank.
- (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 agencies:
- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.
- Credit reference agencies will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (8) To the extent required under the applicable laws, the Bank will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by the applicable laws, in accordance with the applicable laws.
- (9) Some of the data collected by the Bank may constitute sensitive personal data under the applicable laws. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by the applicable laws, such sensitive personal data will be processed with the data subject's separate consent.
- (10) Transfer Of Personal Data To Data Subject's OTHER BANKS AND Providers Using Application Programming Interfaces of the Bank ("API")
The Bank may, in accordance with the data subject's instructions to the Bank, other banks providing services to the customer or third party service providers (including other financial service providers) engaged by the data subject, transfer data subject's data to such other banks and third party service providers using the Bank's API for the purposes notified to the data subject by the Bank, the customer's other banks or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.
- (11) Under and in accordance with the terms of the Ordinance and the applicable laws, and the Code of Practice on Consumer Credit Data, the data subject has the right :
- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) 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;
- (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 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 the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (vi) insofar as required by the applicable laws, to request the Bank to delete the personal data of the data subject;
- (vii) insofar as required by the applicable laws, to object to certain uses of the personal data of the data subject;
- (viii) insofar as required by the applicable laws, request an explanation of the rules governing the processing of the personal data of the data subject;
- (ix) insofar as required by the applicable laws, to ask that the Bank transfer personal data that the data subject have provided to the Bank to a third party of data subject's choice under circumstances as provided under the applicable laws;
- (x) insofar as required by the applicable laws, to withdraw any consent for the collection, processing or transfer of the personal data of the data subject (the data subject should note that withdrawal of his consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (xi) insofar as required by the applicable laws, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.
- (12) 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 (11)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (13) 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 (11)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (14) 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:-
- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) 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(s) obtained by the Bank from the credit reference agency(ies), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (15) In accordance with the terms of the Ordinance and (insofar as required by the applicable laws), the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (16) The person to whom requests for access to data or correction of data, information regarding policies and practices and kinds of data held or change his consent/ objection regarding the Bank using his personal data in direct marketing are to be addressed is as follows :
- The Data Protection Officer**
Industrial and Commercial Bank of China (Asia) Limited
33/F., ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166
- (17) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (18) 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.
- (19) 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 2025
125-0510U/2506/GH

有關工銀信用卡主要條款及細則摘要

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聲明

1. 以上資料均屬真實，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」，銀行現可透過信貸資料服務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，由信貸資料服務機構再保留多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)有權指示銀行要求信貸資料服務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)明白及同意貴銀行有權要求本人(等)呈交其他文件。
9. 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。
10. 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)。
11. 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。
12. 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。
13. 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。
14. 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。
15. 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。
16. 若本人同意向香港明愛捐款，本人同意貴行從本人之ICBC香港明愛萬事達卡賬戶內支取餘額款項作為捐款。在本人於任何還款期內之每項零售簽賬額上加上一個金額，使合共金額調高至最接近一或十港元單位之整數，而該項加上之金額就是捐款數目。就任何一項簽賬餘額捐款選擇計算捐款金額時，所有現金透支、結餘轉戶、自動轉賬、信用卡現金兌現金額及其分期還款額、稅務及私人貸款及其分期還款額、分期付款、籌碼兌換、博彩交易、信用卡年費、各類手續費及財務費用均不會納入有效交易計算。本人授權貴行披露與本人有關的資料予香港明愛，以處理此捐款及發放捐款收據。有關捐款(定額及簽賬餘額)將列印於本人之信用卡月結單上，而款額將不納入為零售簽賬。
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。
18. 非香港居民申請ICBC銀聯雙幣信用卡謹此聲明，主卡申請人- 本人為非香港居民，即本人並非香港居民身份證持有人，而現時沒有以香港居民身份證持有人的身份於銀行持有任何ICBC銀聯雙幣信用卡(包括但不限於主卡及附屬卡)。本人明白銀行只接受本人以香港居民或非香港居民(取決於本人是否香港居民身份證持有人)申請ICBC銀聯雙幣信用卡。銀行將視乎本人聲明的香港居民或非香港居民身份，並按不時適用的監管規定，向本人提供信用卡服務。本人謹此承諾，若本人在此聲明的日期之後成為香港居民身份證持有人，本人應在切實可行的情況下盡快通知銀行有關變更。本人明白，銀行在收到有關通知後，將更新有關記錄，並按適用於本人香港居民身份的監管規定，提供信用卡服務。本人明白，若本人違反由本人作出的聲明及/或上述承諾，銀行可隨時不給予事先通知而終止或暫停本人之ICBC銀聯雙幣信用卡。銀行恕不負責由此涉及的任何損失或與前述違反有關或由前述違反引起的任何申索。

注意事項

1. 新卡豁免首三年年費。
2. 工銀理財金信用卡-萬事達白金卡乃專為中國工商銀行(亞洲)有限公司「理財金賬戶」客戶而設，客戶享有豁免年費優惠；若申請人取消「理財金賬戶」戶口，工銀理財金信用卡-萬事達白金卡亦將被取消，相關之專有優惠亦不適用。
3. 工銀財富信用卡/雙幣信用卡乃專為中國工商銀行(亞洲)有限公司「工銀財富」客戶而設，客戶享有豁免年費優惠；若申請人取消「工銀財富」戶口，工銀財富信用卡/雙幣信用卡亦將被取消，相關之專有優惠亦不適用。
4. 工銀聯合出版信用卡/雙幣信用卡、工銀粵港澳灣區信用卡/雙幣信用卡、工銀宇宙星座信用卡/雙幣信用卡、工銀理財金信用卡、工銀財富信用卡/雙幣信用卡及工銀長隆信用卡/雙幣信用卡獎賞計劃將預設為現金回贈。如欲更改信用卡獎賞計劃，請透過本行網頁個人金融>信用卡>實用資料或到Customer Services -ICBC (Asia) (icbcasia.com)下載有關賬戶服務申請表格。
5. 如果您發現任何未經授權的交易或失竊，您應立即聯絡本行。
6. 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%-29.33%及18.06%-31.52%。
7. 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。
8. 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。
9. 作為申請用途，銀行將查閱信貸資料服務機構的資料庫，以進行申請人的信貸檢討。
10. 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。
11. 為儘快辦理閣下之申請，請緊記附上下列文件之副本：
 - (a) 主卡及/或附屬卡申請人之香港身份證；
 - (b) 最近三個月內之現居住址證明，如電費單或銀行月結單。如永久地址與住宅地址不同，請提供永久地址證明；
 - (c) 印有閣下姓名、賬戶號碼及最近三個月薪酬之銀行月結單或存摺或最近三個月之薪金單；或
 - (d) 若申請人未能提供能顯示最近三個月薪金之銀行月結單或存摺，則必須提供最新之薪俸稅單或其他最新的薪金證明文件，及連同申請人之其他最近期之財務資料/資產證明一併遞交。
 - (e) 最近之利得稅稅單或個人入息稅單及最近三個月銀行賬戶月結單(適用於自僱人士)。合夥人或有限公司可提交個人銀行賬戶月結單；獨資公司可提交個人或公司銀行賬戶月結單。
12. 本行保留向申請人索取額外文件之權利。
13. 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。

特選客戶信用卡申請之條款及細則 (如適用)

1. 特選客戶須為 (以下其中一項) :
 - 1) 申請人通過高端人才通行證計劃 (高才通) 的來港人士 ; 或
 - 2) 申請人通過優秀人才入境計劃 (優才) 的來港人士 ; 或
 - 3) 申請人通過輸入內地人才計劃 (專才) 的來港人士 ; 或
 - 4) 申請人受僱於中國內地的政府機關部門或企業 . 政府機關部門或企業包括 :
 - (i) 四大駐港公署 : 即外交部駐港公署、中央人民政府駐港聯絡辦公室 (香港中聯辦)、解放軍駐港部隊及中央駐港國家安署
 - (ii) 央企 : 央企包括國務院國資委或財政部管理的央企名錄內的企業 . 含集團母公司和各級子公司
 - (iii) 地方國企 : 地方國企需為省 (直轄市) 屬企業 . 含集團母公司和各級子公司
 - (iv) 頭部民企 : 頭部民企需為全國工商聯最新發佈的前100 強民營企業
2. 特選客戶主卡及/或附屬卡申請人必須提供以下有效證明文件 :
 - 1) 身份證明文件 (以下其中一項) :
 - (i) 中國身份證 ; 或
 - (ii) 香港身份證明文件 及 往來港澳通行證 ; 或
 - (iii) 護照 (如屬於「三才計劃」客群 (高才通/優才/專才) . 必須同時提供相關簽證證明。)
 - 2) 若屬於外派人員 . 需提供公司名片或附有企業商標及員工姓名的工作證明 (由公司人力資源部或認可部門發出)
 - 3) 收入證明文件 :

對於固定收入的申請人 . 需提供最近三個月內其中一個月的收入證明 ; 對於非固定收入的申請人 . 應提供最近三個月的收入證明 . 具體收入證明文件可提供銀行月結單 (需顯示銀行名稱、戶口持有人姓名及薪金記錄)、公司發出的薪金證明函或經其公司人力資源部確認收入的證明文件等。
 - 4) 住址證明文件 :
 - (i) 最近三個月內發出的香港住宅住址證明 ; 或
 - (ii) 如申請人未能提供香港住宅住址證明 . 可接受香港公寓或酒店式公寓地址 . 另需提供中國內地的住址證明 (需顯示客戶的姓名 . 並與客戶身份證明文件顯示的姓名一致) . 並提供由中國內地的公用事業機構或銀行發出的住址證明文件 (如水費單或銀行月結單) 或中國內地戶口簿的地址頁等。
3. 如申請人是受僱於中國內地的政府機關部門或企業 . 只持有中國身份證明文件或申請人在職企業安排於中國內地發薪 . 在我行申請信用卡時需要求客戶同時開立工銀亞洲銀行賬戶 (如已開立本行銀行賬戶 . 需提供賬戶資料) . 如申請人開立本行銀行賬戶時 . 可豁免 :
 - 1) 我行見證/到港開戶時間需要六個月或以上的條件
 - 2) 於我行及他行持有流動資產五萬元港幣的要求。
4. 如申請人於中國內地發薪或提供資產證明 . 必須申報於中國內地的個人無抵押債務及抵押債務的資料 (包括總結欠及每月供款金額 ; 無抵押債務總結欠包括信用卡、循環貸款及個人貸款等 . 以人民幣計算)。

與本銀行關係之補充資料文件

《銀行業(風險承擔限度)規則》及CR-G-9對關連各方的風險承擔的相關術語定義：

- (1) 相關僱員指 -
 - (a) 以委員會(如信貸委員會)成員或個人身份負責批核金融通申請的工銀亞洲僱員；
 - (b) 工銀亞洲的高級管理層(包括其行政總裁)；
 - (c) 經理指獲中國工商銀行(亞洲)委任、或獲根據與工銀亞洲作出的安排行事的人委任，以擔任(不論是單獨或與其他人一起擔任)工銀亞洲在《銀行業條例》附表14指明的任何一項或多於一項的事務或業務的主要負責人的個人，但工銀亞洲的董事及行政總裁除外。此外，在根據《銀行業條例》第(14)(cb)條款作出的公告，宣布某人或某類別人士不屬此定義所指的經理或某類別的經理的情況下，不包括該公告所宣佈的人，亦不包括屬於該公告所宣佈的類別的人。

- (2) 親屬就某自然人而言，指其 -
 - (a) 父母；
 - (b) 繼父母或領養父母；
 - (c) 配偶；
 - (d) 如該人是夫妻關係的一方-該關係中的另一方；
 - (e) 同居伴侶；
 - (f) 配偶的父母、繼父母或領養父母；
 - (g) 子、繼子、女、繼女或領養子女。

- (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。
 - (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。
 - (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。
 - (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。

- (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
 - (a) 該人擁有受控制實體超過50%的表決權；
 - (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；
 - (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；
 - (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
 - (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。

- (5) 如本補充資料的中、英文版本有任何差異，概以英文版本為準。

信用卡產品資料概要

中國工商銀行(亞洲)有限公司

信用卡

2025年6月20日

此乃信用卡產品。 此概要所提供的利息、費用及收費等資訊僅供參考，請參閱本行的持卡人協議及收費表以了解詳情。 在申請此產品前，請閱讀並理解本概要中的資訊。提交申請時，您將被要求確認已閱讀並理解本概要的內容。			
利率及利息支出			
零售消費利率	當您開立信用卡帳戶時為 15%-26%* ，而本行會不時作出檢討。		
現金透支利率	當您開立信用卡帳戶時為 15%-26%* ，而本行會不時作出檢討。利息會按透支金額從[交易日/上期結單日起按日計算]，直至該金額全數清還為止。		
零售購物的實際年利率	當您開立信用卡帳戶時為 16.08%-29.33%* ，而本行會不時作出檢討。 如您在每月到期日或之前付清全數的結欠金額，本行將不收取利息。否則，將對[(i)未付結欠金額]從[上期結單日起按日]收取利息，直至該金額全數清還為止，[以及(ii)每筆新交易金額(自上期結單日以來進行的交易)從該筆交易日起按日]收取利息，直至該金額全數清還為止。		
現金透支的實際年利率	當您開立信用卡帳戶時為 18.06%-31.52%* ，而本行會不時作出檢討。現金透支金額將從[交易日/上期結單日起按日]收取利息，直至該金額全數清還為止。		
拖欠款項的實際年利率	不適用		
免息期	<ul style="list-style-type: none"> • 長達55天 • 免息還款期並不適用於現金透支交易 		
最低付款額	所有利息、費用及收費（包括可能收取的年費）加上未付本金的 1% 。 最低收費為 HKD50 ，以較高者為準		
費用			
年費(以每張卡計)	信用卡種類	主卡	附屬卡
	Visa Infinite卡	HKD6,800	HKD3,000
	萬事達世界卡 / 聯營鑽石卡	HKD1,900	HKD950
	Visa Signature卡	HKD1,800	HKD900
	白金卡 / ICBC銀聯雙幣鑽石卡	HKD1,000	HKD500
	金卡 / 鈦金卡	HKD480	HKD240
	普通卡	HKD240	HKD120
	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。		
現金透支費用	港幣賬戶：每次為交易金額之 3% 或最低收費為 HKD100 人民幣賬戶：每次為交易金額之 3% 或最低收費為 RMB100 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。		
外幣交易的有關費用	每筆以非港幣進行的信用卡交易，會徵收交易金額的 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)。 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。		
以港幣支付外幣交易的有關費用	您在外地消費時，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，而非由本行提供。您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，所涉及之費用可能會較以外幣簽賬的手續費為高。 [此費用非由本行收取。]		
逾期付款費用	HKD220 或最低還款額，以較低者為準。		
超出信用限額手續費	每月月結單 HKD150		
退票費用	每筆 HKD110		

說明範例

- 假設 -
- 結欠 = **\$20,000**
 - 年利率 = **30%**
 - 沒有新增交易
 - 沒有年費及其他費用
 - 結單日期後第**26**日到期還款並假設於到期日或之前還款。

假設您的信用卡沒有額外收費，而每個月繳付…	您償還港幣 20,000 元的欠款約需…	及預計需繳付之總額為…
只支付最低還款額	26 年	\$67,537
\$849	3 年	\$30,565 (節省金額 = \$36,972)

備註：

如要計算適用於閣下特定情況的上述資訊，您可透過本行網站上的信用卡服務計算器：中國工商銀行(亞洲)網站>e工具>計算機>信用卡還款計算機或到 <https://www.icbcasia.com/hk/tc/e-tools/calculator/credit-card-repayment-calculator/default.html>以取得較準確資料。

*上述之實際年利率乃根據銀行營運守則計算。

註：

1. 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事先通知。
2. 此概要的英文版本僅供參考。如中文及英文版本有任何不一致，概以中文版本為準。

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

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，否則在本文中所使用的詞語的定義載於相關合約。

1. 保障信用卡的安全與認證因素(例如個人密碼及認證令牌)、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受信用卡。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、認證因素、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)。信用卡持卡人不應向任何其他人士披露信用卡的認證因素、電子卡賬戶號碼或任何一次性密碼，並應秉誠行事，並合理地謹慎及致力將該認證因素、電子卡賬戶號碼及每個一次性密碼保密。此外，亦需要採取合理步驟妥善存放卡，並將認證因素保密以防止欺詐行為。特別是採用生物特徵、軟令牌或裝置綁定作為進行相關交易(例如非接觸式流動支付)的認證因素之一所涉及的風險，以及確保裝置和認證因素安全的相關保護措施。倘信用卡持卡人獲悉認證因素、電子卡賬戶號碼或任何一次性密碼已被或可能被任何其他人士所知悉，信用卡持卡人須盡快通知銀行或致電熱線，而信用卡持卡人須盡快更改認證因素及/或取消電子卡賬戶號碼。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. 遺失信用卡與披露認證因素、電子卡賬戶號碼或一次性密碼之最高責任限額

您通知本行其卡/認證因素遺失、被盜取，或認證因素或卡資料已遭洩露前，有關的卡與移動支付服務有關的移動信用卡、已安裝移動信用卡的近場通訊(NFC)智能電話、用戶身份及/或密碼被用作未經授權交易，則可能需要承擔有關的損失。如您並無作出任何欺詐或嚴重疏忽行為，並在發現其卡/認證因素遺失或被盜取，或其或認證因素或卡資料已遭洩露後，在可能情況下儘快通知本行，您就這類卡損失要承擔的責任應以本行指明的限額為限，而有關的限額不應超過500港元。此限額僅適用於與有關卡賬戶關連的損失，且並不涵蓋現金透支。有關詳情請參閱信用卡持卡人合約。

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、認證因素、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，並將之歸還銀行。

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同意有關修訂，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。

13. 人民幣卡賬戶付款(適用於銀聯雙幣信用卡)

人民幣卡賬戶的收費須在銀行於香港任何一間分行以人民幣或以銀行不時通知的其他方式繳付。銀行可在特殊情況下，惟並無任何義務接納港幣或銀行所接納的其他外幣繳付人民幣卡賬戶的款項。賬戶持有人及信用卡持卡人須共同及個別對匯兌折算引致的任何差額負責。

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2189 5588。

中國工商銀行(亞洲)有限公司 信用卡流動支付服務主要條款及細則

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，否則在本文中所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

2. 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。
3. 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/或資料負上責任。
4. 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。
5. 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

6. 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。
7. 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。交易只可在上述有效時限內進行。
8. 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。
9. 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已經登出。
10. 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

11. 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。
12. 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。

13. 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。
14. 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。
15. 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2189 5588。

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。為免疑問，「資料當事人」不包括任何法人團體。
- (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(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 考慮及評估資料當事人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) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「信貸提供者」)進行信用檢查及追討欠債；
 - (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賬戶資料之條文)；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)；及
 - (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，但若適用之法律(包括香港境內或境外之法律，下同)有所要求，僅在獲得資料當事人的單獨同意的情况下，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) 資料當事人選擇將銀行持有的該等資料提供予向其提供服務的其他銀行及金融服務提供；
 - (vi) 向資料當事人的戶口作出任何存款的人士(該存款確認書影本可能載有關於資料當事人的姓名)；
 - (vii) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者)，以及有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (viii) 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律、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；
 - (ix) 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；
 - (x) 承諾將有關資料保密的商戶或聯營實體；及
 - (xi)
 - (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。若適用之法律有所要求，銀行將徵求資料當事人針對該等跨境傳輸活動的單獨同意。銀行所收集的個人圖像、身份識別信息不得用於維護公共安全以外的其他目的，除非已取得當事人的單獨同意。

- (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商；
 - (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) 銀行只會在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。如資料當事人不希望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拒絕促銷。

- (7) 就資料當事人(不論以借款人、按揭人或擔保人身份，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：

- (j) 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) 就每宗按揭的按揭賬戶狀況(如有效、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(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

- (8) 若適用之法律有所要求，銀行將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供資料當事人個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或(若適用之法律有所要求)前述的個人資料接收方將按照適用之法律使用及保存個人資料。

- (9) 銀行收集的部分資料可能構成適用之法律下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，銀行才會處理敏感個人信息。若適用之法律有所要求，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。

- (10) 使用應用程式介面(「API」)向資料當事人的其他銀行及第三方服務供應商轉移個人資料銀行可根據資料當事人向銀行、向資料當事人提供服務的其他銀行或資料當事人使用之第三方服務供應商(包括其他金融服務提供者)所發出的指示，使用銀行的API向該等其他銀行及第三方服務供應商轉移資料當事人的資料，以作銀行、資料當事人的其他銀行或或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

- (11) 根據條例及適用之法律的條款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信貸資料服務機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務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，指示銀行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(即緊接銀行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))。

- (vi) 根據適用之法律，要求本行刪除資料當事人的個人資料；
- (vii) 根據適用之法律，反對以某種特定方式使用資料當事人個人資料；
- (viii) 根據適用之法律，要求對處理資料當事人個人資料的規則進行解釋說明；
- (ix) 根據適用之法律，且滿足適用之法律的要求的情況下，要求本行將您向本行提供的個人資料轉移給您選擇的第三方；
- (x) 根據適用之法律，撤回對收集、處理或轉移資料當事人個人資料的同意(資料當事人應注意，資料當事人撤回他的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務)；和
- (xi) 根據適用之法律，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

- (12) 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(定義見以上第(11)(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。

- (13) 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(定義見以上第(11)(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)。

- (14) 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，或任何其他他人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。

- (15) 根據條例各條款及/或適用之法律的條款，銀行有權就處理任何查閱資料的要求收取合理費用。

- (16) 任何關於查閱或改正資料、索取關於資料政策及慣例或所持有的資料種類，或更改同意/拒絕銀行把資料當事人資料用於直接促銷的要求，應向下述人士提出：

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

- (17) 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。

- (18) 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。

- (19) 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。

二零二五年八月

迎新優惠條款及細則

個別信用卡迎新禮品之條款及細則

<p>工銀聯合出版信用卡-Visa Signature卡 工銀聯合出版雙幣信用卡-銀聯鑽石卡/銀聯白金卡/銀聯虛擬卡</p>			
<p>1. 迎新優惠只適用於由2026年4月1日起至2027年3月31日(包括首尾兩天), 成功申請及獲批核由中國工商銀行(亞洲)有限公司(「本行」)所發行的下述指定信用卡(「指定信用卡」)之全新主卡申請人。如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡), 即不可獲享有關優惠。</p> <p>2. 成功申請指定信用卡的全新主卡申請人須於期限內以相關信用卡符合以下之發放禮品要求/認可消費要求方可獲享優惠：</p>			
優惠	禮品	申請指定信用卡	發放禮品要求/認可消費要求
迎新優惠	港幣300元聯合新零售電子文化禮券	<ul style="list-style-type: none"> 工銀聯合出版雙幣信用卡-銀聯虛擬卡 工銀聯合出版信用卡-Visa Signature卡 工銀聯合出版雙幣信用卡-銀聯鑽石卡 工銀聯合出版雙幣信用卡-銀聯白金卡 	發卡後2個月內之以相關信用卡簽賬或現金透支滿港幣或人民幣 3,000元
<p>迎新優惠將於申請人符合上述發放禮品要求後6至8星期內以電郵形式傳送予閣下。聯合新零售電子文化禮券適用於三聯書店、中華書局、商務印書館各香港門市及「一本」(流動應用程式、網頁)用以購買商品, 相關使用條件及要求以商戶規定為準。如欲獲享迎新優惠或其他推廣優惠(如有), 申請人必須成為「一本@SUPER Card會員」, 並需於此申請表填寫電郵地址。</p> <p>聯合新零售電子文化禮券有效期為一年, 逾期無效, 並不可兌換現金及或其他禮品。閣下一經申請此信用卡, 即等同授權我行有權將閣下的電郵地址提供予聯合出版集團以確認閣下之會籍資格, 以作獎賞用途。</p>			
<p>工銀財富雙幣信用卡-銀聯鑽石卡 工銀財富信用卡-萬事達卡世界卡</p>			
<p>1. 工銀財富信用卡/雙幣信用卡主卡申請人必須為十八歲或以上之香港居民及必須持有工銀財富賬戶戶口。工銀財富信用卡/雙幣信用卡乃專為工銀財富賬戶客戶而設; 若申請人取消工銀財富賬戶, 工銀財富信用卡/雙幣信用卡亦將被取消, 相關之專屬優惠亦不適用。(請注意, 工銀財富信用卡/雙幣信用卡只供獲邀請之人士申請。)</p> <p>2. 迎新優惠(「迎新優惠」)只適用由2026年7月1日起至2026年9月30日包括首尾兩天), 成功申請及獲批核由中國工商銀行(亞洲)有限公司(「本行」)所發行的工銀財富信用卡/雙幣信用卡「指定信用卡」的全新主卡申請人。如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡), 即不可獲享迎新優惠。</p> <p>3. 全新成功申請指定信用卡的全新主卡申請人須於發卡後首2個月內以相關信用卡符合以下之認可消費要求(「認可消費要求」)方可獲享迎新優惠。</p>			
迎新優惠	申請指定信用卡	發卡後首2個月內之認可簽賬要求	
HKD300信用卡免找數簽賬額	<ul style="list-style-type: none"> 工銀財富雙幣信用卡-銀聯鑽石卡 工銀財富信用卡-萬事達卡世界卡 	以相關信用卡簽賬或現金透支一次, 方可享有迎新優惠	
<p>工銀瑞士尊貴理財雙幣信用卡-銀聯鑽石卡</p>			
<p>1. 工銀瑞士尊貴理財信用卡-銀聯鑽石卡只供瑞士尊貴理財客戶申請。</p> <p>2. 迎新優惠(「迎新優惠」)只適用於由2026年7月1日起至2026年9月30日(包括首尾兩天), 成功申請及獲批核由中國工商銀行(亞洲)有限公司(「本行」)所發行的工銀瑞士尊貴理財信用卡-銀聯鑽石卡(「指定信用卡」)的全新主卡申請人。如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡), 即不可獲享迎新優惠。</p> <p>3. 全新成功申請指定信用卡的全新主卡申請人須於發卡後首2個月內以相關信用卡符合以下之認可消費要求(「認可消費要求」)方可獲享迎新優惠。</p>			
迎新優惠	申請指定信用卡	發卡後首2個月內之認可消費要求	
HKD300信用卡免找數簽賬額	<ul style="list-style-type: none"> 工銀瑞士尊貴理財雙幣信用卡-銀聯鑽石卡 	以相關信用卡簽賬或現金透支滿 HKD3,000或RMB3,000元	

**工銀AXA 安盛信用卡-萬事達卡白金卡/萬事達卡虛擬卡
工銀AXA 安盛雙幣信用卡-銀聯白金卡/銀聯虛擬卡**

1. 迎新優惠(「迎新優惠」)只適用於由2026年7月1日起至2026年9月30日(包括首尾兩天), 成功申請及獲批核由中國工商銀行(亞洲)有限公司(「本行」)所發行的下述指定信用卡(「指定信用卡」)的全新主卡申請人。如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡), 即不可獲享迎新優惠。
2. 全新成功申請指定信用卡的全新申請人須於發卡後首2個月內以相關信用卡符合以下之認可消費要求(「認可消費要求」)方可獲享迎新優惠。

迎新優惠	申請指定信用卡	發卡後首2個月內之認可消費要求
HKD300元 信用卡免找數簽賬額	<ul style="list-style-type: none"> • 工銀 AXA 安盛信用卡-萬事達卡白金卡/萬事達卡虛擬卡 • 工銀 AXA 安盛雙幣信用卡-銀聯白金卡/銀聯虛擬卡 	以相關信用卡簽賬或現金透支滿 HKD3,000或RMB3,000元

工銀香港明愛信用卡-萬事達卡白金卡/萬事達卡金卡/萬事達卡普通卡

1. 迎新優惠(「迎新優惠」)只適用於由2026年7月1日起至2026年9月30日(包括首尾兩天), 成功申請及獲批核由中國工商銀行(亞洲)有限公司(「本行」)所發行的工銀香港明愛信用卡-萬事達卡白金卡/萬事達卡金卡/萬事達卡普通卡(「指定信用卡」)的全新主卡申請人。如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡), 即不可獲享迎新優惠。
2. 全新成功申請指定信用卡的全新申請人須於發卡後首2個月內以相關信用卡符合以下之認可消費要求(「認可消費要求」)方可獲享迎新優惠。

迎新優惠	申請指定信用卡	發卡後首2個月內之認可消費要求
HKD150元 信用卡免找數簽賬額	<ul style="list-style-type: none"> • 工銀香港明愛信用卡-萬事達卡白金卡/萬事達卡金卡/萬事達卡普通卡 	以相關信用卡簽賬或現金透支滿 HKD1,500

一般信用卡迎新禮品之條款及細則

1. 主卡及附屬卡的消費將合併計算。
2. 認可消費不適用於結餘轉戶、信用卡現金兌現金額/稅務及私人貸款金額/商戶分期金額及其還款額、電子錢包增值/轉賬交易(包括但不限於Alipay、PayMe、Tap & Go 及WeChat Pay)、八達通增值/自動增值、捐款、購買賭場籌碼、博彩交易、未經許可的簽賬、自動轉賬、所有繳費類別(包括但不限於繳付信用卡費用、分期還款計劃、各項財務收費、逾期手續費、所有賬戶服務費、保險費用或公共事務費用、繳交稅項、強積金供款等; 或本行不時決定的交易類別。); 亦不適用於中國內地超市購物、燃油、交通運輸費用、購買物業、汽車、批發、支付醫院費用及繳交學費等交易(交易類別將根據VISA/Master Card/銀聯國際不時界定之商戶分類或由中國工商銀行(亞洲)有限公司(「中國工商銀行(亞洲)」)全權酌情決定); 亦不適用於未誌賬/取消/退款/未經授權的交易。
3. 如客戶同時經本行任何渠道申請並獲批核多張工銀信用卡並符合認可消費要求, 每位客戶亦只可獲取首張工銀信用卡之申請禮品及/或卡啟禮品及/或迎新優惠1次。
4. 如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡), 即不可獲享迎新優惠。
5. 如客戶重複領取迎新優惠、符合消費要求的相關交易無論因何種理由已被取消或於發卡後首12個月內取消主卡賬戶, 銀行保留毋須事先通知的情況下從其信用卡賬戶內扣除所獲領迎新優惠的價值的權利, 價值視乎禮品參考零售價或免找數簽賬額。
6. 本行將於符合認可消費要求後6至8星期內將信用卡免找數簽賬額存入有關信用卡賬戶內。信用卡免找數簽賬額只可作日後簽賬, 不可用作現金透支或繳付信用卡結欠。
7. 迎新優惠之供應須視乎其供應量而定。數量有限, 先到先得, 送完即止。若禮品換罄或已被取代, 本行將毋須作另行通知。本行並非獎賞之禮品或服務之供應商, 對此獎賞禮品或服務並無作出任何聲明或擔保; 因此有關禮品或服務的各方面(包括但不限於質素及供應量), 本行毋須負上任何責任。如對有關禮品或服務有任何爭議或投訴, 申請人應直接聯絡有關供應商。所有禮品或服務之使用及兌換須受有關供應商所訂定之條款及細則約束(如適用)。任何有關禮品申索、投訴或糾紛應由申請人與有關的供應商之間解決。任何申請人向供應商所作的申索將不會解除其對本行所承擔的付款責任或其他責任。
8. 並非本條款及細則中任何一方的任何人士或實體, 將不會擁有於《合約(第三者權利)條例》(香港法例第623章)下強制執行本條款及細則中任何部分的權利。
9. 本行保留可隨時更改或終止申請禮品及或迎新優惠及不時修訂本條款及細則的權利。
10. 迎新優惠須受有關條款及細則約束。
11. 如有任何爭議, 本行保留最終決定權。
12. 中英文版本如有歧異, 一概以中文版為準。

網上遞交申請禮品之條款及細則

- 「網上遞交申請禮品」只適用於由2026年7月1日起至2026年9月30日(包括首尾兩天)，成功透過中國工商銀行(亞洲)有限公司(「本行」)網站、ICBC手機銀行、或工銀亞洲微信公眾號申請及獲批核以下指定信用卡(「指定信用卡」)之全新主卡申請人。如申請人現在為本行信用卡客戶或於過往12個月內取消任何本行信用卡(包括聯營卡)，即不可獲享申請禮品。
- 全新信用卡主卡申請人(「持卡人」)須於期限內以相關信用卡符合以下之發放禮品要求/認可消費要求方可獲享優惠：

卡種	網上遞交申請禮品	認可消費要求
工銀AXA安盛信用卡-萬事達卡白金卡/萬事達卡虛擬卡 工銀AXA安盛雙幣信用卡-銀聯白金卡/銀聯虛擬卡 工銀香港明愛信用卡-萬事達卡白金卡/萬事達卡金卡/萬事達卡普通卡	HKD50信用卡免找數簽賬額	成功申請相關信用卡及獲批核後，並於發卡後兩個月內進行任何認可消費簽賬或現金透支一次。

- 本行信用卡中心將於符合認可消費要求後6至8星期內將網上遞交申請禮品存入有關信用卡賬戶內。信用卡免找數簽賬額只可作日後簽賬，不可用作現金透支或繳付信用卡結欠。
- 即使同時經我行網站、ICBC手機銀行、或工銀亞洲微信公眾號申請多張信用卡，每位申請人只可獲取於我行申請及獲批核之首張信用卡(包括實體卡及電子卡)之網上遞交申請禮品。
- 除特別註明外，本優惠不可與本行其他的推廣優惠同時使用。優惠受有關條款及細則約束。
- 合資格信用卡持卡人賬戶於獲享現金回贈時必須仍然有效及沒有任何拖欠記錄。
- 認可消費不適用於結餘轉戶、信用卡現金兌現金額/稅務及私人貸款金額/商戶分期金額及其還款額、電子錢包增值/轉賬交易(包括但不限於Alipay、PayMe、Tap & Go及WeChat Pay)、八達通增值/自動增值、捐款、購買賭場籌碼、博彩交易、未經許可的簽賬、自動轉賬、所有繳費類別(包括但不限於繳付信用卡費用、分期還款計劃、各項財務收費、逾期手續費、所有賬戶服務費、保險費用或公共事務費用、繳交稅項、強積金供款等；或本行不時決定的交易類別。)；亦不適用於中國內地超市購物、燃油、交通運輸費用、購買物業、汽車、批發、支付醫院費用及繳交學費等交易(交易類別將根據VISA/Master Card/銀聯國際不時界定之商戶分類或由中國工商銀行(亞洲)有限公司(「中國工商銀行(亞洲)」)全權酌情決定)；亦不適用於未誌賬/取消/退款/未經授權的交易。
- 如客戶重複領取相關優惠、符合消費要求的相關交易無論因何種理由已被取消或於發卡後12個月內取消主卡賬戶，銀行保留毋須事先通知的情況下從其信用卡賬戶內扣除所獲領相關優惠的價值的權利，價值視乎禮品參考零售價或免找數簽賬額。
- 本行並非產品或服務之供應商，故此將不會就有關產品或服務質素承擔任何責任。
- 付款時如商戶未能接受合資格信用卡的交易，有關優惠將會停止。交易將以惠顧時之優惠詳情為準，詳情請提前向有關商戶查詢。
- 在任何情況下，任何人士不能因遇到任何通訊系統故障、中斷、截取、暫停、延遲、停電、損失、無法使用、毀壞、不正確的數據傳輸或因銷售點終端機包括機內相關軟件、銷售點交易設備、銀行卡、電子交易系統、銀行系統、電話線及網路等技術問題而引致交易付款有暫時影響、延遲或未能成功完成而向本行提出任何申索。
- 與本優惠相關的任何爭議，本行保留最終決定權。
- 本行保留權利隨時取消及/或暫停本優惠，及/或更改此條款及細則而毋須事先通知，並對有關取消或暫停或更改概不承擔任何責任。
- 持卡人如有任何舞弊或欺詐行為，本行保留追究之權利及取消持卡人享用本優惠之資格。
- 並非本條款及細則任何一方的任何人士或實體，將不會擁有於《合約(第三者權利)條例》(香港法例第623章)下強制執行本條款及細則任何部分的權利。
- 本條款及細則的中英文本如有歧義，概以中文本為準。

重要通知
致有關人士

閣下在因應閣下本人或其他人士在中國工商銀行（亞洲）有限公司（本行）申請信貸而提供閣下資料之前，請先小心閱讀此通知：-

- (1) 本行可將閣下的資料提供予信貸資料服務機構，或在出現逾期還款的情況下，將該等資料提供予收帳代理，該等資料將會分享給所有在多間個人信貸資料庫模式下已入選的信貸資料服務機構和為本行提供有關保險的保險機構或其附屬公司；
- (2) 閣下有權要求獲告知那些資料通常會如上述被披露，與及有權獲得進一步資料，藉以向有關信貸資料服務機構或收帳代理提出查閱及改正資料的要求；
- (3) 除非逾期欠帳金額由欠帳日起計60日內被全數清還或撇帳（除了因破產令導致之外），否則閣下的帳戶資料有可能被信貸資料服務機構保留，直至該欠帳金額獲最終全數清還之日起計5年之期屆滿為止；及當適用的話；
- (4) 如閣下因被頒布破產令而導致任何金額被撇帳，不論閣下帳戶還款資料是否顯示有重要欠款，閣下由信貸資料服務機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由閣下提出證據通知信貸資料服務機構閣下已獲解除破產令的5年止（以較先出現的情況計算）；
- (5) （倘若該信貸的申請並不涉及住宅樓宇按揭貸款）當帳戶全數結清而終止時及符合在帳戶終止前5年內沒有出現重要欠帳* 的條件下，閣下有權向信貸提供者提出指示，使閣下依照個人信貸資料實務守則（“該守則”）第2.15條的規定，要求信貸資料服務機構刪除與已終止的帳戶有關的資料。
- (6) 本行在考慮閣下的申請時，將會參考下述信貸資料服務機構對閣下作出的信貸報告。假如閣下有意查閱該信貸報告，請直接與相關信貸資料服務機構聯絡，地址如下：

環聯
香港九龍尖沙咀廣東道15號港威大廈第5座8樓811室
電話：2577 1816
客戶服務部
電郵地址: tu_foc@transunion.com
網頁地址: www.transunion.hk

及/或

平安金融壹賬通徵信服務（香港）有限公司
香港九龍觀塘海濱道123號綠景NEO大廈16樓03-04室
電話：2271 6268
平安壹賬通徵信運營及客服團隊
電郵地址: cra_contact@paoc.com.hk
網頁地址: www.paocra.com.hk

及/或

鄧白氏商業資料(香港)有限公司
香港皇后大道東50號太古廣場六座23樓
電話：2516 1100

假如閣下有意查閱關於信貸申請中信貸資料服務機構信息，可以聯絡客戶服務熱線。

- (7) 閣下可以在每十二個月內向每間在多間個人信貸資料庫模式下已入選的信貸資料服務機構免費查閱一份信貸報告，請直接與信貸資料服務機構聯絡，聯絡資料如下：

環聯（同上第六點）

平安金融壹賬通徵信服務（香港）有限公司（同上第六點）

* 現時在該守則內被介定為逾期欠款超過60日

此通知乃補充由本行不時所發出的「關於個人資料(私隱)條例(“條例”)的客戶及其他個別人士通知」中英文本如有歧義，概以英文本為準。

The Terms and Conditions of ICBC credit card

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DECLARATION

1. 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).
2. I/We agree and authorize the Bank to obtain my/our credit information through 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).
3. 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.
4. 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 2189 5588 for arrangement.
5. 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 agencies until the expiry of 5 years from the date of final settlement of the amount in default.
6. 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 agencies to delete from its database any account data relating to the terminated account.
7. 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).
8. I/We agree that the Bank reserves the right to request other supporting documents from me/us.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. I/We agree to inform the Bank in writing if I/we have any relationship with any of the Bank's directors or employees.
15. I/We understand that if I/we knowingly make any false statement in my/our application with an intention to deceive, I/we may be liable for criminal prosecution.
16. If I/We agree to donate to Caritas-HK, I/We agree to a variable amount being debited from my ICBC Caritas-HK Mastercard Account as a Donation. The Donation shall be calculated as the sum which when added to each retail spending in any repayment period results in a whole aggregate figure rounded up to the nearest whole one or ten HK dollars. For the purpose of either of the Variable Amount Donation options, all cash advances, balance transfer, autopay, cash installment loan and its repayment, tax loan and personal loan and its repayment, installment payment, casino transaction, gambling transactions, credit card annual fee and all kinds of handling fee and financial charges shall not be counted as valid transactions. I authorize the Bank to disclose my information to Caritas-HK for the purpose of processing this Donation Instructions and issue donation receipt.
17. 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.
18. CUSTOMER DECLARATION- MANDATORY FOR NON-HONG KONG RESIDENT APPLYING FOR ICBC UNIONPAY DUAL CURRENCY CREDIT CARD · Principal card applicant- I am a non-Hong Kong resident, i.e. I am not a holder of Hong Kong Identity Card. I am not maintaining any ICBC UnionPay dual currency credit card (including but not limited to principal card and supplementary card) with the Bank as holder of Hong Kong Identity Card. I understand that the Bank will only accept my ICBC UnionPay dual currency credit card application either as Hong Kong resident or non- Hong Kong resident, depending on whether I am a holder of Hong Kong Identity Card. The Bank will provide credit card services to me in accordance with applicable regulatory requirements from time to time, depending on my status as a Hong Kong resident or non-Hong Kong resident as declared by me. I hereby undertake that if become holder of Hong Kong Identity Card after the date of this declaration, I shall as soon as practicable inform the Bank of the change. I understand that the Bank will, upon receiving such notification, update its record and provide credit card services according to relevant regulatory requirements applicable to my status as Hong Kong resident. I understand that the Bank may at any time and without giving any prior notice terminate or suspend my ICBC UnionPay dual currency credit card(s) if I am or shall be in breach of my declaration and/or undertaking above, and the Bank shall not be liable for any loss or claim in connection with or arising from such breach.

DECLARATION

Notes:

1. The first three year annual fee of new card will be waiver.
2. ICBC Elite Club Credit Card is offered to ICBC(Asia) "Elite Club" customers only, the annual fee of ICBC Elite Club Credit Card will be waiver. In case of cancellation of the ICBC(Asia) "Elite Club" account, ICBC Elite Club Credit Card will be cancelled, and those exclusive offers that can be enjoyed through the card will also be no longer available.
3. ICBC Wise Gold Credit Card / Dual Currency Credit Card is offered to ICBC Wise Gold customers only, the annual fee of ICBC Wise Gold Credit Card / Dual Currency Credit Card will be waiver. In case of cancellation of the ICBC Wise Gold account, ICBC Wise Gold Credit Card / Dual Currency Credit Card will be cancelled, and those exclusive offers that can be enjoyed through the card will also be no longer available.
4. The rewards program of ICBC SUP Credit Card / Dual Currency Credit Card, ICBC Greater Bay Area Credit Card / Dual Currency Credit Card, ICBC Horoscope Credit Card / Dual Currency Credit Card, ICBC Elite Club Credit Card, ICBC Wise Gold Credit Card / Dual Currency Credit Card and ICBC Chimelong Credit Card / Dual Currency Credit Card will be defaulted as cash rebate. If you want to change the credit card reward program afterwards, please visit our bank's website: Personal >Credit Cards >Useful Information or visit Customer Services - ICBC (Asia) (icbcasia.com) to download relevant account service request form.
5. It's important to contact the Bank immediately if you are aware of any unauthorised transaction or your card has been stolen.
6. 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%-29.33% and 18.06%-31.52% respectively.
7. 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.
8. Credit data refer to information on an individual's credit exposure (e.g. credit limits and outstanding amounts on credit facilities) and payment history.
9. The Bank may, for the purpose of the application, conduct a credit review on the applicant by accessing the credit reference agencies' database.
10. 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.
11. To speed up your application processing, please remember to enclose copies of the following documents:
 - (a) HKID Card of the Principal Card applicant and/or Supplementary Card applicant;
 - (b) Residential address proof within the latest 3 months, e.g. electricity bill or bank statement. Please enclose permanent address proof if the permanent address is different from the residential address;
 - (c) Bank statements or passbook showing your name, account number and latest 3 months' payroll or latest 3 months' payroll slip; or
 - (d) If the applicant cannot provide the bank statement/passbook showing applicant's latest 3 months' salary, he/she must provide the latest Tax Demand Note or other latest salary proof and other latest financial/ assetproof;
 - (e) Latest profit tax demand note or personal assessment and the latest 3 months' bank statements (applicable to self-employed applicant). Personal bank account statements are required for business owner of partnership or limited company; personal bank account or business account statements are required for sole-proprietorship;
 - (f) Professional Certificate/Staff Card (if applicable).
12. The Bank reserves the right to request additional documents from the applicant.
13. Documents supplied (including this application form) are not returnable no matter this application is approved or not.

Terms and Conditions for Selected Customer Credit Card (If Applicable)

1. Selected customer refers to (either one of follow):

- 1) Applicant admitted to Hong Kong under the Top Talent Pass Scheme (TTPS); or
- 2) Applicant admitted to Hong Kong under the Quality Migrant Admission Scheme (QMAS); or
- 3) Applicant admitted to Hong Kong under the Admission Scheme for Mainland Talents and Professionals (ASMP); or
- 4) Applicant is currently employed by the Government Departments or enterprises in the Chinese mainland, the type of the Government Departments or enterprises includes:
 - (i) Four Major Offices of the Central People's Government in Hong Kong: The Office of the Commissioner of the Ministry of Foreign Affairs of the PRC in the HKSAR, Liaison Office of the Central People's Government in the HKSAR, The People's Liberation Army (PLA) Forces Hong Kong (Hong Kong Garrison), Office for Safeguarding National Security of the Central People's government in the HKSAR;
 - (ii) Central State-Owned Enterprise: Entities listed under SASAC or Ministry of Finance oversight, including parent companies and subsidiaries.
 - (iii) Provincial/Municipal State-Owned Enterprise: Provincial/Municipal government-owned entities, including parent companies and subsidiaries.
 - (iv) Top Private Enterprises: Companies ranked among the latest Top 100 Private Enterprises list issued by the All-China Federation of Industry and Commerce.

2. Required documentation for primary and/or supplementary card applicants of the selected customers :

- 1) Identity Proof (either one of follow):
 - (i) Chinese mainland ID card; or
 - (ii) Hong Kong ID card and Exit-Entry Permit for Travelling to and from Hong Kong and Macau; or
 - (iii) Passport ("Three Talents Scheme" (TTPS, QMAS, ASMP) applicants MUST submit corresponding visa proof documents.)
 - 2) Employment verification for expatriate staff shall provide either, company business card or company letterhead proof (issued by HR/authorized department) showing the corporate logo, employee's full name, and job position.
 - 3) Income Verification:

If the applicant is a fixed-income earner, he/she has to provide latest 1 month payslip. If not, the applicant has to provide the latest 3 months payslip. Acceptable income proofs include bank statements (showing bank name, account holder name, and balance), or salary certificate with company letterhead, and income declaration certified by HR.
 - 4) Residential Address Proof
 - (i) Hong Kong residential address proof issued within latest three months; or
 - (ii) If the applicant cannot provide Hong Kong residential address proof, the address proof with a Hong Kong apartment or serviced apartment address is acceptable. And the applicant must provide proof of a Chinese mainland address (showing the applicant's name that is identical to the name in their identity proof) issued by Chinese mainland public utility providers/banks (e.g. water bill/bank statement) or Household Register in the Chinese mainland.
3. If the applicant is employed by the government departments or enterprise in the Chinese mainland, and holding a Chinese mainland identity document or he/she is an expatriate employee whose salary is paid in Chinese mainland, the applicant is requested to open a bank account at ICBC (Asia) for the application (If the applicant has hold an bank account at ICBC (Asia), he/she has to provide their bank account details). The following requirement will be waived when the applicant open the bank account at ICBC (Asia):
- 1) The 6-month banking relationship for in-person account opening/ account opening witnessing in Hong Kong;
 - 2) Holding liquid assets of HKD 50,000 or above in ICBC (Asia) or other financial institutions.
4. If the applicant is an expatriate employee whose salary is paid in Chinese mainland, or he/she provides the asset proof, he/she must declare all personal unsecured and secured loans in the Chinese mainland in the application form (including total outstanding amount and monthly repayment amounts in RMB, and unsecured loans includes credit cards, revolving loans and personal loans, etc.).

SUPPLEMENTARY INFORMATION DOCUMENT FOR THE RELATIONSHIP WITH THE BANK

The definitions of the terms in relation to Connected Parties under Banking (Exposure Limits) Rules ("BELR") and CR-G-9 Exposures to Connected Parties:

- (1) Relevant Employee means the following -
 - (a) An employee of Industrial and Commercial Bank of China (Asia) Limited who is responsible, either individually or as a member of a committee, for approving applications for financial facility, including but not limited to an advance, loan or credit facility (including a letter of credit), a financial guarantee and a liability;
 - (b) Senior management, including chief executive, of Industrial and Commercial Bank of China (Asia) Limited;
 - (c) Manager means any individual, other than a director or chief executive of ICBC (Asia), appointed by ICBC (Asia), or by a person acting for or on behalf of or by an arrangement with ICBC (Asia), to be principally responsible, either alone or with others, for the conduct of any one or more of the affairs or business of ICBC (Asia) specified in the Fourteenth Schedule of the Banking Ordinance but it does not include a person, or a person belonging to a class of persons, declared in a notice that it is not a manager, or a class of managers, as the case may be, for the purpose of the definition of manager.
- (2) Relative, in relation to a natural person, means the following -
 - (a) a parent;
 - (b) a step-parent or adoptive parent;
 - (c) the spouse;
 - (d) if the person is party to a union of concubinage - the other party of the union;
 - (e) a cohabitee;
 - (f) a parent, step-parent or adoptive parent of a spouse;
 - (g) a son, step-son, adopted son, daughter, step-daughter or adopted daughter.
- (3) 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) "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) "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) "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) 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) the person owns more than 50% of the voting rights in controlled entity;
 - (b) 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) 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) 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) the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.
- (5) Shall there be any discrepancy between the Chinese and the English versions of the above supplementary information, the English version shall prevail.

This product is a credit card. This KFS provides you with indicative information about interest, fees and charges of this product but please refer to Credit Card Cardholder Agreement and Fee Schedules for details. Please read and understand the information in this KFS before you apply for this product. You will be requested to confirm that you have read and understood the information in this KFS when submitting the application.																						
Interest Rates and Interest Charges																						
Interest Rate for Retail Purchase	15%-26%* when you open your account and it will be reviewed from time to time.																					
Interest Rate for Cash Advance	15%-26%* 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 date of the transaction on a daily basis until payment in full.																					
Annualised Percentage Rate (APR) for Retail Purchase	16.08%-29.33%* when you open your account and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, interest will be charged on (i) the unpaid balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.																					
APR for Cash Advance	18.06%-31.52%* 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 date of the transaction on a daily basis until payment in full.																					
Delinquent APR	Not applicable																					
Interest Free Period	<ul style="list-style-type: none"> • Up to 55 days • No interest-free period on cash advance transaction 																					
Minimum payment	All interest and fees and charges including annual membership fees that may be charged, plus 1% of outstanding principal. (Minimum HKD50 , whichever is higher)																					
Fees																						
Annual Membership Fee (per card)	<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Card type</u></th> <th style="text-align: left;"><u>Principal Card</u></th> <th style="text-align: left;"><u>Supplementary Card</u></th> </tr> </thead> <tbody> <tr> <td>Visa Infinite Card</td> <td>HKD6,800</td> <td>HKD3,000</td> </tr> <tr> <td>World Mastercard / Co-brand Diamond Card</td> <td>HKD1,900</td> <td>HKD950</td> </tr> <tr> <td>Visa Signature Card</td> <td>HKD1,800</td> <td>HKD900</td> </tr> <tr> <td>Platinum Card / ICBC UnionPay Dual Currency Diamond Card</td> <td>HKD1,000</td> <td>HKD500</td> </tr> <tr> <td>Gold / Titanium Card</td> <td>HKD480</td> <td>HKD240</td> </tr> <tr> <td>Classic Card</td> <td>HKD240</td> <td>HKD120</td> </tr> </tbody> </table> An annual fee is payable on issue and on each anniversary date of issuance of a new Card.	<u>Card type</u>	<u>Principal Card</u>	<u>Supplementary Card</u>	Visa Infinite Card	HKD6,800	HKD3,000	World Mastercard / Co-brand Diamond Card	HKD1,900	HKD950	Visa Signature Card	HKD1,800	HKD900	Platinum Card / ICBC UnionPay Dual Currency Diamond Card	HKD1,000	HKD500	Gold / Titanium Card	HKD480	HKD240	Classic Card	HKD240	HKD120
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Gold / Titanium Card	HKD480	HKD240																				
Classic Card	HKD240	HKD120																				
Cash Advance Handling Charge	HKD Account: 3% of transaction amount per transaction or minimum HKD100 RMB Account: 3% of transaction amount per transaction or minimum RMB100 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.																					
Fees relating to Foreign Currency Transaction (Applicable to General HKD Credit Card)	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). Foreign currency transactions made outside Hong Kong are converted into HKD and debited to your Card Account. The exchange rate may differ from the rate on the transaction date due to market fluctuation.																					
Fee 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 Bank. 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. This fee is not charged by the Bank.																					
Late Payment Fee	HKD220 or the amount of minimum payment, whichever is the lower																					
Over-the-limit Fee	HKD150 per billing cycle																					
Returned Payment Fee	HKD110 per returned payment																					

Illustrative example

Assumptions - • Outstanding Balance = **\$20,000**

• Interest Rate = **30%**

• No new transaction

• No annual fee and other fees

• Repayments are due on the **26th** day after the statement date, and it is assumed that repayments are made on or before the due date.

If you make no additional charges using this card and each month you pay...	You will pay off the outstanding balance of 20,000 in about...	and you will end up paying an estimated total of...
Only the minimum payment	26 years	\$67,537
\$849	3 years	\$30,565 (Savings = \$36,972)

Remark: To calculate the above information applicable to your specific case, please use our online repayment calculator in our website:

ICBC (Asia) website > eTools > Calculator > Credit Card Repayment Calculator or visit at www.icbcasia.com/hk/en/e-tools/calculator/credit-card-repayment-calculator/default.html.

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

Note:

1. 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.
2. The English version of this KFS is for reference only. The Chinese version will prevail if there is any inconsistency between the English and Chinese versions.

Major Terms and Conditions of Credit Card Cardholder Agreement

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 - UnionPay Dual Currency Credit Card ("**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 Authentication factors (for example, personal identification numbers (PINs) and authentication tokens), 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 Authentication factors, the Digital Card Account Number and all OTP at all times (including keeping the Physical Card under the Cardholder's personal control). A Cardholder shall not disclose the Authentication factors of a Card, 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 such Authentication factors, Digital Card Account Number and each OTP secret. And need to take reasonable steps to keep the card safe and the Authentication factors secret to prevent fraud, especially about the risks associated with the adoption of biometric, soft token or device binding as one of the Authentication factors used for initiating relevant transactions (e.g. contactless mobile payments) and the relevant protection measures to secure the devices and Authentication factors. 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 Authentication factors, Digital Card Account Number or OTP

Cardholders may have to bear a loss when a card has been used for an unauthorized transaction before the cardholder has told our Bank that the card/Authentication factor has been lost, stolen, or the Authentication factor or card information has been compromised.

Provided that the cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform our Bank as soon as reasonably practicable after having found that their card/ Authentication factor has been lost or stolen, or their Authentication factor or card information has been compromised, the cardholder's maximum liability for such card loss should be confined to a limit specified by our Bank, which should not exceed HKD500. The application of this limit is confined to loss specifically related to the card account and does not cover cash advances. For further details please refer to the Credit Card Cardholder Agreement.

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 Authentication factors, 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 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 and Renminbi of UnionPay Dual Currency Credit Card (if accepted by the Bank) will be converted into Hong Kong Dollars exchange rate quoted by the Bank on the day of conversion and be debited to the Card Account.

13.Renminbi Card Account Payment (Applicable to UnionPay Dual Currency Credit Card)

Payments in the Renminbi Card Account shall be settled in Renminbi at any branches of the Bank in Hong Kong or by other means as advised by the Bank from time to time. The Bank may (exceptionally but without any obligation) accept Hong Kong Dollars or other foreign currencies for payments to the Renminbi Card Account. The Account Holder and the Cardholder shall remain jointly and severally liable for any difference caused by the currency conversion.

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.

Major Terms and Conditions Credit Card Mobile Payment Services

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.

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

Use of Third Party Mobile Payment Services

2. 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.

3. 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.

4. 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.

5. 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

6. 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.

7. 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.

8. The Cardholder is strongly recommended to turn on the phone unlock passcode function on the Cardholder's NFC Smartphone as a security feature.

9. 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.

10. 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

11. 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.

12. 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.

13. The Cardholder's Credit Card and the related Mobile Card share the same credit limit.

14. 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.

15. 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.

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. For the avoidance of doubt, data subjects shall not include any incorporated bodies.
- (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 (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (4) The purpose for which data relating to a data subject may be used are as follows:
- (i) considering and assessing the data subjects' 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 credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - (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); and
 - (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
- (5) Data held by the Bank relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as required by the applicable laws (including the laws within or outside Hong Kong)), 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) other banks and financial services providers to whom the customer has chosen to provide his information held by the Bank in connection with the provision of services to the customer by those other banks and financial service providers;
 - (vi) 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);
 - (vii) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (viii) 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;
 - (ix) 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;
 - (x) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (xi)
 - (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. Insofar as required by the applicable laws, we will obtain the data subject's separate consent in relation to such international transfers. Personal images and identification information collected by the bank shall not be used for purposes other than maintaining public security, unless relevant separate consent has been obtained.
- (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:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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 Bank and/or:
 - (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 or 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); and
- (e) 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. If a data subject does not wish the Bank 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 Bank.
- (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 agencies:
- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage. Credit reference agencies will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (8) To the extent required under the applicable laws, the Bank will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by the applicable laws, in accordance with the applicable laws.
- (9) Some of the data collected by the Bank may constitute sensitive personal data under the applicable laws. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by the applicable laws, such sensitive personal data will be processed with the data subject's separate consent.
- (10) **Transfer Of Personal Data To Data Subject's OTHER BANKS AND Third Party Service Providers Using Application Programming Interfaces of the Bank ("API")**
The Bank may, in accordance with the data subject's instructions to the Bank, other banks providing services to the customer or third party service providers (including other financial service providers) engaged by the data subject, transfer data subject's data to such other banks and third party service providers using the Bank's API for the purposes notified to the data subject by the Bank, the customer's other banks or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.
- (11) Under and in accordance with the terms of the Ordinance and the applicable laws, and the Code of Practice on Consumer Credit Data, the data subject has the right :
- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) 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;
- (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 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 the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (vi) insofar as required by the applicable laws, to request the Bank to delete the personal data of the data subject;
- (vii) insofar as required by the applicable laws, to object to certain uses of the personal data of the data subject;
- (viii) insofar as required by the applicable laws, request an explanation of the rules governing the processing of the personal data of the data subject;
- (ix) insofar as required by the applicable laws, to ask that the Bank transfer personal data that the data subject have provided to the Bank to a third party of data subject's choice under circumstances as provided under the applicable laws;
- (x) insofar as required by the applicable laws, to withdraw any consent for the collection, processing or transfer of the personal data of the data subject (the data subject should note that withdrawal of his consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (xi) insofar as required by the applicable laws, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.
- (12) 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 (11)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (13) 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 (11)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (14) 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:-
- (i) an increase in the credit amount;
- (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- (iii) 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(s) obtained by the Bank from the credit reference agency(ies), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (15) In accordance with the terms of the Ordinance and (insofar as required by the applicable laws), the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (16) The person to whom requests for access to data or correction of data, information regarding policies and practices and kinds of data held or change his consent/ objection regarding the Bank using his personal data in direct marketing are to be addressed is as follows :
- The Data Protection Officer
Industrial and Commercial Bank of China (Asia)
Limited 33/F, ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166**
- (17) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (18) 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.
- (19) 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 2025
125-0510U/2506/GH

TERMS & CONDITIONS OF CREDIT CARD WELCOME OFFER

Terms and Conditions for Credit Card Welcome Offer by Card Type

ICBC SUP Credit Card - Visa Signature Card ICBC SUP Dual Currency Credit Card - UnionPay Diamond Card / UnionPay Platinum Card / UnionPay Virtual Card			
1. Welcome Gift ("Welcome Offer") are only applicable to new applicants who successfully applied and got approval for principal card of the following Designated Credit Card issued by Industrial and Commercial Bank of China (Asia) Limited ("the Bank") with applications made from 1 April 2026 till 31 March 2027 (both dates inclusive). Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Card Activation Gift and/or the Welcome Offer. 2. Successful new applicants for principal card ("Cardholder") can enjoy the following Offers upon fulfilling the following Gift Offer Requirement / Designated spending requirement within the mentioned period.			
Offer	Gift	Applying for Designated Credit Card(s)	Gift Offer Requirement
Welcome Offer	HKD300 SUP Retail eVoucher	<ul style="list-style-type: none"> · ICBC SUP Dual Currency Credit Card - UnionPay Virtual Card · ICBC SUP Credit Card - Visa Signature Card · ICBC SUP Dual Currency Credit Card - UnionPay Diamond Card · ICBC SUP Dual Currency Credit Card - UnionPay Platinum Card 	Accumulate retail spending or cash advance for HKD/RMB3,000 with the card within the first 2 months from the date of card issuance
Welcome Offer will be provided by email within 6 to 8 weeks after Cardholder fulfilled the relevant Gift Offer Requirement. SUP Retail eVoucher can be used in Physical Book Store (Including Joint Publishing, Chunghwa Book Co.and The Commercial Press) and Online Book Store "MyBookOne" (APP and webpage) for purchase of goods, terms and conditions for the use of related eVoucher are subject to the vendor's decision. To enjoy the Welcome Offer and other promotional gift (if any), Cardholder has to become MyBookOne@SUPer Card member, and provide email address in this application form. The validity period of SUP Retail eVoucher is 1 year and shall be invalid after the expiry date and cannot be redeemed for cash and/or exchanged into other gift(s). Once applied the credit card, you are agreed and authorized the Bank to disclose your email address to SUP to verify your MyBookOne@SUPer Card membership for the purpose of the gift offers.			
ICBC Wise Gold Dual Currency Credit Card - UnionPay Diamond Card ICBC Wise Gold Credit Card - World Mastercard			
1. Principal card applicant of ICBC Wise Gold Credit Card / Dual Currency Credit Card must be Hong Kong resident at or over 18 years of age and must hold an integrated account of ICBC Wise Gold Credit Card / Dual Currency Credit Card is offered to ICBC Wise Gold customers only. In case of cancellation of the ICBC Wise Gold account, ICBC Wise Gold Credit Card / Dual Currency Credit Card will be cancelled and those exclusive offers on the card will not be available. Please note that the ICBC Wise Gold Credit Card / Dual Currency Credit Card is only by invitation. 2. The Welcome gift offer ("Welcome Offer") is only applicable to successful new applicants for principal card of ICBC Wise Gold Credit Card / Dual Currency Credit Card ("Designated Credit Card") issued by Industrial and Commercial Bank of China (Asia) Limited (the "Bank") with applications made under this Welcome Offer from 1 July 2026 till 30 September 2026 (both dates inclusive). Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Welcome Offer. 3. Successful new applicants for principal card of ICBC Wise Gold Credit Card / Dual Currency Credit Card can enjoy the Welcome Offer upon fulfilling the Designated Spending Requirement (the"Designated Spending Requirement") within the first 2 months of new cards issuance.			
Welcome Offer	Applying for Designated Credit Card(s)		Designated Spending Requirement within the first 2 months from the date of card issuance
HKD300 Free Credit Card Spending Limit	<ul style="list-style-type: none"> · ICBC Wise Gold Dual Currency Credit Card - UnionPay Diamond Card · ICBC Wise Gold Credit Card - World Mastercard 		To make retail spending or cash advance with the Card once

ICBC Swiss Privilege Dual Currency Credit Card - UnionPay Diamond Card

1. The Welcome gift offer ("Welcome Offer") is only applicable to successful applicants for principal card of ICBC Swiss Privilege Dual Currency Credit Card - UnionPay Diamond Card (Designated Credit Card(s)) issued by Industrial and Commercial Bank of China (Asia) Limited (the "Bank") with applications made under this Welcome Offer from 1 July 2026 till 30 September 2026 (both dates inclusive). Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Welcome Offer.
2. Successful new applicants for principal card of ICBC Swiss Privilege Dual Currency Credit Card - UnionPay Diamond Card can enjoy the Welcome Offer upon fulfilling the Designated Spending Requirement ("the Designated Spending Requirement") within the first 2 months of new cards issuance.

Welcome Offer	Applying for Designated Credit Card(s)	Designated Spending Requirement within the first 2 months from the date of card issuance
HKD300 Free Credit Card Spending Limit	<ul style="list-style-type: none"> • ICBC Swiss Privilege Dual Currency Credit Card - UnionPay Diamond Card 	Accumulate retail spending or cash advance for HKD/RMB3,000

**ICBC AXA Credit Card - Platinum Mastercard / Mastercard Virtual Card
ICBC AXA Dual Currency Credit Card - UnionPay Platinum Card / UnionPay Virtual Card**

1. The Welcome gift offer ("Welcome Offer") is only applicable to successful new applicants for principal card of the following designated credit card(s) (Designated Credit Card(s)) issued by Industrial and Commercial Bank of China (Asia) Limited (the "Bank") with applications made under this Welcome Offer from 1 July 2026 till 30 September 2026 (both dates inclusive). Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Welcome Offer.
2. Successful new applicants for principal card of Designated Credit Card(s) can enjoy the Welcome Offer upon fulfilling the Designated Spending Requirement ("the Designated Spending Requirement") within the first 2 months of new cards issuance.

Welcome Offer	Applying for Designated Credit Card(s)	Designated Spending Requirement within the first 2 months from the date of card issuance
HKD300 Free Credit Card Spending Limit	<ul style="list-style-type: none"> • ICBC AXA Credit Card - Platinum Mastercard • ICBC AXA Credit Card - Mastercard Virtual Credit Card • ICBC AXA Dual Currency Credit Card - UnionPay Platinum Card • ICBC AXA Dual Currency Credit Card - UnionPay Virtual Card 	Accumulate retail spending or cash advance for HKD/RMB3,000

ICBC Caritas-HK Credit Card - Platinum Mastercard / Gold Mastercard / Classic Mastercard

1. The Welcome gift offer ("Welcome Offer") is only applicable to successful new applicants for principal card of ICBC Caritas-HK Credit Card (Designated Credit Card(s)) issued by Industrial and Commercial Bank of China (Asia) Limited (the "Bank") with applications made under this Welcome Offer from 1 July 2026 till 30 September 2026 (both dates inclusive). Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Welcome Offer.
2. Successful new applicants for principal card of ICBC Caritas-HK Credit Card can enjoy the Welcome Offer upon fulfilling the Designated Spending Requirement ("the Designated Spending Requirement") within the first 2 months of new cards issuance.

Welcome Offer	Applying for Designated Credit Card(s)	Designated Spending Requirement within the first 2 months from the date of card issuance
HKD150 Free Credit Card Spending Limit	<ul style="list-style-type: none"> • ICBC Caritas-HK Credit Card - Platinum Mastercard / Gold Mastercard / Classic Mastercard 	Accumulate retail spending or cash advance for HKD1,500

General Terms and Conditions for credit card welcome offer

1. Spending of principal Cardholder and supplementary cardholder will be combined.
2. Designated spending requirement is not including to the balance transfer, cash installment loan amount/ tax loan and personal loan amount/ merchant installment loan amount and the repayment amount, reload/ transfer of e-wallet (including but not limited to Alipay, PayMe, Tap & Go and WeChat Pay), Octopus Add Value / Automatic Add Value transactions, donations, purchase of casino chips, gambling transactions, unauthorized transactions, autopay transactions, all payment type (including but not limited to credit card charges, cash installment, any financial charges, overdue charges, all account service charges, insurance payment or utilities bills payment, tax payment, payment for MPF contribution etc. Or other categories as ICBC (Asia) may determine from time to time in its sole discretion). Also, the Rewards are not applicable to the transactions of supermarkets, fuel, transportation fees, property, motor vehicle, wholesale, hospital and tuition in China etc. (transaction types are determined according to the merchant categories as defined time to time by Visa, Mastercard and UnionPay and reserves the right to change the merchant categories from time to time, or at its sole discretion of Industrial and Commercial Bank of China and (Asia) Limited). Transactions which have not been posted, cancelled, refunded or not authorized are not eligible to the rewards.
3. Each Applicant may only receive one Application Gift and/or Card Activation Gift and/or one Welcome Offer, notwithstanding the number of successful credit card applications being made via for their first ICBC Credit Card any channels and approved by the Bank and the designated spending requirement of each of the credit cards being fulfilled.
4. Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Welcome Offer.
5. If multiple redemption of Welcome Offer has occurred or any of the transactions to fulfill the spending requirement has been refunded/cancelled for whatever reason or the main credit card account is cancelled within 12 months from card issuance, the Bank reserves the right to debit the amount equivalent to the cost of the welcome offer to the Cardholder's account without prior notice. The cost of the Welcome Offer refers to the amount of suggested retail price or free credit card spending limit.
6. The Bank will credit the Free Credit Card Spending Limit to the respective account within 6 to 8 weeks after the Spending Requirement of the card is fulfilled. Free Credit Card Spending Limit can only be used for future spending, and cannot be used for cash advance or repayment of credit card spending.
7. Welcome Offer are subject to availability and available on a first-come-first served basis, while stocks last. The Bank will not provide notice of non-availability or substitution. The Bank is not the supplier of any product or service for the rewards, offers and gifts, and makes no representation or guarantee in respect of such product, service and offer. The Bank shall not be responsible for or guarantee the quality or the quantity of supply, and fitness for any particular use of such product or service or reward and shall have no liability for any matters relating thereto. Cardholder should contact the suppliers directly if there is any complaint or dispute on such product or service or offer. Use or redemption of any product or service or offer under the reward shall be subject to the terms and conditions of the participating suppliers (if applicable). Any claim, complaint, or dispute concerning any gift must be referred to and resolved between the relevant supplier and the Cardholder, which shall in no way relieve such Cardholder from his/her payment or other obligations to us.
8. Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 Laws of Hong Kong) to enforce any part of these Terms and Conditions.
9. The Bank reserves the right to vary or terminate the Application Gift and/or Welcome Offer at any time and to amend these Terms and Conditions from time to time.
10. Offers are subject to the relevant terms and conditions.
11. In case of any dispute, the decision of the Bank shall be final and conclusive.
12. In case of any discrepancy between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail.

TERMS AND CONDITIONS OF THE ONLINE APPLICATION GIFT

1. Online Application Gift ("Online Application Gift") is applicable to successful new applicants for principal card of the following designated credit card ("Designated Credit Card") issued by Industrial and Commercial Bank of China (Asia) Limited (the "Bank") with online applications made through ICBC Online Banking, ICBC Mobile banking and WeChat ICBC Official Account from 1 July 2026 till 30 September 2026 (both dates inclusive). Existing ICBC (Asia) Credit Card Cardholder who holding any of our credit card or those who have cancelled any ICBC (Asia) Credit Card (includes Affinity Card) in the past 12 months will not be eligible for the Online Application Gift.
2. Applicant who submits an online application successfully and approved the designated credit card, and made any eligible spending, shall be entitled to the following gift:

Card type	Online Application Gift	Gift Offer Requirement
ICBC AXA Credit Card - Platinum Mastercard ICBC AXA Credit Card - Mastercard Virtual Credit Card ICBC AXA Dual Currency Credit Card - UnionPay Platinum Card ICBC AXA Dual Currency Credit Card - UnionPay Virtual Card ICBC Caritas-HK Mastercard Credit Card - Platinum Mastercard / Gold Mastercard / Classic Mastercard	HKD50 Free Credit Card Spending Limit	Successfully applied and got approved related card and made any eligible spending (retail spending or cash advance) within first 2 months from the date of card issuance

3. Credit Card Centre will credit the Free Credit Card Spending Limit to the respective account within 6-8 weeks. Free Credit Card Spending Limit can only be used for future spending, and cannot be used for cash advance or repayment of credit card spending.
4. Each Applicant may only receive Online Application Gift for the first credit card (including Physical credit card and Virtual Credit Card) which applied and approved through ICBC Online Banking, ICBC Mobile banking and WeChat ICBC Official Account, notwithstanding the number of successful applications.
5. Unless otherwise specified, this offer cannot be used in conjunction with other promotional offers of the Bank. Offers are subject to relevant terms and conditions.
6. The account of the eligible credit card holder must still be valid and have no default record when receiving the cash rebate.
7. Designated spending requirement is not including to the balance transfer, cash installment loan amount/ tax loan and personal loan amount/ merchant installment loan amount and the repayment amount, reload/ transfer of e-wallet (including but not limited to Alipay, PayMe, Tap & Go and WeChat Pay), Octopus Add Value / Automatic Add Value transactions, donations, purchase of casino chips, gambling transactions, unauthorized transactions, autopay transactions, all payment type (including but not limited to credit card charges, cash installment, any financial charges, overdue charges, all account service charges, insurance payment or utilities bills payment, tax payment, payment for MPF contribution etc. Or other categories as ICBC (Asia) may determine from time to time in its sole discretion). Also, the Rewards are not applicable to the transactions of supermarkets, fuel, transportation fees, property, motor vehicle, wholesale, hospital and tuition in China etc. (transaction types are determined according to the merchant categories as defined time to time by Visa, Mastercard and UnionPay and reserves the right to change the merchant categories from time to time, or at its sole discretion of Industrial and Commercial Bank of China and (Asia) Limited). Transactions which have not been posted, cancelled, refunded or not authorized are not eligible to the rewards.
8. If multiple redemption of welcome offer has occurred or any of the transactions to fulfill the spending requirement has been refunded/cancelled for whatever reason or the main credit card account is cancelled within 12 months from card issuance, the Bank reserves the right to debit the amount equivalent to the cost of the Online Application Gift to the cardholder's account without prior notice.
9. The Bank is not the supplier of any product or service for the rewards, offers and gifts, and makes no representation or guarantee in respect of such product, service and offer.
10. If the merchant cannot accept transactions with eligible credit cards during payment, the relevant offers will be terminated. The transaction will be subject to the discount details at the time of patronage. Please check with the relevant merchant in advance for details.
11. Under no circumstances shall any person be liable for any failure, interruption, interception, suspension, delay, power outage, loss, unavailability, destruction, incorrect data transmission or any failure of any point-of-sale terminal including in-machine related Any claim against the Bank due to technical problems such as software, point-of-sale transaction equipment, bank cards, electronic transaction systems, banking systems, telephone lines and networks that temporarily affect, delay or fail to complete transaction payments.
12. The Bank reserves the right to vary or terminate the offer and to amend these terms and conditions from time to time.
13. The Bank reserves the right to cancel and/or suspend this offer, and/or change these terms and conditions at any time without prior notice, and assumes no responsibility for such cancellation or suspension or changes.
14. If the cardholder commits any fraud or fraud, the Bank reserves the right to pursue the case and disqualify the cardholder from enjoying this offer.
15. Any person or entity that is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any part of these Terms and Conditions.
16. If there is any discrepancy between the Chinese and English versions of these Terms and Conditions, the Chinese version shall prevail.

**IMPORTANT NOTIFICATION
TO WHOM IT MAY CONCERN**

Before providing to us your data in connection with your application or in connection with another person's application for credit (as the case may be) at Industrial and Commercial Bank of China (Asia) Limited (the Bank), please carefully read this notification :-

- (1) The Bank may provide your data to credit reference agencies ("CRAs") or, in the event of default, to a debt collection agency ("DCA"). The data subject will be shared with all Selected CRAs under the Multiple Credit Reference Agency Model and may be shared with an insurer or a subsidiary of an insurer in relation to the provision of insurance coverage to the bank by the insurer or a subsidiary of an insurer;
- (2) You have the right to request to be informed, about which items of data are routinely disclosed to CRAs or, in the event of default, to DCA, and the right to be provided with further information to enable the making of a data access and correction request to the relevant CRAs or DCA, as the case may be;
- (3) In the event of any default in repayment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, otherwise you shall be liable to have your account data retained by CRAs until the expiry 5 years from the date of final settlement of the amount in a default; and where applicable;
- (4) In the event of any amount being written off due to a bankruptcy order being made against you, you shall be liable to have your account repayment data retained by CRAs, regardless of whether the account repayment data reveal any material default, until the earlier of 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 your discharge from bankruptcy as notified to CRAs by you with evidence; and
- (5) (Where the credit applied for does not involve a residential mortgage loan) upon termination of the account by fully repayment and on condition that there has not been, within 5 years immediately before account termination, any material default* on the account, you will have the right to instruct the Bank to make a request to CRAs to delete from their database any account data relating to the terminated account in accordance with clause 2.15 of the Code of Practice on Consumer Credit Data (Code).
- (6) The Bank will consider credit report(s) on you provided by the credit reference agencies referred to below in considering your application. In the event, you wish to access the credit report(s), you may contact the relevant credit reference agencies directly at the following address:

TransUnion

Suite 811, 8th Floor, Tower 5, The Gateway, 15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong.

Telephone: 2577 1816

Consumer Services & Operations

Email address: tu_foc@transunion.com

Official website: www.transunion.hk

and/or

Pingan OneConnect Credit Reference Services Agency (HK) Limited

Unit 1603-1604, Level 16, NEO Building, 123 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Telephone: 2271 6268

Operations and CS

Email address: cra_contact@paoc.com.hk

Official website: www.paocra.com.hk

and/or

Dun & Bradstreet (HK) Ltd.

23/F, Six Pacific Place, 50 Queen's Road East, Hong Kong

Telephone: 2516 1100

For any enquiry about the Credit Reference Agencies in your credit facility application, please contact our customer service hotline.

- (7) You are entitled to request for a credit report from each Selected CRA under the Multiple Credit Reference Agency Model without charge in any twelve-month period respective to each Selected CRA at the following address:

TransUnion (same as above)

Pingan OneConnect Credit Reference Services Agency (HK) Limited

(same as above)

* As currently defined in the Code as a default in payment for a period in excess of 60 days.

This notification is supplementary to the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") issued from time to time by the Bank.

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

