

## 100% PERSONAL LOAN GUARANTEE SCHEME <sup>(1)</sup>

100% Personal Loan Guarantee Scheme is guaranteed by Government for the individuals who are suffering from loss of main recurrent incomes from employment due to the pandemic. Loan amount is up to HK\$100,000 or 9 times of the average monthly income during employment period.

- Loan interest at **1% Annualised Percentage Rate** <sup>(2)</sup>
- **Full rebate of the interest** <sup>(3)</sup>
- Maximum amount of the loan is **HK\$100,000** or **9 times of the average monthly income** during employment period (whichever is lower) <sup>(4)(5)</sup>
- Repayment period is **120 months** with a **18-month principal repayment holiday** from the drawdown date of the loan
- **Top-up loan** <sup>(5)</sup> available for previous/existing borrowers under the 100% Personal Loan Guarantee Scheme

### KEY FEATURES FOR 100% PERSONAL LOAN GUARANTEE SCHEME (“Scheme”):

1. The application period commences on 27 October 2021 and expires on 30 April 2023, both dates inclusive.
2. Please refer to the loan example below for the annualised percentage rate (1%) of monthly flat rate.
3. Customer may enjoy full rebate of the interest after pays off the loan in full by the end of the scheduled repayment period. The interest rebate will be credited to customer’s repayment account within 2 months after Hang Seng Bank Limited (“Hang Seng”) has received the relevant interest rebate from The Hong Kong Mortgage Corporation Limited.
4. Hang Seng reserves the right to adjust the final approved loan amount on a case-by-case basis. If your loan application cannot meet our approval requirements, Hang Seng may decline the loan request, or approve a loan to you on a case-by-case basis with adjustment of the loan amount in accordance with applicable terms.
5. Each borrower can draw down a maximum loan amount of HK\$100,000 minus the aggregate original loan amount of loan(s) approved for or drawn down by the Borrower under the Scheme, or 9 times the average monthly income during employment period, whichever is lower.

#### Remarks:

- The final approved loan amount will be directly disbursed into your designated Hang Seng Bank account if it is same as the requested loan/top-up loan amount. You will be notified through SMS on the same day. The repayment date of this loan will be defaulted as the date of 1 month after loan disbursement. For more details, please refer to the applicable terms and conditions and the drawdown letter.
- The salary scheme of our representatives (included basic salary and incentive) is based on their performance of various aspects and not only the sales target achieved.

## First loan

### Eligibility:

1. Holder of Hong Kong permanent identity card aged 18 or above; and
2. Unemployed, laid-off, business ceased or main recurrent income reduced more than 50% for at least 2 consecutive months at the time of application; and
3. Must not be undischarged bankrupts nor subject to any bankruptcy petition or proceedings at the time of loan application; and
4. Maintain valid Hang Seng Bank personal account

### First loan example

Loan Amount (HKD)	\$5,000 - \$100,000
Tenor	120 months (Incl. 18-month principal repayment holiday)
Monthly Flat Rate	0.0490%
APR	1%
Monthly Repayment Amount During Interest Only Period (HKD) - Based on Every HKD10,000 Loan Amount	\$4.90
Monthly Repayment Amount After Interest Only Period (HKD) - Based on Every HKD10,000 Loan Amount	\$103.00

## Top-up loan

### Eligibility:

1. Have applied for a loan under the 100% Personal Loan Guarantee Scheme and successfully drawn down the loan through Hang Seng Bank before; and
2. No overdue payment record for the previous/existing loan under the 100% Personal Loan Guarantee Scheme; and
3. Must not be undischarged bankrupts nor subject to any bankruptcy petition or proceedings at the time of loan application; and
4. Maintain valid Hang Seng Bank personal account

### Top-up loan example

Mr. A has been unemployed since July 2021 and has drawn down a loan of HK\$45,000 under the 100% Personal Loan Guarantee Scheme in October 2021. Since Mr. A is still unemployed, he wants to apply for a top-up loan.

1. If the bank assesses based on the supporting documents submitted by Mr. A in his last application, Mr. A can now top up his loan up to HK\$22,500 (Each borrower can draw down a maximum loan amount (i.e. sum of original amount of previous/existing loan and top-up loan amount) of HK\$100,000), calculated as follows:

**(Loan amount of previous/existing loan HK\$45,000 ÷ 6 × 9) - Loan amount of previous/existing loan HK\$45,000 = Maximum top-up loan amount HK\$22,500**

2. However, Mr. A can now submit new documents to prove his monthly income before unemployment is HK\$12,000, then the maximum loan amount (i.e. sum of original amount of previous/existing loan and top-up loan amount) is calculated as 9 times the average monthly income during employment period, or HK\$100,000 minus the aggregate original loan amount of loan(s) approved for or drawn down under the Scheme, whichever is lower, calculated as follows:

**Monthly income HK\$12,000 x 9 = HK\$108,000 (If it exceeds HK\$100,000, it will be calculated as HK\$100,000.)**

**Maximum loan amount HK\$100,000 - Loan amount of previous/existing loan HK\$45,000 = Maximum top-up loan amount HK\$55,000**

<b>Loan Amount of the Previous Loan under the 100% Personal Loan Guarantee Scheme (HKD)</b>	\$45,000
<b>Maximum Top-up Loan Amount</b>	Based on existing supporting documents: \$22,500 Based on new supporting documents: \$55,000
<b>Tenor for Top-up Loan*</b>	120 months (Incl. 18-month principal repayment holiday)
<b>Monthly Flat Rate</b>	0.0490%
<b>APR</b>	1%
<b>Monthly Repayment Amount During Interest Only Period (HKD) - Based on Every HKD10,000 Loan Amount</b>	\$4.90
<b>Monthly Repayment Amount After Interest Only Period (HKD) - Based on Every HKD10,000 Loan Amount</b>	\$103.00

\* The tenor and monthly repayment amount of previous/existing loan remain unchanged.

#### Remarks:

- All Annualised Percentage Rates ("APR") are calculated using the Net Present Value Method in accordance with the Code of Banking Practice. The APRs are reference rate which include the basic interest rate and other fees and charges of a product expressed as an annualised rate (if applicable).
- The monthly repayment amount is rounded up to 1 decimal point. The proportion of loan principal to interest in each monthly instalment amount is calculated according to the Rule of 78.

## Application channels:



**Scan QR code**

for Application Now [OR](#)



**Visit Hang Seng Bank Website** [OR](#)



Please print, fill in and sign the application form enclosed with copies of the required documents and return to any Hang Seng branches or by mail to P.O. Box 74147 Kowloon Central Post Office Hong Kong

### Required Documents (Only applicable to first time loan application and top-up loan application with new supporting document(s))

1. Copy of Hong Kong Permanent Identity Card.
2. The Borrower shall provide proof of the latest residential address in Hong Kong (valid within 3 months from the application) in the Borrower's name, e.g. utility, internet service or phone bill, Government rent or rates demand note, tenancy agreement or rental receipt, any correspondence issued by any Government department (e.g. the Inland Revenue Department), any MPF Scheme or ORSO Scheme service provider, or any public bodies to the Borrower.

The Borrower may provide other documents showing his/her residential address in Hong Kong, such as tax returns issued by the Borrower's former employer, bank statements or statements issued by an insurance company.

If the Borrower can only provide proof of the latest residential address in the name of other person (e.g. family member) living with the Borrower, the Borrower shall provide a declaration in "Supplemental Information and/or Declaration provided by the Borrower" of the loan application form explaining the situation and provide a copy of bank statement issued to the Borrower in such residential address. Address proof is required in all cases.

3. Proofs of previous employment or business and main recurrent income

The following documentary proofs of previous employment or business in Hong Kong and main recurrent income for at least three (3) months during the specified period between January 2020<sup>(###)</sup> and February 2022:

<sup>(###)</sup> In view of the fact that Borrower who became unemployed, laid-off or whose business ceased (for self-employed business owner) in the first quarter of 2020 may not be able to provide proof of employment or business and main current income for at least three months during the specified period, the Lender may exercise discretion in dealing with such cases by considering the Borrower's proof of employment or business and main current income for at least the three (3) months between July 2019 and February 2022.

- (i) Bank statements or passbook showing the autopay salary record (e.g. credit transaction with description of "salary", "payroll", employer's name) for at least 3 months;
  - (ii) Wage slips, wage receipts, or other documents (such as tax return or any official documents, e.g. termination letter, statement of final/severance payment showing the last salary and period of employment to the Borrower, annual statements for 2020 or 2021, or monthly contribution history of the MPF scheme or ORSO scheme) that can be relied on to confirm or deduce the daily or monthly wage in the 3 months (collectively, "wage confirmations"), issued by the current and/or former employer and supported by bank statement(s) or passbook showing record of bank transfer or deposits of cheque(s) or cash. For wage paid by cheques and the relevant wage confirmations are not available, a copy of the cleared cheques supported by proof of employment relationship between the Borrower and the cheque issuer(s);
  - (iii) Bank statements or passbook (including statements or passbook(s) of major bank account(s) of the Borrower's sole proprietorship, partnership, or privately owned limited liability company, if appropriate, or free-lancers) showing records of business transactions, and supported by proofs of business activities for any 3 months which generated the main recurrent incomes. Examples of proofs of business activities include sales or service contract(s), invoice(s), or other records or correspondence(s) confirming remunerated jobs or projects of the Borrower;
  - (iv) Tax demand note (including tax demand note of the Borrower's sole proprietorship, partnership, privately owned limited liability company, if applicable) for financial year 2019/2020 or 2020/2021 or 2021/2022 with assessment details.
4. Proofs of unemployment, laid-off or business cessation status
- Unemployed, laid-off or cessation of business (for self-employed Borrower) for at least two (2) consecutive months at the time of loan application and can produce proof of loss of more than 50% main recurrent income from employment (not applicable to business owner) or loss of main recurrent incomes from business in Hong Kong.
- (i) Bank statements or passbook of the Borrower's main personal bank account(s) (and main business operating bank account(s) for self-employed business owner) for any 2 consecutive months issued within 3 months prior to the submission of loan application showing loss of more than 50% main recurrent income from employment in Hong Kong (not applicable to business owners) or loss of main recurrent income from business in Hong Kong. **Please note:** Unless justified otherwise with proofs, the bank account shall be the same as that used to show the 3 months' income proof mentioned in the loan application form.
  - (ii) Applicable to self-employed business owners
    - Proof of filing of Notice of Cessation of Business to the Business Registration Office or completion of sale of sole proprietorship or partnership, or Form 1(a) or Form 1(c) of the Business Registration Office showing the Borrower ceased the business or ceased to be a sole proprietor or partner, as the case may be. Alternatively, the Borrower may provide (i) the latest statements or passbook of major bank account(s) (for 2 consecutive months issued within 3 months prior to the submission of this loan application) of the sole proprietorship, partnership, or privately owned limited company, as the case may be, showing no active account transactions arising from new business activities; (ii) the relevant Business Registration Certificate of the self-employed business; and (iii) provide a declaration in the loan application form to provide an explanation for those non-business related transactions, if any, and provide supporting documents, where applicable.

For enquiries, please call Service Hotline 2997 3882.

# Loan Application Form of 100% Personal Loan Guarantee Scheme



To: Hang Seng Bank Limited ("Hang Seng" or "the Lender")

Please complete this form in English BLOCK letters & "✓" where appropriate. Unless otherwise specified, all fields must be completed. Please complete and return this application form with copies of the above documents by mail to P.O. Box 74147 Kowloon Central Post Office Hong Kong or by hand to any Hang Seng branches. **If you submitted the documents in different period of time by several batches, the processing time will be lengthened.**

The Borrower hereby provides the following information in support of his/her application for a loan under the 100% Personal Loan Guarantee Scheme (the "Scheme") (the "Loan").

## Declaration by the Borrower on his/her Eligibility

The Borrower is not eligible under the Scheme if "Disagree" is selected in any item below.

- I have not retained or appointed any fee-charging third party (no matter such fee is charged upfront fee or on "no success no fee" basis) for or in relation to the procuring, negotiation, obtaining or application of the loan under the Scheme for or on my behalf. The information, declaration or supporting documents given to support my application are to the best of my knowledge and belief true, accurate and complete. I acknowledge that the Lender will report any suspected illicit behaviour (e.g. producing false declaration or using false instrument) to law enforcement agencies.  Agree  Disagree
- I was previously employed or self-employed and had main recurrent incomes from employment or business<sup>(Note 1)</sup> in Hong Kong for at least 3 months between January 2020 and February 2022.  Agree  Disagree  
(For Borrower who became unemployed, laid-off or whose business ceased in the first quarter of 2020: I had main recurrent incomes from employment or business in Hong Kong for at least 3 months between July 2019 and February 2022.)
- I have been unemployed, laid-off or my business has been ceased<sup>(Note 1)</sup> for at least 2 consecutive months at the time of application of the Loan.  Agree  Disagree
- I am currently unemployed, laid-off or my business has been ceased<sup>(Note 1)</sup>, and if applicable, have taken up casual or part-time jobs during the unemployed/laid-off/business cessation period which do not provide for my main recurrent incomes.  Agree  Disagree
- I have a reduction of more than 50% of (not applicable to self-employed business owner<sup>(Note 1)</sup>) my main recurrent incomes from employment or lost my main recurrent incomes from my business in Hong Kong, both for at least 2 consecutive months at the time of the application of the Loan.  Agree  Disagree
- I am (a) not carrying on business<sup>(Note 1)</sup>; and (b) not a borrower or guarantor of any existing loan or credit facility under the HKMCI's SME Financing Guarantee Scheme.  Agree  Disagree
- I confirm that I have not applied for a loan under the Scheme through other participating bank(s) (if applicable) or I have applied for a loan under the Scheme through another bank and hereby authorize the Lender to pass on my authorization to The Hong Kong Mortgage Corporation Limited (HKMC) or HKMC Insurance Limited (HKMCI) to stop processing matters in relation to all my previous loan application(s) submitted under the Scheme (if applicable).  Agree

## Loan Details

**First time loan application**

**Requested loan amount**<sup>(Note 2):</sup>

HK\$ \_\_\_\_\_

**Total repayment period:** 120 months (Incl. 18-month principal repayment holiday)

I agree the monthly repayment amount will be debited from the below account (the "Account") on the due date every month.

Hang Seng Personal Account No.: \_\_\_\_\_  
(Joint account is not accepted)

**Top-up loan application**

**Requested top-up loan amount**<sup>(Note 2):</sup>

HK\$ \_\_\_\_\_

**Total repayment period:** 120 months (Incl. 18-month principal repayment holiday)

I agree the monthly repayment amount will be debited from the below account (the "Account") on the due date every month.

Hang Seng Personal Account No.: \_\_\_\_\_  
(Joint account is not accepted)

**Total loan amount of your previous / existing loan under the Scheme**

HK\$ \_\_\_\_\_

**Loan account number of your previous/existing loan under the Scheme**

\_\_\_\_\_

## Personal Information of the Borrower

English Name as printed on HKID Card  MR  Miss  Mrs  Ms

Name in Chinese

Surname

Given Name

HKID Card No.<sup>(Note 3):</sup>

( )

Date of Birth (dd/mm/yyyy):

Nationality (Country/Territory):

Other Nationality (Country/Territory):

Place of Birth:

Education Level<sup>(Note 4):</sup>

University or Above

Post-Secondary

Secondary Completed

Others

Mobile Phone No.:

Residential Tel. No (Optional):

Residential Status:  Owned Property (Without Mortgaged)  Mortgaged  Rented

Live with Parents  Quarters  Others, Please Specify \_\_\_\_\_

Year(s) of Residence at Present Address

Y

M

**(Please visit the next page to complete this application form)**

## Personal Information of the Borrower (con't)

Residential Address <sup>(Note 5)</sup>

Remark: If you apply for top-up loan with existing supporting documents and your latest residential address is not the same with our bank's record, please submit the address proof via Hang Seng Personal Banking Website, Mobile App, branches or by fax to 3409 1583 right after your loan application.

Flat/Room      Floor      Block      Building/Estate   
           

Street No. and Name  District      HK     KLN     NT

Correspondence Address (If different from the residential address)

Flat/Room      Floor      Block      Building/Estate   
           

Street No. and Name  District      HK     KLN     NT

Email Address

## Last/Current Employment of the Borrower (Only applicable to first time loan application and top-up loan application with new supporting document(s))

Last employment:

- Regular-salaried (full-time)       Regular-salaried (part-time)  
 Self-employed business owner <sup>(Note 6)</sup>     Part-time       Free-lancer       Gig or casual worker       None of the above

Business nature of the last employment/business (choosing ONE of the following items only):

- Manufacturing**
- Garment and accessories     Chemical and biotechnology     Electronics     Food and beverage     Footwear     Furniture  
 Industrial machinery     Jewellery     Medical and optical devices     Metal products     Plastics     Printing and publishing  
 Stationery and paper products     Textiles and clothing     Toy     Watches and clocks     None of the above
- Non-manufacturing**
- Banking, insurance and other financial services     Car trading     Catering services     Cinema     Construction     Engineering  
 Film entertainment     Hotel/hospitality services     Information technology     Interior design/decoration     Karaoke establishment  
 Personal care services     Professional services     Real estate     Restaurant     Telecommunication     Tourism/Travel agent  
 Transportation and logistics     Trading (including import and export trade), please specify product type(s): \_\_\_\_\_  
 Wholesale, please specify product type(s): \_\_\_\_\_  
 Retail, please specify type(s) of products or services: \_\_\_\_\_  
 None of the above

Unemployed, laid-off or business cessation since (mm/yyyy) :

Reduction of more than 50% of (not applicable to self-employed business owner) or loss of main recurrent income since (mm/yyyy) :

Main recurrent income before unemployment, laid-off or business cessation - any 3 months between January 2020 and February 2022:

Income months (mm/yyyy)      [                    ]      [                    ]      [                    ]  
 Related income (HK\$)      [                    ]      [                    ]      [                    ]

Name of employer of the latest income month (not applicable to self-employed business owner): \_\_\_\_\_

Telephone no. of employer (if applicable): \_\_\_\_\_

Current income, if any - any 2 months within 3 months prior to loan application:

Income months (mm/yyyy)      [                    ]      [                    ]  
 Related income (HK\$)      [                    ]      [                    ]

Name of the current employer (not applicable to self-employed business owner): \_\_\_\_\_

Telephone no. of the current employer (if applicable): \_\_\_\_\_

**(Please visit the next page to complete this application form)**



## Loan Application Form of 100% Personal Loan Guarantee Scheme

### Relationship Declaration

Are you a relative\* of any of the directors/employees\*/controllers\*/minority shareholder controllers\* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

No, and I agree to notify Hang Seng promptly in writing if this information is no longer true and correct.

Yes (please state his/her full name):

Full name in English \_\_\_\_\_ Relationship \_\_\_\_\_

Are you a director/employee\*/controller\*/minority shareholder controller\* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

No, and I agree to notify Hang Seng promptly in writing if this information is no longer true and correct.

Yes (please state your staff number): Staff number \_\_\_\_\_

I confirm that I have obtained consent from the individuals listed above for the provision of their information to Hang Seng, its branches, subsidiaries and affiliates for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

I hereby authorise (and authorise on behalf of the above persons) Hang Seng to exchange with Hang Seng's branches, subsidiaries and affiliates information relating to me/the above persons and the facilities granted to me/the above persons for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

**\*Remark:** You may request from Hang Seng the definitions of these terms and a list of the above mentioned entities.

### Declaration

• I undertake to advise Hang Seng if I am currently (or was during the last 12 months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries (Note); or I am a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause. Hang Seng requires the information to comply with the Listing Rules. ((Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap.622 of the Laws of Hong Kong) as amended and supplemented from time to time.) • I confirm that, as of the date of application, I or the government department of HKSAR in which I am working have/has no official dealings with Hang Seng and I undertake to inform Hang Seng promptly in writing if I or the government department in which I am working will later become involved in any official dealings with Hang Seng. • I also confirm that (i) I did not own any credit card that was cancelled due to default payment; (ii) I currently do not have any overdue payment in respect of any of my indebtedness; and (iii) there is no bankruptcy order made against me and I am not in the process of petitioning for bankruptcy nor have any intention to do so. • I confirm that all information is true and correct and authorise Hang Seng to communicate and to exchange such information with whatever source Hang Seng may consider appropriate for the purpose of verifying the same. • I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of Hang Seng or collected in the course of dealings between me and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers from time to time. I also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institution: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts. • I further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me, and provide banker's or credit references in respect of me. • I agree that, as a reminder for making repayment (if necessary), Hang Seng may transmit to me the relevant message via my mobile phone number maintained in Hang Seng's record.

**• I confirm that this loan application was not referred by a third party • I agree to pay interest or fees at the prevailing rate as Hang Seng may determine and notify me. I also agree and accept that the Loan may be granted in a sum less than the amount I now apply for, and that this application may be declined by Hang Seng at its sole discretion without disclosing any reason. I also accept Hang Seng reserves the rights of (i) final approval of the Loan and (ii) adjusting the loan amount, interest rates, fees, offer details and terms and conditions at any time. In case of any disputes, Hang Seng's decision shall be final. • I hereby apply for a loan (the "Loan") under the 100% Personal Loan Guarantee Scheme (the "Scheme") particularized above and irrevocably request and authorize Hang Seng to have the approved loan proceeds credited to the said Account. For detailed terms and conditions applicable to the Loan, I understand that I should refer to "Terms and Conditions for Loan under 100% Personal Loan Guarantee Scheme ("the Terms and Conditions"), a copy of which has been provided to me. I fully understand the legal effect of and also agree to be bound by the Terms and Conditions and other terms and conditions applicable to the Loan and in force from time to time. • I authorize Hang Seng to debit the monthly repayment amount from the Account on the due date every month. I hereby irrevocably request and authorise Hang Seng to transfer all the amount due and payable to Hang Seng in respect of the Loan from the Account at the discretion of Hang Seng from time to time for repayment of the Loan and payment of any liabilities due to Hang Seng in connection with the Loan.**

By signing this application, I agree that Hang Seng may use and disclose all personal data about me that Hang Seng currently or subsequently hold for the purposes as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which accompanies this application form ("Notice").\*

**\* Note: For customers who have a relationship with Hang Seng before 16 June 2014:**

**The Notice include new purposes relating to Hang Seng's provision of services to you and enable Hang Seng to use your personal data in order that Hang Seng comply with the following current or future obligations, commitments or arrangements of Hang Seng or the HSBC Group: (i) obligations according to laws, regulations, judgments or court orders (both within and outside Hong Kong) including those that relate to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or sanctions (collectively referred to herein as "Unlawful Activities"); (ii) obligations according to guidelines, guidance or codes issued by local or foreign bodies or authorities (whether governmental, tax, law enforcement, regulatory, judicial, industry or others), or international guidance or internal policies and procedures, including those that relate to Unlawful Activities; (iii) requests from local or foreign bodies or authorities; (iv) commitments undertaken by Hang Seng or the HSBC Group with local or foreign bodies or authorities; (v) obligations according to agreement or treaty between local or foreign bodies or authorities; and (vi) obligations according to the HSBC Group's internal policies and procedures for use and sharing of data and information. The above may result in transfer of your personal data outside of Hong Kong. Please read the Notice which shows in full the purposes for which your personal data may be used and the classes of persons to whom your personal data may be transferred.**

In case of queries, please contact Customer Service Hotline at 2998 9878.

(Please visit the next page to complete this application form)

## Declaration of the Borrower

In this Declaration, unless otherwise specified, all references to a document shall include any subsequent amendment or supplement thereto from time to time. In consideration of the agreement of the HKMC and the HKMCI to consider the Lender's offer (in relation to this loan) under the Scheme, the Borrower confirms and undertakes to the HKMC, the HKMCI, the Lender, TransUnion Limited and/or any other credit reference agencies (each a CRA ) (as appropriate) that:

1. the information given at any time in or for the purpose of this application is to the best of the Borrower's knowledge and belief true, accurate, up-to-date and complete as at the date of its submission. The Borrower hereby authorises the Lender, the HKMC and the HKMCI to verify or confirm such information, directly or indirectly or through TransUnion Limited and/or any other CRA or from any source or in any manner as they may choose or deem appropriate, and to obtain on behalf of the Borrower within 90 days from the day of signing of this application by the Borrower, a copy of the Borrower's credit report from any CRA for the purposes of the commitment to purchase to be granted by the HKMC via the HKMCI relating to the Loan and other related purposes, and any other purposes in connection with the business of the HKMC or the HKMCI or any of its related bodies; in this connection, the Borrower consents to and authorises any CRA to provide a copy of the Borrower's credit report directly to the HKMC or the HKMCI without having first sent the Borrower a copy of the credit report for review;
2. the Borrower hereby agrees and acknowledges to all CRAs that the provision of any credit report by any CRA to the HKMC or the HKMCI or the use of any such credit report by the HKMC or the HKMCI shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA, the HKMCI or the Lender by the Borrower or any third party;
3. the Borrower hereby agrees that a copy or an electronic record of this application bearing its signature(s) (including electronic signature) shall for the purpose of this application (including this Declaration), have the same effect as if it were the original thereof;
4. the Borrower hereby authorises (a) the Lender, the HKMC, the HKMCI and their related bodies to access, inspect and make copies of all books, records, accounts and any other information relating to the Borrower or the Borrower's business (for Borrower that is self-employed or a freelancer), whether in paper, electronic or any other form or medium and whether in the possession, custody or control of the Lender, the Borrower or otherwise, and (b) the HKMC or the HKMCI to disclose any information relating to the Borrower under the Scheme and/or under the SME Financing Guarantee Scheme (SFGS) to the Lender, for any purpose relating to this application, monitoring the performance of the Loan, conducting quality assurance sampling review (including but not limited to a reference check on the Borrower's current or former employment), due diligence review, processing a request for payment under the Scheme and other related purposes;
5. the Scheme is for the sole and exclusive benefit of the Lender, and that the Borrower shall not be deemed to be a party to it, or a beneficiary of it, and that no payments made under the Scheme to the Lender shall affect or lessen the Lender's rights of remedy against the Borrower in the event of default under the Loan;
6. the Borrower is a Hong Kong permanent resident aged 18 years old or above;
7. as at the date of this application, the Borrower is not an undischarged bankrupt and no bankruptcy petition or proceedings has been made against the Borrower;
8. the Borrower hereby undertakes to inform the HKMC, the HKMCI and the Lender as soon as practicable if any information provided by the Borrower in connection with this application is no longer valid, complete or accurate. The Borrower undertakes to repay in full all the outstanding amounts with respect to the Loan with interest within such time specified upon notification by the HKMC, the HKMCI or the Lender, if any information provided by the Borrower in connection with this application is false, inaccurate or no longer valid. The Borrower acknowledges that the HKMC, the HKMCI and the Lender reserve the right to take any actions, including legal actions, that are considered appropriate by the HKMC, the HKMCI and the Lender against the Borrower for furnishing false information;
9. without prejudice to any rights and remedies that the Lender, the HKMC or the HKMCI may have, the Borrower acknowledges that the HKMC or the HKMCI may forthwith request the Lender to suspend the Loan, and the Lender shall act accordingly, in the event that the HKMC or the HKMCI is in the opinion that the Borrower is:
  - (a) in breach of any of the undertakings given in this application; or
  - (b) no longer in compliance with, or has not complied with any declaration in this application;
10. the Borrower hereby declares, confirms and consents, in relation to this application, for the provision of his or her personal data in this application and at the HKMC's or the HKMCI's request and/or in the course of dealing with the HKMC or the HKMCI, and the Borrower will indemnify and hold the Lender, the HKMC and the HKMCI harmless from all losses, costs, penalties, damages and any expenses suffered and/or incurred as the result of such declaration and confirmation being untrue and in relation to any breach of the terms of this application;
11. the Borrower hereby acknowledges receipt of, confirms that he/she has read and understood and consents to the "Personal Information Collection Statement of the HKMC Group" (which accompanies this application or which has been provided by the Lender to the Borrower);
12. the Borrower hereby agrees and acknowledges that (a) this application if approved, the Lender will immediately after the Loan is drawn, sell, transfer and assign the Loan in favour of the HKMC; and (b) after the transfer, the HKMC shall be responsible for the rebate of the interest in accordance with the Loan documents; and
13. By making any intentional or negligent misrepresentation or false declaration and/or by providing false information or omitting to provide relevant information in connection with this application, the Borrower may incur civil and/or criminal liability. In addition, the application for the Loan may be rejected or, if approved or granted, the Lender reserves the right to suspend any and all disbursement of funds to the Borrower in respect of the Loan;
14. Proceeds of the Loan will not be used to settle a loan (or part thereof) granted under the Scheme; and
15. In support and for the purpose of applying for an eligible Loan under the Scheme, the Borrower agrees to cooperate with the Lender and/or the HKMCI to provide supporting documents and information, and for the Lender and/or the HKMCI to verify documents and information from any source or in any manner as the Lender and/or the HKMCI may choose or deem appropriate.

## Probity Clause for acknowledgement by the Borrower

Any attempt to offer advantage (as defined in the Prevention of Bribery Ordinance (POBO)(Chapter 201 of the Laws of Hong Kong) to any staff of the Lender with a view to influencing the outcome of this loan application or any matters in relation to the loan under the Scheme (or offer advantage to any members or employees of the HKMCI or the HKMC in the course of this loan application) constitutes an offence under POBO and renders the application invalid. The case will be reported to the Independent Commission Against Corruption (ICAC). Any approved loans will be cancelled and the Borrower will be liable to all losses and expenses incurred by the Lender, HKMCI and HKMC as a result of the offence. You should report to ICAC (Telephone No.:2526 6366) if any person solicits an advantage from you in relation to this loan application.

By signing below (whether electronically or manually), I, being the Borrower, agree, declare and acknowledge that this application shall be subject to the terms and conditions contained in this application, the Terms and Conditions for Loan under 100% Personal Loan Guarantee Scheme and such other applicable terms and conditions governing or in connection with the Loan (collectively, the "Loan Terms").

I also agree and confirm that my submission of this application to Hang Seng by signing below (whether electronically or manually) shall constitute: (1) my agreement to be bound by all the terms in connection with this application (including the Loan Terms); and (2) my electronic signature of this application (including the Loan Terms) having the same force and effect as my manual/wet signature.

In the case where this application is completed and/or submitted by phone, I shall be bound by any verbal agreement or acceptance I provide to Hang Seng via phone, and I agree that such agreement or acceptance in respect of this application shall constitute my valid electronic signature on this application (including the Loan Terms) having the same force and effect as my manual/wet signature.

**I acknowledge and confirm that the final approved loan amount will be directly disbursed into the Account if it is same as the requested loan/top-up loan amount, and that I will be noticed through SMS on the same day. I understand that the repayment date of this Loan will be defaulted as the date of 1 month after Loan disbursement. Loan details can be found on the drawdown letter.**

Agreed, declared and signed by:

**X**  
 \_\_\_\_\_  
 Signature of Borrower (Please use the specimen signature of the Account filed with Hang Seng)  
 (Name of Borrower: \_\_\_\_\_ )

\_\_\_\_\_ Date

## For Bank Use Only

Transaction Branch Code

Transaction Staff ID

If you do not fulfil the repayment obligations, it may adversely affect your credit records maintained at the credit reference agencies. The lending bank will also follow up in accordance with its usual processes.

**PLGS WHXXX**



## Personal Information Collection Statement of the HKMC Group

1. Nothing in this Statement shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
2. The supply of personal data is voluntary except for the personal data specified in the relevant data collection form as obligatory. Failure to supply such obligatory data will prevent us from fulfilling the purposes described below.

### PURPOSES

3. The purposes for which personal data of a data subject may be used will vary depending on the circumstances and context of its collection, but the purposes perceived by us will include the following:
  - (a) administering, maintaining and operating our products/services/events relating to our financing, loans and loans acquisition, retirement planning, insurance and credit support businesses (**Services**);
  - (b) processing and evaluating any applications, requests, enquiries or complaints involving the data subject relating to our Services;
  - (c) providing subsequent or ongoing services in relation to our Services involving the data subject, including but not limited to providing information, administering the policies or guarantees issued or the loans or credit supports granted;
  - (d) any purposes in connection with any claim or requests made by or against or otherwise involving the data subject in respect of our Services, including the related verification and investigation work;
  - (e) detecting, investigating and preventing fraud, crime, wrongdoing or irregularity;
  - (f) facilitating design of products/services/events of any members of the HKMC Group;
  - (g) conducting research and maintaining databases for marketing, statistical, actuarial, product development or other purposes;
  - (h) matching any personal data held which relates to the data subject from time to time for any of the purposes listed herein and verifying data or information provided by any third party;
  - (i) creating and maintaining data subject profile and segregation and business model and performing riskmanagement;
  - (j) evaluating any future application by or involving the data subject in relation to our Services;
  - (k) registering data subjects and administering the provision of Services through telecommunications or online channels, or mobile applications;
  - (l) conducting underwriting, identity and credit checks and debt collection;
  - (m) offering, providing and marketing to the data subject the Services of the Company, other members of the HKMC Group or our business partners (see "Use and Provision of Personal Data in Direct Marketing" section below)
  - (n) carrying out business co-operation with the data subject (including referral or other modes of co- operation);
  - (o) sending to the data subject newsletters and printed materials about educational, recreational or other events of any member of the HKMC Group;
  - (p) providing benefit to the data subject for relationship management purposes;
  - (q) making disclosures as required by any applicable law, rules, regulations, codes of practice or guidelines or for assisting law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
  - (r) complying with the laws, regulatory requirements and any other rules, guidelines or orders of any applicable jurisdiction which we are expected to or would normally comply with;
  - (s) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing personal data and information within the HKMC Group and/or any other use of personal data and information for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful or prohibited activities or conduct;
  - (t) enabling an actual or potential assignee of us, or participant or sub-participant of our rights in respect of a data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (u) purposes directly relating to any of the above.

### TRANSFEREES

4. Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to the following parties (within or outside Hong Kong) for the purposes outlined in paragraph 3 above:
  - (a) any member of the HKMC Group;
  - (b) any broker, referrer or introducer of the data subject in Hong Kong or elsewhere;
  - (c) any co-applicant or co-borrower, and any person proposing to provide or providing any financial or credit support in relation to a data subject's obligations in connection with our Services.
  - (d) any business partner which has participated in programmes operated by any member of the HKMC Group in relation to our Services;
  - (e) any person in connection with any claims made by or against or otherwise involving the data subject in respect of any Services provided by the Company or any member of the HKMC Group;
  - (f) any agent, contractor or third party, which provides administrative, audit, data-processing, document management, technology, telecommunication, storage, payment or other services (including direct marketing services) to any member of the HKMC Group in Hong Kong or elsewhere under a duty of confidentiality to the same;

- (g) where applicable, any insurer or reinsurer (including any re-reinsurers of such reinsurer) of, or any entity providing financial support in relation to our Services;
- (h) any valuer, medical service provider or a provider of products or services which is, or will be paid by funds drawn from the Services;
- (i) credit reference agencies or, in the event of default, debt collection agencies;
- (j) any agent, auditor, accountant, tax adviser, lawyer, consultant or other professional adviser;
- (k) any court, tribunal or administrative, governmental or regulatory body or enforcement agency in Hong Kong or elsewhere (including local or foreign tax authorities); and
- (l) any actual or potential assignee, transferee, participant or sub-participant of our rights or business.

#### USE AND PROVISION OF PERSONAL DATA IN DIRECT MARKETING

5. We intend to:
- (a) use the names, contact details, Services portfolio information, transaction pattern and behaviour, financial, employment or other background and demographic data of a data subject held by us from time to time for direct marketing and we cannot use such data unless we have received the data subject's consent or indication of no objection; and
  - (b) conduct direct marketing in relation to the following classes of products/services/events:
    - (i) insurance, financial services, retirement planning and related products/services/events; and
    - (ii) reward, loyalty, co-branding or privilege programmes, and related products/services/events.
6. The above products/services/events may be provided or solicited by us and/or:
- (a) any member of the HKMC Group;
  - (b) third-party financial institutions and insurers; and
  - (c) third-party reward, loyalty, co-branding or privilege programme providers or operators.
7. In addition to marketing the above products/services/events, we may provide a data subject's information described in paragraph 5(a) to all or any of the persons described in paragraph 6 above for use by them in marketing those products/services/events, and we require the data subject's written consent (which includes an indication of no objection) for that purpose.

*If a data subject does not wish us to use or provide to other persons his/her personal data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying us.*

#### RIGHTS OF ACCESS AND CORRECTION

8. A data subject may request access to or correction of his/her personal data by making a request in writing to our Data Protection Officer at 19/F, Two Harbour Square, No. 180 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.
9. We may charge a fee which is not excessive for processing any data access request.

In this Statement, unless the context does not permit or otherwise requires,

**Company, we, our** and **us** mean the company named in the document collecting the relevant data (which is a member of the HKMC Group) and its successors and assigns;

**data subject**, in relation to personal data, means the individual who is the subject of the personal data; and

**HKMC Group** means The Hong Kong Mortgage Corporation Limited, its subsidiaries and subsidiary undertakings.

#### Notes

- (a) This Statement may from time to time be revised or updated by us.
- (b) By using or continuing to use or participate any of our products/services/events, providing information about the data subject himself/herself, or providing services to or entering into commercial or other contractual arrangements with us, a data subject is deemed to have accepted and agreed to the arrangements set out in and to be bound by the provisions herein

*Issued by the Company*

## Terms and Conditions for Loan Under 100% Personal Loan Guarantee Scheme

### (I) Loan under 100% Personal Loan Guarantee Scheme

If Hang Seng Bank Limited (including its successors and assigns)(the "**Lender**") approves the Borrower's application (the "**Application**") for a Loan (the "**Loan**") under 100% Personal Loan Guarantee Scheme (the "**Scheme**"), the Lender will credit the Borrower's account specified in the Application (the "**Account**") maintained with the Lender with the proceeds of the Loan, less any fees and charges (if applicable). The Lender will then notify the Borrower by letter (the "**Drawdown Letter**"). The Loan will be granted subject to the terms and conditions set out in the Application and the following terms and conditions.

#### 1. Applicable Terms and Conditions

The Borrower is required to observe and will be bound by:

- (a) the terms and conditions contained in the Application;
- (b) the Terms and Conditions for Loan under 100% Personal Loan Guarantee Scheme (these "**Terms and Conditions**"); and
- (c) other terms and conditions governing the Borrower's Account with the Lender.

The provisions in these Terms and Conditions and in the Application prevail over the provisions in other terms and conditions governing the Borrower and the Account to the extent of any inconsistency between them.

#### 2. Conditions Precedent

The Lender is under no obligation to grant a Loan. The Borrower may not utilise the Loan until the following conditions have been duly fulfilled in form and substance to the Lender's satisfaction:

- (a) the Application is duly signed and accepted by the Borrower and returned to the Lender;
- (b) the supporting documents and evidence as required in the Application and the Scheme have been provided by the Borrower to the Lender; and
- (c) the Borrower's compliance with all the applicable terms and conditions in connection with the Application and all the requirements under the Scheme (including the eligibility criteria under the Scheme).

#### 3. Repayment

The Borrower shall repay the principal amount of the Loan, together with the applicable interest amount by equal monthly instalments over the Loan repayment period, provided that the last instalment shall be the balance outstanding under the Loan. The Lender is irrevocably authorised by the Borrower to debit the Account of the Borrower specified in the Application with the amount of each monthly instalment on the date it is due. The Lender may at its discretion apply the monthly instalment to settle the payments due from the Borrower under these Terms and Conditions before applying it or the balance thereof to pay the principal and interest of the Loan (including all default interest which may be payable under these Terms and Conditions), it being understood that the instalment or the balance thereof will be applied to settle the interest first.

#### 4. Late charge

In respect of any monthly instalment due but not paid, the Borrower shall pay to the Lender a late charge in the sum of HK\$100.

#### 5. Interest and Interest Rate

- (a) (Not applicable to Loan for Landlords) The effective fixed rate of interest applicable to the Loan shall be 1% per annum charged on the Loan. The Borrower may receive rebate of the interest payment after the Loan and interest are fully repaid by the end of the Loan repayment period subject to the Lender having received the relevant interest rebate amount from the Hong Kong Mortgage Corporation Limited ("**HKMC**") (or HKMC Insurance Limited ("**HKMCI**") on behalf of the HKMC) in respect of the Loan. The Borrower agrees that the interest rebate is the responsibility of the HKMC. The Borrower understands and acknowledges that the interest rebate if paid to the Borrower is paid on the condition that the Borrower shall refund to the HKMC or HKMCI through the Lender (as servicer for the HKMC) any interest rebate which should not have been paid to the Borrower, or any overpayment of interest rebate.
- (b) (Applicable to Loan for Landlords) The Loan will be charged with a nominal fixed interest rate. The Borrower will receive an interest rebate upfront which rebate is equal to the aggregate amount of interest payable by the Borrower for the whole term of the Loan.

#### 6. Prepayment

Prepayment is permitted subject to full settlement of the outstanding principal balance and interest ahead of the final repayment date.

#### 7. Overriding Right of Repayment on Demand

- (a) The outstanding principal, interest and other charges (if applicable) under the Loan shall be subject to the Lender's overriding right of repayment on demand.
- (b) Without prejudice to the aforesaid right, all outstanding balances including principal and interest and other obligations and liabilities to the Lender shall immediately become due and payable without notice or demand by the Lender under the following circumstances:-
  - (i) The Borrower is in breach of any of these Terms and Conditions and other terms applicable to the Loan;
  - (ii) Any information or representation made or furnished by the Borrower for or in relation to the application for the Loan is false or inaccurate or misleading in any respect; or
  - (iii) The Borrower fails to observe or settle any obligations and liabilities owed to the Lender.

#### 8. Principal repayment holiday

- (a) This Clause 8 is applicable to principal repayment holiday for the Loan in accordance with the terms of the Scheme. To the extent of any conflict between Clause 3 of these Terms and Conditions and this Clause 8, the latter shall prevail.
- (b) Interest accrued on the Loan calculated at the agreed interest rate shall continue to be paid by monthly instalments during principal repayment holiday.
- (c) The Loan repayment period remains unchanged. After the end of the principal repayment holiday, the principal amount of the Loan, together with the applicable interest amount, will be repaid by equal monthly instalments over the remaining Loan repayment period, provided that the last instalment shall be the balance outstanding under the Loan.

#### 9. Fees and Charges

The Borrower agrees that the Lender may deduct any charges, fees and disbursements (if applicable) at such rate or in such amount as the Lender may determine from the Loan proceeds and pay only the balance thereof to the Borrower in accordance with these Terms and Conditions and other terms applicable to the Loan.

#### 10. Right to Obtain Further Information

The Borrower authorises the Lender to disclose to or obtain from other parties such information in respect of the Borrower or the Loan at any time as the Lender may deem necessary without further reference to or consent from the Borrower.

#### 11. Electronic Signing and Agreement

The Application may be manually and/or electronically signed by the Borrower in such manner as determined by the Lender. Any electronic signature (or agreement or acceptance submitted or provided by the Borrower to the Lender through electronic means) in respect of the Application shall be binding on the Borrower and has the same force and effect as manual/wet signature of the Borrower.

#### 12. Phone Application

The Borrower confirms that, in the case where the Application is completed and/or submitted by phone, any verbal agreement or acceptance provided by the Borrower to the Lender via phone shall be binding on the Borrower, and such agreement or acceptance in respect of the Application shall constitute the Borrower's valid electronic signature on the Application and has the same force and effect as manual/wet signature of the Borrower.

### **(II) General**

#### 1. Delegation

The Lender may appoint: -

- (a) any person as its agents to perform any of its obligations or exercise any of its powers under these Terms and Conditions; and
- (b) any other person or third party (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Borrower to the Lender and the Borrower shall be responsible for all reasonable costs and expenses which may be reasonably incurred by the Lender for that purpose on each occasion.

#### 2. Costs and Expenses

The Borrower shall pay to the Lender forthwith on demand legal costs on a full indemnity basis and all other reasonable costs and expenses reasonably incurred by the Lender for enforcement of these Terms and Conditions.

#### 3. Communications

Any Account Statement, notice or other communication given by the Lender to the Borrower hereunder shall be deemed to have been received by the Borrower two days after posting to the Borrower's address last notified in writing to the Lender. All notices or other communications sent by the Borrower to the Lender shall be deemed to have been delivered to the Lender on the day of actual receipt.

#### 4. Amendments

- (a) The Lender shall be entitled to prescribe, from time to time, fees and charges payable in respect of the use of the Loan and/or the services subject to the Lender giving notice in accordance with Clause 4(b) of this Section. Such variation of the fees and charges shall be binding on the Borrower if the Borrower continues to use the Loan or any part thereof, or if any part of the Loan remains outstanding, after the date on which such variation becomes effective.
- (b) The Lender may revise these Terms and Conditions and/or introduce additional terms and conditions from time to time and such revision and/or addition shall become effective subject to the Lender's notice (for a period of 60 days for any variation of terms and conditions affecting fees and charges under the control of the Lender or affecting the liabilities or obligations of the Borrower or for such reasonable period as the Lender may prescribe in the case of any other variations). All notices may be given by display, advertisement or other means as the Lender thinks fit and shall be binding on the Borrower if the Borrower continues to use the Loan or any part thereof, or if any part of the Loan remains outstanding, after the date on which such variation becomes effective.

#### 5. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Lender and the Borrower submits to the non-exclusive jurisdiction of the Courts of Hong Kong but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

#### 6. Miscellaneous

- (a) No failure or delay by the Lender to exercise any rights or any indulgence granted by the Lender to the Borrower shall operate as waiver or in any way prejudice any of the rights of the Lender. Rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- (b) Each of the provisions of these Terms and Conditions is severable and distinct from the others and the invalidity or unenforceability of any such provisions shall not affect the remaining provisions.
- (c) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Clause heading shall be ignored in the interpretation of these Terms and Conditions.
- (d) The Lender may sell, assign or transfer all or any of its interests, rights and obligations under the Loan to any person (including the HKMC) without the prior written consent of the Borrower, and the Lender may administer the Loan as servicer for and on behalf of the HKMC after such sale, assignment or transfer to the HKMC, and the Borrower agrees to execute such documents and do such acts and things as the Lender and the HKMC may reasonably require to give full effect to such assignment or transfer. The Borrower will not assign or transfer all or any of its interests, rights and obligations, in whole or in part, under the Loan or any documents relating to the Loan, without the prior written consent of the Lender and the HKMC.
- (e) (i) The Lender may (but shall not be obliged to), and the Borrower expressly authorises the Lender to, record by tape or other means all instructions and requests given by the Borrower verbally to the Lender and all other verbal communications between the Borrower and the Lender in connection with the Loan and/or any of the services including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The Borrower expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of the Lender, shall be conclusive evidence between the Lender and the Borrower as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute.

- (ii) The Lender reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, the Lender reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Lender may consider appropriate.
- (f) The Borrower shall notify the Lender promptly in writing of any changes in telephone numbers or employment or residential or office address or other particulars provided to the Lender in connection with the Application, the Loan and/or the Scheme, or of any difficulty in repaying any indebtedness or in meeting any payment to the Lender arising from use of the Loan or otherwise.
- (g) The Lender shall be entitled to act in accordance with its regular business practice and procedure and will only accept the Borrower's instructions in so far as it is (in the Lender's opinion) practicable and reasonable to do so. For the avoidance of doubt, the Lender is authorised to participate in and comply with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks.
- (h) Where the Borrower has entered into or hereafter shall enter into any agreement, contract or arrangement with the Lender, the breach of any provisions of any of such agreement, contract and/or arrangement shall be deemed to be breach of these Terms and Conditions which entitles the Lender to demand immediate repayment of the Loan or the balance thereof together with any interest, expenses, charges and fees (if applicable), and to claim losses suffered if any.
- (i) In connection with the opening, operation and closing of an Account, the Borrower shall complete, sign and be bound by the terms of such documents as the Lender may require and shall provide the Lender with such other documents as the Lender may require.
- (j) No person other than the Borrower and the Lender will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- (k) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

## 7. Taxes

- (a) All payments to be made by the Borrower to the Lender in respect of the Loan or under these Terms and Conditions or any documents relating to the Loan shall be made to the Lender as specified by the Lender without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time the Borrower is required to make any deduction or withholding for or on account of tax or otherwise from any payment to the Lender, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lender receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which the Lender would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the Borrower to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The Borrower shall indemnify the Lender against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the Borrower to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon request of the Lender, the Borrower shall promptly deliver to the Lender evidence satisfactory to the Lender that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (b) Any fee or charge (if applicable) referred to in these Term and Conditions is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the Borrower at the same time as it pays the relevant fee or charge.

## 8. Indemnity

The Borrower shall indemnify the Lender, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on the Lender for tax in respect of any profits or gains attributable to the Borrower) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Loan or any services in connection with the Loan to the Borrower or the exercises or preservation of the Lender's powers and rights under these Term and Conditions or in connection with the Loan, unless due to the negligence or wilful default of the Lender, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Lender is entitled to withhold, retain or deduct such portion from the Borrower's assets in the possession or control of the Lender or such amount from any of the Borrower's accounts with the Lender as it reasonably determines to be sufficient to cover any amount which may be owed by the Borrower under this Clause. This indemnity shall survive notwithstanding the termination of the Loan or any services in connection with the Loan or any part of them.

## 9. Collection and disclosure of information of the Borrower

### (a) **Definitions**

Terms used in this Clause 9 shall have the meanings set out in these Terms and Conditions or the meanings set out below. Where there is any conflict between the meaning of a term set out in these Terms and Conditions and the meaning set out below, the meaning set out below shall apply in this Clause 9.

**Authorities** includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

**Borrower Information** means all or any of the following items relating to the Borrower or that of a Connected Person, where applicable: (i) Personal Data, (ii) information about the Borrower, the Borrower's accounts, Loan, transactions, use of the Lender's products and services and the Borrower's relationship with the HSBC Group and (iii) Tax Information.

**Compliance Obligations** means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

**Connected Person** means a person or entity (other than the Borrower) whose information (including Personal Data or Tax Information) is provided by the Borrower, or on behalf of the Borrower, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor, or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Borrower has a relationship that is relevant to the Borrower's relationship with the HSBC Group.

**Controlling Persons** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or violations, or any acts or attempts to circumvent or violate any Laws relating to these matters.

**Financial Crime Risk Management Activity** means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Lender or members of the HSBC Group may take.

**HSBC Group** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

**Laws** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Lender or a member of the HSBC Group.

**Personal Data** means any information relating to an individual from which such individual can be identified.

**Services** includes (a) the opening, maintaining, closing, and terminating of the Borrower's accounts or the granting, use and, terminating of any Loan, (b) the provision of credit facilities and other banking, financial and insurance products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Lender's overall relationship with the Borrower, including marketing services or products to the Borrower, market research, insurance, audit and administrative purposes.

**substantial owners** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

**Tax Authorities** means Hong Kong or foreign tax, revenue or monetary authorities.

**Tax Certification Forms** means any forms or other documentation as may be issued or required by a Tax Authority or by the Lender from time to time to confirm the Borrower's tax status or the tax status of a Connected Person.

**Tax Information** means documentation or information about the Borrower's tax status or the tax status of any owner, "controlling person", "substantial owner" or beneficial owner or Connected Person. "**Tax Information**" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

Reference to the singular includes the plural (and vice versa).

## (b) Collection, use and sharing of Borrower Information

This Clause 9(b) explains how the Lender will use information about the Borrower and Connected Persons. The Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance that applies to the Borrower and other individuals (the "**PICS**") also contains important information about how the Lender and the HSBC Group will use such information and the Borrower should read this Clause in conjunction with the PICS. The Lender and members of the HSBC Group may use Borrower Information in accordance with this Clause and the PICS.

Borrower Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- The Lender is legally required to disclose;
- The Lender has a public duty to disclose;
- The Lender's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause or the PICS.

### COLLECTION

- (i) The Lender and other members of the HSBC Group may collect, use and share Borrower Information. Borrower Information may be requested by the Lender or on behalf of the Lender or the HSBC Group, and may be collected from the Borrower directly, from a person acting on the Borrower's behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Lender or any member of the HSBC Group.

### USE

- (ii) The Lender and members of the HSBC Group may use, transfer and disclose Borrower Information in connection with the purposes set out in the PICS and matching for whatever purpose (whether or not with a view to taking any adverse action against the Borrower) (the "**Purposes**").

### SHARING

- (iii) The Lender may (as necessary and appropriate for the Purposes) transfer and disclose any Borrower Information to the recipients set out in the PICS (who may also use, transfer and disclose such Borrower Information for the Purposes).

### THE BORROWER'S OBLIGATIONS

- (iv) The Borrower agrees to supply Borrower Information, and to inform the Lender promptly and in any event, within 30 days in writing if there are any changes to Borrower Information supplied to the Lender or a member of the HSBC Group from time to time, and to respond promptly to any request for Borrower Information from the Lender or a member of the HSBC Group.

- (v) The Borrower confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Lender or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 9 and the PICS (as may be amended or supplemented by the Lender from time to time). The Borrower shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The Borrower consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Lender to use, store, disclose, process and transfer all Borrower Information in the manner described in this Agreement. The Borrower agrees to inform the Lender promptly in writing if the Borrower is not able or has failed to comply with the obligations set out in Clauses 9 (b)(v) and 9 (b)(vi) in any respect.

(vii) Where

- the Borrower or any Connected Person fails to provide promptly Borrower Information reasonably requested by the Lender, or
- the Borrower or any Connected Person withholds or withdraws any consents that the Lender may need to process, transfer or disclose Borrower Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Borrower), or
- The Lender has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, the Lender may:
  - (A) be unable to provide new, or continue to provide all or part of the Services to the Borrower and reserve the right to terminate the Lender's relationship with the Borrower;
  - (B) take actions necessary for the Lender or a member of the HSBC Group to meet the Compliance Obligations; and
  - (C) block, transfer, close or terminate the Borrower's account(s) or any Loan where permitted under local Laws.

In addition, if the Borrower fails to supply promptly the Borrower's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Lender may make its own judgment with respect to the Borrower's status or that of the Connected Person, including whether the Borrower or a Connected Person is reportable to a Tax Authority, and may require the Lender or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

**(c) Financial Crime Risk Management Activity**

- (i) Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Borrower, or on the Borrower's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Borrower Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Borrower or a Connected Person.
- (ii) The Lender and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Borrower's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Lender nor any member of the HSBC Group shall be liable to the Borrower or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Borrower or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

**(d) Tax Compliance**

The Borrower, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that the Borrower is solely responsible for understanding and complying with the Borrower's tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Lender or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person (and not in his/its personal capacity) also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Borrower's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Lender nor any member of the HSBC Group provides tax advice. The Borrower is advised to seek independent legal and tax advice. Neither the Lender nor any member of the HSBC Group has responsibility in respect of the Borrower's tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s), Loan Services provided by The Lender or members of the HSBC Group.

**(e) Miscellaneous**

- (i) In the event of any conflict or inconsistency between any of this Clause 9 and the provisions in or governing any other service, product, business relationship, account or agreement between the Borrower and the Lender, this Clause 9 shall prevail.
- (ii) If all or any part of the provisions of this Clause 9 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 10 in that jurisdiction.

**(f) Survival upon termination**

This Clause 9 shall continue to apply notwithstanding any termination by the Borrower or the Lender or a member of the HSBC Group of the provision of any Services to the Borrower, the closure of any of the Borrower's account, or the termination of any of the Borrower's Loan.

## Key Facts Statement (KFS) for Loan under 100% Personal Loan Guarantee Scheme

Hang Seng Bank Limited (“we”, “us” or “our”)

April 2022

<p style="text-align: center;"><b>This product is a term loan.</b></p> <p style="text-align: center;"><b>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your term loan.</b></p>		
<b>Loan type</b>	Term loans only	
<b>Eligibility of borrower</b>	<ul style="list-style-type: none"> <li>- Holder of Hong Kong permanent identity card aged 18 or above; and</li> <li>- Unemployed, laid-off, business ceased or main recurrent income reduced more than 50% for at least 2 consecutive months at the time of application; and</li> <li>- Must not be undischarged bankrupts nor subject to any bankruptcy petition or proceedings at the time of loan application and shall maintain valid Hang Seng Personal Account.</li> </ul>	
<b>Maximum eligible loan amount</b>	<p>The maximum amount of loan is the lower of:</p> <ul style="list-style-type: none"> <li>- nine times the average monthly income for any three (3) months from January 2020 to February 2022 or nine times the average monthly assessable income as calculated with reference to the tax demand note for the financial year 2019/2020 or 2020/2021 or 2021/2022; and</li> <li>- HK\$100,000 (i.e. if the Borrower has got approved for or drawn down any loan(s) under the Scheme before, the maximum requested loan amount shall not exceed HK\$100,000 minus the aggregate original loan amount of loan(s) approved for or drawn down by the Borrower under the Scheme.)</li> </ul>	
<b>Repayment</b>	<p>Maximum repayment period is 120 months with a 18-month principal repayment holiday from the drawdown date of the loans.</p> <p>If you do not fulfil the repayment obligations, it may adversely affect your credit records maintained at the credit reference agencies. We will also follow up in accordance with its usual processes.</p>	
<b>Use of loan proceeds by borrowers</b>	No restriction	
Interest Rates and Interest Charges		
<b>Annualised Percentage Rate (APR)</b>	<b>Loan amount (HKD)</b>	\$5,000 - \$100,000
	<b>Tenor</b>	120 months (Incl. 18-month principal repayment holiday)
	<b>Monthly Flat Rate</b>	0.0490%
	<b>APR</b>	1%
	<b>Monthly Repayment Amount During Interest Only Period (HKD) - Based on Every HKD10,000 Loan Amount</b>	\$4.90
	<b>Monthly Repayment Amount After Interest Only Period (HKD) - Based on Every HKD10,000 Loan Amount</b>	\$103.00
	<b>Annualised Overdue / Default Interest Rate</b>	Not applicable
Fees and Charges		
<b>Handling Fee</b>	Not applicable	
<b>Late Payment Fee and Charge</b>	HK\$100 per instalment	
<b>Prepayment / Early Settlement / Redemption Fee</b>	Not applicable	
<b>Returned Cheque / Rejected Autopay Charge</b>	Not applicable	
<b>Interest Rebate</b>	A borrower may receive a full rebate of the interest payments made after the loan and interest are fully repaid by the end of the scheduled repayment period despite any interim delinquencies after the Lender has received relevant interest rebate from HKMC.	

Note: - All Annualised Percentage Rates (“APR”) are calculated using the Net Present Value Method in accordance with the Code of Banking Practice. The above APRs are reference rate which include the basic interest rate and other fees and charges of a product expressed as an annualised rate (if applicable).

- The proportion of loan principal to interest in each monthly instalment amount is calculated according to the Rule of 78.



## 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, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank) (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, guidelines or requests 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.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects’ use of the Bank’s websites and apps, including in accordance with the Bank’s Privacy Policy (<https://www.hangseng.com/en-hk/resources/important-message/#privacy>) and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group (“**HSBC Group**” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and “**member of the HSBC Group**” has the same meaning).
4. The purposes for which data may be used are as follows:
  - (i) considering applications for products and services and the daily operation of the banking/financial products, 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) analysing how data subjects access and use the Bank’s services including services available on the Bank’s websites and apps from time to time;
  - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
  - (ix) determining the amount of indebtedness owed to or by data subjects;
  - (x) 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;
  - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region (“**Hong Kong**”) existing currently and in the future (“**Laws**”) (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (b) any guidelines, guidance or requests 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 and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the “**Authorities**” and each an “**Authority**”) that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
    - (d) any agreement or treaty between Authorities;
  - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
  - (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
  - (xv) enabling an actual or proposed assignee 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;
  - (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
  - (xvii) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions; and
  - (xviii) purposes relating thereto.

5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - (ii) any 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 (including their employees, directors and officers);
  - (iii) any Authorities;
  - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
  - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
  - (vii) 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;
  - (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4 (x), 4 (xi) or 4 (xii);
  - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
  - (x) any card acquirer of a merchant; and
  - (xi)
    - (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, co-branding or privileges programme providers or merchants;
    - (d) co-branding partners of the Bank and/or any 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);
    - (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 centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

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

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) 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 credit reference agencies:
- (i) full name;
  - (ii) 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);
  - (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 (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies 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 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).

## 7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
  - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background and demographic data of a data subject held by the Bank from time to time; and
  - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, 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 co-branding partners of the Bank and/or any 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
  - (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 Bank and/or:
  - (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, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any 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) 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 7 (i) above to other members of the Hang Seng Bank Group 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.

**If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.**

8. 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 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 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 Bank 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)).
9. 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 8 (v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
10. 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 8 (v) above) may be retained by 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 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(ies), whichever is earlier.
11. 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.
12. 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
13. The Bank may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event the data subject wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in March 2022)

- \* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to: [https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice\\_e\\_2013.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e_2013.pdf)

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.