



## 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 banking/financial services and banking/credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit (including mortgage loans) 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 the following services or products (in respect of which the Bank may or may not be remunerated):
    - (a) financial, insurance, credit card, banking and related services and products;
    - (b) reward, loyalty or privileges programmes and related services and products; and
    - (c) services and products offered by the Bank’s co-branding partners and entities with whom the Bank provides affinity/co-branded/private label credit card services (“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); andthese services or products may be provided and/or marketed by:
    - (a) the Bank and/or any other member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (c) third party reward, loyalty or privileges programme providers; and/or
    - (d) co-branding partners of the Bank and/or any other member of the HSBC Group;
  - (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 (each a “merchant”) and co-branding partners;
  - (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 member of the HSBC 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, 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) (a) any member of the HSBC 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 Bank and/or any other member of the HSBC 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
- (e) third party 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 4 (vii).

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

In connection with (iv) above,

- A. of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the following data relating to the data subject (including any updated data of any of the following data) will be provided by the Bank to the credit reference agency:
  - (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
  - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address or registered office address;
  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
  - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers; and

- B. before the right referred to in (6)(v) below may be exercised, in the event of any default in payment where the amount in default is not fully repaid before the expiry of 60 days as measured by the Bank from the date such default occurred, the data subject is liable to have his account repayment data retained by the credit reference agency at least until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the data subject's discharge from bankruptcy as notified to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)).
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) upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no default of payment lasting in excess of 60 days under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
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: July 2011



## Hang Seng Credit Limited (the “Company”) 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 financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively “data subjects”) to supply the Company with data in connection with various matters such as the establishment or continuation of credit facilities or provision of 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 Company being unable to establish or continue credit facilities or provide 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 financial relationship, for example, when data subjects repay loans.
4. The purposes for which data relating to data subjects may be used are as follows:
  - (i) the daily operation of the financial services and credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit (including mortgage loans) 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 Company'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 financial services or related products for data subjects' use;
  - (vii) marketing the following services or products (in respect of which the Company may or may not be remunerated);
    - (a) financial, insurance, credit card, banking and related services and products;
    - (b) reward, loyalty or privileges programmes and related services and products; andthese services or products may be provided and/or marketed by:
    - (a) the Company and/or any other member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies;
    - (c) third party reward, loyalty or privileges programme providers;
  - (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 Company or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Company is expected to comply;
  - (xi) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (xii) purposes relating thereto.
5. Data held by the Company relating to data subjects will be kept confidential but the Company 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 other services to the Company in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Company including a member of the HSBC Group which has undertaken to keep such information confidential;
  - (iii) credit reference agencies, and, in the event of default, debt collection agencies;
  - (iv) any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Company is expected to comply;
  - (v) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of data subjects; and
  - (vi)
    - (a) any member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies;
    - (c) third party reward, loyalty and privileges programme providers;
    - (d) third party 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 Company engages for the purposes set out in paragraph 4 (vii).

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

In connection with (iii) above,

- A. of all the data which may be collected or held by the Company from time to time in connection with mortgages, the following data relating to the data subject (including any updated data of any of the following data) will be provided by the Company to the credit reference agency:
- (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
  - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address or registered office address;
  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
  - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers; and

- B. before the right referred to in (6)(v) below may be exercised, in the event of any default in payment where the amount in default is not fully repaid before the expiry of 60 days as measured by the Company from the date such default occurred, the data subject is liable to have his account repayment data retained by the credit reference agency at least until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the data subject's discharge from bankruptcy as notified to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)).
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 Company holds data about him and of access to such data;
  - (ii) to require the Company to correct any data relating to him 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;
  - (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) upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no default of payment lasting in excess of 60 days under the credit as determined by the Company, to instruct the Company to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
7. In accordance with the terms of the Ordinance, the Company 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 Credit Limited  
83 Des Voeux Road Central, Hong Kong  
Fax: (852)2868 4042
9. The Company 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 Company 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: July 2011



## Hang Seng Finance Limited (the “Company”) 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 financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or applicants)(collectively “data subjects”) to supply the Company with data in connection with various matters such as the establishment or continuation of deposit accounts, credit facilities or provision of 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 Company being unable to establish or continue deposit accounts, credit facilities or provide 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 financial relationship, for example, when data subjects deposit money or repay loans.
4. The purposes for which data relating to data subjects may be used are as follows:
  - (i) the daily operation of the financial services and credit facilities provided to data subjects;
  - (ii) conducting credit checks at the time of application for credit (including mortgage loans) 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 Company'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 financial services or related products for data subjects' use;
  - (vii) marketing the following services or products (in respect of which the Company may or may not be remunerated);
    - (a) financial, insurance, credit card, banking and related services and products;
    - (b) reward, loyalty or privileges programmes and related services and products; andthese services or products may be provided and/or marketed by:
    - (a) the Company and/or any other member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies;
    - (c) third party reward, loyalty or privileges programme providers;
  - (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 Company or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Company is expected to comply;
  - (xi) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (xii) purposes relating thereto.
5. Data held by the Company relating to data subjects will be kept confidential but the Company 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 other services to the Company in connection with the operation of its business;
  - (ii) any other person under a duty of confidentiality to the Company including a member of the HSBC Group which has undertaken to keep such information confidential;
  - (iii) credit reference agencies, and, in the event of default, debt collection agencies;
  - (iv) any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Company is expected to comply;
  - (v) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of data subjects; and
  - (vi)
    - (a) any member of the HSBC Group;
    - (b) third party financial institutions, insurers, credit card companies;
    - (c) third party reward, loyalty and privileges programme providers;
    - (d) third party 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 Company engages for the purposes set out in paragraph 4 (vii).

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

In connection with (iii) above,

- A. of all the data which may be collected or held by the Company from time to time in connection with mortgages, the following data relating to the data subject (including any updated data of any of the following data) will be provided by the Company to the credit reference agency:
- (i) full name;
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  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
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  - (ix) if any, mortgage account closed date in respect of each mortgage.

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- B. before the right referred to in (6)(v) below may be exercised, in the event of any default in payment where the amount in default is not fully repaid before the expiry of 60 days as measured by the Company from the date such default occurred, the data subject is liable to have his account repayment data retained by the credit reference agency at least until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the data subject's discharge from bankruptcy as notified to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)).
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 Company holds data about him and of access to such data;
  - (ii) to require the Company to correct any data relating to him 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;
  - (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) upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no default of payment lasting in excess of 60 days under the credit as determined by the Company, to instruct the Company to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
7. In accordance with the terms of the Ordinance, the Company 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:-  
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