

Terms & Conditions of Signature

1. I/We warrant and declare that the information of all my/our other banking and financial commitments given above are true and correct and Fubon Bank (Hong Kong) Limited (the "Bank") is authorized to confirm this from any source the Bank may choose. **In particular, I/we confirm that I/we have not in the past been the holder of any credit card (principal or supplementary) or the recipient of any borrowings, credit or financial accommodation which has been cancelled or suspended by the credit card issuer or lender (as the case may be) due to my/our default in payment or breach of any applicable terms and conditions.**

2. I/We acknowledge that all information must be provided to facilitate the processing of this application and my/our failure to do so may result in this application not being processed and the Bank may not be able to issue the credit card.

3. I/We understand and accept that if any information given by me/us is false then my/our act will constitute an offence under Section 71 of the Crimes Ordinance and/or under Sections 16A, 17 and 18 of the Theft Ordinance.

4. I/We understand that the information I/we provide herein constitutes personal data (as defined in the Personal Data (Privacy) Ordinance) and I/we consent to the Bank's using, holding, storing, disclosing or transferring any of my/our personal data for such purposes deemed as necessary for the processing of this application and set out in the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data and Fubon Bank VISA/MasterCard Cardholder Agreement. I/We further understand that I/we have the right to request access to or correction of my/our personal data and that the Bank have a right to charge me/us a reasonable fee for any data access request.

5. The Card Embossing Process of Fubon Bank Cards (include Credit Cards, ATM Cards, Revolving Loan Cards, Account Debit Cards and any banking facility cards issued by the Bank from time to time) has been outsourced to the service provider(s) located in Hong Kong or outside Hong Kong, e.g. Mainland China (the "Service Provider(s)"). As a result, the personal data of Fubon Bank Card Holders may be disclosed or transferred to the Service Provider(s) appointed by the Bank. The appointed Service Provider(s) will adopt stringent security measures to ensure the personal data of customers are kept in strict confidence in the Card Embossing Process. However, the personal data of customers may need to be provided or disclosed to any person to whom the Bank or any of its appointed Service Providers is under an obligation to make disclosure under the requirements of any binding law, or under and for the purposes of any guidelines issued by regulatory or other authorities (including but not limited to government departments, judiciary or tax authorities) with which the Bank or any of its Service Providers are expected to comply.

6. I/We acknowledge that before I/we complete this application with my/our personal data and submit it to the Bank, the following information has been specifically drawn to my/our attention:- (a) my/our personal data may be supplied by the Bank to a credit reference agency(ies) ("CRAs") and/or in the event

of default to a debt collection agency or solicitors firm (together, "DCA"); (b) I/We have a right to be informed, upon request, about which terms of the data are routinely so disclosed and I/we have a right to be provided with further information to enable the making of a data access and correction request to the relevant CRAs or DCA, as the case may be; (c) in the event of any default in repayment, 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, I/we shall be liable to have my/our account repayment data retained

by the CRAs until the expiry of 5 years from the date of final settlement of the amount in default; (d) in the event of any amount in any account is written off due to bankruptcy order being made against me/us, I/we shall be liable to have my/our account repayment data retained by the CRAs, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days (namely "material default"), until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by me/us with evidence to the CRAs, whichever is earlier, and (e) upon termination of the credit card account by full repayment of all outstandings and on the condition that there has not been, within 5 years immediately before the credit card account termination, any material default in the credit card account, I/we will have the right to instruct the Bank to make a request to the CRAs to delete from its database any account data relating to my/our terminated credit card account, as long as the instruction is given within 5 years of termination.

7. I/We acknowledge that the Bank will access and consider my/our credit report from a CRAs during the approval process of my/our credit card application.

8. I/We acknowledge that my/our credit card account is subject to review from time to time which may result in the credit limit being increased or decreased or my/our credit card account being terminated. I/We acknowledge notification that in order for the Bank to conduct such reviews, which will continue during the subsistence of the credit card account, the Bank will access and make use of a credit report from a CRAs.

9. I/We acknowledge that if my/our application is successful, the Bank will send me/us the credit card(s) and I/we agree to validate such credit card(s) immediately upon receipt in accordance with the instructions given by the Bank. I/We accept all risks relating to validation of the credit card(s) and agree that upon validation, I/we shall be deemed to have received such credit card(s) and that it had been personally validated by me/us.

10. I/We further agree to be bound by the Terms and Conditions of the Fubon Bank VISA/MasterCard Cardholder Agreement and confirm that I/we have read and understood the Summary of Major Terms and Conditions attached; Acceptance of this application and interest rate granted shall be the Bank's sole discretion without giving any reason.

11. I/We confirm that if my/our application is successful, I/we will continue to maintain my/our financial condition in order that I/we will be able to pay all my/our debts and liabilities as and when they fall due. I/We further confirm that as at the date hereof (and I/We shall continue to maintain this) I/we do not have any overdue payment exceeding 30 days and/or I am/we are not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit or financial accommodation I/we have from any other financial institution or third party.

12. I/We further confirm that I am/we are not (nor have I/we been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon me/us by a creditor nor am I/are we in the process of petitioning for bankruptcy nor have I/we the intention to do so. If what I/we have just stated would be incorrect and false, I/we accept that it would involve on my/our part dishonesty and/or fraud.

13. I/We declare that I am/we are the beneficial owner of my credit card account and any transactions conducted by me/us through the account. I/We declare and undertake that no other person will have any interest of whatsoever nature in the account opened by me/us; otherwise I/we shall provide the information of the beneficial owner(s) to the Bank.