上海商業銀行
SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank Credit Card / Co-branded Credit Card Application Form

Please return the completed application form together with supporting documents to any of SCB branches, or by mail: Shanghai Commercial Bank Ltd., Credit Card Service Department, 15th Floor, 47 Catchick Street, Kennedy Town, Hong Kong.

Credit Card Type & Welcome Gift

I wish to apply ☐ VISA Platinum Credit Card ☐ Master Card Platinum / Titanium Credit Card
☐ Co-branded Credit Card (Please state the card name: _____) ☐ Others: _____

Welcome Gift Code

Asia Miles Membership No.
(Please provide your Asia Miles Membership No. if you select Asia Miles as a welcome gifts)

Membership No. (If applicable)# Membership valid date (If any)# To M Y

Please provide the membership information and membership card copy to apply related Co-branded Credit Card in order to enjoy the related credit card membership privilege.

Note: For details of Annual Income Requirement of credit card application, please refer to the Bank website or related leaflet.

Personal Data (Please fill in block letter)

☐ Mr. ☐ Ms. Full Name in English (Should be same as HKID)

Name in Chinese | Former Name/Other Name (if any) | (Please provide proof) | Date of Birth D M Y

HKID Card No. | Nationality | Marital Status ☐ Single 1 ☐ Married 2 ☐ Widowed 3 ☐ Divorced 4

Education Level ☐ Post-Graduate or above ☐ College University ☐ Secondary ☐ Primary or below

Home Telephone No. | Mobile Phone | E-mail Address

Home Address ☐ HK ☐ KLN ☐ NT

Residential Status ☐ Rented 02 ☐ Owned Public Housing 01 ☐ Mortgaged Public Housing 11 ☐ Company Quarters 03
☐ Owned Private-Housing 12 ☐ Mortgaged Private Housing 13 ☐ Owned by Relative 05

Monthly Payment/Rental | No. of Dependent | Years there

Occupation (Please fill in block letter)

Name of Company in English | Type of Industry

Office Address ☐ HK ☐ KLN ☐ NT

Office Tel. No. | Occupation | Years of Employment | Annual Income

Relationship Reference

☐ I am/have been the director / shareholder / employee or the relative / nominee of the director / shareholder / employee of Shanghai Commercial Bank Ltd., or its subsidiaries during the past 12 months. (Please cross out the inapplicable information)

Name | Relationship | Dept. & Position

Instructions

1. MAILING ADDRESS ☐ Home 1 ☐ Office 2 (P.O. Box and overseas address not acceptable)

2. COLLECTION OF CARD I wish to collect the new card at branch of Shanghai Commercial Bank Ltd.

3. ☐ I-BANKING I wish to collect the new card and apply for i-Banking service at the branch indicated above

4. ☐ ATM FACILITIES ATM Instruction in ☐ English 1 ☐ Chinese 2

I wish my credit card to have ATM access to the following account(s) maintained with you. Where the account is joint account, it must be an either one to sign account. All the account holders agree to the aforesaid arrangement by signing below and shall be responsible for the ATM Facilities utilized by the cardholder. Service available for principal cardholder only.

HK$ Current A/C : ☐☐☐ – ☐☐☐☐☐☐ – ☐☐☐☐☐☐ – ☐ Signature^

HK$ Savings A/C : ☐☐☐ – ☐☐☐☐☐☐ – ☐☐☐☐☐☐ – ☐ Signature^

^The signature(s) must comply with the Bank's record. For Joint Account, all the account holders must sign here

If you choose this service, you must fill the above column "COLLECTION OF CARD". Cardholder can use the JECTO or Visa/PLUS or MasterCard/Cirrus or UnionPay Global ATM (if applicable) to draw cash in local currency or enquire balance (HK$25 will be charge for each non-JETCO ATM cash withdrawal)

5. ☐ DIRECT DEBIT AUTHORIZATION Please download the application form in our website directly or visit our branch to apply.

Supplementary Cardholder (Please fill in block letter)

Please issue a supplementary card to my next of kin named below (age 16 or above)

☐ Mr. ☐ Ms. Full Name in English (Should be same as HKID)

Name in Chinese | Former Name/Other Name (if any) | (Please provide proof) | Date of Birth D M Y

HKID Card No. | Nationality | Relationship with Applicant

Mobile Phone | E-mail Address

Company Name | Office Telephone No.

Office Address ☐ HK ☐ KLN ☐ NT

If Supplementary cardholder's Residential Address not the same as Principal Cardholder, please submit residential address proof.

Declaration and Signature

I/We confirm that I/we did not own any credit card that was cancelled due to default payment and currently I/we do not have any overdue payment exceeding 30 days in respect of any indebtedness with any financial institution. I/We further confirm that no bankruptcy order has ever been made against me/us and I/we am/are not in the process of petitioning for bankruptcy nor have any intention to do so. I/We confirm that the information herein provided is true and complete and authorize Shanghai Commercial Bank Ltd. ("the Bank") to verify from any source the Bank may choose and agree that any information provided by me/us or collected in the course of dealings between me/us and the Bank may be disclosed to, or used and retained by, any other financial institutions or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to the other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts. I/We acknowledge and agree that all personal data supplied herein ("the Data") are given by me/us on a voluntarily basis. I/We confirm that I/we have read and understood the attached Bank's Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (as may be varied or updated from time to time) ("the Circular"), a copy of which is also available to me/us upon request and at the Bank's website. I/We authorize the Bank to use and/or disclose the Data in accordance with the Circular. I/We understand that the Personal Identification Number (PIN) for accessing ATM and other terminals, and the Credit Card Automated Phone Enquiry (CAPE) Service PIN* for accessing the CAPE service will be sent to me/us upon issuance of card. The use of the Credit Card/PIN constitutes my/our acceptance of General Terms & Conditions of the application form, all terms and conditions of the Credit Card Cardholder Agreement and the Circular. I/We confirm that I/we have read the contents thereof before I/we use or activate the use of the Credit Card. I/We agree the Bank to use and/or disclose the Membership No. and credit card expiry date to related Co-branded card partner for record use only. I/We understand, acknowledge and agree that the General Terms and Conditions, Keys Provision of Terms and Conditions of Cardholder Agreement and Key Facts Statement stated overleaf shall be binding on me/us.

*If I/we do not wish to have this service, I/we can call your Customer Service Hotline on 2818 8236 for arrangement. I/We understand that without ATM PIN, I/we will not be able to access ATM/EPS/Card-on-net and the relative service.

I/We should check ("✓") this box ☐ if I/we do not wish the Bank to use my/our personal data in direct marketing.

The Bank may provide my/our personal data to other persons for their use in direct marketing, which in any event the Bank will not receive any money or other property in return and, whether or not such persons are members of the Bank's group. I/We should check ("✓") this box ☐ if I/we do not wish the Bank to provide my/our personal data to any other persons for their use in direct marketing.

The above represents my/our present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me/us to the Bank prior to this application. If none of the above boxes are checked, it represents my/our consent to receive direct marketing contact or information.

I/We understand that my/our above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Circular. I/We may refer to the Circular on the kinds of personal data which may be used in direct marketing and the classes of persons to which my/our personal data may be provided for them to use in direct marketing.

Signature of Principal Card Applicant _____ Signature of Supplementary Card Applicant _____

Date _____ Date _____

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

For Bank Use Only

GROUP | E/S A/C NO : 82 - | NAME: | REF GC.

REFERRAL CARD NO XXXX – XX | SC | HRC | AP / WD / DC

CRA - Y / N | TCR ( ) | K TOS | K A/C | CT | CL | K

MEMO | FC | GD | PN / SN

Documents Required

All applicants(s) must be Hong Kong permanent resident over 18 years of age. For speedy processing, please attach the following document (Please add " ✓ " if attached):

☐ Copy of your and Supplementary Card applicant's Hong Kong Identity Card.
☐ Copy of your previous 3 months residential proof, e.g. rate bill, electricity bill, bank statement.
☐ Copy of your income proof/asset proof, e.g.:
- Pay-roll record for the latest 1 month /or latest income tax demand note. /OR
- Latest 3 months' bank statements/passbook showing your name, account number and salary entry./OR
- For housewife or retired person, please provide the latest 3 months banking deposit account statement or other assist proof.

Apart from the above required documents, the Bank may request applicant to provide other additional information for processing of application. Documents supplied (including the Application Form) are not returnable.

General Terms & Conditions

1. For Octopus Automatic Add-Value Service ("AAVS") application is free for the first time user. To change the service bank or restart the AAVS, Octopus Cards Limited will charge HK$20 as handling free. Cardholders can download the Octopus AAVS application form in our website www.shacombank.com.hk. Each Octopus card can add value of HK$250/$500 automatically once every day. The transaction will be shown on your credit card monthly statement.
2. Cardholders can apply Purchase Instalment Scheme 7 working days before the payment due date by calling 2818 8236. A flat monthly handling fee will be charged.
3. Bonus Point Reward Scheme is applied, every retail purchase would be HK$1 = 1 Bonus Point (RMB ￥1 = 1 Bonus Point for RMB Card). Validity of Bonus Point is up to two years.
4. Please visit our website or any branch of the Bank for details of fees and charges. The Annualised Percentage Rate is calculated based on the requirement of the Code of Banking Practices. The Bank reserves the final right on approval of issuance of card and to revise of the above terms at any time.

Key Provision of Terms and Conditions of Cardholder Agreement

(1) The Cardholder(s) shall sign the Card(s) immediately upon receipt of the Card.
(2) The Principal Cardholder shall be liable for the use of both Principal card as well all Supplementary card(s). Supplementary Cardholder shall only be liable for the use of his / her own card and shall not be held liable for the Charges as a result of the use of the Card by the Principal Cardholder or other Supplementary Cardholder(s).
(3) In addition to a finance charge, a late payment charge shall be levied if the Minimum Payment specified in a statement is not received by the Bank on or before the latest payment date. Notwithstanding anything to the contrary herein provided, the full amount outstanding under the Account is payable by the Cardholder upon demand by the Bank.
(4) The Cardholder shall have the duty to check and examine the correctness of a statement of Charges. If no query thereof is received by the Bank within 60 days of the date of a statement, the Cardholder shall be conclusively deemed to have accepted the correctness of the relative statement.
(5) Provided that the Cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his/her Card has been lost or stolen, the liability of the Cardholder for any unauthorized transaction shall be confined to a maximum of HK$500. However, Cardholder shall keep the Card safe and the PIN confidential at all time, failing which, Cardholder shall be liable for all losses for the use of Card/PIN whether or not authorized. The Cardholder shall also be liable for all debts and liability incurred under the Account and all losses and damages suffered by the Bank, if the Cardholder has acted fraudulently or with negligence.
(6) Principal cardholder / Supplementary cardholder may terminate the Cardholder Agreement at any time by giving written notice and provided that the Cardholder shall return all Cards to the Bank and may be suspended by the Bank upon the report of loss of the Principal cardholder (or loss / disclosure of any related personal identification number).
(7) The Bank reserves the right to combine or consolidate the outstanding balance of the Account for which the Cardholder is liable with any other accounts which the Cardholder maintains with the Bank at any time without prior notice. The Bank may also combine or consolidate the outstanding balance of the Account for which the Supplementary Cardholder is liable with any other accounts which the Supplementary Cardholder maintains with the Bank at any time without prior notice.
(8) The Cardholder shall pay to the Bank all reasonable costs and expenses including but not limiting to legal expenses on a solicitor and own client basis and collection agents fee which are of reasonable amount and were reasonably incurred by the Bank as a result of default on the part of the Cardholders to perform any of their obligations.

Key Facts Statement

Interest Rates and Interest Charges			
Annualised Percentage Rate (APR) for Purchase Finance Charge	**34.49%** when you open your account, minimum **HK$5 / RMB￥5** (whichever is higher), and it will be reviewed from time to time. We will not charge you interest if you pay your balance in full by the due date each month. Otherwise, Purchase Finance Charge will be chargeable on (i) the unpaid balance billed in the previous statement from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.		
APR for Cash Advance Interest Rate	**36.11%** when you open your account and it will be reviewed from time to time. Cash Advance Interest will be chargeable on the daily unpaid cash advance balance from the date of cash advance.		
APR for Special Purchase Finance Charge / Special Cash Advance Interest Rate	**37.67%** (for Special Purchase Finance Charge) / **39.42%** (for Special Cash Advance Interest Rate) will be chargeable on the delinquent account if you have failed to pay the Minimum Payment Amount for consecutive two statements until payment has resumed normal.		
Interest Free Period	· Up to 56 days · No interest-free period on Cash Advance and Bill Payment of other credit card bills		
Minimum Payment Amount	1% of total outstanding principal plus all interest, fees and charges including annual fees or Minimum **HK$50 / RMB￥50** (whichever is higher)		
Fees			
Annual Fee	Card Type	Principal Card	Supplementary Card
	World Credit Card	HK$3,000	HK$1,500
	Dual Currency Diamond Credit Card / Platinum Credit Card	HK$1,200 / RMB￥1,200	HK$600 / RMB￥600
	Titanium Credit Card / Gold Credit Card	HK$480 / RMB￥480	HK$240 / RMB￥240
	Classic Credit Card	HK$220 / RMB￥220	HK$110 / RMB￥110
	Platinum Business Card	N/A	HK$500
Cash Advance Handling Fee	3% on the amount of each cash advance or Minimum HK$100 / RMB￥100 (whichever is higher)		
Fees relating to Foreign Currency Transactions	VISA / MasterCard Credit Card: To be converted into HKD at the rate adopted by VISA / MasterCard on the date of conversion plus **1.95%** (including the mandatory charges imposed by VISA / MasterCard on the Bank, if applicable) and debited to the credit card account. UnionPay Credit Card: Currencies other than RMB and HKD will be converted into HKD and debited to the credit card account at the exchange rate adopted by UnionPay on the date of conversion without charges.		
Late Payment Charge	**5%** of Minimum Payment Amount or Minimum **HK$180 / RMB￥180** or Maximum **HK$250 / RMB￥250** (whichever is higher)		
Over Credit Limit Handling Fee	**HK$180 / RMB￥180** per statement cycle		
Bounced Cheque / Rejected Direct-Debit Payment Handling Fee	**HK$150 / RMB￥150** per item		

The above-mentioned interest rates, fees and charges and other charges to be imposed in the future (if any) are subject to variations or amendments at the discretion of Shanghai Commercial Bank Limited (the "Bank") from time to time. Such variations or amendments will be notified by the Bank to the Cardholder in any manner the Bank deems fit and will become effective pursuant to the relevant terms and conditions of the relevant Credit Card Cardholder Agreements. The above interest rates are calculated on the basis of 365 days per year and the APR is calculated based on the Net Present Value (NPV) method in accordance with the guideline of the Code of Banking Practice. In the event of any discrepancy between the English and Chinese versions of this statement, the English version shall prevail.

Issued by Shanghai Commercial Bank Limited

Shanghai Commercial Bank Group
Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance

This Circular is brought to the attention of various individuals including without limitations bank customers, individuals to whom services or products may be provided by the Group (as hereinafter defined), applicants for banking services and facilities, sureties and persons providing security or guarantee for credit facilities, as well as shareholders, directors, officers and managers of corporate customers or applicants and other contractual counterparties ("**Customers**") so that Customers may have a better understanding of the rights under the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region (the "**Ordinance**") and the reasons and necessities of providing personal data to Shanghai Commercial Bank Limited and/or its subsidiaries (the "**Group**").

(A) From time to time, it is necessary for Customers to supply the Group with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking or other financial services or tenancy and property management services.

(B) Failure to supply such data may result in the Group being unable to open or continue accounts or establish or continue banking facilities or provide banking or other financial services.

(C) It is also the case that data are collected from Customers in the ordinary course of the continuation of the business relationship, for example, when Customers write cheques, deposit money, repay indebtedness, use electronic banking services, conduct transactions in relation to securities, insurance or cards, or generally communicate verbally or in writing with the Group.

(D) Where applicable, the purposes for which data relating to a Customer may be used, processed, stored, transferred, disclosed and/or exchanged by the Group (whether in the Hong Kong Special Administrative Region or elsewhere) are as follows: -

(i) the processing of applications for services and credit facilities;

(ii) the daily operation of the services and credit facilities provided to Customers, including for credit assessment, statistical or behaviour analysis, or creating and maintaining the Group's credit scoring models;

(iii) provision of reference;

(iv) conducting credit and status checks (including without limitations upon applications for consumer credit and periodic or special reviews of such credit);

(v) assisting other financial institutions, card issuers or credit reference agencies to conduct credit checks and collect debts;

(vi) maintaining application and credit history of Customers for internal reference, and ensuring ongoing credit worthiness of Customers;

(vii) researching, designing financial services or related products for Customers' 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 (G) below);

(ix) determining the amount of indebtedness owed to or by Customers;

(x) collection of amounts outstanding from Customers and those providing security for Customers' obligations;

(xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Group or any of its branches 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 of its branches 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, or participant or sub-participant of the Group's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;

(xiv) the performance of procedures for comparing (whether by manual or automated means) the Customer's data with other information supplied by the Customers (for whatever purposes), including without limitation, procedures undertaken for the purpose of taking adverse action against Customers;

(xv) giving effect to the Customer's orders relating to transactions or otherwise, and carrying out instructions of the Customer;

(xvi) providing services in connection with the accounts, whether the services are provided by or through, the Group or any other person;

(xvii) exchanging information with merchants accepting credit cards issued by the Group and organizations with whom the Group provides affinity/co-branded/private label credit card services; and

(xviii) all other incidental and associated purposes relating to any of the above.

(E) Data held by the Group relating to a Customer will be kept confidential but the Group may provide such information to the following parties, where applicable, for the purposes set out in Paragraph (D): -

(i) any agent, contractor, claim adjuster or third party service provider who provides administrative, data processing, financial information, telecommunications, computer, debt collection, technology outsourcing, payment or securities clearing, insurance 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 Group including a group company of the Group, a business partner or other merchant or affinity entity which has undertaken expressly or impliedly 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 is under an obligation or otherwise required to make disclosure for public interest or under the requirements of any law, regulation or court order binding on or applying to the Group or any of its branches and offices or any disclosure under and for the purposes of any codes, guidelines, circulars or directions issued by any legal, regulatory, government, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Group or any of its branches and offices are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Group or any of its branches 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 or participant or sub-participant or transferee of the Group's rights in respect of the Customer;

(vii) (1) the Group;

(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;

(3) third party reward, loyalty or privileges programme providers;

(4) 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);

(5) charitable or non-profit making organizations; and

(6) 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 (D)(viii);

Such information may be transferred to a place outside Hong Kong.

(viii) any nominees in whose names securities or other assets may be registered or custodians who may hold securities or other assets;

(ix) any person with whom the Group enters into or proposes to enter into a transaction on behalf or on account of the Customer, or persons representing the same;

(x) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom the securities account agreement is novated;

(xi) any person with the express or implied consent of the Customers; and

(xii) any third party in connection with Paragraph (D)(x).

(F) Customers' data may be processed, stored and transferred or disclosed in and to another jurisdiction outside the Hong Kong Special Administrative Region as the Group or data recipient referred to in Paragraph (E) considers appropriate and necessary. Such data may also be processed, stored, released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders), codes, guidelines, circulars and directions issued by regulatory or other authorities in such jurisdiction.

(G) The Group intends to use a customer's data in direct marketing and the Group requires the Customer'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 Customer 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) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(2) third party reward, loyalty, co-branding or 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);and
(4) 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 (G)(i) above to all or any of the persons described in Paragraph (G)(iii) above for use by them in marketing those services, products and subjects, and the Group requires the Customer'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 (G)(iv) above and, when requesting the Customer's consent or no objection in Paragraph (G)(iv) above, the Group will inform the Customer if it will receive any money or other property in return for providing the data to the other persons.

If a Customer does not wish the Group to use or provide to other persons his data for use in direct marketing as described above, the Customer may exercise his opt-out right by notifying the Group.

*Note: Paragraphs G(iv) and G(v) above shall take effect on a day to be appointed by the Secretary for Constitutional and Mainland Affairs by notice published in the Gazette, tentatively on 1 April 2013.

(H) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued with revisions from time to time under the Ordinance: -

(i) any relevant individual has the right:-
(1) to check whether the Group holds data about him and of access to such data;
(2) to require the Group to correct any data relating to him which is inaccurate;
(3) 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;
(4) to be informed, upon request, about which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
(5) 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 5 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 5 years immediately before account termination (as determined by the Group). 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)).

(ii) where applicable, the Group may from time to time access the consumer credit data of an individual held by any credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the individual as borrower or to another person for whom the individual proposes to act or acts as mortgagor or guarantor or for the purpose of the reasonable monitoring of the indebtedness of the individual while there is currently a default by the individual as borrower, mortgagor or guarantor. In particular, the Group may from time to time access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Group in considering any of the following matters: -
(1) an increase in the credit amount;
(2) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
(3) the putting in place or the implementation of a scheme of arrangement with the individual Customer.

(iii) in relation to consumer credit, 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 (as measured by the Group) from the date such default occurred, the individual Customer will be liable to have his/her account repayment data retained by any credit reference agency to which the Group has provided his/her data until the expiry of 5 years from the date of final settlement of the amount in default.

(iv) in the event any amount in an account is written-off due to a bankruptcy order being made against a Customer, the account repayment data (as defined in Paragraph (H)(i)(5) 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 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 the Customer with evidence to the credit reference agency, whichever is earlier.

(I) In relation to the mortgage applications received by the Group on or after 1 April 2011, of all the data which may be collected or held by the Group from time to time in connection with mortgages, the following data relating to the Customers (including any updated data of any of the following data) will be provided by the Group to the credit reference agency: -

(i) full name;
(ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer'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 Customers, as borrower, mortgagor or guarantor respectively and whether in the Customer'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. For any account relating to a mortgage loan which already existed prior to 1 April 2011 and continues to exist after that date, the Group will not provide the above data to the credit reference agency unless (1) the prescribed consent of the Customer has been obtained for the disclosure; or (2) the repayment of such account reveal a currently outstanding material default.

(J) The Group may have obtained a credit report on the Customer from a credit reference agency in considering any application for credit. In the event the Customer wishes to access the credit report, the Group will advise the contact details of the relevant credit reference agency.

(K) 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 request.

(L) 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 as follows: -

The Data Protection Officer
Shanghai Commercial Bank Limited
GPO Box 139 Hong Kong
Fax: (852) 2525 2336

(M) Customers may, at any time and without charges, choose not to receive our promotional material. Please contact the Group's staff for details when necessary.

(N) Customers acknowledge that telephone calls with the Group's staff may be recorded and used as evidence by the Group without further notice.

(O) Nothing in this Circular shall limit the rights of Customers under the Ordinance.

(P) In the event of any inconsistency between the English and Chinese versions of this Circular, the English version shall prevail.

(Q) This Circular as may be revised, amended or updated from time to time shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the Customer has entered into or intend to enter into with the Group.