

Standard Chartered Bank (Hong Kong) Limited (the “Bank”)

Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data

- (a) From time to time, it is necessary for *data subjects* to supply the Bank with data in connection with matters such as:-
- (I) (i) the opening or operation of *accounts*,
 - (ii) the establishment or maintenance of facilities; and/or
 - (iii) the establishment or operation or provision of products or services offered by or through the Bank (which include banking, *cards*, financial, insurance, fiduciary, securities and/or investments products and services as well as products and services relating to these); (collectively, *Facilities, Products and Services*), and/or
 - (II) the receipt of supplies and services to the Bank.
- (b) Failure to supply such data may result in the Bank being unable to establish, maintain or provide *Facilities, Products and Services* to *data subjects*.
- (c) It is also the case that data are collected, directly or indirectly, by the Bank from *data subjects* transacting with or through the Bank in the ordinary course of the Bank’s business, including (without limitation) information received from third parties, the public domain, collected through use of the websites, cookies and electronic banking services of the *Standard Chartered Group*, and/or when *data subjects* write cheques or deposit money or effect transactions through *cards*.
- (d) Data relating to a *data subject* may be used for any one or more of the following purposes:-
- (i) processing applications from the *data subject* (including assessing the merits and/or suitability of the *data subject*’s application(s)) for the establishment of *Facilities, Products and Services*;
 - (ii) operating, maintaining and providing *Facilities, Products and Services* to the *data subject*, including to enable the Bank or any member of the *Standard Chartered Group* to fulfil any contract for *Facilities, Products and/or Services* that a *data subject* has requested and/or to understand the overall picture of the relationship of a data subject with the *Standard Chartered Group* by linking data in respect of all accounts such *data subject* is connected to;
 - (iii) conducting credit checks on the *data subject* (whether in respect of an application for *Facilities, Products and Services* or during regular or special review which normally will take place once or more each year);
 - (iv) creating and maintaining the Bank’s credit scoring models;
 - (v) maintaining credit history of the *data subject* for present and future reference;
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of the *data subject*;
 - (viii) designing banking, *cards*, financial, insurance, securities and investment services or related products for *data subject*’s use;
 - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (x) determining the amount of indebtedness owed to or by *data subjects*;
 - (xi) enforcement of *data subjects*’ obligations, to the Bank or any other member of the *Standard Chartered Group*, including but not limited to the collection of amounts outstanding from *data subjects* and those providing security for *data subjects*’ obligations;
 - (xii) meeting or complying with any obligations, requirements or arrangements for *disclosing* and using data that apply to the Bank or any other member of the *Standard Chartered Group* or that it is expected to comply according to:-
 - (1) any law or regulation binding on 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 Bank or any member of the *Standard Chartered 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;
 - (xiii) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the *Standard Chartered 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;
 - (xiv) enabling an actual or potential assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant of the Bank’s rights in respect of the *data subject*, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xv) in connection with any member of the *Standard Chartered Group* defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal proceedings), including where it is in the legitimate interests of the Bank or any member of the *Standard Chartered Group* to seek professional advice, for obtaining legal advice or for establishing, exercising or defending legal rights;
 - (xvi) in connection with any member of the *Standard Chartered Group* making or investigating an insurance claim or responding to any insurance related matter, action or proceeding;
 - (xvii) organizing and delivering seminars for the *data subjects*;
 - (xviii) managing, monitoring and assessing the performance of any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*; and/or

- (xix) any other purposes relating to the purposes listed above.
- (e) Data the Bank holds relating to a *data subject* is kept confidential but the Bank may provide, transfer or *disclose* such data or information to any one or more of the following parties (whether within or outside *Hong Kong**) for the purposes set out in paragraph (d):-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*;
 - (ii) any other person under a duty of confidentiality to the Bank including any other member of the *Standard Chartered Group* 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 or entity to whom the Bank or any other member of the *Standard Chartered Group* is under an obligation or otherwise required to make *disclosure* under the requirements of any law or regulation binding on or applying to the Bank or any other member of the *Standard Chartered Group*, or any *disclosure* under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given 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 Bank or any other member of the *Standard Chartered Group* is expected to comply, or any *disclosure* pursuant to any contractual or other commitment of the Bank or any other member of the *Standard Chartered 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;
 - (vi) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
 - (vii) any actual or proposed assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the *data subjects*;
 - (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/or
 - (ix) (1) any member of the *Standard Chartered Group* which may include a Head Office function acting as a data controller in respect of *data subject's* data;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and/or any member of the *Standard Chartered 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 organisations; 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 Bank engages for the purposes set out in paragraph (d)(ix) above.

* Please refer to the Bank's website (www.sc.com/hk) for the list of countries where such parties may be located.

- (f) (i) With respect to data in connection with mortgages applied by a *data subject* (in any capacity) 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 Bank, on its own behalf and/or as agent, to a credit reference agency:-
- (1) full name;
 - (2) 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);
 - (3) Hong Kong Identity Card Number or travel document number;
 - (4) date of birth;
 - (5) correspondence address;
 - (6) mortgage account number in respect of each mortgage;
 - (7) type of the facility in respect of each mortgage;
 - (8) 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
 - (9) if any, mortgage account closed date in respect of each mortgage.
- (ii) The credit reference agency will use the above data supplied by the Bank 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).
- (iii) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of:-
- (1) considering mortgage loan application(s) made by the *data subject* (in any capacity);
 - (2) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any capacity) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the Bank;
 - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any capacity), where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the Bank and the *data subject* consequent upon a default in the repayment of such credit facility for implementing such arrangement, and/or
 - (4) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any capacity), with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the *data subject*.
- (iv) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of (after 31 March 2013):-
- (1) reviewing and renewing mortgage loans granted or to be granted to the *data subject* (in any capacity); and/or
 - (2) considering the application for credit facility (other than mortgage loan) by the *data subject* (in any capacity other than mortgagor) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the *data subject* (in any capacity other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time.

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

The Bank intends to use a *data subject's* data in direct marketing and the Bank 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 Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:-
 - (1) financial, insurance, fiduciary, investment services, credit card, securities, investment, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank'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 Bank and/or:-
 - (1) any member of the *Standard Chartered Group*;
 - (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 Bank and/or any member of the *Standard Chartered 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
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank 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 Bank requires the *data subject's* written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank 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 *data subject's* consent or no objection as described in paragraph (g)(iv) above, the Bank 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 Bank 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 Bank.

(h) 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 Bank holds data about him and/or access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and procedures in relation to data and to be informed of the kind of personal data held by the Bank and/or he/she has access to;
 - (iv) to be informed on request 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 or 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 Bank to a credit reference agency, to instruct the Bank, 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 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 Bank 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)).
- (i) 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 (h)(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.
- (j) 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 (h)(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.
- (k) Without limiting the generality of the foregoing, the Bank may from time to time access the personal and *account* information or records of a *data subject* held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a *data subject* or a third party whose obligations are guaranteed by a *data subject*:-
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
 - (iii) the putting in place or the implementation of a scheme of arrangement with the *data subject* or the third party.
- (l) The Bank may have obtained a credit report on a *data subject* from a credit reference agency in considering any application for credit. In the event a *data subject* wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (m) Data of a *data subject* may be processed, kept and transferred or *disclosed* in and to any country as the Bank or any person who has obtained such data from the Bank referred to in (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) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (o) *Data subjects* located in the European Union may also have the following additional rights:-
- (i) the Bank or any other member of the *Standard Chartered Group* will use profiling, including behavioral analysis, to assist in providing *data subjects* with better *Facilities, Products* and/or *Services*, to make decisions and to prevent money laundering, terrorism, fraud and other

financial crime, for example profiling will help to try and detect whether use of a credit card may be fraudulent. If any profiling will result in an automated decision relating to a *data subject* who is an *accountholder*, we will let the *accountholder* know and the *accountholder* will have the right to discuss the decision with the Bank;

- (ii) in some circumstances a *data subject* has the right to ask the Bank to delete the personal data of such *data subject*, for example if the Bank no longer has a valid reason to process it;
 - (iii) in some circumstances a *data subject* may have the right to object to how the Bank processes the personal data of such *data subject* but this does not mean that the *data subject* can decide or choose how the Bank processes the personal data other than in relation to marketing. If a *data subject* has any concerns about how the Bank processes his/her/its personal data, such *data subject* should discuss this at a branch or with a relationship manager. The Bank may not be able to offer *Facilities, Products or Services* if the *data subject* does not want the Bank to process the personal data the Bank considers necessary to process to provide such *Facilities, Products or Services*;
 - (iv) in some circumstances a *data subject* may have the right to restrict how the personal data of such *data subject* is processed;
 - (v) in some circumstances a *data subject* may have the right to request the personal data that has been given to the Bank in a machine readable format. An *accountholder* may already be able to do this through online banking in relation to banking transactions;
 - (vi) a *data subject* has the right to complain to the Privacy Commissioner for Personal Data, or if the *data subject* is located in the European Union, the UK Information Commissioner. Details can be provided by emailing privacy@sc.com
- (p) The person to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:

Data Protection Officer
STANDARD CHARTERED BANK (HONG KONG) LIMITED
GPO Box 21, Hong Kong

Should you have any queries, please do not hesitate to contact either your relationship manager or our designated hotline 2282 2313.

(q) Nothing in this document shall limit the rights of *data subjects* under the Ordinance.

(r) Security:-

- (i) The security of personal data is important to the Bank. The Bank has technical and organisational security measures in place to safeguard each the personal data of each *data subject*. When using external service providers, the Bank requires that they adhere to security standards mandated by the Bank and the *Standard Chartered Group*. The *Standard Chartered Group* may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, the Bank takes all steps reasonably necessary to ensure that personal data is kept securely.
 - (ii) *Data subject(s)* should be aware that the Internet is not a secure form of communication and they must not send the Bank any personal data over the Internet as this carries with it risks including the risk of access and interference by unauthorised third parties. Information passing over the Internet may be transmitted internationally (even when sender and recipient are located in the same country) via countries with weaker privacy and data protection laws than in the country of residence of a *data subject*.
- (s) The Bank and the *Standard Chartered Group* retain personal data in line with applicable legal and regulatory obligations and for business and operational purposes. In the majority of cases this will be for seven years from the end of a *data subject's* relationship with the *Standard Chartered Group*.
- (t) To the extent permitted by law, the Bank and other members of the *Standard Chartered Group* may record and monitor electronic communications with *data subjects* to ensure compliance with legal and regulatory obligations and internal policies for the purposes outlined at paragraph (d) above.
- (u) *Data subjects* should also read the cookie policy when using the Bank's online services.

In this document, unless inconsistent with the context or otherwise specified, the words in *italic* shall have the following meanings:-

account(s) means, for each facility, service or product which the Bank may from time to time make available to the *data subjects*, the account that is, opened and/or maintained in respect of it from time to time.

accountholder(s) means holder(s) of an *account*, and includes joint *accountholder(s)* in case there is more than one holder for an *account*.

card means an ATM card, a debit card, a credit card, or a revolving card or all of them, as the context requires.

data subject(s) has the meaning given to it in the Ordinance and includes applicants or *accountholders* for *Facilities, Products and Services*, customers, security providers, referees, corporate officers and managers, (e.g. authorized signatories, contact persons, company secretary, directors, shareholders, beneficial owners of a corporate), suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through the Bank.

disclose, disclosing or disclosure, in relation to personal data, includes disclose or disclosing information inferred from the data.

Hong Kong means the Hong Kong Special Administrative Region.

in any capacity means whether as a borrower, mortgagor or guarantor and whether in the *data subject's* sole name or joint names with others.

mortgage count means the number of mortgage loans held by the *data subject (in any capacity)* with credit providers in *Hong Kong* from time to time.

Standard Chartered Group means each of or collectively Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

Please circulate this document to any and all *data subject(s)* relating to your *account(s)* at our Bank. Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

Standard Chartered Bank (Hong Kong) Limited
May 2018

渣打銀行(香港)有限公司(「本行」)

關於《個人資料(私隱)條例》(「條例」)及《個人信貸資料實務守則》
致客戶及其他個別人士的通知

(a) 資料當事人或須不時就下列事宜向本行提供有關資料：

- (I) (i) 開立或運作戶口，
 - (ii) 建立或維持信貸融通；及／或
 - (iii) 建立或運作或提供由本行或透過本行供應的產品或服務（包括銀行、銀行卡、金融、保險、受信、證券及／或投資產品及服務以及與該等產品及服務相關的產品及服務）；
（統稱信貸融通、產品及服務），及／或
- (II) 本行接受的物資及服務。

(b) 若未能向本行提供該等資料，可能會導致本行無法建立、維持或向資料當事人提供信貸融通、產品及服務。

(c) 資料當事人於本行日常業務過程中與或透過本行進行交易時，本行亦會直接或間接收集資料當事人的資料，包括（但不限於）從第三方、公共領域所取得、透過使用渣打集團的網站、小型文字檔案（Cookies）及電子銀行服務，及／或當資料當事人簽發支票或存款或透過銀行卡進行交易時所收集的資料。

(d) 資料當事人的資料可能用於以下任何一項或多項用途：

- (i) 處理資料當事人建立信貸融通、產品及服務的申請（包括評估資料當事人申請的成功機會及／或合適性）；
- (ii) 運作、維持及向資料當事人提供信貸融通、產品及服務，包括讓本行或渣打集團任何成員能夠履行資料當事人所申請信貸融通、產品及／或服務的任何合約，及／或透過與該資料當事人有關連的所有戶口的鏈接資料，全面了解資料當事人與渣打集團的關係；
- (iii) 對資料當事人進行信貸調查（無論是就信貸融通、產品及服務申請，或者是每年（通常一次或多於一次）的定期或特別檢討期間）；
- (iv) 建立及維持本行的信貸評分模式；
- (v) 保存資料當事人的信貸記錄，以供目前及日後參考；
- (vi) 協助其他金融機構進行信貸調查及追討債務；
- (vii) 確保資料當事人維持可靠信用；
- (viii) 設計資料當事人使用的銀行、銀行卡、金融、保險、證券及投資服務或有關產品；
- (ix) 推廣服務、產品及其他促銷標的（更多詳情請參閱下文(g)段）；
- (x) 確定欠付資料當事人或其所欠的負債款額；
- (xi) 執行資料當事人向本行或渣打集團任何其他成員之所負義務，包括但不限於向資料當事人及就其義務提供抵押的人士追收欠款；
- (xii) 履行或遵守適用於本行或渣打集團任何其他成員的任何資料披露及使用義務、規定或安排，或根據以下內容應當遵守的義務、規定或安排：
 - (1) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律或規例（例如：稅務條例及其規定，其中包括關於自動交換財務帳戶資料之條文）；
 - (2) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如：由稅務局所給予或發出的指引或指示，其中包括關於自動交換財務帳戶資料之條文）；
 - (3) 本行或渣打集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (xiii) 履行或遵守在渣打集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xiv) 供本行全部或任何部份業務及／或資產的實際或潛在承讓人，或本行對資料當事人的權利的參與人或附屬參與人衡量有關轉讓、參與或附屬參與所涉交易；
- (xv) 有關本行或渣打集團任何其他成員抗辯或回應任何法律、政府、或監管機構或半政府機構相關之事宜、訴訟或法律程序（包括任何潛在訴訟或法律程序），包括尋求專業意見以取得法律意見或確立、行使或就法律權利抗辯屬本行或渣打集團任何成員合法權益的情況；
- (xvi) 有關渣打集團任何其他成員作出或調查保險索償或回應任何保險相關之事宜、訴訟或法律程序；
- (xvii) 為資料當事人組織或向其提供講座；
- (xviii) 管理、監察及評估就信貸融通、產品及服務的建立、運作、維持或提供而向本行提供行政、電訊、電子計算機、款項或證券結算或其他服務的任何代理人、承辦商或第三方服務供應商之表現；及／或

(xix) 與上述用途有關的任何其他用途。

- (e) 本行會對其持有的資料當事人資料予以保密，但可就(d)段列出的用途將該等資料提供、移轉或披露給（香港境內或境外*的）下述任何一方或多方：
- (i) 就信貸融通、產品及服務的建立、運作、維持或提供而向本行提供行政、電訊、電子計算機、款項或證券結算或其他服務的任何代理人、承辦商或第三方服務供應商；
 - (ii) 對本行負有保密責任的任何其他人士，包括已承諾對資料予以保密的渣打集團任何其他成員；
 - (iii) 向出票人提供已付款支票副本（其中可能載有收款人的資料）的付款銀行；
 - (iv) 信貸資料服務機構及（如有違約事件）收數公司；
 - (v) 根據對本行或渣打集團任何其他成員有約束力或適用於本行或渣打集團任何其他成員之任何法例或規例的規定，或根據並為施行由規管本行或渣打集團任何其他成員之任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會發出或作出，並期望本行或渣打集團任何其他成員遵守的任何指引、指導、指令、規則、守則、通函或其他類似文件，或根據本行或渣打集團任何其他成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士或實體；
 - (vi) 和資料當事人已有或擬有業務往來的任何金融機構及商業收購公司；
 - (vii) 本行全部或任何部份業務及／或資產的任何實際或潛在承讓人，或本行對資料當事人的權利的參與人、附屬參與人或受讓人；
 - (viii) 提供或擬定提供擔保或第三方抵押，從而擔保或抵押資料當事人之義務的任何方；及／或
 - (ix) (1) 渣打集團任何成員，可能包括作為資料當事人資料的資料管轄員的總部；
(2) 第三方金融機構、保險公司、信用卡公司、證券及投資服務供應商；
(3) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
(4) 本行及／或渣打集團任何成員之合作品牌夥伴（該等合作品牌夥伴名稱可於有關服務及產品的申請表格查閱，視情況而定）；
(5) 慈善或非牟利機構；及
(6) 本行就上文(d)(ix)段所述用途委聘之外部服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。

* 請參閱本行網站（www.sc.com/hk），以了解上述各方所在的國家列表。

- (f) (i) 就資料當事人（以任何身份）於2011年4月1日當日或以後申請的按揭有關的資料，本行可能會將下列與資料當事人有關的資料（包括不時更新任何下列資料的資料）以本行及／或代理人的名義提供予信貸資料服務機構：
- (1) 全名；
 - (2) 就每宗按揭的身份（即作為借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式）；
 - (3) 香港身份證號碼或旅遊證件號碼；
 - (4) 出生日期；
 - (5) 通訊地址；
 - (6) 就每宗按揭的按揭戶口號碼；
 - (7) 就每宗按揭的信貸融通種類；
 - (8) 就每宗按揭的按揭戶口狀況（例如：有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
 - (9) 就每宗按揭的按揭戶口結束日期（如適用）。
- (ii) 信貸資料服務機構將使用上述由本行提供的資料統計資料當事人（分別以借款人、按揭人或擔保人身份，及以資料當事人本人單名或與其他人士聯名方式）不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的《個人信貸資料實務守則》的規定所限）。
- (iii) 本行可於以下期間不時查閱信貸資料服務機構持有的按揭宗數：
- (1) 考慮資料當事人（以任何身份）提交的按揭貸款申請；
 - (2) 檢討出現拖欠還款超過60日的欠賬的任何已向資料當事人（以任何身份）提供或擬提供的信貸融通（包括按揭貸款），以便本行就該信貸融通制訂任何債務重組、重新安排或其他還款條件修訂；
 - (3) 當本行與資料當事人因資料當事人就信貸融通拖欠還款而巳制訂任何債務重組、重新安排或其他還款條件修訂時，檢討任何已向資料當事人（以任何身份）提供或將予提供的信貸融通（包括按揭貸款），以便推行上述債務重組安排；及／或
 - (4) 檢討任何已向資料當事人（以任何身份）提供或將予提供的信貸融通（包括按揭貸款），以便制訂由資料當事人提出的任何債務重組、重新安排或其他還款條件修訂。
- (iv) 本行可於以下期間（於2013年3月31日之後）不時查閱信貸資料服務機構持有的按揭宗數：
- (1) 檢討及續批向資料當事人（以任何身份）提供或將予提供的按揭貸款；及／或
 - (2) 考慮資料當事人（除了按揭人，以任何身份）提出的信貸融通（不包括按揭貸款）申請，及／或檢討或續批已向資料當事人（除了按揭人，以任何身份）提供或將予提供的任何融通（不包括按揭貸款），前提是在上述任何一種情形下，該等信貸融通的額度不少於由個人資料私隱專員不時指定或決定的水平或機制釐定的水平。

(g) 在直接促銷中使用資料

本行擬將資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）。在此方面，請注意：

- (i) 本行可能將本行不時持有的資料當事人姓名、詳細聯絡方式、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及促銷對象：
 - (1) 金融、保險、受信、投資服務、信用卡、證券、投資、銀行及相關服務及產品；
 - (2) 獎賞、獎勵或優惠計劃及相關服務及產品；
 - (3) 本行品牌合作夥伴提供之服務及產品（該等品牌合作夥伴名稱可於有關服務及產品的申請表格查閱，視情況而定）；及
 - (4) 作慈善及／或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷對象可能由本行及／或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 渣打集團任何成員；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 本行及／或渣打集團任何成員之品牌合作夥伴（該等品牌合作夥伴名稱可於有關服務及產品的申請表格查閱，視情況而定）；及
 - (5) 慈善或非牟利機構；
- (iv) 本行除自行促銷上述服務、產品及促銷對象外，亦擬將上文(g)(i)段所述的資料提供予以上(g)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷對象時使用，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）；
- (v) 本行可能基於上文(g)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於上文(g)(iv)段所述徵求資料當事人同意或不反對時通知資料當事人。

如資料當事人不希望本行如上文所述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本行行使其選擇權拒絕促銷。

(h) 根據條例之條款及據條例核准和發出的《個人信貸資料實務守則》，任何資料當事人均有權：

- (i) 查悉本行是否持有其資料及／或能夠查閱該等資料；
 - (ii) 要求本行改正任何與其有關的不正確資料；
 - (iii) 查悉本行對於資料的政策及程序並獲悉本行所持及／或他／她能夠查閱之個人資料的種類；
 - (iv) 要求獲告知一般向信貸資料服務機構或收數公司披露哪些資料，以及要求獲提供進一步資料，以便向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求；及
 - (v) 對於本行向信貸資料服務機構提供的任何戶口資料（為免產生疑問，包括任何戶口還款資料），於悉數清償欠款而終止戶口時，指示本行要求信貸資料服務機構刪除其資料庫內有關的戶口資料，惟是項指示須於終止戶口後五年內提出，而該戶口在緊接終止之前五年內，並無拖欠還款超過60天的記錄。戶口還款資料包括上次到期的還款額、上次報告期間所作還款額（即緊接本行上次向信貸資料服務機構提供戶口資料前不超過31天的期間）、剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數、清還過期欠款的日期和悉數清還拖欠超過60天的欠款的日期（如有））。
- (i) 如出現關於戶口的拖欠還款情況，除非拖欠金額在出現拖欠之日起計60天屆滿前悉數清還或撇賬（因破產令悉數清還或撇賬者除外），否則信貸資料服務機構可保留該戶口還款資料（定義見上文第(h)(v)段），直至自欠款悉數清還之日起計滿五年為止。
- (j) 如客戶因被頒布破產令而導致其戶口中的任何金額被撇賬，則不論其戶口還款資料（定義見上文第(h)(v)段）是否顯示有拖欠還款超過60天的記錄，信貸資料服務機構均可保留該戶口還款資料，直至自欠款悉數清還之日起計滿五年為止，或自資料當事人提出證據通知信貸資料服務機構其已獲解除破產令之日計滿五年為止（以較早者為準）。
- (k) 在不限制前述條文的一般性的原則下，本行可為檢討下列任何事宜的目的，而不時查閱信貸資料服務機構所持的資料當事人個人及戶口資料或記錄，而該等事宜涉及向資料當事人提供或該資料當事人擔保其義務之第三方的現有信貸融通：
- (i) 增加信用額；
 - (ii) 縮減信貸（包括取消信貸或減低信用額）；及
 - (iii) 與資料當事人或該第三方展開或實行債務償還安排計劃。
- (l) 本行在考慮任何信貸申請時可能已經自信貸資料服務機構取得資料當事人的信貸報告。如資料當事人希望查閱該信貸報告，本行將會告知相關信貸資料服務機構的詳細聯絡方式。
- (m) 本行或上文(e)條所指從本行取得有關資料的任何人士可在或可向其認為合適的國家處理、保存及轉移或披露資料當事人的資料。有關資料亦可根據該國當地的慣例和法例、規則和規例（包括任何政府行政措施及政令）予以處理、保存、轉移或披露。
- (n) 根據條例之條款，本行有權就處理任何查閱資料要求而收取合理的費用。
- (o) 位於歐洲聯盟的資料當事人亦可能擁有下列額外權利：-
- (i) 本行或渣打集團任何其他成員將使用個人資料檔案，包括行為分析，以協助向資料當事人提供最佳的信貸融通、產品及／或服務、作出決

策及防止洗黑錢、恐怖主義、欺詐及其他金融犯罪，例如，個人資料檔案有助試驗及檢測使用信用卡是否具有欺詐性。若任何個人資料檔案將導致與身為戶口持有人的資料當事人有關的自動決定，我們將告知戶口持有人，而戶口持有人有權與本行討論該決定；

- (ii) 在某些情況下，資料當事人有權要求本行刪除其個人資料，例如，本行不再有合理理由處理有關資料；
 - (iii) 在某些情況下，資料當事人有權反對本行處理其個人資料的方式，但這並不意味著資料當事人可以決定或選擇本行處理個人資料的方式，惟有關市場營銷者除外。若資料當事人對本行處理其個人資料的方式有任何疑慮，該資料當事人應在分行或與客戶經理商討。若資料當事人不欲本行處理個人資料，而本行認為這對提供信貸融通、產品或服務而言屬必要，則本行未必能夠提供該等信貸融通、產品或服務；
 - (iv) 在某些情況下，資料當事人有權限制其個人資料的處理方式；
 - (v) 在某些情況下，資料當事人有權索取以電腦可讀格式提供予本行的個人資料。戶口持有人或已可透過與銀行交易有關的網上銀行達到這一點；
 - (vi) 資料當事人有權向個人資料私隱專員投訴，或若資料當事人位於歐洲聯盟，則可向英國資料專員投訴。詳細資料可發送電子郵件至 privacy@sc.com 索取。
- (p) 任何關於查閱或改正本行所持資料、索取本行資料政策及常規的資料或所持有的資料種類的要求，應向下列人士提出：

資料保障主任

渣打銀行（香港）有限公司

香港中央郵政信箱21號

如您有任何疑問，敬請與您的客戶經理聯絡或致電本行熱線2282 2313。

(q) 本文件不會限制資料當事人根據條例所享的權利。

(r) 安全性：-

- (i) 個人資料的安全對本行而言非常重要。本行設有技術及組織方面的安全措施，以保障每位資料當事人的個人資料。使用外部服務供應商時，本行會要求其遵守本行及渣打集團要求的安全準則。渣打集團可透過合約條款（包括私隱監管機構批准的任何此類條款）及服務供應商的監督而達到這一點。不論個人資料轉至何處，本行採取一切合理必要措施確保個人資料安全。
 - (ii) 資料當事人應知悉，互聯網並非安全的通訊方式，他們不得透過互聯網向本行傳送任何個人資料，因為此舉附帶風險，包括未獲授權第三方進行查閱及干擾的風險。透過互聯網傳送的資料可能經由私隱及資料保障法律不及資料當事人居住地嚴格的國家進行國際傳輸（即使發送人與接收人位於相同國家）。
- (s) 本行及渣打集團為履行適用法律及監管規定與商業及營運目的而保留個人資料。在大多數情況下，自資料當事人與渣打集團的關係終止起計將保留七年。
- (t) 若法律允許，本行及渣打集團其他成員可記錄及監控與資料當事人的電子通訊，以確保遵守法律及監管規定及內部政策，以作上文(d)段所概述用途。
- (u) 使用本行的網上服務時，資料當事人亦應閱讀Cookie政策。

在本文件中，除非與上下文不符或另有其他規定，否則斜體字須具有如下含義：

戶口，指就本行可能不時提供予資料當事人的各項信貸融通、服務或產品，而不時開立及／或維持的戶口。

戶口持有人，指戶口之持有人，包括聯名戶口持有人（如戶口有多於一名持有人）。

銀行卡，指提款卡、借記卡、貸記卡或循環貸款卡或所有該等卡（視上下文而定）。

資料當事人具有條例所賦予的涵義，包括信貸融通、產品及服務的申請人或戶口持有人、客戶、抵押提供者、審查人、企業職員及經理（例如企業的授權簽署人、聯絡人、公司秘書、董事、股東、實益擁有人）、供應商、代理人、承辦商、服務供應商及其他合約對手方，以及與或透過本行進行交易的任何第三方。

披露，就個人資料而言，包括披露由該等資料推斷出的資訊。

香港，指香港特別行政區。

以任何身份，指不論以借款人、按揭人或擔保人身份，以及不論以資料當事人本人單名或與其他人士聯名之方式。

按揭宗數，指資料當事人（以任何身份）不時於香港信貸提供者間持有的按揭貸款宗數。

渣打集團，指對渣打集團有限公司及其附屬公司和聯營公司（包括各分支機構或代表辦事處）的個別或共同稱謂。

請向任何及所有與戶口有關的資料當事人傳閱本文件。若英文版本與中文版本之間有任何不一致之處，概以英文版本為準。

渣打銀行（香港）有限公司

2018年5月

由渣打銀行（香港）有限公司刊發