



I / We confirm that no credit card and / or unsecured loan (including without limitation personal loan, tax loan, and any loan with a revolving nature and / or any kinds of loan that are not mentioned) under my / our name(s) issued or provided by any financial institutions has been cancelled due to default in payment and there is no current overdue payment exceeding 1 month in respect of my / our indebtedness (including credit card and any unsecured loans) with other financial institutions.

I / We further confirm that no bankruptcy order has ever been made against me / us and I am / we are not in the process of petitioning for bankruptcy nor have any intentions to do so.

I / We, confirm, warrant and declare the information given in this application form, on relevant supplementary sheet(s) and attached document(s) is / are true, correct and complete, and authorize CMB Wing Lung Bank Limited ("the Bank") to disclose to, verify and exchange such information with and to obtain other credit information of myself / ourselves from whatever sources the Bank may consider appropriate at any and all times. I / We also acknowledge and agree that from time to time, all personal data relating to me / us ("the data") may be used and disclosed by the Bank for such purposes and to such persons in accordance with the Bank's policies or notice on use and disclosure of personal data as set out in statements, circulars, notice of terms and conditions made available to customers. I / We agree and understand that the data held by the Bank relating to me / us may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the Bank deems necessary. I / We acknowledge that the Bank shall, in accordance with the requirements set out in the *Personal Data (Privacy) Ordinance*, consider credit reports provided by the credit reference agencies ("CRAs"). I / We agree to provide my / our personal data, account(s) information and other information related to me / us, to the Bank. I / We also authorize the Bank to use relevant information for direct marketing, credit checking, debt collecting, any purposes specified in terms and conditions or that the Bank may consider appropriate. I / We acknowledge that the Bank has the right to access and obtain credit reports from time to time for credit review purposes within the credit card valid date. I / We acknowledge that I, upon termination of the account(s) by full repayment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account(s), will have the right to instruct the Bank to make a request to the CRA to delete from its database any account(s) data relating to the terminated account(s).

I / We agree to abide by the *CMB Wing Lung UnionPay Dual Currency Credit Card Cardholder Agreement*, enclosed with each of the approved CMB Wing Lung UnionPay Dual Currency Credit Cards.

The annual fee will be waived for the first 5 years for the CMB Wing Lung UnionPay Dual Currency Credit Card commencing from card issuance. If I / we decided to keep the credit card(s) after the Bank starts to charge an annual fee, I / we agree to pay the full annual fee of **HKD800** for each CMB Wing Lung UnionPay Dual Currency Credit Card Principal Card (**HKD400** for each CMB Wing Lung UnionPay Dual Currency Credit Card Supplementary Card).

I / We also acknowledge that interests for unsettled credit purchase and cash advance are calculated at the Annualized Percentage Rates (APR) of **33.22%** p.a. and **35.84%** p.a. respectively for HKD Account, and at the Annualized Percentage Rates (APR) of **33.22%** p.a. and **35.84%** p.a. respectively for RMB Account. If I / we fail to pay the minimum payment amount on or before the payment due date of the relevant credit card, the Bank shall have the right to change or raise the interest rates to the designated interest rates as advised in the latest *CMB Wing Lung Bank Tariff Guide*. The above-mentioned annual fee and finance charges are subject to the Bank's latest notice.

I / We confirm that I / we have read, understood and agreed with the "CMB Wing Lung UnionPay Dual Currency Platinum Card Key Facts Statement", "Summary of Major Terms & Conditions of CMB Wing Lung UnionPay Dual Currency Credit Card Cardholder Agreement" and the Bank's *Notice to Customers relating to the Personal Data (Privacy) Ordinance provided by the Bank*.

I / We also understand and acknowledge that if I / we give any fictitious or false information, I / we may be guilty of criminal offence(s) related to deception and false information under the Laws of Hong Kong SAR.

✕ According to the Personal Data (Privacy) Ordinance, you may, at any time and without charge, choose not to receive our future promotional materials. Please inform us in writing in case of such a request to the Data Protection Officer. (Address: The Data Protection Officer, CMB Wing Lung Bank Limited, 45 Des Voeux Road Central, Hong Kong. Fax no.: 2782 3895).

**Opt-Out Instruction**

To: CMB Wing Lung Bank Limited (the "Bank")

Fax No.: 2782 3895

Date: \_\_\_\_\_

**Opt-out from Use of Personal Data in Direct Marketing**

Please complete the following information in BLOCK LETTERS and check the applicable box(es).

Name of Customer: \_\_\_\_\_ Account Number: \_\_\_\_\_

Identity Document Number: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Please provide full name and account number, otherwise the Bank may not find the relevant account records for processing this application.

**[A] Means of communications in direct marketing**

I **do not wish** the Bank to use my personal data in direct marketing through the following channels:

- Mail  Phone  Email  SMS  Fax  Wintech Push Notification  
 All channels (including but not limited to Mail, Phone, Email, SMS, Fax and Wintech Push Notification)

The above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this application. I understand the Bank may not be able to process my request if any of the information is incomplete or incorrect.

My above choice applies to the direct marketing of the classes of products, services and / or subjects as set out in the Bank's Privacy Policy Statement and Notice to Customers relating to the Personal Data (Privacy) Ordinance ("the Notice"). I should also refer to the Notice on the kinds of personal data which may be used in direct marketing.

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

X \_\_\_\_\_  
Signature of Principal Card Applicant

X \_\_\_\_\_  
Signature of Supplementary Card Applicant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(The signature(s) should be the same as that will appear on the Credit Card's signature panel.)

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

Notes: 1. Up to 3 Supplementary Cards can be issued for each Principal Cardholder. 2. Principal Cardholder is liable for the total amount due to the Bank in respect of the Card Account whereas each Supplementary Cardholder is also liable for the total amount due to the Bank attributable to his / her own use of a card but Supplementary Cardholder will not be liable for the liabilities of the Principal Cardholder and other Supplementary Cardholders. The Bank may at any time require each Card to repay the amounts for which in its discretion they are respectively liable. 3. All applications are subject to the Bank's final approval.

**Documents Required for CMB Wing Lung UnionPay Dual Currency Platinum Card Supplementary Card Application**

To ensure that your CMB Wing Lung UnionPay Dual Currency Platinum Card application can be processed promptly, please send the completed form together with a copy of the Supplementary Card Applicant's HKID / PRC ID Card to any branches of the Bank or mail to Credit Card and Unsecured Loans Department of the Bank. Remarks: The supporting documents required for credit card application depend on the approval status, the Bank reserves the right to request for additional documents required from applicant for CMB Wing Lung Credit Card approval.

Submitted CMB Wing Lung Credit Card application form and copies of all documents required are not returnable. The Bank reserves the right for final approval.

如需中文版本, 請致電招商永隆銀行有限公司客戶服務熱線 230 95555。

**FOR BANK USE ONLY**

|         |           |        |
|---------|-----------|--------|
| IN: 99  | B/C:      | A/F: A |
| U/DEPO: | U/SEC/FU: |        |
| S/MP    | LVR       | HO/LP  |
| APC     | P         | CSH    |
|         |           | S      |
|         |           | CSH    |



## CMB Wing Lung Dual Currency Credit Card Key Facts Statement

(Effective Date: 30<sup>th</sup> December 2022)

### Finance Charges

|   |  |                       |                           |                          |                          |
|---|--|-----------------------|---------------------------|--------------------------|--------------------------|
| <b>Annualised Percentage Rate (APR) for Retail Purchase</b> | <b>33.22%</b> when you open your account and it will be reviewed from time to time. <b>The Bank will not charge you finance charge if you pay your statement balance in full by the payment due date each month.</b> Otherwise, finance charge will be charged on (i) the unpaid balance of your credit card account 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 date of previous statement) from the date of that new transaction on daily basis until payment in full.  |                       |                           |                          |                          |
| <b>APR for Cash Advance</b>                                 | <b>35.84%</b> when you open your account and it will be reviewed from time to time. Finance charge will be charged on the amount of cash advance and its handling fee from the date of the transaction on a daily basis until payment in full.<br><br><u>Remarks:</u><br>Please note that the interest charged shown in card statement on any cash advance made will only cover the interest accrued up to the statement cut-off date and the interest charged will continue to be accrued after the statement cut-off date. In order to minimize the interest charges, you may contact our Credit Card customer services designated hotline to inquire on how to fully settle the interest charge before the next statement date. |                       |                           |                          |                          |
| <b>Delinquent APR</b>                                       | N/A  |                       |                           |                          |                          |
| <b>Interest Free Period</b>                                 | <ul style="list-style-type: none"> <li>▪ Up to 54 days</li> <li>▪ No interest-free period on Cash Advance and Balance Transfer</li> </ul>  |                       |                           |                          |                          |
| <b>Minimum Payment</b>                                      | Total interest, fees and charges (including Annual Membership Fees that may be charged) currently billed to each account in the statement plus <b>1%</b> of the statement balance (excluding any interest, fees and charges currently billed) of each account as at the statement date (Min. Charge: <b>HKD200</b> for HKD account and / or <b>RMB200</b> for RMB account), plus the overdue or overlimit due of each account (whichever is higher)  |                       |                           |                          |                          |
| <b>Fees and Charges</b>                                     |  |                       |                           |                          |                          |
| <b>Annual Membership Fee</b>                                | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Principal Card</u></td> <td style="text-align: center;"><u>Supplementary Card</u></td> </tr> <tr> <td style="text-align: center;"><b>HKD800</b> (per card)</td> <td style="text-align: center;"><b>HKD400</b> (per card)</td> </tr> </table>   | <u>Principal Card</u> | <u>Supplementary Card</u> | <b>HKD800</b> (per card) | <b>HKD400</b> (per card) |
| <u>Principal Card</u>                                       | <u>Supplementary Card</u>  |                       |                           |                          |                          |
| <b>HKD800</b> (per card)                                    | <b>HKD400</b> (per card)   |                       |                           |                          |                          |
| <b>Cash Advance Handling Fee</b>                            | HKD account: <b>2.5%</b> of cash advance amount (Min. Charge: <b>HKD50</b> ) plus <b>HKD20</b> (per transaction)<br>RMB account: <b>2.5%</b> of cash advance amount (Min. Charge: <b>RMB50</b> ) plus <b>RMB20</b> (per transaction)   |                       |                           |                          |                          |
| <b>Transaction Fee for Foreign Currency Transaction</b>     | N/A  |                       |                           |                          |                          |

|   |   |
|---|---|
| <b>Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars</b> | Customers may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. For these transactions in Hong Kong dollars made outside Hong Kong, we will not charge any further markup. |
| <b>Late Payment Charge</b>  | HKD account: <b>HKD250</b><br>RMB account: <b>RMB250</b><br>or an amount equivalent to the Minimum Payment stated in the statement (whichever is lower)   |
| <b>Overlimit Charge</b>   | HKD account: <b>HKD180</b><br>RMB account: <b>RMB180</b><br>will be charged if the statement balance exceeds 5% or above of the credit limit (Each CMB Wing Lung Credit Card Account will be charged maximum once per statement cycle)  |
| <b>Dishonoured Cheque/ Rejected Autopay Handling Fee</b>                          | HKD account: <b>HKD200</b> (per transaction)<br>RMB account: <b>RMB200</b> (per transaction)<br>(Dishonoured Cheque / Rejected Autopay Handling Fee will be waived if Late Payment Charge is levied on the same statement)  |
| <b>Annual Paper Statement Fee</b>   | <b>HKD50</b> (per account)<br>(receipt of paper statement by mail more than 2 months in each calendar year (i.e. January to December each year))<br>Exemptions apply to cardholders aged 65 or above, recipients of Government's Disability Allowance or Comprehensive Social Security Assistance (with valid supporting documents).  |

Remark:

- The Bank will collect Late Payment Charge and Finance Charge if cardholders do not settle the Minimum Payment on or before payment due date.
- The above-mentioned Annualized Percentage Rates ("APR") are calculated according to the standard method set out in the *Code of Banking Practice* and the applicable annual fee (if any) is not included in the APR calculation.
- Cardholders may request the Bank to decline the authorization of card transactions exceeding a credit limit.

**EXAMPLE REGARDING MAKING MINIMUM PAYMENT**

Assumptions:

- Outstanding Balance = HKD20,000 (Purchase Only)
- Monthly Rate = 2.5% (Annual Rate = 30% / APR = 33.22%)
- No unbilled instalment amount
- No new transactions, annual fees and other charges
- Repayments are made on or before the payment due date on each statement

|   |   |   |
|---|---|---|
| If you make no additional charges using this card and each month you pay... | You will pay off the outstanding balance of HKD20,000 in about... | And you will end up paying an estimated total of... |
| Minimum Payment   | 178 Months  | HKD61,272.72  |
| HKD849.03   | 36 Months   | HKD30,565.14<br>(Savings: HKD30,707.58)             |

To calculate the above information applicable to your specific case, please use our online calculator accessible from our Mobile Banking or website [www.cmbwinglungbank.com](http://www.cmbwinglungbank.com)

## Summary of Major Terms & Conditions of CMB Wing Lung UnionPay Dual Currency Credit Card Cardholder Agreement

CMB Wing Lung Bank Limited ("the Bank") is pleased to provide you with a full copy of the CMB Wing Lung UnionPay Dual Currency Credit Card Cardholder Agreement ("Cardholder Agreement") upon your request. If you have any questions on the terms and conditions of the Cardholder Agreement, please call our hotline at 3711 6688. For your information, certain terms and conditions of the Cardholder Agreement are highlighted below. **Please refer to the full terms and conditions of the Cardholder Agreement which shall prevail.** References to Clauses in brackets below are to the Clauses of the Cardholder Agreement.

### 1. Safety of the Card (Clause 3(b))

Each Cardholder must sign his Card upon receipt, in the signature panel provided (except that Virtual Card does not require signing); keep his Card safe and secure at all times; and refer to the security advice provided by the Bank from time to time. Each Cardholder shall be fully responsible for any failure or delay in doing so.

### 2. Confidentiality of PIN (Clause 6(a))

Each Cardholder shall refer to the security advice provided by the Bank from time to time and use all reasonable care to keep his PIN secret to prevent fraud and (i) will destroy the original printed copy of the PIN; (ii) will not disclose his PIN to any other Person; (iii) will never write down the PIN on the Card or anything usually kept with or near it; (iv) will not write down or record the PIN without disguising it; and (v) shall as soon as reasonably practicable inform the Bank if he becomes aware that his PIN is known to any other Person. Each Cardholder shall be fully responsible for any failure or delay in doing so.

### 3. Use of the Card (Clauses 4(e) and 4(f))

Each Cardholder shall not permit his Card to be used by any other Person, otherwise, each Cardholder shall be fully responsible for any failure in doing so. Each Cardholder shall not use his Card for any illegal purpose and shall be fully responsible for any failure in doing so, otherwise, he shall fully indemnify the Bank against all loss (whether direct or indirect) and all reasonable expense arising out of such failure.

### 4. Charges and Finance Charges (Clauses 7(a) and 9)

The following Charges may be debited by the Bank to the Card Account:- the amount of any purchase, of goods and/ or services made by use of a Card; the amount of any cash advance made in respect of a Card and cash advance handling fee; and any amount due in respect of any other facility or service that the Bank may from time to time provide or arrange. In addition to Clause 7 above, the Bank may debit the followings to the Card Account:- (a) daily calculated and accrued finance charge on each cash advance and its handling fee from the date of such advance until payment of the entire balance of the cash advance in full; and (b) daily calculated and accrued finance charge on the unpaid balance of the Card Account (excluding any balance of cash advance) after the date of the Statement until payment in full. For the avoidance of doubt, this finance charge will not be levied by the Bank if the Bank did receive the full payment of the balance of the Statement on or before the payment due date of the Statement. Notwithstanding any other provision in the Cardholder Agreement, all applicable fees and charges of the Bank are contained in the Notice "CMB Wing Lung UnionPay Dual Currency Credit Card List of Service Charges", a copy of which currently in force will be provided upon your request and is provided on such Digital Banking Platform as the Bank may from time to time consider appropriate.

### 5. Transactions Posted Account (Clause 7(c) to (d))

Charges for transactions in HKD will be posted to the HKD Account. Transactions in any other currency than HKD or CNY will be converted into HKD at the exchange rate determined by UPI on the exchange date with a related foreign currency transaction fee (if applicable) as specified in the "CMB Wing Lung UnionPay Dual Currency Credit Card List of Service Charges" from time to time in force and be posted to the HKD Account. The exchange date may be different from the transaction date and the exchange rate is subject to market fluctuation. Due to the settlement arrangement, some card transactions in CNY may be posted to

the HKD Account if the said card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to charges incurred through cash advances in CNY effected at JETCO ATMs. Subject to the aforementioned, charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.

### 6. Payment (Clause 11(a) to (b))

The Cardholder shall settle the HKD Account and CNY Account separately. Amount overpaid to HKD Account will not be credited to CNY Account or vice versa. All HKD Account and CNY Account payments can be made in HKD and CNY respectively. If payment is made in HKD for the CNY Account, the amount will be converted at the exchange rate set on the date when the Bank confirms receipt of payment and then credited to the Card Account.

### 7. Liability (Clause 10(a) to (c))

The Account Holder is liable for the total amount due to the Bank in respect of the Card Account. Each Supplementary Cardholder/Corporate Cardholder is also liable for the total amount due to the Bank attributable to his own use of a Card. However, a Supplementary Cardholder/Corporate Cardholder will not in any event be liable for any amount due to the Bank attributable to the use of a Card by the Account Holder or other Supplementary Cardholder(s)/Corporate Cardholder(s) (if any). The Bank may at any time require each Cardholder to repay the amounts for which in its discretion they are respectively liable.

### 8. Expenses of Enforcement (Clause 19)

Each Cardholder shall be liable to indemnify the Bank in respect of all reasonable expenses properly incurred by the Bank in enforcing or attempting to enforce this Agreement against himself including all reasonable legal fees and disbursements. The Bank may from time to time use third party agencies to collect overdue amount from a Cardholder, and shall be entitled to the like indemnity from such Cardholder in respect of the reasonable costs and expenses thereby incurred. The Bank shall, on request, provide a Cardholder with a breakdown of all expenses he is liable to pay under this Clause.

### 9. Maximum Liability for Card Loss (Clause 12(b))

Provided that a Cardholder have not acted fraudulently or with gross negligence or have not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Card has been lost, stolen or misused or have not failed to comply with his obligations under Clause 3(b) or 6(a), the maximum liability of that Cardholder in the event of any loss, theft or misuse of his Card shall not exceed HKD500. This limit is confined to loss specifically related to the Card Account and does not cover cash advances.

### 10. Duty to Examine Statements (Clause 13(e))

The Account Holder must examine each Statement and must notify the Bank in writing within 60 days from the date of such Statement of any unauthorized transactions, including forgery, fraud or lack of authority. In the absence of any complaint from the Account Holder or any Cardholder within 60 days after the date of any Statement, they shall be conclusively deemed to have accepted the correctness of that Statement. However, the Account Holder is not responsible for unauthorized transactions arising from (a) forgery or fraud of a third party in relation to which the Bank has failed to exercise reasonable care or (b) forgery, fraud, default or negligence of the Bank's employees or agents.

### 11. Bank's Right of Set-off (Clause 10(g)(ii))

The Bank is entitled (but not bound) to set-off or transfer, at any time and without prior notice, (a) the credit balance in any account(s) of the Account Holder, whether held singly or jointly with others and whether on current savings or time deposit and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount due to the Bank in respect of the entire debit balance of the Card Account (be it attributable to his

own use or a Supplementary Cardholder's/Corporate Cardholder's use of a Card) or (b) the credit balance in any account(s) of a Supplementary Cardholder/Corporate Cardholder, whether held singly or jointly with others and whether on current savings or time deposit and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount due to the Bank in respect of the debit balance of the Card Account attributable to his own use of a Card. For the purpose of set-off of funds in any currency other than Hong Kong Dollars the Bank may convert the currency into Hong Kong Dollars at such rates and at such times as the Bank may reasonably determine. If the Bank exercises its rights under this Clause, it shall notify the relevant Cardholder promptly.

#### **12. Cardholder's Right of Termination (Clause 17(a)(i) and (ii))**

The Account Holder may at any time by notice in writing to the Bank terminate the Card Account or the use of any Card. A Supplementary Cardholder/Corporate Cardholder may also at any time by notice in writing to the Bank terminate the use of his Card. Such notice will not take effect until all Cards relating to the Card Account or the Card of the relevant Supplementary Cardholder/Corporate Cardholder (as the case may be), duly defaced, have been received by the Bank (except that Virtual Card does not require defacing).

#### **13. Use of Virtual Cards (Clause 4(i))**

Notwithstanding any other provision in the Cardholder Agreement, the Cardholder of a Virtual Card may use the Virtual Card to effect Virtual Card Transaction only. Holders of Virtual Cards may not enjoy all or the same benefit available to other Cardholders which include but not limited to the following: (i) issuance of supplemental Card(s); (ii) ATM Service; and (iii) card-present transactions.

#### **14. Communication channels and non-paper form Bank Documents (Clause 21)**

Subject to applicable laws, regulations and industry practice, the Bank may send, transmit or make available Statements, transaction advices, confirmations, notices (including amendment notices), documents and other communications in connection with the Card to the Cardholder through the Bank's Digital Banking Platform, SMS message, electronic direct mail, statement insert or such other electronic or digital platforms, systems, channels, websites, services or facilities of the Bank or any third party upon such terms and requirements as may be imposed or required by the Bank or otherwise imposed by and applicable to the relevant electronic platform from time to time.

CMB Wing Lung Bank Limited January 2024

Note: CMB Wing Lung Bank Limited reserves its final approval right of the relevant card application.

## CMB WING LUNG BANK LIMITED

### Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) (the “Notice”)

In compliance with the Ordinance, CMB Wing Lung Bank Limited (the “**Bank**”) informs you that:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including (i) customers or applicants for banking/financial services and banking/credit facilities, (ii) sureties, referees, guarantors and providers of security, (iii) shareholders, directors, officers and managers of corporate customers or applicants, (iv) sole proprietors or partners of customers or applicants and/or (v) other contractual counterparties) (collectively, “**data subjects**”) to supply the CMG (as defined in paragraph 20 below) with data in connection with various matters including the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of securities and futures trading, credit card, insurance, tenancy and property management and other banking and financial services.
2. Failure to supply such data may result in the CMG being unable to open or continue accounts or establish or continue banking/credit facilities or provide securities and futures trading, credit card, insurance, tenancy and property management and other banking and financial services for its customers.
3. Data is collected from data subjects in the ordinary course of the continuation of the CMG’s business relationship with such data subjects, including (without limitation) through third parties, the public domain, data subjects’ use of the mobile application and website, cookies and behavioural tracking tools of the CMG, when payments are made to data subjects’ accounts, when data subjects instruct the CMG to enter into transactions, when data subjects write cheques, deposit money, repay loans, conduct securities and futures trading, apply for credit cards, request the CMG to provide tenancy and property management services or purchase insurance or other banking and financial products and services (including personal data received from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “**credit reference agencies**”)).
4. The purposes for which data relating to a data subject may be used vary depending on the nature of the data subject’s relationship with the CMG, which may comprise all or any one or more of the following purposes:-
  - (i) the daily management and operation of the services and credit facilities provided by the CMG to the data subject, including determining whether to provide or continue with the provision of, banking, financial and other services (such as concierge services) to the data subject;
  - (ii) provision of bankers’ references;
  - (iii) conducting credit checks (including upon applications for consumer credit and periodic or special reviews of such consumer credit which normally take place one or more times each year) and, subject to the requirements set out in the Ordinance, carrying out matching procedures (as defined in the Ordinance);
  - (iv) creating and maintaining the CMG’s credit or behaviour scoring models;
  - (v) assisting other financial institutions or other credit providers in the Hong Kong Special Administrative Region (“**Hong Kong**”) approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “**credit providers**”), credit or charge card issuing companies and debt collection agents to conduct credit checks and collect debts;
  - (vi) ensuring ongoing credit worthiness of data subjects;
  - (vii) conducting market, service or product analysis or researching, designing, developing or improving financial services or related products of the CMG for data subjects’ use;
  - (viii) marketing services, products, merchandise and other subjects (in respect of which the CMG may or may not be remunerated) (please see further details in relation to direct marketing in paragraph 7 below);
  - (ix) determining the amount of indebtedness owed to or by data subjects;

- (x) the enforcement of data subjects' obligations, including the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to or are expected to be complied with by each CMG member or any service provider of a CMG member according to:
    - (1) 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);
    - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, judicial, 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);
    - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, judicial, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers (collectively, the "**Authorities**") that is assumed by or imposed on any CMG member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant Authorities; or
    - (4) any agreement or treaty between the Authorities;
  - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the CMG and/or any other use of data and information in accordance with any CMG group-wide and/or industry-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xiii) enabling an actual or proposed assignee of the CMG (including its legal, accounting and/or commercial advisers), or any participant or sub-participant of CMG's rights in respect of the data subjects (including legal, accounting or commercial advisers to such participant or sub-participant) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xiv) comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
  - (xv) maintaining a credit history of data subjects (whether or not there exists any relationship between data subjects and the CMG) for present and future reference;
  - (xvi) reasonable internal management and control purposes relating to the provision of the services to customers of the CMG (including security controls, investigations, risk management, and the defence of claims ); and
  - (xvii) purposes relating thereto.
5. The data of a data subject may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong, e.g. Mainland of China) as the CMG may consider appropriate for the purposes set out under paragraph 4. Data held by the CMG relating to data subjects will be kept confidential but the CMG may, as it considers appropriate in its sole discretion, provide the data of a data subject to the following parties whether inside or outside Hong Kong (e.g. Mainland of China) for the purposes set out in paragraph 4:--
- (i) any agent, contractor, claim adjuster or third party service provider (including any CMG member as an outsourcing service provider and any operator of any interface (such as application programming interface) that links to, or on which information is in any way made available about, the CMG's products and/or services) who provides administrative, management, payment or securities clearing, underwriting, depository, custodian, registration, anti-money laundering, customer contact centre, credit card



- authorization, card embossing process or other services to any CMG member in connection with the operation of any of its businesses;
- (ii) any other person under a duty of confidentiality to the CMG including any CMG member which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies (including the operator of any centralized database used by credit reference agencies); and, in the event of default, to debt collection agencies;
  - (v) any person to whom a CMG member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to a CMG member, or any Authorities for the purposes of any guidelines or guidance given or issued by such Authorities with which a CMG member is expected to comply, or pursuant to any contractual or other commitment of a CMG member with any such Authorities, in each case, whether existing currently and in the future;
  - (vi) any actual or proposed assignee of the CMG (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the CMG's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
  - (vii) any insurance company or agent, securities and futures broker, merchant (including merchants accepting credit cards issued by the CMG and entities with whom the CMG provides affinity/co-branded/private label credit card services (the names of such merchant/entities can be found in the application form(s) for the relevant services and products) or other business partners of the CMG;
  - (viii) any financial institution and charge card or credit card issuing or acquiring companies with which the data subjects have or propose to have dealings;
  - (ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
  - (x) Joint Electronic Teller Services Limited ("JETCO") (including in connection with any "know-your customer" checks), operators or participants of the JETCO network and other issuers of ATM cards;
  - (xi) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
  - (xii) any CMG member in Hong Kong or other jurisdiction(s);
  - (xiii)
    - (1) third party financial institutions, insurers, credit card companies, securities, investment, merchandise and/or lifestyle services providers;
    - (2) third party reward, loyalty, co-branding and privileges programme providers;
    - (3) co-branding partners of the CMG (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);
    - (4) charitable or non-profit making organisations; and
    - (5) 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 CMG engages; and
  - (xiv) any other person with the express or implied consent of the data subject.

Notwithstanding and without prejudice to the foregoing, subject to any requirements or restrictions on disclosure of information under any law binding on the Bank or given by any court or regulatory authority which has jurisdiction over the Bank, the Bank may refuse to disclose or transfer the data of a data subject to any third party or any CMG member.

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the CMG, on its own behalf and/or as agent, to credit reference agencies:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the data supplied by the CMG 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 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).

## 7. USE OF DATA IN DIRECT MARKETING

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

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the CMG from time to time may be used by the CMG in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (1) financial, insurance, credit card, banking, securities, investment, concierge and related services and products;
  - (2) merchandise, consumer goods, commodities, data, products or services or offers or discounts;
  - (3) reward, loyalty or privileges programmes and related services and products;
  - (4) services and products offered by the CMG'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
  - (5) 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 CMG and/or:
  - (1) any CMG member;
  - (2) third party financial institutions, insurers, credit card companies, securities, investment, merchandise and/or lifestyle services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the CMG and/or any CMG member (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (5) charitable or non-profit making organisations;
- (iv) the CMG also intends to provide the data described in paragraph 7(i) to all or any of the persons described in paragraph 7(iii) for use by them in marketing those services, products and subjects described in paragraph 7(ii), and the CMG requires the data subject's written consent (which includes an indication of no objection) for that purpose; and
- (v) the CMG may receive money or other property in return for providing the data to the other persons under paragraph 7(iv) and, when requesting the data subject's consent or no objection as described in paragraph 7(iv), the CMG will inform the data subject if it

will receive any money or other property in return for providing the data to such other persons.

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

8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:-
  - (i) to check whether the CMG holds data about him and of access to such data;
  - (ii) to require the CMG to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the CMG's policies and practices in relation to data and to be informed of the kind of personal data held by the CMG;
  - (iv) in relation to consumer credit data, to request to be informed 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 data access and correction requests to the relevant credit reference agencies or debt collection agencies; and
  - (v) in relation to any account data (including any account repayment data) which has been provided by the CMG to a credit reference agency, to instruct the CMG, 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 includes 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 CMG to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as described in paragraph 8(v)) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as described in paragraph 8(v)) 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 credit reference agencies, whichever is earlier.
11. The CMG may have obtained credit reports on a data subject and any of its sureties from credit reference agencies in considering any application for credit. In the event the data subject or any of its sureties wishes to access the credit reports or to request to have any personal data of the data subject held by the credit reference agencies corrected pursuant to the Ordinance, the CMG will advise the contact details of the relevant credit reference agencies.
12. The CMG may access the database of a credit reference agency for the purpose of credit review of any data subject from time to time. In particular, the CMG may access the consumer credit data of any data subject held by a credit reference agency for the purpose of the review of their existing consumer credit facilities which may involve the consideration by the CMG of 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.

13. In accordance with the terms of the Ordinance, the CMG has the right to charge a reasonable fee for the processing of any data access or correction request.
14. The CMG may use algorithms when considering and processing a data subject's application for products and services. The algorithms provide automatic assessments and decisions based on the personal data collected. The parameters used in these assessments have been selected to provide a fair and objective assessment of a data subject's personal data and have been tested for reliability and fairness. If the CMG is uncertain about the accuracy of the personal data that will be used in an algorithmic assessment, the CMG will seek your clarification.
15. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is:-  
The Data Protection Officer  
CMB Wing Lung Bank Limited  
45 Des Voeux Road Central, Hong Kong  
Telephone: 230 95555
16. A data subject may, at any time and without charge, choose not to receive the CMG's promotional material. Such data subject must inform the Bank in writing at the address specified in paragraph 15 or such other updated address as the Bank may notify data subjects from time to time if a data subject does not wish to receive such material.
17. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
18.
  - (a) The security of personal data is important to the CMG. The CMG has technical and organisational security measures in place to safeguard personal data. These security measures ensure that confidentiality and integrity of customer information is not compromised. Multiple layers of protection have been put in place to protect against leakage of personal data to external parties. Personal data will be encrypted by strong data encryption algorithms using encryption keys unique to the CMG and with proper key management. When using external service providers, the CMG requires that they adhere to security standards mandated by the CMG. The CMG may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, the CMG takes all steps reasonably necessary to ensure that personal data is kept securely. The foregoing is without prejudice to any provisions limiting our liability in the General Conditions for Accounts and Services.
  - (b) The Internet is not a secure form of communication and a data subject who sends the CMG any personal data over the Internet accepts the risks that this carries including the risk of access and interference by unauthorised third parties. Information passing over the Internet may be transmitted internationally (even when sender and recipient are located in the same country) via countries with weaker privacy and data protection laws than a data subject's country of residence.
19. **TRANSFER OF PERSONAL DATA TO DATA SUBJECTS' THIRD PARTY SERVICE PROVIDERS USING THE BANK'S APPLICATION PROGRAMMING INTERFACES ("API")**  
The Bank may, in accordance with the data subject's instructions to the Bank or third party service providers engaged by the data subject, transfer the data subject's data to third party service providers using the Bank's API for the purposes notified to the data subject by the Bank or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.
20. In this Notice, the following terms shall have the following meanings:  
**"CMG"** means:
  - (a) the Bank or its successor;
  - (b) any subsidiary undertaking, related company, associated company, direct and/or indirect parent undertaking of the Bank;
  - (c) any subsidiary undertaking of any such parent undertaking;
  - (d) any related company of (a), (b) and (c) above; and
  - (e) any associated company of (a), (b) and (c) above;

and "**CMG member**" shall mean any of them; and the expressions "**subsidiary undertaking**", "**parent undertaking**" and "**undertaking**" bear the meanings under the Companies Ordinance (Cap. 622).

21. In case of any discrepancy between the English and Chinese versions, the English version prevails.

Effective Date: *31<sup>st</sup> January 2024*