



HKID No. \_\_\_\_\_ ( )

**Occupation :**

- ☐ Professional/  
Senior Management (100)
  - ☐ Teacher/Lecturer/  
Professor (101)
  - ☐ Disciplinary Services (001)
  - ☐ Supervisor/Manager (202)
  - ☐ Clerk/Merchandiser (200)
  - ☐ Engineer/Technician (601)
  - ☐ Air Crew/Media/  
Social Worker/  
Performer (500)
  - ☐ Others (please specify) :
  - ☐ Blue Collar (600)
  - ☐ Insurance/  
Investment Agent (300)
  - ☐ Property Agent/  
Salesman (302)
  - ☐ Driver (450)
  - ☐ Security Guard (605)
  - ☐ Catering/Delivery Worker/  
Site Worker (400)
  - ☐ Director/Partner/  
Sole Proprietor (802)

### OPT-OUT FROM USE OF MY PERSONAL DATA IN DIRECT MARKETING

The Bank intends to use my personal data in direct marketing and cannot do so without my consent. If I **do not** wish the Bank to use my personal data in direct marketing or **do not** wish to receive direct marketing materials by certain channels, I should tick (✓) any of the following opt-out channel(s):

- ☐ Email (email address provided above)
- ☐ SMS (mobile phone number provided above)
- ☐ All channels (including email, mail, SMS, phone)

### Opt-out from Provision of My Personal Data to Other Persons for Direct Marketing

- ☐ The Bank may provide my personal data to other persons for their use in direct marketing and, whether or not such persons are members of the Bank's group. I should tick ("✓") this box if I **do not** wish the Bank to provide my personal data to any other persons for their use in direct marketing. If I have applied for or will apply for any product or service that is provided by the Bank jointly with a co-branding partner, this opt-out will not apply to such co-branding partner to whom I consent to provide my personal data.

The above options represent my present choice of whether or not to receive direct marketing contact or information. This replaces any choice previously communicated by me to the Bank.

**Note:** The above choice applies to the direct marketing of the classes of products, services and/or subjects, the kinds of data which may be used in direct marketing and the classes of persons to which data may be provided for them to use in direct marketing as set out in the Bank's Data Policy Notice.

## CREDIT LIMIT ARRANGEMENT

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 Fee Schedule) is payable for each statement cycle where your credit limit has been exceeded. If you **do not** wish the Bank to approve any transaction that would result in your credit limit (being the combined credit limit and the individual credit limit of each of your card account) to be exceeded, please tick the box below.

- ☐ I **do not** wish the Bank to approve any transaction that would result in my credit limit to be exceeded. I understand that despite this request, my credit limit may still exceed as a result of circumstances described in Clause 2.2 of the relevant credit card terms and conditions. (OL=Y)
- Note: If you have previously informed the Bank of such choice and you have left the box above blank, you will be deemed not to have changed to your existing choice.

## INTEREST RATE AND RELEVANT FEES AND CHARGES SUMMARY

- For standard annual rate, please refer to Annualized Percentage Rate ("APR") Table in the Fee Schedule • For fees and charges, please refer to Key Facts Statement and Fee Schedule • You can use the Repayment Calculator on the Bank's website ([go.dbs.com/hk-repayment-en](http://go.dbs.com/hk-repayment-en)) to work out the number of months and total cost involved in paying a balance in full by making only minimum payments

## REMINDERS ABOUT RESPONSIBLE BORROWING

- You should have a clear understanding of your financial condition, daily expenses, and actual borrowing needs
- You should assess your repayment ability and avoid over-borrowing
- You should repay any outstanding balance on time to avoid late payment charges and additional overdue interest
- To borrow or not to borrow? Borrow only if you can repay!

## DECLARATION

I have read, understood and agreed to be bound by all the following terms and conditions:

- DBS Credit Card/Private Label Card Application Terms and Conditions • DBS Personal Credit Card Terms and Conditions • Tax Requirements Notice • Welcome Offer Terms and Conditions • DBS\$ Reward Scheme Terms and Conditions • DBS\$ Redemption Offer Terms and Conditions • Key Facts Statement • Data Policy Notice

I understand that copies of these documents are available on request or can be viewed from the Bank's website ([go.dbs.com/hk-cardtnc-en](http://go.dbs.com/hk-cardtnc-en)).

I declare and warrant that I have (a) no overdue credit card or other loan payments outstanding for over 30 days; (b) not had any credit cards in my name cancelled due to payment default; and (c) not had a bankruptcy petition made against me and I am not petitioning or intending to petition for my bankruptcy. I understand and agree that this application is subject to the Bank's final approval. I understand and agree that the Bank reserves the right to request additional documents for application approval. I declare that I have read the Interest Rate and Relevant Fees and Charges Summary. I declare that I have fully understood the Reminders about Responsible Borrowing.

By signing here, it signifies my declaration and consent to the matters set out above.

X

<b>Signature of Principal Card Applicant</b>	<b>Date</b>
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The signature of existing cardholder must be the same as the Bank's record.

## FOR OFFICE USE ONLY

Program Code	AB	AP/CX/RJ	CL	CRM/CAU
TO1901F-WEBPDF				

## YOUR PREFERENCE

1. Display language on ATM Screen    ☐ Chinese (1)    ☐ English (2)
2. Please indicate your choice of Rewards Scheme:
- ☐ DBS\$ Cash Rebate Scheme (1)    ☐ DBS\$ Redemption Scheme (2)
- If no choice is indicated, DBS\$ Redemption Scheme will be applied.

## CORRESPONDENCE ADDRESS\*

Please send monthly statement^ to ☐ Home (H) ☐ Office (W)

If the application is approved, the address chosen will be used as official correspondence address for **ALL** your credit card accounts with us. If no choice is indicated, home address will be used as official correspondence address for **ALL** your credit card accounts with us.

\* Please attach with address proof, overseas address or P. O. Box are not accepted.

<sup>^</sup> Please note that eStatement service will be provided to you automatically upon your activation of DBS iBanking. You will not receive paper statement unless you instruct the Bank otherwise. **If you have subscribed to eStatement Service for other DBS/ COMPASS VISA credit card(s) held with the Bank, you will automatically receive eStatement for the credit card you are now applying for.**

**RELATIONSHIP WITH STAFF MEMBER(S) OR DIRECTOR(S) OF THE BANK**

Are you a relative/spouse of any of the directors or employees of the Bank or it's parent, DBS Bank Ltd. or any of its other subsidiaries?

- ☐ Yes, name of the relevant director or employee in  
English/Chinese \_\_\_\_\_  
Relationship \_\_\_\_\_
- ☐ No, I confirm that, at present, there is no such relationship. I agree to notify the Bank promptly in writing if I become so related.

If you leave this section blank, we will assume you have no such relationship, but you will be held responsible for any failure to declare any relevant relationship.

For Supplementary Card Application, please visit [go.dbs.com/hk-card](http://go.dbs.com/hk-card), download and fill in the related Supplementary Card application form.

In case of any discrepancy between the English version and Chinese version of these terms and conditions/declaration, the English version shall prevail.

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

## DOCUMENTS REQUIRED

Please attach copies of the following documents for our processing. Documents submitted including this application are not returnable.

### Applicable to Existing DBS Principal Cardholders ▲

#### No Document Required

Note: If you need to change the home address, please provide latest home address proof within the last 2 months (e.g. electricity bill, rate bill, bank statements). If you have a permanent home address, please attach the permanent home address proof.

### Applicable to New DBS Cardholders ▲

#### Mandatory Documents

##### HK Permanent Identity Card

- A. Enlarge your identity card to **200%** B. Make a photocopy in **lighter colour mode**



For applicants who are not holders of HK permanent ID card, please provide copies of HKID card and valid passport / travel document.

You are welcome to provide the below optional documents for better assessment of your credit standing:

#### Home Address Proof



Latest home address proof issued within the last 2 months (e.g. electricity bill, rate bill, bank statements).

If you have a permanent home address, please attach the permanent home address proof.

#### Income Proof

##### A Fixed Income Earner



or



or



Latest 1 month's computer generated Payroll Advices

Latest 1 month's bank statement / passbook showing your name, account number and salary entries

Full set of latest Salaries Tax Demand Note

##### C Self-Employed Group



and



and



Business Registration Certificate

Latest 3 months' bank statement / passbook showing your company name, account number and transaction entries

Full set of latest Profits Tax Demand Note

##### B Non Fixed Income Earner



or



Latest 1 month's computer generated Payroll Advices (Basic salary entries have to be shown on Payroll Advices, otherwise, please provide the latest 3 months' record)

Latest 3 months' bank statement / passbook showing your name, account number and salary entries

##### D Non-Working Group



Latest Fixed Deposit Advice or Investment Statement issued by bank

- Not applicable to Part-time earner

▲ The Bank reserves the right to request additional documents for application approval.

## DOCUMENTS SUBMISSION METHODS

### Online Submission



URL :  
go.dbs.com/hk-cardupload

### By Mail



Address:  
DBS BANK (HONG KONG) LIMITED  
(Credit Card Application) - 8/F,  
Two Harbour Square, 180 Wai Yip Street,  
Kwun Tong, Kowloon, Hong Kong

### Submit via any DBS local branches



Opening Hours:  
Mon to Fri : 9am to 5pm  
Sat: 9am to 1pm

CA3141

## Key Facts Statement

Interest Rates and Interest Charges	
Annualised Percentage Rate (APR) for Retail Purchase	<p><b>36.33%*</b> when you open your account and it will be reviewed from time to time. We will not charge you finance charge if the statement balance is paid in full by the payment due date each month. Otherwise, finance charge will be charged on (i) the outstanding statement balance from the day after the date of that statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered after the date of that statement) from the date such transaction is posted on a daily basis until payment in full.</p> <p>Unless otherwise specified, finance charge on internet bill payment, JET payment or bill payment through our customer services hotline ("Bill Payment") will be charged on the same basis and APR as Retail Purchase. For Bill Payment of the merchant category of "Security Broker", finance charge will be charged on the same basis as Retail Purchase at the APR of <b>37.97%*</b> (when you open your account, subject to review from time to time). For Bill Payment of the merchant categories of "Banking and Credit Card Services", "Credit Card Payment" and/or "Credit Services", finance charge will be charged at the APR of <b>37.14%</b> from the date a Bill Payment is made until the date of actual repayment.</p>
APR for Cash Advance	<b>39.53%</b> when you open your account and it will be reviewed from time to time. Finance charge will be charged from the date a cash advance is made until the date of actual repayment.
Delinquent APR	<p>If you fail to pay the minimum payment shown on any monthly statement, the rate for finance charge will be adjusted by adding the following applicable Delinquency Adjustment Rate (the "Adjusted Interest Rate"):</p> <p>Transaction Type</p> <p>i. Cash Advance <b>4.8% (46.45%)</b></p> <p>ii. Retail Transaction <b>4.3% (41.80%*)</b></p> <p>iii. Merchant Categories of Internet Bill Payment / JET Payment / Bill Payment through Customer Services Hotline:</p> <ul style="list-style-type: none"> <li>Banking and Credit Card Services / Credit Card Payment / Credit Services <b>4.8% (43.69%)</b></li> <li>Security Broker <b>4.3% (43.65%*)</b></li> <li>Others <b>4.3% (41.80%*)</b></li> </ul> <p>The APR of the corresponding Adjusted Interest Rate is shown in brackets.</p> <p>The Adjusted Interest Rate will apply from the day following the date of the monthly statement issued after the occurrence of the delinquency until the full amount or at least the minimum payment is paid on or before the payment due date for 6 consecutive monthly statements.</p>

Interest-Free Period	<ul style="list-style-type: none"> <li>Up to 60 days</li> <li>No interest-free period on cash advance, Balance Transfer, Funds Transfer and bill payment transaction to merchant categories of "Banking and Credit Card Services", "Credit Card Payment" and/or "Credit Services"</li> </ul>
Minimum Payment	<p>If the total outstanding balance is <b>HK\$300</b> or above, the minimum payment will be the sum of the followings:</p> <p>i. all charges, fees, costs, expenses, interests and / or finance charges posted to the current statement of Card Account;</p> <p>ii. any amount in excess of the credit limit incurred after last statement date; and</p> <p>iii. 1% of the statement balance excluding all charges, fees, costs, expenses, interests and/or finance charges posted to the Card Account;</p> <p>or <b>HK\$300</b>, whichever is higher plus any outstanding minimum payment.</p> <p>If the total outstanding balance is less than <b>HK\$300</b>, the minimum payment will be the total outstanding balance.</p>

Fees		
Annual Membership Fee	Visa Signature Card / World Mastercard / American Express Card Principal Card Supplementary Card	<b>HK\$2,000</b> per card <b>HK\$1,000</b> per card
	VISA Platinum / Platinum MasterCard Principal Card Supplementary Card	<b>HK\$1,800</b> per card <b>HK\$900</b> per card
	VISA Gold Principal Card Supplementary Card	<b>HK\$550</b> per card <b>HK\$275</b> per card
	VISA / MasterCard Principal Card Supplementary Card	<b>HK\$300</b> per card <b>HK\$150</b> per card
Cash Advance	<p>Cash Advance Handling Fee: <b>4%</b> on cash advance amount, minimum <b>HK\$100</b>; and</p> <p>Cash Advance Administration Fee: <b>HK\$20</b> per transaction</p>	
Fees relating to Foreign Currency Transaction	<b>1.95%</b> of every transaction effected in a currency other than Hong Kong dollar	

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 Fee	A blanket fee of <b>HK\$350</b> or the minimum payment, whichever is lower.
Over-the-limit Fee	Overlimit Charge: <b>HK\$180</b> per statement cycle
Returned Payment Fee	Handling Charge on Dishonoured Cheque / Autopay Rejection: <b>HK\$120</b> per transaction of returned payment
Statement Paper Fee	<b>HK\$50</b> per customer per annum, if you have received at least one paper statement within the previous calendar year (i.e January to December every year)

\* These APRs are calculated based on a modified calculation made by the Bank. The corresponding APRs calculated in accordance with the guidelines issued by the Hong Kong Monetary Authority ("HKMA Guidelines") are as follow:

APRs based on the modified calculation by the Bank	APRs based on HKMA Guidelines
36.33%	37.81%
37.97%	39.59%
41.80%	43.69%
43.65%	45.72%

For details about the HKMA Guidelines and the modified calculation made by the Bank, please refer to the Annualised Percentage Rate Table posted on the Bank's website [go.dbs.com/hk-cardtnc\\_en](http://go.dbs.com/hk-cardtnc_en).

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

**Effective date: 2<sup>nd</sup> July 2019**



## DBS Credit Card / Private Label Card Application Terms and Conditions

1. By making an application for credit card / private label card ("Card") issued by DBS Bank (Hong Kong) Limited (the "Bank"), you are deemed to have read and accepted these terms and conditions and shall be bound by them.
2. Use of the Card shall be subject to the DBS Personal Credit Card Terms and Conditions and any terms and conditions applicable to the use of any related services (such as "Call-a-loan" Service and Balance Transfer) which you have applied or may apply to use. Copies of such terms and conditions are available on request from the 24-hour Customer Services Hotline at 2290 8888 or from the Bank's website at [www.dbs.com.hk](http://www.dbs.com.hk) or at any branches of the Bank.

3. The minimum annual income requirement for the application for the Card is set out below:

	Minimum Annual Income Requirement	Remark
DBS Eminent Visa Platinum Card	HK\$150,000	Nil

4. You declare and warrant to the Bank that the information provided in the application for the Card and all the supporting documents are true, correct and complete. You hereby authorise the Bank to verify your information contained in the application and any supporting documents from any source that the Bank may deem appropriate. The information you have provided to the Bank in the application is required and will be used by the Bank to assess your application for the Card and provide ongoing services to you. Failure by you to provide any such required information to the Bank may result in your application for the Card to be rejected.
5. You agree that the Bank's Data Policy Notice in force from time to time together with any other notices and communications concerning your data issued by the Bank from time to time ("Data Policy") shall apply to all information related to you that you have provided to the Bank in the application for the Card or that the Bank has obtained from any other sources or that arises from your relationship with the Bank or any other DBS Group company ("Data"). You are deemed to have read and understood the Data Policy and you agree that the Data Policy shall form part of the DBS Personal Credit Card Terms and Conditions. Copies of the Data Policy are available on request from the 24-hour Customer Services Hotline at 2290 8888 or from the Bank's website at [www.dbs.com.hk](http://www.dbs.com.hk) or at any branches of the Bank. Your Data may be used for such purposes and disclosed to such persons (whether in or outside Hong Kong) in accordance with the Data Policy. You hereby agree, in particular, that the Bank may: (a) verify, provide and collect information about you from other organisations, institutions or other persons; (b) transfer the Data outside Hong Kong SAR including to Singapore; (c) compare your Data with any data the Bank has obtained and use the results for taking of any action including actions that may be adverse to your interests (including declining the application for the Card); and (d) provide your Data to credit reference agencies, or, in the event of default, to debt collection agencies.

6. You understand that you have the right to: (a) request to be informed which items of Data are routinely disclosed to credit reference agencies or debt collection agencies; (b) request to be provided with further information to enable an access and/or correction request to be made to the relevant credit reference agency or debt collection agency; and (c) ask the Bank to request the relevant credit reference agencies to delete your consumer credit data upon termination of the credit card account if there is no payment default for a period in excess of 60 days on the account within 5 years immediately before the termination of the account. If there is any payment default, 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, you are liable to have your consumer credit data retained by the relevant credit reference agencies for a period of up to 5 years from the final settlement date of the default amount. In the event any amount in the credit card account is written off due to a bankruptcy order being made against you, you are liable to have your consumer credit data retained by the relevant credit reference agencies, regardless of whether there is payment default for a period in excess of 60 days on the account, for a period of up to 5 years from the final settlement date of the default amount or 5 years from the date of discharge of your bankruptcy as notified to the credit reference agency whichever is earlier.
7. If you have previously submitted any documents to the Bank with respect to other banking services, you hereby consent to the Bank's retrieval and use of such documents for the purpose of reviewing your application for the Card as the Bank sees fit.
8. The current annualized percentage rate ("APR") for retail purchase and cash advances and fees and charges applicable to the Card are set out in the Key Facts Statement. You understand that the Bank reserves the right to revise the APR and fees and charges from time to time with prior notice.
9. You understand and agree the below major terms and conditions of the DBS Personal Credit Card Terms and Conditions which impose significant liabilities or obligation on your part:
  - (a) Immediately after you receive a Card, please review the DBS Personal Credit Card Terms and Conditions and if you accept it, please (i) complete the Card acknowledgment/activation procedure; and (ii) sign the back of the Card without delay.
  - (b) You must keep your Card securely and ensure that your PIN is not disclosed to any other person. You must take all reasonable steps to keep your Card safe and your PIN secret and to help prevent fraud.
  - (c) Should you discover that your Card or PIN is lost, stolen or used in an unauthorised way, you must notify us as soon as reasonably practicable upon discovery of the loss, theft or unauthorised use.
  - (d) Provided that you have not acted fraudulently or with gross negligence and you have not failed to inform us of the loss, theft or unauthorised use of your Card and/or the PIN, you shall not be liable for any unauthorised transactions (except cash advances). If you have acted fraudulently or with gross negligence, then you shall be liable for all unauthorised transactions.

- (e) You shall be liable for all transactions effected or authorised through the use of the Card. If there is a Supplementary Card, you are jointly and severally liable with the Supplementary Cardholder for such part of the outstanding balance in connection with the Supplementary Card. The Supplementary Cardholder is liable, jointly and severally with you, only for such part of the outstanding balance as relates to the use of his/her Supplementary Card.
- (f) On or before the payment due date in each month, you must pay us the statement balance in full or at least pay the minimum payment as specified in any monthly statement in accordance with the Fee Schedule or any other notice. If you fail to pay the minimum payment on the payment due date as specified in any monthly statement, then your Card Account will be regarded as in a delinquent status and a late fee and a finance charge will be charged.
- (g) You agree to examine each Card Account statement received from us and to notify us of any alleged error or omission within 60 days after such statement was provided. After such 60-day period, such statement shall be deemed accepted and conclusively settled and no claim to the contrary by you shall be admissible.
- (h) We may (where the circumstances are considered reasonable) at any time suspend, withdraw, cancel or terminate your right to use the Card, Card Account and/or any related services offered. You may terminate your Card and Card Account at any time by giving us notice. Upon the termination of your Card and Card Account, all outstanding debit balances shall become immediately due and payable.
- (i) We shall be entitled at any time and without notice to you, to combine or consolidate any credit balance on any of your accounts maintained with us (whether matured or not) with the settlement of any debit balance on your Card Account and to set off any such credit balance against any such debit balance.
- (j) If you report an unauthorised transaction to us before the payment due date, you may withhold payment of the disputed amount during the investigation period.
- (k) We may, at our discretion, appoint debt collection agents and/or lawyers for collection of any moneys owing by you to us or for enforcement of any of our rights against you hereunder. You shall indemnify us on demand in respect of all collection costs and expenses that we reasonably incur. The total collection costs to be recovered shall in normal circumstances not exceed 30% of the amount owing by you to us.

## Data Policy Notice

This Notice sets out the data policies of DBS Bank Ltd and all its direct and indirect subsidiaries in the Hong Kong Special Administrative Region ("Hong Kong"), save and except for DBS Vickers (Hong Kong) Limited, (each a "Company"). For the avoidance of doubt, this includes DBS Bank (Hong Kong) Limited. The provisions of this Notice form part of the account terms and conditions and/or the agreement or arrangements that a data subject enters into with the Company. If any inconsistency is found, the provisions of this Notice shall prevail.

For the purposes of this Notice, "DBS Group" means DBS Bank Ltd and its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).

References to "data subjects" in this Notice means the customers of the Company and various other persons, including without limitation, applicants for banking/financial services and facilities, sureties and persons providing security or guarantee or any form of support for obligations owed to a Company, shareholders, directors, corporate officers and managers, sole proprietors, partners, suppliers, contractors, service providers and other contractual counterparties supplying data (including personal data as defined in the Personal Data (Privacy) Ordinance (the "Ordinance")) to the Company.

- (a) From time to time, it is necessary for data subjects to supply the Company with data in connection with various matters such as the opening or continuation of accounts, the establishment or continuation of banking facilities, the provision of banking and other financial services, or the provision of supplies or services to the Company and data subjects.
- (b) Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide banking or other financial services, or accept or continue with the provision of supplies or services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the relationships with them, for example, when data subjects write cheques, deposit money or give instructions.
- (d) 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 Company. Broadly, they may comprise any or all of the following purposes:
  - (i) processing of applications for banking and/or other financial services and facilities;
  - (ii) operation of the services and credit facilities provided by or to the Company or to data subjects;
  - (iii) provision of references (status enquiries);
  - (iv) conducting credit and other status checks;
  - (v) assisting other financial institutions to conduct credit checks and collect debts;
  - (vi) ensuring ongoing credit-worthiness of data subjects;
  - (vii) researching and/or designing financial services or related products for data subjects' use;
  - (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
  - (ix) operating internal controls including determining the amount of indebtedness owed to or by data subjects;
  - (x) performing treasury functions;
  - (xi) provision of investment management services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a data subject holds with the Company;

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- (xii) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
  - (xiii) for operational purposes, credit assessment, credit scoring models or statistical analysis (including in each case, behaviour analysis and evaluation on overall relationship with the DBS Group which includes using such data to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within DBS 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), whether on the data subjects or otherwise;
  - (xiv) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any other member of DBS Group or that it is expected to comply according to:
    - (1) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, 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 Company or any other member of DBS Group 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;
  - (xv) enabling an actual or proposed assignee of the Company or any other member of DBS Group, or participant or sub-participant of the rights of the Company or those of any other member of DBS Group in respect of the data subject, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xvi) purposes specifically provided for in any particular service or facility offered by the Company. Such procedures include matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application); and
  - (xvii) all other incidental and associated purposes relating to any of the above, including seeking professional advice.
- The Company keeps data only for as long as is reasonably required for the above purposes or as required by applicable law. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes.
- (e) Data held by the Company relating to a data subject will be kept confidential but the Company may provide such information to the following parties (whether within or outside Hong Kong) for any of the purposes set out in paragraph (d):
    - (i) any member of DBS Group, agent, contractor or third party service provider (or a subsidiary, holding company or related company thereof) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, data processing or other services to the Company or any other member of DBS Group in connection with the operation of its business;
    - (ii) any other person which has undertaken expressly or impliedly to the Company or any other member of DBS Group to keep such information confidential;

- (iii) any authorized institution (as such term is defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the data subject has or proposes to have dealings;
- (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (v) credit reference agencies, and, in the event of default, to debt collection agencies;
- (vi) any person to whom the Company or any other member of DBS Group is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any other member of DBS Group, 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 Company or any other member of DBS Group are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any other member of DBS Group 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 Hong Kong and may be existing currently and in the future;
- (vii) any actual or proposed assignee of the Company or any other member of DBS Group, or participant or sub-participant or transferee of the rights of the Company or those of any other member of DBS Group in respect of the data subject; and
- (viii)
  - (1) any member of DBS Group;
  - (2) third party financial institutions, insurers, card companies, securities and investment services providers;
  - (3) third party reward, loyalty and privilege programme providers;
  - (4) co-branding partners of the Company and any other member of DBS 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 and non-profit making organisations; and
  - (6) external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies and market research firms),that the Company engages for the purposes set out in paragraph (d)(viii).
- (f) For the purpose of (d)(iv) above, the Company may from time to time access and obtain consumer credit data of the data subject from a credit reference agency for reviewing any of the following matters in relation to the credit facilities granted:
  - (i) an increase in the credit amount;
  - (ii) the curtailing of credit (including the termination of credit or a decrease in the facility amount); or
  - (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.When the Company accesses consumer credit data about a data subject held with a credit reference agency, it must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (the "Code") and other relevant regulatory requirements.
- (g) Of all the data which may be collected or held by the Company from time to time in connection with mortgages, the mortgage account general data relating to data subjects (including any updated data thereof) may be provided by the Company to the credit reference agency.

Such mortgage account general data means the following data of the data subject: full name, capacity in respect of each mortgage (as borrower, mortgagor or guarantor), Hong Kong Identity Card or travel document number, date of birth, address, mortgage account number in respect of each mortgage, type of facility in respect of each mortgage, mortgage account status in respect of each mortgage (e.g. active, closed, write-off), (if any) mortgage account closed date in respect of each mortgage.

he credit reference agency will use the mortgage account general data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by a data subject, as borrower, mortgagor or guarantor respectively, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code).

(h) **USE OF DATA IN DIRECT MARKETING**

The Company intends to use the data subject's data in direct marketing and the Company 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 the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (1) financial, insurance, cards (meaning cards used to withdraw cash or pay for goods and services, including credit cards, debit cards, ATM cards, Cashline cards and stored value cards), banking and related services and products;
  - (2) reward, loyalty or privilege programmes and related services and products;
  - (3) services and products offered by the Company'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 Company and/or:
  - (1) any other member of DBS Group;
  - (2) third party financial institutions, insurers, card companies, securities and investment services providers;
  - (3) third party reward, loyalty or privilege programme providers;
  - (4) co-branding partners of the Company and any other member of DBS Group; and
  - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) the Company may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (h)(iv) above, the Company 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 a data subject does not wish the Company 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 Company at any time and without charge. (To opt-out, please complete and return to us an opt-out form available on our website: [www.dbs.com.hk](http://www.dbs.com.hk) or from any of our branches.)**

- (i) Under and in accordance with the terms of the Ordinance and the Code, any data subject has the right:
  - (i) to check whether the Company holds data about him/her and access to such data;
  - (ii) to require the Company to correct any data relating to him/her which is inaccurate;
  - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company; and

- (iv) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Company to a credit reference agency:

- (1) to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies;
- (2) be provided with further information to enable an access and correction request to be made to the relevant credit reference agency or debt collection agency; and
- (3) upon termination of the account by full payment, to instruct the Company to request a credit reference agency to delete any such data from its database, so long as the instruction is given within 5 years of termination and there has been no payment default in excess of 60 days in the 5 years immediately before account termination.

- (j) 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 may be retained by the credit reference agency until expiry of 5 years from the date of final settlement of the amount in default. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company 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)).
- (k) In the event any amount in an account is written off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph (j) 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 expiry of 5 years from the date of final settlement of the amount in default or expiry of 5 years from the date of discharge from bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- (l) The Company may obtain a credit report on or access the database of the data subject from a credit reference agency in considering any application for credit or conducting credit reviews from time to time. In the event the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.
- (m) Data of a data subject may be processed, kept, transferred or disclosed in and to any country as the Company or any person who has obtained such data from the Company referred to in paragraph (e) above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (n) The Company may charge a reasonable fee for the processing of any data access request.
- (o) Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
- (p) In accordance with the Ordinance, data subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to:

**The Data Protection Officer**

**DBS Bank Ltd., Hong Kong Branch / DBS Bank (Hong Kong) Limited  
10/F One Island East  
18 Westlands Road  
Island East  
Hong Kong  
Facsimile: 2167 8564**

- (q) In case of discrepancies between the English and Chinese versions, the English version shall prevail.