

恒生銀行有限公司（「銀行」）

致各客戶及其他個別人士

關於個人資料（私隱）條例（「條例」）的通知

1. 客戶及其他個人（包括但不限於銀行／財務服務及銀行融資／信貸便利的申請人，為銀行融資／信貸便利而提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、高級職員及管理人員）（統稱「資料當事人」），就各項事宜例如申請開立或延續戶口、建立或延續銀行融資／信貸便利或要求銀行提供有關銀行／財務服務時、或因法例規定或監管或其他管理機構所發出的指引，需不時向銀行提供有關資料。
2. 若未能向銀行提供有關資料，會導致銀行無法批准開立或延續戶口、建立或延續銀行融資／信貸便利或提供有關銀行／財務服務或遵守法例規定或監管或其他管理機構所發出的指引。
3. 在資料當事人與銀行正常業務往來中，例如資料當事人開出支票、存款或進行交易時，銀行亦會收集到資料當事人的資料。
4. 資料當事人的有關資料可能會作下列用途：
 - (i) 向資料當事人提供日常運作服務和銀行融資／信貸便利；
 - (ii) 在資料當事人申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；
 - (iii) 編製及維持銀行的信貸評分模式；
 - (iv) 協助其他財務機構作信貸審查及債務追討；
 - (v) 確保資料當事人的信用維持良好；
 - (vi) 為資料當事人設計銀行／財務服務或有關產品；
 - (vii) 為銀行及／或特選公司推廣服務或產品；
 - (viii) 確定銀行對資料當事人或資料當事人對銀行的債務；
 - (ix) 執行資料當事人向銀行應負義務，包括但不限於向資料當事人及向為資料當事人的義務提供抵押或擔保的人士追討欠款；
 - (x) 根據銀行或其任何分行需遵守的法律要求，或因監管或其他管理機構所要求銀行或其任何分行遵守的指引而作出披露；
 - (xi) 使銀行的實質或建議受讓人，或銀行對資料當事人權益的參與人或附屬參與人，能對有關擬進行的轉讓、參與或附屬參與的交易作出評核；
 - (xii) 與接受由銀行發出的信用卡的商號（下稱「各商號」）及獲銀行提供聯營／合營／會員專享信用卡服務的機構（下稱「各聯營機構」）交換資料；
 - (xiii) 就任何卡交易，與各商號的收單財務機構核實資料當事人的身份；及
 - (xiv) 與上述有關的用途。
5. 銀行會將資料當事人的資料保密，但銀行可能會將有關資料提供予下列各方作第4段所述的用途：
 - (i) 任何代理人、承包商或提供行政、電訊、電腦、付賬、債務追討或證券結算或其他與銀行業務運作有關服務的第三者服務供應商；
 - (ii) 任何對銀行有保密責任的人士，包括就有關資料對銀行有保密承諾而與銀行同屬一集團的公司或各商號或各聯營機構；
 - (iii) 付款銀行向發票人提供已兌現支票影本（該影本可能載有關於收款人的資料）；
 - (iv) 信貸資料服務機構，如資料當事人欠賬時則可將該等資料提供予債務追收代理；
 - (v) 任何根據銀行或其分行需遵守的法律要求，或因監管或其他管理機構所要求銀行或其任何分行遵守的指引，而向其作出披露的人士；
 - (vi) 任何銀行的實質或建議受讓人，或任何銀行對資料當事人權益的參與人或附屬參與人或承轉人；
 - (vii) 各商號的收單財務機構；及
 - (viii) 特選公司，目的在於通知資料當事人有關銀行認為適合資料當事人的服務資料。
6. 根據條例規定及按其認可及發出的個人信貸資料實務守則，任何人士均有權：
 - (i) 查核銀行是否持有其個人的資料及有權查閱有關的資料；
 - (ii) 要求銀行對其不準確的個人資料作出更正；
 - (iii) 查悉銀行對有關資料的政策及實務，並獲知銀行持有其個人資料的類別；
 - (iv) 查詢並獲銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露，及獲銀行提供進一步資料，藉以向有關信貸資料服務機構或債務追收代理提出查閱及改正資料要求；及
 - (v) 於悉數清償欠款而結束戶口時，指示銀行要求該信貸資料服務機構，從資料庫刪除銀行曾經提供的戶口資料，惟是項指示需於結束戶口後5年內發出，而該戶口在緊接結束之前5年內，並無拖欠超過60天的紀錄。假如該戶口有拖欠超過60天的紀錄，信貸資料服務機構可以保留有關紀錄，直至欠款悉數清償之日起計滿5年為止，或銀行接獲的解除破產令生效日期起計滿5年為止，以較早發生者為準。
7. 根據條例規定，銀行有權就處理任何資料查閱的要求收取合理費用。
8. 任何關於資料查閱或資料更正，或關於資料政策及實務或資料種類等要求，應向下列人士提出：

恒生銀行有限公司
資料保護主任
香港德輔道中83號
傳真：(852) 2868 4042
9. 銀行在批核信貸申請時，可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關報告，可要求銀行提供有關信貸資料服務機構的聯絡詳情。
10. 本通知不會限制資料當事人在條例下所享有的權利。

日期：2007年3月26日

*中文譯本僅供參考，文義如與英文本有歧異，概以英文本為準。



恒生銀行
HANG SENG BANK



理財創富 專注為你

Hang Seng Bank Limited (the "Bank")

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws or guidelines issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services or comply with any laws or guidelines issued by regulatory or other authorities.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to data subjects may be used are as follows:-
 - (i) the daily operation of the services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank's credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects' use;
 - (vii) marketing services or products of the Bank and/or selected companies;
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
 - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (xi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xii) exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
 - (xiii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xiv) purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4:
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank or a merchant or an affinity entity 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, debt collection agencies;
 - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects;
 - (vii) any card acquirer of a merchant; and
 - (viii) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to data subjects.
6. 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 of 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 practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (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 and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
7. 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.
8. 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 is as follows:-

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong
Fax: (852) 2868 4042
9. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event data subjects wish to access credit reports, the Bank will advise the contact details of the relevant credit reference agency.
10. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: 26 March, 2007



恒生銀行
HANG SENG BANK



Managing wealth for you, with you.

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