

BR/DEPT		
STAFF NO.		

Wing Lung ~~Xcite~~ Visa Platinum Card Application Form

Please make sure you have read "Notice to Customers relating to the Personal Data (Privacy) Ordinance" provided by the Bank. If you haven't received the Notice, please contact our branch staff or Customer Service Hotline 3711 6688.

All sections in grey must be filled in, while sections in white are extra services to be selected. Sections in italics are optional to be filled in.

Principal Card Applicant should be a person aged 18 or above.

Do you currently hold or have in the past 12 months held any Wing Lung Credit Card or Affinity Card (including Supplementary Card)?

- Yes, and I understand I do not fulfill the welcome gift redemption criteria under this credit card promotion.
- No

Submission of application form and supporting document:

Mail: PO Box 72569, Wing Lung Bank Ltd, Credit Card & Unsecured Loans Department
Fax: 2374 2516

CHOICE OF CREDIT CARD



Xcite Visa Platinum Card [VPL168]

{ Platinum Card First 5 years annual fee waiver }

CHOICE OF WELCOME GIFT

Please indicate your choice of welcome gift with "✓" in the below check box. If unspecified, we will choose on your behalf. The Bank reserves the right to offer an alternative gift as replacement in case of product shortage. For details of the welcome gifts, spending requirement and Terms and Conditions, please refer to the promotion leaflet.

- (CA) **MAX Realtime Video Quadcopter**
- (BY) **Rasonic Bread Maker**
- (BZ) **Sony 10,000mAh Portable Charger**
- (BX) **5 Days Wing Lung Travel Insurance Diamond Plan (Single Journey) for 2 insured + HK\$100 Free Spending Credit**
- (CB) **Up to HK\$60,000 6-months Interest Free Credit-to-Cash (with 2 months repayment holiday)**

Applicant who chooses "Up to HK\$60,000 6-months Interest Free Credit-to-Cash (with 2 months repayment holiday)" must fill in below information:

Bank name: _____

Bank Account Number: _____

_____ - _____ - _____

The Bank Account Number provided must be an account of Personal Account Holder, the name of account holder must be the same as that of Principal Cardholders as shown in ID card.

Remarks: No spending requirement for customers selected "HK\$60,000 6-months Interest Free Credit-to-Cash."

PERSONAL DATA

Mr. Ms.

English Name as printed on HKID Card _____

Previous Name / Other Name (if applicable) _____

Chinese Name _____

Nationality Chinese(CHN) Others

HKID No. _____ Date of Birth ____ D ____ M ____ Y

Please attach copy for Credit Card application

Marital Status

- Single (S)
- Married (M)
- Divorced / Separated (D)
- Others, please specify (O)

Education Level

- Postgraduate or above (G)
- University (U)
- Post Secondary / Vocational (V)
- Secondary (S)
- Primary or below (P)

Home Tel. No. _____ Mobile Phone _____

Home Address (in BLOCK Letters) *Please attach residential proof*

Room/Flat _____ Floor _____

Block _____ Building _____

Estate/Street _____

District _____

- Hong Kong (HK) Kowloon (KL) New Territories (NT)
- Outlying Islands (OI) Overseas (OS)

Year(s) There ____ Y ____ M No. of Dependents _____

- Mortgage Private Housing (M)
- Mortgaged Public Housing / HOS (B)
- Self-owned Private Housing (S)
- Self-owned Public Housing / HOS (A)
- Rented Private Housing (R)
- Rented Public Housing / HOS (P)
- Company Provision (C)
- Live with Relatives (L)

Mortgage Instalment / Rent Per Month _____

Mailing Address for Credit Card and Monthly Statements

- Home
- Office *Please attach office address proof, PO Box not accepted.*

Email Address _____

OCCUPATION

EM () / SI () / OC ()

Name of Employer (in BLOCK Letters) _____

Office Address (in BLOCK Letters) _____

Nature of Business _____

Self-Employed – BR. No. _____

Please attach Copy

Position _____ Annual Income _____

Year(s) of Service _____ Y _____ M

Office Tel. No. _____

BANK RELATIONSHIP

If you (or supplementary card applicants) are a relative[^] of any of our directors, employees with lending authority or controllers (i.e. persons holding 10% or more of the Bank's issued shares) or any of the above-mentioned persons is acting as your guarantor, please state his / her details below.

Name in English _____ Relationship _____

[^]Including ex-spouse

I / We undertake to promptly inform the Bank in writing if any of us are or become in any way connected with the above-mentioned persons.

LANGUAGE PREFERENCE

Language Preference for Credit Card Statement and ATM Screen Instructions

Chinese

English

INSTITUTE INFORMATION <Full-time student must fill in this part>

SCH ()

Name of Institute _____

Faculty _____

Year of Study _____

Year of Graduation _____

Over Credit Limit Facility

The Bank may choose to approve certain transactions that would result in your credit limit to be exceeded. An overlimit charge (as set out in the List of Service Charges) will be charged if the credit limit has been exceeded. If you do not require this facility, please tick the box below.

I **do not** wish the Bank to approve any transaction that would result in my credit limit (Including principal and supplementary card (if applicable)) to be exceeded. I understand that despite this request, the total amount incurred on a Card Account may exceed a credit limit as a result of circumstances beyond the Bank's control.

ATM FACILITIES

I wish to have ATM facilities on my Card for my WLB account(s) listed below and collect my card from following branch:

HKD A/C No.1 [][]-[][][][]-[][][][]-[][][][]

Signature _____ (S.V.)

HKD A/C No. 2 [][]-[][][][]-[][][][]-[][][][]

Signature _____ (S.V.)

The signature(s) must correspond with that in the Bank's records.

Card collection branch _____
Required field for application of ATM facilities

Remarks: If you request to activate ATM facilities, you will be bound to the related terms and conditions of ATM services included in "General Conditions for Accounts and Services". For details, please contact us at any branch, Customer Service Hotline 230 95555 or refer to the webpage of Wing Lung Bank.

SUPPLEMENTARY CARD

EM () / SI () / OC ()

Supplementary Card Applicant must be a person aged 18 or above.

Mr. Ms.

Name printed on HKID Card:

English Name _____ Chinese Name _____

HKID No. _____ *Please attach copy for Credit Card application*

Nationality Chinese(CHN) Others _____

Date of Birth ___ D ___ M ___ Y

Home Tel. No. _____

Mobile Phone No. _____

Name of Employer (in BLOCK Letters) _____

Nature of Business _____ Position _____

Credit limit for Supplementary Card will be

used jointly with Principal Card Account

pre-set at HK\$ _____

If no choice is indicated, Credit Limit for Supplementary Card will be used jointly with Principal Card Account.

FOR BANK USE ONLY

IN: 99	B/C: 21	A/F: A
U/DEPO:		U/SEC/FU:
S/MP _____ LVR _____	HO/LP	M D
APC	P	CSH S CSH

SUMMARY OF MAJOR TERMS & CONDITIONS OF WING LUNG CREDIT CARD CARDHOLDER AGREEMENT

Wing Lung Bank Limited ("Bank") is pleased to provide you with a full copy of the Wing Lung 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 Card Holder must sign his Card upon receipt, in the signature panel provided; keep his Card safe and secure at all times; and refer to the security advice provided by the Bank from time to time. Each Card Holder shall be fully responsible for any failure or delay in doing so.

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

Each Card Holder shall refer to the security advice provided by the Bank from time to time and use all reasonable care to keep his PIN secret and will not disclose his PIN to any other Person, and shall as soon as reasonably practicable inform the Bank if he becomes aware that his PIN is known to any other Person. Each Card Holder shall be fully responsible for any failure or delay in doing so.

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

Each Card Holder shall not permit his Card to be used by any other Person, otherwise, each Card Holder shall be fully responsible for any failure in doing so. Each Card Holder 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), 7(c) and 8)

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. Charges incurred in any other currency than Hong Kong Dollars will be converted into Hong Kong Dollars at the exchange rate specified by VISA / MasterCard International on the date of conversion plus an additional percentage of foreign exchange fee as the Bank may reasonably determine. 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. The Charges and finance charges of the Bank are contained in the Notice "Wing Lung Credit Card List of Service Charges", a copy of which currently in force will be provided upon your request.

5. Liability (Clause 9(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 Card Holder to repay the amounts for which in its discretion they are respectively liable.

6. Expenses of Enforcement (Clause 17)

Each Card Holder 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 Card Holder, and shall be entitled to the like indemnity from such Card Holder in respect of the reasonable costs and expenses thereby incurred. The Bank shall, on request, provide a Card Holder with a breakdown of all expenses he is liable to pay under this Clause.

7. Maximum Liability for Card Loss (Clause 10(b))

Provided that a Card Holder 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 Card Holder in the event of any loss, theft or misuse of his Card shall not exceed HK\$500. This limit is confined to loss specifically related to the Card Account and does not cover cash advances.

8. Duty to Examine Statements (Clause 11(e))

The Account Holder must examine each Statement and must notify the Bank in writing within 60 days from the date of such Statement pursuant to Clause 16 of any unauthorised transactions, including forgery, fraud or lack of authority. In the absence of any complaint from the Account Holder or any Card Holder 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 unauthorised 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.

9. Bank's Right of Set-off (Clause 9(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 Card Holder promptly.

10. Card Holder's Right of Termination (Clause 15(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.

WING LUNG BANK DECEMBER 2012

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

Wing Lung Credit Card Key Facts Statement

Finance Charges

Annualised Percentage Rate (APR) for Retail Purchase	33.22% when you open your account and it will be reviewed from time to time. We will not charge you finance charge if you pay your statement balance in full by the payment due date each month. Otherwise, finance charge will be charged on the unpaid balance of your card account after the date of the previous statement on a daily basis until payment in full.
APR for Cash Advance	36.16% 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.
Delinquent APR	N/A
Interest Free Period	<ul style="list-style-type: none"> Up to 54 days No interest-free period on Cash Advance and Balance Transfer
Minimum Payment	Total fees and charges currently billed to the statement plus 1% of statement balance (excluding any fees and charges currently billed) as at the statement date (minimum HK\$200), plus overdue or overlimit due whichever is higher.

Fees & Charges

Annual Membership Fee • Platinum Card	<table border="0"> <tr> <td><u>Principal Card</u></td> <td><u>Supplementary Card</u></td> </tr> <tr> <td>HK\$800</td> <td>HK\$400</td> </tr> </table>	<u>Principal Card</u>	<u>Supplementary Card</u>	HK\$800	HK\$400
<u>Principal Card</u>	<u>Supplementary Card</u>				
HK\$800	HK\$400				
Cash Advance Handling Fee	3% of transaction amount (minimum HK\$50) plus HK\$20				
Transaction Fee for Foreign Currency Transaction	Transaction in foreign currency made outside of Hong Kong or in Hong Kong which are debited to your credit card account after conversion into Hong Kong dollars on the date the item is processed at a rate determined by Visa/MasterCard plus a fee of 1.75% on the transaction amount (transaction fee(s) charged by Visa/MasterCard to the Bank included, if applicable)				
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 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.				
Late Payment Charge	HK\$250 or an amount equivalent to the Minimum Payment stated on the statement (whichever is lower)				
Overlimit Charge	An Overlimit Charge of HK\$180 per month will be charged if the statement balance exceeds 5% or above of the credit limit (Each card account will be charged maximum once per statement cycle)				
Dishonoured Cheque/ Rejected Autopay Handling Fee	HK\$200 (Dishonoured Cheque / Rejected Autopay Handling Fee will be waived if Late Payment Charge is levied on the same statement)				

Remark: The Annualised Percentage Rates ("APR") are calculated according to the standard method set out in the Code of Banking Practice. You may request the Bank to decline to authorize Card Transactions exceeding a credit limit.

POSTAGE
WILL BE
PAID BY
LICENSEE

郵費由
持牌人支付

NO POSTAGE
STAMP
NECESSARY IF
POSTED IN
HONG KONG

如在本港投寄
毋須貼上郵票

BUSINESS REPLY SERVICE
LICENCE NO. 4802

WING LUNG BANK LTD.
CREDIT CARD & UNSECURED LOANS DEPARTMENT
PO BOX 72569
KOWLOON CENTRAL POST OFFICE
KOWLOON, HONG KONG

WING LUNG BANK GROUP
Notice to Customers relating to the Personal Data (Privacy) Ordinance
(the “Ordinance”)

In compliance with the Ordinance, Wing Lung Bank Ltd (“Bank”) would wish to inform you of the following:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties, referees, guarantors, providers of security, shareholders, directors, officers and managers of corporate customers or applicants, and sole proprietors or partners of applicants and other contractual counterparties) (collectively, “data subjects”) to supply the Group (as defined in paragraph 17 below) with data in connection with various matters including without limitation 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 Group 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. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the Group’s business relationship with such data subjects, including without limitation, when payments are made to data subjects’ accounts, when data subjects instruct the Bank to enter into transactions, when data subjects write cheques, deposit money, repay loans, conduct securities and futures trading, apply for credit cards, request the Bank to provide tenancy and property management services or purchase insurance or other banking and financial products and services.
4. The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject’s relationship with the Group, 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 Group to the data subject, including determining whether to provide or continue with the provision of, banking and financial services to the data subject;
 - (ii) provision of bankers’ references;
 - (iii) conducting credit checks (including without limitation 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 Group’s credit or behaviour scoring models;
 - (v) assisting other financial institutions, 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 Group for data subjects’ use;
 - (viii) marketing services, products and other subjects (in respect of which the Group may or may not be remunerated) (please see further details in paragraph 7 below);
 - (ix) determining the amount of indebtedness owed to or by data subjects;
 - (x) the enforcement of data subjects’ obligations, including but without limitation 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 the Group or any Group member or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Group or any Group member 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;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiii) enabling an actual or proposed assignee of the Group (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the Group’s rights in respect of the data subjects (including legal, accounting and/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 Group) for present and future reference;
 - (xvi) exchanging information with merchants accepting credit cards issued by the Group and entities with whom the Group provides affinity/co-branded/private label credit card services (each a “merchant” or an “affinity entity”) (the names of such affinity entities can be found in the application form(s) for the relevant services and products);
 - (xvii) verifying data subjects’ identities with the bank of any merchant in connection with any credit card payment or transaction;
 - (xviii) for reasonable internal management purposes (including without limitations, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the Group); and
 - (xix) 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) as the Group or any of the transferees contemplated in paragraph 4 may consider appropriate for the purposes set out under paragraph 4. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) to which the Group and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong). Data held by the Group relating to data subjects will be kept confidential but the Group is authorized to

provide the data of a data subject to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph 4:-

- (i) any agent, contractor, claim adjuster or third party service provider who provides administrative, management, telecommunications, computer, payment or securities clearing, underwriting, depository, custodian, registration or other services to the Group in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a Group 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; and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Group or Group member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Group or Group member, 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 Group or Group member is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Group or Group member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vi) any actual or proposed assignee of the Group (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the Group's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
 - (vii) any insurance company or agent, and securities and futures broker, merchant or other business partners of the Group;
 - (viii) any financial institution and charge card or credit card issuing 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"), 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 Group member in Hong Kong or other jurisdiction(s);
 - (xiii)
 - (1) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (2) third party reward, loyalty, co-branding and privileges programme providers;
 - (3) co-branding partners of the Group (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 Group engages for the purposes set out in paragraph 4(viii); and
 - (xiv) any other person (x) where public interest requires; or (y) with the express or implied consent of the data subject.
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 Group, on its own behalf and/or as agent, to a credit reference agency:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Group for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

7. USE OF DATA IN DIRECT MARKETING

The Group intends to use a data subject's data in direct marketing and the Group 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 Group from time to time may be used by the Group in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Group's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Group and/or:
 - (1) the Group member;

- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Group and the Group 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) in addition to marketing the above services, products and subjects itself, the Group also intends to provide the data described in paragraph 7(i) above to all or any of the persons described in paragraph 7(iii) above for use by them in marketing those services, products and subjects, and the Group requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) The Group may receive money or other property in return for providing the data to the other persons in paragraph 7(iv) above and, when requesting the data subject's consent or no objection as described in paragraph 7(iv) above, the Group will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If data subject does not wish the Group 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 Group.

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 Group holds data about him and of access to such data;
 - (ii) to require the Group to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Group's policies and practices in relation to data and to be informed of the kind of personal data held by the Group;
 - (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 a data 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 Group to a credit reference agency, to instruct the Group, 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 Group to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 8(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 8(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
11. The Group may have obtained a credit report on a data subject and any of its sureties from a credit reference agency in considering any application for credit. In the event the data subject or any of its sureties wishes to access the credit report or to request to have any personal data of the data subject held by the credit reference agency corrected pursuant to the Ordinance, the Group will advise the contact details of the relevant credit reference agency.
12. The Group 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 Group 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 Group 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 Group has the right to charge a reasonable fee for the processing of any data access or correction request.
14. 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
Wing Lung Bank Ltd
45 Des Vœux Road Central, Hong Kong
Telephone: 2309 5555
15. You may, at any time and without charge, choose not to receive our promotional material. You must inform us in writing at the address specified in paragraph 14 or such other updated address as we may notify you from time to time if you do not wish to receive such material.
16. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
17. In this Notice, the following terms shall have the following meanings:
"Group" and "Wing Lung Bank Group" mean the Bank or its successor, any subsidiary undertaking of the Bank, any related company of the Bank, any associated company of the Bank, any direct and/or indirect parent undertaking of the Bank, any subsidiary undertaking of any such parent undertaking, any of their related companies, any of their associated companies including, for the avoidance of doubt, undertakings within the group of China Merchants Group Ltd (and "Group member" shall be construed accordingly); and
The expressions "subsidiary undertaking", "parent undertaking" and "undertaking" bear the meanings under the Companies Ordinance (Cap.622).
18. In case of any discrepancy between the English and Chinese versions, the English version prevails.