

Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data

- 1) Unless the context otherwise requires, the following expressions shall have the following meanings in this Notice:

"Company" means HKCB Finance Limited;

"Customer" shall have the meaning ascribed to it in paragraph 2;

"Group" means the Company, any subsidiary undertaking of the Company and/or any of their respective associated or affiliate undertakings, any direct or indirect parent undertaking of the Company, any subsidiary undertaking of any such parent undertaking and/or any of their respective associated or affiliate undertakings, including, for the avoidance of doubt, undertakings within the group of CITIC Group Corporation ("subsidiary undertaking", "parent undertaking" and "undertaking" shall have the meanings under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong));

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

- 2) Scope of Personal Data

It includes all the information, account details, transaction record and affairs of a Customer (including but not limited to an individual, sole proprietor, partnership, corporate and unincorporated association Customer) that is collected and held by the Company through the establishment of accounts, the provision of credit facilities or any service or in the ordinary course of the continuation of the relationship with the Customer.

The provisions of this Notice shall also apply to, without limitation, (a) in the case of individual account holders, joint account holders or sole proprietors, the relevant individual concerned; (b) in the case of a partnership, each partner of the partnership; (c) in the case of a corporate entity, any individual director, shareholder, officer or manager who has provided any personal data to the Company for the purpose of account opening or operation of the account; (d) any surety, person providing security or guarantor of any credit facilities granted or to be granted by the Company to the Customer; and (e) any other person who has, in the account opening process or for the purpose of any service provided by the Company, provided data to the Company (collectively referred to as "Customer").

- 3) Importance of Data Collection

From time to time, it is necessary for Customers to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of services.

The Company may not be able to open or continue accounts, process credit application, establish or continue credit facilities or provide other services if Customers fail to supply

their personal information. Personal data may be collected from Customers in the ordinary course of the continuation of the relationship, e.g. when Customers write cheques or deposit money or otherwise carry out transactions as part of the Company's services. The Company will also collect data relating to the Customer from third parties, including third party service providers with whom the Customer interacts in connection with the marketing of the Company's products and services and in connection with the Customer's application for the Company's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).

4) Purposes of Data Collection and Usage

The personal data relating to a Customer are collected and may be used for the following purposes:-

- i) considering and assessing the Customer's application for the Company's products and services;
- ii) the daily operation of the credit facilities or services provided to Customers;
- iii) conducting credit checks at the time of application for services or credit facilities and at the time of regular or special reviews which normally will take place one or more times each year;
- iv) creating and maintaining the Company's credit scoring models;
- v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- vi) ensuring ongoing credit worthiness of Customers;
- vii) designing financial services or related products for Customers' use;
- viii) identifying and formulating servicing strategies for Customers' use;
- ix) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated (please see further details in paragraph 8 below), such marketing activities may or may not directly relate to the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of other services;
- x) determining the amount of indebtedness owed to or by Customers;
- xi) collection of amounts outstanding from Customers and those providing security for Customers' obligations;
- xii) satisfying or complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Company, any other member of the Group and/or any of their respective branches or offices or that it is expected to satisfy or comply according to:
 - (a) any laws, rules or regulations binding on or applying to the Company, any other member of the Group and/or any of their respective branches or offices, within or outside Hong Kong, existing currently and in the future (e.g. the Inland Revenue concerning automatic exchange of financial account information);
 - (b) any notifications, directives, guidelines or guidance given or issued by or agreement with 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, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, 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); and

(c) any present or future contractual or other commitment with local or foreign legal, regulatory, supervisory, 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, any other member of the Group and/or any of their respective branches or offices 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, supervisory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Company, any other member of the Group and/or any of their respective branches or offices;

xiii) 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;

xiv) facilitating consolidated supervision of the Group, including but not limited to the conduct of internal audit and the performance of risk management;

xv) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participant;

xvi) maintaining a credit history of Customers (whether or not there exists any relationship between the Customer and the Company or the recipient of the data) for present and future reference; and

xvii) all other incidental and associated purposes directly relating thereto and other purposes to which the Customers may from time to time agree.

5) Data Confidentiality

Data held by the Company relating to a Customer will be kept confidential but, subject to the Customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Company's process and/or use of the Customer's data) the Company or the recipient thereof may provide such information to the following parties for the purposes set out in paragraph 4 above (whether within or outside Hong Kong):-

i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer,

- payment or securities clearing, debt collection or other services to the Company in connection with the operation of its business;
- ii) any party (who facilitates the provision of the banking, credit or other kinds of services by the Company in connection with the services which are provided, offered or available to the Company's Customers from time to time) or any member of the Group, who is under a duty of confidentiality to the Company, including its respective officers, employees, agents and representatives who have 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) third party service providers with whom the Customer has chosen to interact with in connection with the Customer's application for the Company's products and services;
 - v) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - vi) any person, body or authority to whom the Company, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to make disclosure under the requirements of any laws, rules or regulations binding on or applying to the Company, any other member of the Group and/or any of their respective branches or offices, or any disclosure under and for the purposes of any notifications, directives, guidelines or guidance given or issued by or agreement with any legal, supervisory, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company, any other member of the Group and/or any of their respective branches or offices with local or foreign legal, regulatory, supervisory, 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, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual agreement or other form of agreement with the Company, any other member of the Group and/or any of their respective branches or offices;
 - vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Customer's obligations or liabilities;
 - viii) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's right in respect of the Customer including, without limitation, to the Hong Kong Mortgage Corporation Limited ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangement with HKMC in respect of the sale of mortgages or other security by the Company;

- ix)
 - (a) members of the Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty and privileges programme providers;
 - (d) co-branding partners of the Company and other members 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);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 4(ix) above.
- 6) **Transfer of Data Outside Hong Kong**

The Company may from time to time transfer the data of Customers outside Hong Kong for different purposes including processing and storage. Insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, we will obtain the Customer's separate consent in relation to such international transfers. Such data may be disclosed, processed, stored or maintained in accordance with the local laws, rules and regulations applicable in the relevant jurisdictions.
- 7) **To the extent required under the PIPL, the Company will, prior to sharing the Customer's personal data with third parties, notify the Customer of the name and contact details of the recipients, the purposes and means of processing and provision of the Customer's personal data, and the types of personal data to be provided and shared, and obtain the Customer's separate consent to the sharing of the Customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, in accordance with the PIPL.**
- 8) **Use of Data in Direct Marketing**

The Company uses and/or intends to use a Customer's data in direct marketing and the Company requires a 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, credit history and demographic data of a Customer 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:
 - (a) financial, credit facilities, insurance, investment, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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:
 - (a) any other member of the Group or any of its branches or offices;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of the Company, any other member of the Group and/or any of their respective branches or offices (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
 - (e) charitable or non-profit making organisations;
- iv) in addition to marketing the above services, products and subjects itself, the Company also provides and/or intends to provide the data described in paragraph (8)(i) above to all or any of the persons described in paragraph (8)(iii) above for use by them in marketing those services, products and subjects, and the Company requires written consent of a Customer (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 (8)(iv) above and, when requesting the consent of a Customer or no objection as described in paragraph (8)(iv) above, the Company will inform a 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 Company to use or provide to other persons his/her data for use in direct marketing as described above, a Customer may, without charge, exercise his/her opt-out right by notifying the Company. A Customer may make the opt-out request by completing the form below and returning to the Company.

9) **Transfer of Personal Data to Customer's Third Party Service Providers Using Company Application Programming Interfaces (API)**

The Company may, in accordance with the Customer's instructions to the Company or third party service providers engaged by the Customer, transfer Customer's data to third party service providers using the Company's API for the purposes notified to the Customer by the Company or third party service providers and/or as consented to by the Customer in accordance with the Ordinance.

10) **Consumer Credit Data**

- i) With respect to data in connection with mortgages applied by a Customer (whether as a borrower, mortgagor or guarantor and whether in the Customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the Customer (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to credit reference agencies:
 - (a) full name;
 - (b) 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);

- (c) Hong Kong Identity Card Number or travel document number;
- (d) date of birth;
- (e) correspondence address;
- (f) mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) 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
- (i) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the Customer with credit providers, 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 databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

- ii) Under and in accordance with the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data) the PIPL and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual Customer has the right to:-
 - (a) check whether the Company holds data about him/her and the right of access to such data;
 - (b) require the Company to correct any data relating to him/her which is inaccurate;
 - (c) 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;
 - (d) in relation to consumer credit, request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);
 - (e) in relation to consumer credit data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, instruct the Company, upon termination of an 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 an account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to the 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)).

- (f) insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, to request the Company to delete the Customer's personal data;
- (g) insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, to object to certain uses of the Customer's personal data;
- (h) insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, request an explanation of the rules governing the processing of the Customer's personal data;
- (i) insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, to ask that the Company transfer personal data that you have provided to the Company to a third party of your choice under circumstances as provided under the PIPL;
- (j) insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, to withdraw any consent for the collection, processing or transfer of the Customer's personal data (the Customer should note that withdrawal of their consent may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (k) insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

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 10(ii)(e) above) may be retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.

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 10(ii)(e) above) may be retained by the credit reference agencies, 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 a Customer with evidence to the credit reference agency(ies), whichever is earlier.

iii) Access to Customer Credit Data

The Company may from time to time access the consumer credit data of a Customer held by a 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 Customer as borrower or to another person for whom the Customer proposes to act or acts as guarantor or

security provider or for the purpose of the reasonable monitoring of the indebtedness of the Customer while there is currently a default by the Customer as borrower, as guarantor or as security provider. In particular, the Company may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Company in considering any of the following matters:

- (a) an increase in the credit amount;
- (b) the curtailment of credit (including the cancellation of credit or a decrease in the credit amount);
- (c) the putting in place or the implementation of a scheme of arrangement with the individual Customer.

In the event the Customer wishes to access such consumer credit data obtained from a credit reference agency, the Company will upon request advise the contact details of the relevant credit reference agency.

- 11) Some of the data collected by the Company may constitute sensitive personal data under the PIPL. The Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data, such sensitive personal data will be processed with the Customer's separate consent.
- 12) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the Customer's data) as permitted under the PIPL, the Company may charge a reasonable fee for the processing of any data access request.
- 13) 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
HKCB Finance Limited
30/F., Two Taikoo Place, Taikoo Place,
979 King's Road, Quarry Bay, Hong Kong
Tel: 3603 3760 Fax: 2258 2702
- 14) Nothing in this Notice shall limit the rights of Customers under the Ordinance and the PIPL.
- 15) Any right conferred under the Ordinance shall only apply to individual Customers.
- 16) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.
- 17) This Notice shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which Customers have entered into or intend to enter into with the Company.
- 18) The Company may have obtained credit report(s) on the Customer from credit reference agency(ies) in considering any application for credit. In the event the Customer wishes to access the credit report(s), the Company will advise the contact details of the relevant credit reference agency(ies).

Request for Opt-out from use of personal data in direct marketing

To: HKCB Finance Limited ("Company")
30/F., Two Taikoo Place, Taikoo Place
979 King's Road, Quarry Bay, Hong Kong
Attn: The Data Protection Officer
Fax No.: 2258 2702

I acknowledge that I have received and understood the Company's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data".

Please check ("✓") the box(es) below where applicable

I do not wish the Company to use my personal data in direct marketing via the following channel(s)*:

Post E-mail Telephone Mobile SMS

*(*Please indicate the choice by checking at least one of the above boxes for processing this request. If none of the above boxes is checked, it is deemed that all of the above channels are selected.)*

(Please check ("✓") the box if Customer does not wish the Company to provide his/her personal data to any other persons (whether or not any other member of the Group and/or any of their respective branches or offices) for their use in direct marketing whether or NOT for gain.)

I understand that the Company may provide my personal data to other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property. I do not wish the Company to provide my personal data to any other persons (whether or not such persons are members of the Group and/or any of their respective branches or offices) for their use in direct marketing, whether or not in return for money or other property.

The above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Company prior to this request.

I acknowledge that my above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Company's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" attached to this request. I may refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

Customer Name: _____

HKID Card No./ Passport No.: _____

OR

Account No.: _____

Customer's Signature

Note: For the instruction to be effective, please allow maximum 10 business days from the date of receipt of this request.

關於《個人資料(私隱)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

一、 除非文義另有規定，以下詞語在本通告內應具有如下涵義：

「公司」指香港華人財務有限公司；

「客戶」應具有第二段賦予該詞的涵義；

「集團」指公司、公司的任何附屬企業和/或它們各自的任何關聯或聯繫企業、公司的任何直接或間接母企業、上述任何母企業的任何附屬企業和/或它們各自的任何關聯或聯繫企業。為免產生疑問，這亦包括在中國中信集團有限公司的集團內的企業（「附屬企業」、「母企業」和「企業」應具有《公司條例》（香港法例第32章）規定的涵義）；

「香港」指中華人民共和國香港特別行政區；和

「條例」指《個人資料（私隱）條例》（香港法例第486章）。

二、 個人資料的範圍

這包括公司通過為客戶（包括但不限於個人、獨資經營者、合夥企業、公司及非法團組織客戶）開立戶口、提供信貸服務或任何服務或在與客戶維持正常業務往來過程中所收集及持有的所有客戶資料、賬戶詳情、交易記錄及其他情況。

發給客戶的本通告中的各項規定亦應適用於（但不限於）下列各項：(a)如為個人賬戶持有人、聯名賬戶持有人或獨資經營者，有關的相關個別人士，(b)如為合夥企業，合夥企業的每名合夥人，(c)如為公司實體，任何就開立或操作戶口之目的而向公司提供任何個人資料的個別董事、股東、高級職員或經理，(d)公司向客戶批出或將批出的任何信貸額度之任何擔保人、提供抵押品的人士或保證人，及(e)任何在開立戶口過程中或為公司提供的任何服務的目的而已向公司提供資料的其他人士（統稱「客戶」）。

三、 收集客戶資料的重要性

客戶在申請開立戶口或延續戶口、建立或延續信貸便利或要求公司提供公司服務時，需要不時向公司提供有關的資料。客戶倘未能向公司提供有關資料可能導致公司無法開立或延續戶口、處理信貸申請、建立或延續信貸便利或提供公司服務。公司可於延續公司

關係的正常業發支票或存款，或以其他方式進行作為公司所務往來過程中收集客戶的個人資料，如客戶簽提供服務一部分的交易。公司亦會向第三方（包括客戶因公司產品及服務的推廣以及申請公司產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「信貸資料服務機構」）接收個人資料）。

四、 收集客戶資料的目的及用途

有關的客戶資料將可能會用於下列用途：-

- i) 考慮及評估客戶有關公司產品及服務的申請；
- ii) 為提供信貸服務和信貸便利給客戶之日常運作；
- iii) 為申請信貸服務或信貸便利作信貸檢查及定期或特別覆核，一般每年進行一次或多次；
- iv) 建立及維持公司的信貸評分模式；
- v) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（以下簡稱「信貸提供者」）進行信用檢查及追討欠債；
- vi) 確保客戶維持可靠信用；
- vii) 設計供客戶使用的財務服務或有關產品；
- viii) 確定及制定提供客戶的服務策略；
- ix) 推廣服務、產品及其他標的，公司或會從有關的服務及產品中收取報酬（詳情請參閱以下第八段），有關推廣活動不一定與開立戶口或延續戶口及建立或延續信貸便利或提供其他服務直接有關；
- x) 確定公司對客戶或客戶對公司的債務；
- xi) 向客戶及為客戶提供擔保或抵押的人士追收欠款；
- xii) 達成或遵守按照以下事項適用於公司、集團的任何其他成員和/或其各自的分行或辦事處或其被期望達成或遵守的有關於披露及使用資料的任何義務、規定或安排：-
 - (a) 不論於香港境內或境外及不論目前或將來存在的對公司、集團的任何其他成員和/或它們各自的任何分行或辦事處具法律約束力或適用的任何法律、規則或規例（例如，《稅務條例》及其條文，包括關於自動交換財務帳戶資料之條文）；
 - (b) 不論於香港境內或境外及不論目前或將來存在的而公司、集團的任何其他成員和/或它們各自的任何分行或辦事處有責任、規定、被告知、獲建議或預期須遵守的任何法律、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通知、指

示、指引或指導(例如,稅務局作出或發出的指引或指南,包括關於自動交換財務帳戶資料的指引或指南);及

- (c) 公司、集團的任何其他成員和/或它們各自的任何分行或辦事處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,包括但不限於向對公司、集團任何其他成員和/或它們各自的任何分行或辦事處具有司法管轄權或與其簽署合約或其他形式之協議的任何有關監督機構、監管機構、稅務機構或其他管轄機構作出披露;
- xiii) 遵守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) 促進集團的綜合監管,包括但不限於進行內部審計及履行風險管理;
- xv) 使公司的實際或建議承讓人、或公司對客戶的權利的參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易;
- xvi) 備存客戶之信貸記錄(不論客戶及公司或資料收集人有否存在任何關係)以作現時及將來之參考用途;及
- xvii) 一切直接與上述有聯繫、有附帶性及有關的用途和客戶可能不時同意的其他用途。

五、 資料保密

客戶資料絕對保密,(但若《中華人民共和國個人信息保護法》(「個人信息保護法」)適用於公司處理和/或使用客戶資料,僅在獲得客戶的單獨同意的情況下),但公司或接收者可能會就上述第四段的其他用途而把有關資料提供給下列人士(不論在香港或香港以外):-

- i) 任何中間人、承包商、或向公司提供行政、電訊、電腦、支付、證券結算、收賬或其他和公司業務運作有關的服務之第三者服務供應人;
- ii) 任何對公司資料有保密責任的人士(該等人士為促進公司所提供,與公司不時向其客戶提

供、要約或給予的服務相關的銀行、信貸或其他類型的服務)或集團任何成員(包括上述人士或成員、其各自的高級職員、僱員、代理和代表);

- iii) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關收款人資料);
- iv) 客戶因申請公司產品及服務而選擇接觸的第三方服務供應商;
- v) 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者),而在客戶欠賬時,則可將該等資料提供給收數公司;
- vi) 公司、集團任何其他成員和/或它們各自的任何分行或辦事處在對其本身或它們具有約束力或適用的任何法律、規則或規例要求下有責任、規定、被告知、獲建議或預期須向該人、組織或主管機構作出披露的任何人、組織或主管機構,或公司、集團任何其他成員和/或它們各自的任何分行或辦事處有責任、規定、被告知、獲建議或預期須遵守根據或為符合任何法律、監督、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通知、指示、指引或指導或與其簽署的協議,或根據公司、集團任何其他成員和/或它們各自的任何分行或辦事處向本地或外地的法律、監督、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,

包括但不限於向對公司、集團任何其他成員和/或它們各自的任何分行或辦事處具有司法管轄權或與其簽署合約或其他形式之協議的任何有關監督機構、監管機構、稅務機構或其他管轄機構作出披露;

- vii) 任何發生或建議發出保證或第三方保證以保證或確保客戶之責任或法律責任之一方;
- viii) 任何公司實際或建議中的承讓人、參與人、附屬參與人或公司對客戶的權利轉讓時的承讓人,包括但不限於香港按揭證券有限公司(以下簡稱「香港按揭公司」)或根據公司與香港按揭公司就公司出售之按揭或其他抵押而作出之合約安排下所規定或所需之其他人士;
- ix) (a) 集團各名成員;
- (b) 第三者金融機構、保險商、信用卡公司、證券及投資服務供應人;

- (c) 第三者獎賞、獎勵或優惠計劃供應人；
- (d) 公司及集團的其他成員的品牌合作夥伴（有關品牌合作夥伴的名字載於有關服務及產品的申請表格中）；
- (e) 慈善或非牟利機構；及
- (f) 公司就上述第四(ix)條聘請的外部服務供應人（包括但不限於郵遞商、電訊公司、電話銷售及直銷代理商、傳呼中心、資料處理公司及資訊科技公司）。

六、 轉移資料往香港以外地區

公司可能為不同的目的（如處理及儲存）不時將客戶的資料轉移往香港以外地區。若個人信息保護法適用於公司處理和/或使用客戶資料，公司將徵求客戶針對該等跨境傳輸活動的單獨同意。該等資料可按照適用於有關司法管轄區的當地法律、規則及規例予以披露、處理、貯存或維持。

- 七、 若個人信息保護法適用於公司處理和/或使用客戶資料，公司將在和第三方共享客戶的個人資料前，告知客戶接收方的姓名和聯繫方式、處理和提供客戶個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求客戶對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或（若個人信息保護法適用於公司處理和/或使用客戶資料）按照個人信息保護法的要求。

八、 在直接促銷中使用資料

公司把和/或擬把客戶資料用於直接促銷，而公司為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

- i) 公司可能把公司不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景、信貸記錄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、產品及促銷標的：
 - (a) 財務、信貸便利、保險、投資、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 公司合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
- iii) 上述服務、產品及促銷標的可能由公司及/或下列各方提供或（就捐款及捐贈而言）徵求：

- (a) 集團任何其他成員或其任何分行或辦事處；
 - (b) 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；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (d) 公司及集團任何其他成員和/或它們各自的任何分行或辦事處之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (e) 慈善或非牟利機構；
- iv) 除由公司促銷上述服務、產品及促銷標的以外，公司亦將和/或擬將以上第八(i)段所述的資料提供予以上第八(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、產品及促銷標的中使用，而公司為此用途須獲得客戶書面同意（包括表示不反對）；及
- v) 公司可能因如以上第八(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。如公司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，公司會於以上第八(iv)段所述徵求客戶同意或不反對時如實通知客戶。

如客戶不希望公司如上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，客戶可通知公司行使其選擇權拒絕促銷，就此客戶無須繳付費用。在此情況下，客戶可填妥下列表格並交回公司。

九、 使用本公司應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料本公司可根據客戶向本公司或客戶使用之第三方服務供應商所發出的指示，使用本公司的API向第三方服務供應商轉移客戶的資料，以作本公司或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。

十、 個人信貸資料

- i) 就有關客戶（無論以借款人、抵押人或擔保人身份及無論以客戶個人名義或與他人聯名）於2011年4月1日當日或以後申請按揭的資料而言，公司可以將如下關於客戶的資料（包括任何下述資料不時更新的任何資料）以公司和/或代理人的名義提供予信貸資料服務機構：
- (a) 全名；
 - (b) 關於每項按揭的個人身份（即借款人、抵押人或擔保人及無論以客戶個人名義或與他人聯名作出）；
 - (c) 香港身份證號碼或旅遊證件號碼；
 - (d) 出生日期；
 - (e) 通訊地址；

- (f) 每項按揭的按揭賬戶號碼；
- (g) 每項按揭的信貸種類；
- (h) 每項按揭的按揭賬戶狀況（生效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
- (i) （如有）每項按揭的按揭賬戶結束日期。

信貸資料服務機構會使用上述由公司提供的資料統計客戶（分別以借款人、按揭人或擔保人身份及無論以客戶個人名義或與他人聯名作出）不時於信貸提供者持有的按揭宗數，於信貸資料服務機構的信貸資料庫內讓信貸提供者共用（受限於根據條例核准及發出的個人信貸資料實務守則的規定）。

- ii) 根據條例及（若個人信息保護法適用於公司處理和/或使用客戶資料）個人信息保護法的條款及根據條例發佈的個人信貸資料實務守則，任何個人客戶有權：
 - (a) 審查公司是否持有他/她的資料及有權查閱有關的資料；
 - (b) 要求公司改正有關他/她不準確的資料；
 - (c) 查悉公司對於資料的政策及實際運用及告知公司持有關於他/她的個人資料種類；
 - (d) 在與個人信貸有關的情況下，要求獲告知那些資料是會向信貸資料服務機構或收數公司例行披露，以及獲提供進一步資料，藉以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要求；及
 - (e) 對於公司向信貸資料服務機構提供的個人信貸資料（為免產生疑問，包括任何賬戶還款資料），於悉數清償欠款而終止戶口時，指示公司向信貸資料服務機構要求從資料庫刪除有關賬戶資料，惟是項指示須於終止戶口後5年內提出，而該戶口在緊接終止之前5年內，並無拖欠還款超過60天的記錄。賬戶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（即緊接公司上次向信貸資料服務機構提供最後一次還款資料前不超過31天的期間）、剩餘可用信貸額或未償還數額（即過期欠款額及逾期還款日數、清還過期欠款的日期和全數清還拖欠超過60天的欠賬的日期（如有））。
 - (f) 若個人信息保護法適用於公司處理和/或使用客戶資料，要求本行刪除客戶的個人資料；

- (g) 若個人信息保護法適用於公司處理和/或使用客戶資料，反對以某種特定方式使用客戶個人資料；
- (h) 若個人信息保護法適用於公司處理和/或使用客戶資料，要求對處理客戶個人資料的規則進行解釋說明；
- (i) 若個人信息保護法適用於公司處理和/或使用客戶資料，且滿足個人信息保護法的要求的情況下，要求本行將您向公司提供的個人資料轉移給您選擇的第三方；
- (j) 若個人信息保護法適用於公司處理和/或使用客戶資料，撤回對收集、處理或轉移客戶個人資料的同意(客戶應注意，客戶撤回他們的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務)；和
- (k) 若個人信息保護法適用於公司處理和/或使用客戶資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。

如出現關於戶口的欠款情況，除非拖欠金額在由出現拖欠日期起計60天屆滿前全數清還或撇賬（除了因破產令導致之外），否則其可由信貸資料機構所持有的賬戶還款資料（按上文第十(ii)(e)段的定義）將會在全數清還該拖欠還款後繼續保留多至5年。

如客戶因被頒布破產令而導致戶口中的任何金額被撇賬，不論其賬戶還款資料（按上文第十(ii)(e)段的定義）是否顯示有拖欠超過60天的欠賬，其可由信貸資料機構持有的賬戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由客戶提出證據通知信貸資料機構其已獲解除破產令的5年止（以較先出現的情況為準）。

iii) 查閱個人信貸資料

公司在考慮批出個人信貸或在檢討或續批已批予任何客戶為借款人的個人信貸，或任何其他人為借款人而有關客戶為擔保人或押品提供者的個人信貸的過程中，或在任何客戶作為借款人或擔保人或押品提供者有拖欠情況時作合理監察有關客戶的債務情況時，可不時查閱由信貸資料服務機構持有的該客戶的個人信貸資料。特別是，公司可取閱客戶之個人信貸資料作為檢討現有已批出的個人信貸，以協助公司考慮下列事項：

- (a) 增加信貸限額；
- (b) 對信貸作出限額（包括取消或減少信貸限額）；
- (c) 對有關個人安排或實行債務償還安排。

倘若客戶希望從信貸資料服務機構查閱相關信貸資料，公司可於要求下給予客戶有關信貸資料服務機構的聯絡資料。

- 十一、 本公司收集的部分資料可能構成個人信息保護法下的“敏感個人信息”，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，本公司才會處理敏感個人信息。若個人信息保護法適用於公司處理和/或使用客戶資料，該等敏感個人信息將在獲得客戶的單獨同意後才進行處理。
- 十二、 根據條例的規定，公司有權就處理任何查閱資料的要求收取合理費用。
- 十三、 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提供：
資料保護主任
香港華人財務有限公司
香港鰂魚涌英皇道979號
太古坊太古坊二座30樓
電話：3603 3760 傳真：2258 2702
- 十四、 本通知不會限制客戶在條例和個人信息保護法下所享有的權利。
- 十五、 條例下賦予的任何權利只適用於個人客戶。
- 十六、 本通告的中、英文版如有歧義，概以英文版為準。
- 十七、 此通告將成為客戶與公司或將與公司訂定之所有合約、協議、信貸函、賬戶管理委托及其他約束性安排之一部份。
- 十八、 本公司或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶有意索取有關信貸報告，本公司會提供有關信貸資料服務機構的聯絡詳情。

二零二三年十月

選擇拒絕在直接促銷中使用個人資料之申請

致：香港華人財務有限公司（「公司」）
香港鰂魚涌英皇道979號太古坊太古坊二座30樓
資料保護主任
傳真：2258 2702

本人確認已收到並明白公司的「關於《個人資料（私隱）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」。

請在下列適當的方格內 加上剔號（"✓"）

本人不希望公司在經以下渠道作直接促銷中使用本人的個人資料*：-

書信郵件 電子郵件 電話 流動電話短訊

（*為處理此申請，請在以上最少一個方格內填上剔號以表明選擇。若沒有在以上任何方格內以剔號顯示選擇，即視作選擇以上所有渠道。）

（若客戶不希望公司將其個人資料提供予其他人士，以供該等人士（不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處）在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報，請在下列方格內 加上剔號（"✓"））

本人明白公司可能將本人的個人資料提供予任何其他人士，以供該等人士（不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處）在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報。本人不希望公司將本人的個人資料提供予任何其他人士，以供該等人士（不論該等人士是否集團任何其他成員和/或它們各自的任何分行或辦事處）在直接促銷中使用，不論以獲得或沒有獲得金錢或其他財產的回報。

以上代表本人目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代本人於本申請前向公司傳達的任何選擇。

本人確認以上的選擇適用於就本申請之公司「關於《個人資料（私隱）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」中所列出的產品、服務和/或標的類別的直接促銷。本人亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及本人的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

客戶姓名： _____

香港身份證/護照號碼： _____

或

賬戶號碼： _____

客戶簽署

註：指示必須於公司收到此申請後最多10個營業日後生效。