





## 恒生銀行有限公司(「銀行」)

### \* 致各客戶及其他個別人士關於個人資料(私隱)條例(「條例」)的通知

1. 客戶及其他個別人士(包括但不限於銀行／財務服務及銀行融資／信貸便利的申請人，為銀行融資／信貸便利提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、控制人、職員及管理人員、合夥商的合夥人或合夥成員、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士，而該關係關乎客戶及銀行的關係)(統稱「資料當事人」)，就各項事宜例如申請開立或延續戶口、建立或延續銀行融資／信貸便利、要求銀行提供有關銀行／財務服務或遵守任何法律或監管或其他機關發出的指引或要求，需不時向銀行提供有關資料。
2. 若未能向銀行提供有關資料，會導致銀行無法批准開立或延續戶口、建立或延續銀行融資／信貸便利或提供有關銀行／財務服務。
3. 銀行亦會從以下各方收集資料：(i)資料當事人與銀行日常業務往來中(例如資料當事人開出支票、存款或申請信貸時)、(ii)代表資料當事人行事的人士提供資料當事人的資料、(iii)資料當事人使用銀行網站及流動應用程式，包括按照銀行互聯網私隱政策聲明[https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh\\_HK/privacy\\_c.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh_HK/privacy_c.pdf)及(iv)其他來源(例如從信貸資料服務機構獲取資料)。資料亦可能與銀行或任何滙豐集團成員(「滙豐集團」一併及分別地指滙豐控股有限公司，其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義)可獲取的其他資料組合或產生。
4. 資料可能會作下列用途：
  - (i) 考慮產品及服務申請及向資料當事人提供銀行／財務產品、服務和銀行融資／信貸便利之日常運作；
  - (ii) 在資料當事人申請信貸時進行的信貸調查，及通常每年進行一次或以上的定期或特別審查；
  - (iii) 編製及維持銀行的信貸評分模式；
  - (iv) 協助其他財務機構作信貸審查及債務追討；
  - (v) 確保資料當事人的信用維持良好；
  - (vi) 為資料當事人設計銀行／財務服務或有關產品；
  - (vii) 不時分析資料當事人如何查閱及使用銀行的服務，包括銀行網站及流動應用程式上所提供的服務；
  - (viii) 為宣傳及推廣服務、產品及其他促銷標的(包括與直接促銷相關連的，詳情請參閱以下第7段)；
  - (ix) 確定銀行對資料當事人或資料當事人對銀行的債務；
  - (x) 執行資料當事人向銀行應負責任，包括但不限於向資料當事人及向為資料當事人的責任提供抵押或擔保的人士追討欠款；
  - (xi) 遵守銀行或其任何分行或任何滙豐集團成員就以下各項負上或與之有關的責任、要求或安排(不論強制或自願性質)：
    - (a) 現在及將來於香港特別行政區(「香港」)境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度(「法律」)(例如稅務條例及其條文，包括有關自動交換財務帳戶資料)；
    - (b) 現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關，或財務服務供應商的自律監管或行業組織或協會所提供或發出的任何指引、指導或要求，及任何國際指引、內部政策或程序(例如稅務局所提供或發出的指引或指導，包括有關自動交換財務帳戶資料)；
    - (c) 對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關，或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關，或財務服務供應商的自律監管或行業組織或協會或彼等的任何代理(統稱及各稱「權力機關」)向銀行或其任何分行或任何滙豐集團成員施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾；或
    - (d) 權力機關之間的任何協議或條約；
  - (xii) 遵守滙豐集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於滙豐集團內共用資料及資訊及／或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排；
  - (xiii) 採取任何行動以遵守銀行或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求：有關偵測、調查及預防清洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及／或規避或違反有關此等事宜的任何法律的任何行為或意圖；
  - (xiv) 遵守銀行或任何滙豐集團成員的任何責任，以符合權力機關的任何指令或要求；
  - (xv) 使銀行的實質或建議受讓人，或銀行對資料當事人權益的參與人或附屬參與人，能對有關擬進行的轉讓、參與或附屬參與的交易作出評核；

- (xvi) 與接受由銀行發出的信用卡的商號(下稱「各商號」)及各聯營機構交換資料；
  - (xvii) 就任何卡交易，與各商號的收單財務機構核實資料當事人的身分；及
  - (xviii) 與上述有關的用途。
5. 銀行或滙豐集團成員會將資料當事人的資料保密，但銀行或滙豐集團成員可能會將有關資料提供予下列各方(不論於香港境內或境外)作以上第4段所述的用途：
- (i) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問)；
  - (ii) 任何就銀行業務運作向銀行提供行政、電訊、電腦、付帳、債務追討或證券結算或其他服務的第三方服務供應商(包括彼等的僱員、董事及職員)；
  - (iii) 任何權力機關；
  - (iv) 任何對銀行有保密責任的其他人士，包括就有關資料對銀行有保密承諾的滙豐集團成員；
  - (v) 付款銀行向發票人提供已兌現支票影本(該影本可能載有關於收款人的資料)；
  - (vi) 代表個別人士行事提供該個別人士資料的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、客戶擁有證券權益的公司(如該等證券由銀行或任何滙豐集團成員持有)，或向客戶的戶口作出任何付款的人士；
  - (vii) 信貸資料服務機構，如資料當事人欠帳時則可將該等資料提供予債務追收代理；
  - (viii) 銀行或其任何分行或任何滙豐集團成員就有關第4(x)、4(xi)或4(xii)段所載目的而有責任或必須或被預期向其作出披露的任何人士；
  - (ix) 銀行的任何實質或建議受讓人，或就銀行對資料當事人權益的參與人或附屬參與人或承轉人；
  - (x) 各商號的收單財務機構；及
  - (xi) 任何滙豐集團成員：
    - (a) 第三方財務機構、承保人、信用卡公司、證券及投資服務供應商；
    - (b) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號；
    - (c) 銀行及／或任何滙豐集團成員之合作品牌夥伴(該等合作夥伴名稱會於有關服務及產品的申請表格上列明)；
    - (d) 慈善或非牟利機構；及
    - (e) 銀行就以上第4(vii)段所述的用途而任用的第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

有關資料可能轉移至香港以外。

6. 就資料當事人(不論以借款人、按揭人或擔保人身分，以及不論以資料當事人本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料，銀行可能會把下列資料當事人資料(包括不時更新任何下列資料的資料)以銀行及／或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
  - (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式)；
  - (iii) 香港身分證號碼或旅遊證件號碼或公司註冊證明書號碼；
  - (iv) 出生日期或公司成立日期；
  - (v) 通訊地址或註冊辦事處地址；
  - (vi) 就每宗按揭的按揭帳戶號碼；
  - (vii) 就每宗按揭的信貸種類；
  - (viii) 就每宗按揭的按揭帳戶狀況(如：生效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳)；及
  - (ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構會使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分,及不論以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有按揭的宗數,並存於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

## 7. 在直接促銷中使用資料

當資料當事人為此目的而向銀行給予同意,銀行可將其資料作直接促銷用途。就此,請注意:

- (i) 銀行可能使用以下類別的資料作直接促銷用途:
  - (a) 銀行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、交易地點、財務背景及人口統計數據用於直接促銷;及
  - (b) 資料當事人平時使用銀行網站、流動應用程式的相關資料,不論是透過cookies或其他方式收集;
- (ii) 可用作促銷下列類別的服務、產品及促銷標的:
  - (a) 財務、保險、信用卡、銀行及相關服務及產品;
  - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
  - (c) 銀行及/或任何滙豐集團成員的合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
  - (d) 為慈善及/或非牟利用途的捐款及捐贈;
- (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求:
  - (a) 任何滙豐集團成員;
  - (b) 第三方財務機構、承保人、信用卡公司、證券及投資服務供應商;
  - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
  - (d) 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
  - (e) 慈善或非牟利機構;
- (iv) 除由銀行促銷上述服務、產品及促銷標的以外,銀行亦擬將以上第(7)(i)段所述的資料提供予恒生銀行集團的其他成員公司,以供該等人士在促銷該等服務、產品及促銷標的中使用,而銀行為此用途須獲得資料當事人書面同意(包括表示不反對);

如資料當事人不希望銀行如上述使用其資料或將其資料提供予恒生銀行集團的其他成員公司作直接促銷用途,資料當事人可通知銀行行使其選擇權拒絕促銷。

## 8. 根據條例規定及按其認可及發出的個人信貸資料實務守則,任何資料當事人均有權:

- (i) 查核銀行是否持有其個人的資料及有權查閱有關的資料;
  - (ii) 要求銀行對其不準確的個人資料作出更正;
  - (iii) 查悉銀行對資料的政策及實務,並獲知銀行持有其個人資料的類別;
  - (iv) 查詢並獲銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露,及獲銀行提供進一步資料,藉以向有關信貸資料服務機構或債務追收代理提出查閱及改正資料要求;及
  - (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於全數清還欠帳後結束帳戶時,指示銀行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料,但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額,上次報告期間(即緊接銀行上次向信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額,剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數,清還過期欠款的日期,及全數清還拖欠為期超過60日的欠款的日期(如有))。
9. 如帳戶出現任何拖欠還款情況,除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇帳(因破產令導致撇帳除外),否則帳戶還款資料(定義見以上第(8)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
10. 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳,不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款,該帳戶還款資料(定義見以上第(8)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年,或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。
11. 根據條例規定,銀行有權就處理任何資料查閱的要求收取合理費用。

12. 任何關於資料查閱或資料更正，或關於資料政策及實務或資料種類等要求，應向下列人士提出：

恒生銀行有限公司  
資料保護主任  
香港德輔道中83號

傳真：(852) 2868 4042

13. 銀行在批核信貸申請時，可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關報告，可要求銀行提供有關信貸資料服務機構的聯絡詳情。

14. 本通知不會限制資料當事人在條例下所享有的權利。

生效日期：2014年6月15日(於2018年9月更新)

\* 適用於2014年6月16日或之後與銀行建立關係，或其他已同意本通知版本的客戶及其他個別人士。若閣下於2014年6月16日之前與銀行建立關係且未有同意本通知版本，請參閱：

[https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh\\_HK/notice\\_c\\_2013.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh_HK/notice_c_2013.pdf)

註：中文本與英文本如有歧義，概以英文本為準。



## 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 [Internet Privacy Policy Statement](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy_e.pdf) [https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy\\_e.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/privacy_e.pdf) 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, 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 a credit reference agency:
- (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.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

## 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 a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
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 the credit reference agency 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 the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
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 a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in September 2018)

- \* 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.