

CMB Wing Lung Mastercard Platinum Card Application Form

Before you provide CMB Wing Lung Bank Limited ("the Bank") with your personal details, please ensure that you have read the Bank's *Notice to Customers relating to the Personal Data (Privacy) Ordinance ("the Notice")*. By providing your personal details to the Bank under this application form, you shall be deemed to have accepted the Bank's Data Policy and agreed the use of your personal details as stated therein. If you have not received the *Notice*, please contact our branch staff or CMB Wing Lung Bank Customer Services Hotline at 230 95555.

Please complete all fields and submit the application form with the documents required by mail, by fax, by email or in person at any branches of the Bank.

Mailing Address: Credit Card and Unsecured Loans Department, CMB Wing Lung Bank Limited, PO Box 72569, Kowloon Central Post Office

Fax No.: 2374 2516

Email Address: ccc_ap@cmbwinglungbank.com

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 must be a person aged 18 or above.

Choice of Credit Card



CMB Wing Lung Mastercard Platinum Card [MPL 204] {First 5 Years Annual Fee Waiver}

Personal Details

Name in English as printed on HKID Card: _____ Previous Name / Other Name (if applicable): _____

Name in Chinese as printed on HKID Card: _____ HKID Card No.: _____ (Please attach copy)

Nationality: _____ Place of Birth (Country): _____ Date of Birth: _____ D _____ M _____ Y

Marital Status: ☐ Single (S) ☐ Married (M) ☐ Divorced / Separated (D) ☐ Others (O), please specify: _____

Education Level: ☐ Postgraduate or above (G) ☐ University (U) ☐ Post Secondary / Vocational (V) ☐ Secondary (S) ☐ Primary or below (P)

Contact Phone No. (For overseas number, please add country and area code (if any) in front of the number):

Residential: () - () - _____ Mobile Phone: () - () - _____

Email Address: _____

Residential Address (Please fill in in English BLOCK letters, P.O. Box is not accepted): (Please attach residential address proof)

Room / Flat	Floor	Block

Building / Estate

Street Number and Street Name

District

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

Residential Status:

☐ Mortgage Private Housing (M) ☐ Mortgage 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 Parents / Relatives (L)

Monthly mortgage payment / rental: HKD _____ Year(s) of existing residence: _____ Y _____ M No. of Dependents: _____

Mailing Address for Credit Card and Monthly Statements:

☐ Residential Address

☐ Office Address (Please attach office address proof, P.O. Box not accepted)

☐ Other Address, please fill in in English BLOCK letters (Please attach mailing address proof, P.O. Box not accepted):

Room / Flat	Floor	Block

Building / Estate

Street Number and Street Name

District

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

Language Preference

Language Preference for ATM Screen Instructions

☐ Chinese

☐ English

Occupation Details

EM() / SI() / OC()

Name of Employer (Please fill in in English BLOCK letters): _____

Office Address (Please fill in in English BLOCK letters, P.O. Box is not accepted):

Room	Floor	Block

Building

Street Number and Street Name

District

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

Nature of Business: _____ Position: _____ Annual Income: HKD _____ (Please attach income proof)

 Year(s) of Service: _____ Y _____ M ☐ Self-Employed – Business Registration Certificate No.: _____ (Please attach copy)

Office Tel. No. (For overseas number, please add country and area code (if any) in front of the number): () - () - _____

Bank Relationship

 As at the date of this application, if (1) you are one of the following specified persons or their relatives: director / chief executive / senior management and key staff / employee / controller ^{note 1} of the Bank (including their branches, subsidiaries, affiliates and other entities over which the Bank is able to exert control); Or (2) any of your guarantors is a controller or director of the Bank or their relatives, please complete the following information.

Name of relevant person or company (in English): _____ Relationship with the Applicant: _____

I / We undertake to notify the Bank promptly should my / our status change, i.e. I / we become one of the above persons or their relatives.

Remark:

note 1 - "controller" means shareholder holding 10% or more of the issued shares alone or together with associates.

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 *General Banking and CMB Wing Lung Sunflower 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 transactions that would result in my credit limit (including principal card and supplementary card (if applicable) to be exceeded. I understand that despite this request, the total amount incurred on a credit card account may exceed a credit limit as a result of circumstances beyond the control of the Bank.

Online Transaction Arrangement

You can use your CMB Wing Lung Credit Card to make online credit card transactions. If you do not require this service, please tick the box below.

☐ I **do not wish** the Bank to approve any of my online credit card transactions.

Remarks: This arrangement is not applicable to online credit card payments via CMB Wing Lung NET Banking Services.

Tax Compliance

Country of Residence for Tax Purposes (Please indicate all the country(ies) / jurisdiction(s) where you are liable or subject to tax)

Notes: As a financial institution, we are not allowed to give tax advice. Please note that, generally, the fact that you are liable or subject to tax in a country / jurisdiction does not necessarily mean you have tax balance due in the country / jurisdiction. If you have any questions above defining your tax residency status, please consult your tax / legal advisor or local tax authority.

I hereby confirm and declare that (Please select all applicable boxes)

 (1) ☐ I have committed or been convicted of tax crimes or tax evasion cases in any country / jurisdiction.

 (2) ☐ I am currently under tax investigation or tax audit by relevant authority.

 (3) ☐ Due to tax non-compliance, I have participated in any VTC programme(s).

Third Party Credit Card Application Referral

To enhance the protection of the interests and to reduce the potential risks arising from possible malpractices by fraudulent lending intermediaries, the Bank reserves the right NOT to process your credit card application, if the credit card application is referred to the Bank by a third party who is not appointed by the Bank or if there will be credit card application-related fees charged or to be charged on you by the third party with reference to this credit card application.

 I confirm and declare that (Please mark ☒ where applicable, otherwise please leave blank):

☐ My credit card application is referred by a third party

(If you choose this option, the applicant must complete and submit a "Third Party Credit Card Application / Credit Card Limit Increase Referral Confirmation Form"; if you do not select this option, the applicant confirmed that the credit card application is NOT referred by a third party.)

ATM Facilities

I wish to have ATM facilities on my credit card for my account(s) with the Bank listed below:

HKD A/C No. 1: | | | | - | | | | - | | | | - | |

HKD A/C No. 2: | | | | - | | | | - | | | | - | |

Signature X _____ S.V. _____

Signature X _____ S.V. _____

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

Please send my credit card to _____ district for my collection at the nearby branch of the Bank. (Required field for application of ATM facilities)

Remark 1: If no district is specified or the district chosen is not applicable, the Bank reserves the right to select a branch on your behalf.

 Remark 2: 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 any branch staff of the Bank, refer to the Bank's website www.cmbwinglungbank.com or contact CMB Wing Lung Bank Customer Services Hotline at 230 95555.

Supplementary Card Applicant Personal Details

EM() / SI() / OC()

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

Name in English as printed on HKID Card: _____ Previous Name / Other Name (if applicable): _____

Name in Chinese as printed on HKID Card: _____ HKID Card No.: _____ (Please attach copy)

Nationality: _____ Place of Birth (Country): _____ Date of Birth: _____ D _____ M _____ Y

Contact Phone No. (For overseas number, please add country and area code (if any) in front of the number): _____ Relationship: _____

Residential: () - () - _____ Mobile Phone: () - () - _____

Name of Employer (Please fill in in English BLOCK letters): _____

Nature of Business: _____ Position: _____

 Credit limit for Supplementary Card will be ☐ used jointly with Principal Card ☐ pre-set at HKD _____

Remarks: If no choice is indicated, credit limit for Supplementary Card will be used jointly with Principal Card.

Institute Information (Full-time student must complete this part)

SCH()

Name of Institute: _____ Faculty: _____ Year of Study: _____ Year of Graduation: _____

Card Collection Instruction (Please complete if application is submitted online or by mail)

Please send my credit card to _____ district for my collection at the nearby branch of the Bank.

Remarks: If no district is specified or the district chosen is not applicable, the Bank reserves the right to select a branch on your behalf.

Direct Debit Authorization (Non Hong Kong resident must complete this part)

- I / We hereby authorize the Bank to effect transfers from my / our designated account(s) below to CMB Wing Lung Mastercard Platinum Card Account(s) for the repayment stated on the monthly statement of Principal Card and Supplementary Card (if applicable).
- I / We agree that the Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to me / us. I / We accept full responsibility for any overdraft (or increase in existing overdraft) on my / our account(s) which may arise as a result of any such transfer(s).
- I / We agree that should there be insufficient funds in my / our account(s) to meet any transfer hereby authorized, the Bank shall be entitled, at its discretion, not to effect such transfer in which event the Bank may make the usual charge and that it may cancel this authorization.
- This authorization shall have effect until further notice.

On the monthly payment due date, please make the following payment to the above-mentioned CMB Wing Lung Mastercard Platinum Card Account(s).

- ☐ Full Payment of the "Statement Balance" on the monthly statement
- ☐ "Minimum Payment" on the monthly statement
- ☐ _____% of the current balance of my / our account(s) (Percentage rate should be in whole number. If the payment amount calculated from the designated percentage rate is less than the "Minimum Payment", the payment amount will be adjusted to "Minimum Payment".)

CMB Wing Lung Bank Account No.: 020 - | | | | | | | | | | | | | |

Signature of Applicant(s):

X _____ S.V. _____

The Signature must correspond with the specimen signature of your above CMB Wing Lung Bank Account.

Declaration and Signature

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 a credit report provided by the credit reference agency ("CRA"). 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 a credit report 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 Credit Card Cardholder Agreement*, enclosed with each of the approved CMB Wing Lung Credit Cards.

 The annual fee will be waived for the first 5 years for the CMB Wing Lung Mastercard Platinum 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 Mastercard Platinum Card Principal Card (**HKD400** for each CMB Wing Lung Mastercard Platinum Card Supplementary Card).

 I / We also acknowledge that interests for unsettled credit purchase and cash advance are calculated at the Annualized Percentage Rate (APR) **33.22%** p.a. and **36.16%** p.a. respectively. 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 Credit Card Service Charges of the latest *General Banking and CMB Wing Lung Sunflower Service Charges*. The above-mentioned annual fee and finance charges are subject to the Bank's latest notice.

 I / We confirm that I / we have read and understood the "CMB Wing Lung Credit Card Key Facts Statement", "Summary of Major Terms and Conditions of CMB Wing Lung 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 ☐ All channels (including mail, phone, email, SMS and fax)

[B] Provision of personal data to others

The Bank may provide my personal data to other persons for their use in direct marketing. I **do not wish** the Bank to provide my personal data for use in direct marketing by:

☐ any other persons except the Bank's subsidiaries* ☐ any other persons whether or not such persons are members of the Bank's group.

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 *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 and the classes of persons to which my personal data may be provided for them to use 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

Date: _____

X _____

Signature of Supplementary Card Applicant

Date: _____

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

*Subsidiaries mean the subsidiary companies of CMB Wing Lung Bank Limited announced in its annual report of each year.

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

Documents Required for CMB Wing Lung Credit Card Application

To ensure that your CMB Wing Lung Credit Card application can be processed promptly, please enclose copies of the following supporting documents:

1. HKID Card copy of Principal Card and Supplementary Card (if applicable) Applicant (Non-permanent Hong Kong resident is required to provide HKID Card copy and a valid Passport Copy)
2. Proof of residential address:
Residential address proof of the Principal Card Applicant within the latest 3 months, e.g. electricity bill or bank statement (all printed copies of proof of residential address from internet are not accepted)
3. Proof of income or assets:
 - For income earner: Payroll slip of the Principal Card Applicant within latest 3 months or FULL SET of bank account record with the bank name, account number, account name and salaries of the Principal Card Applicant within the latest 3 months; OR Latest Income Tax Demand Note of the Principal Card Applicant issued by the Inland Revenue Department (including 1st and 2nd page) (applicable for application during October of each year to April of the following year)
 - For housewife or retiree: Non-matured fixed deposit advice / bank account record of the Principal Card Applicant
 - For student: Valid student identity card or enrollment proof from universities or tertiary institutions in Hong Kong (front and back) of the Principal Card Applicant

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，請致電本行客戶服務熱線 230 95555。

FOR BANK USE ONLY

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

CMB Wing Lung Credit Card Key Facts Statement

(Effective Date: 1st October 2018)

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. The Bank 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 credit 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 daysNo interest-free period on Cash Advance and Balance Transfer	
Minimum Payment	Total interest, fees and charges currently billed to the statement plus 1% of the statement balance (excluding any interest, fees and charges currently billed) as at the statement date (Min. Charge: HKD200), plus the overdue or overlimit due (whichever is higher)	
Fees and Charges		
Annual Membership Fee <ul style="list-style-type: none">Luxe Visa InfiniteCorporate CardPlatinum CardClassic Card	<u>Principal Card</u> HKD6,000 (per card) HKD800 (per card) HKD800 (per card) HKD220 (per card)	<u>Supplementary Card</u> N/A N/A HKD400 (per card) HKD110 (per card)
Cash Advance Handling Fee	3% of cash advance amount (Min. Charge: HKD50) plus HKD20 (per transaction)	
Transaction Fee for Foreign Currency Transaction	Transaction in foreign currency made outside of Hong Kong or in Hong Kong which are debited to your CMB Wing Lung 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 (including transaction fee(s) charged by Visa / MasterCard to CMB Wing Lung Bank, 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	HKD250 or an amount equivalent to the Minimum Payment stated in the statement (whichever is lower)
Overlimit Charge	HKD180 per month 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)
Dishonoured Cheque/ Rejected Autopay Handling Fee	HKD200 (per transaction) (Dishonoured Cheque / Rejected Autopay Handling Fee will be waived if Late Payment Charge is levied on the same statement)

Remark:

1. The Annualised Percentage Rates ("APR") are calculated according to the standard method set out in the *Code of Banking Practice*.
2. Cardholder may request the Bank to decline the authorization of card transactions exceeding a credit limit.

CMB Wing Lung Bank Limited

Summary of Major Terms & Conditions of CMB Wing Lung 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 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 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. 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 "CMB Wing Lung Credit Card List of Service Charges", a copy of which currently in force will be provided upon your request.

5. 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.

6. Expenses of Enforcement (Clause 18)

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 11(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 HKD500. This limit is confined to loss specifically related to the Card Account and does not cover cash advances.

8. Duty to Examine Statements (Clause 12(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 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 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 Card Holder promptly.

10. Cardholder's Right of Termination (Clause 16(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.



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”) 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 CMG (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 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. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the CMG’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 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 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 CMG’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 CMG for data subjects' use;
- (viii) marketing services, products and other subjects (in respect of which the CMG 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 or is expected to be complied with by the CMG or any CMG member or any service provider of the CMG or any CMG member according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the CMG or any CMG 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 CMG 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 CMG (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the CMG'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 CMG) for present and future reference;
- (xvi) exchanging information with merchants accepting credit cards issued by the CMG and entities with whom the CMG 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 limitation, security controls, investigations, risk management, fraud prevention, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the CMG); 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, e.g. Mainland of China) as the CMG 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 CMG and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong, e.g. Mainland of China). Data held by the CMG relating to data subjects will be kept confidential but the CMG is authorized to 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) who provides administrative, management, telecommunications, computer, payment or securities clearing, underwriting, depository, custodian, registration, anti-money laundering, customer contact centre, credit card authorization, card embossing process or other services to the CMG in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to the Bank including a 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; and, in the event of default, to debt collection agencies;
- (v) any person to whom the CMG or CMG member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the CMG or CMG 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 CMG or CMG member is expected to comply, or any disclosure pursuant to any contractual or other commitment of the CMG or CMG 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 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, and securities and futures broker, merchant or other business partners of the CMG;
 - (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 CMG 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 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 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 CMG, 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 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 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 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 and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) 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
 - (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 CMG and/or:
 - (1) the CMG 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 CMG and the 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) in addition to marketing the above services, products and subjects itself, the CMG 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 CMG requires the data subject's written consent (which includes an indication of no

objection) for that purpose;

- (v) The CMG 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 CMG 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 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 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 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 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 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 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 CMG 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 CMG will advise the contact details of the relevant credit reference agency.
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 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
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:

“CMG” means 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 “CMG 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.

Effective Date: 31st January 2019

You may be subject to an earlier version of this Notice if you have established a relationship with the Bank before the Effective Date. You can also request for a copy of this earlier version if necessary.