

中小企融資擔保計劃「百分百擔保特惠貸款」分期貸款申請表 APPLICATION FORM FOR THE SPECIAL 100% LOAN GUARANTEE INSTALMENT LOAN OF THE SME FINANCING GUARANTEE SCHEME

- 請詳閱附奉之「致各客戶及其他個別人士關於個人資料(私隱)條例的通知」。 Please read the attached "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance

- 以下所有欄位均為必須填寫項目(如適用)。 All fields below are mandatory to fill in (if applicable). 請用<u>英文正楷填寫,並在適當的地方加上剔「✔」號。 Please complete in English BLOCK LETTERS</u> and tick "✔" where applicable. 請填妥此申請表格連同所需文件副本交回責公司的客戶經理(所有文件連同此申請表格一經遞交恕不退還)。 Please complete this application form and provide copies of the required documents and submit to your Relationship Manager (all documents with additional paper if the space provided below is not enough.
 如欄位不足,請另加紙填寫。 Please supplement with additional paper if the space provided below is not enough.

致 To:恒生銀行有限公司(「恒生」) Hang Seng Bank Limited ("Hang Seng")

A. 申請信貸資料 CREDIT FACILITIES TO BE APPLIED FOR						
A. 申請信貸資料 CREDIT FACILITIES TO BE APPLIED FO 中小企融資擔保計劃「百分百擔保特惠貸款」分期貸款 The Special 100% Loan Guarantee Instalment Loan of the SME Financing Guarantee Scheme		申請金額 Requese HK\$	ent Period (個月 months) 是本(請選擇以下其中一項)	ase choose one option from the below)		
		<u>'</u>				
B. 公司資料 COMPANY 申請機構名稱 Name of Applicant	INFORMATION					
公司類別 Company Type	□ 全東商號 Sole Propi □ 合夥組織 Partnershi □ 有限公司 Limited Co	р	註冊國家/地區 Country/Region of Incorporation	□ 香港 Hong Kong □ 其他,請註明 Others, please specify:		
業務性質 Business Nature			開業日期 Date of Business Commencement	日DD/月MM/年YYYY		
公司註冊證書號碼 Certificate of Incorporation No.			商業登記證號碼 Business Registration No.			
公司電話號碼 Company Tel. No.			公司傳真號碼 Company Fax. No.			
公司電郵地址 Company E-mail Address			營業地址類別 Type of Business Operation Address	□ 工商物業 Industrial or Commercial Property □ 住宅Residential Property		
營業地址 Business Operation Address						
營業地址及擁有權 Business Operation Address Ownership	□ 由申請機構或其關連公司/相關人士擁有 Owned by the Applicant or its related company(ies)/related person(s) □ 由申請機構或其關連公司/相關人士租用整 個單位 Whole unit rented by the Applicant or its related company(ies)/related person(s)		與非關連公司共用 Shared with non-related company(ies)□ 租用商務中心或類似服務提供者之工作空間 Rented workspace from business centre or similar service provider□ 其他,請註明 Others, please specify:			
聯絡人姓名			聯絡人之電話號碼			
Name of Contact Person	7. II-bh	光	Tel. No. of Contact Person	D 恒生 Hong Cong		
僱員人數 No. of Employee(s)	全職 Full-time	兼職 Part-time	往來銀行 Principal Banker(s)	□ 恒生 Hang Seng □ 其他,請註明 Others, please specify:		
香港 Hong Kong:						

	NFORMATION OF THE KEY PRINCIPAL	(S) OF THE APPLICANT	
資料並在E部分簽署。For a sole proprieto	s夥人、所有擔保人須於此C部分提供其資料並在I orship/partnership, the information of the sole pr the information of at least one director who is au	oprietor/all partners, all guarantors must be prov	ided in this Section C and all such persons must
身份 Capacity	東主 Sole Proprietor	□ 合夥人 Partner □ 個人董事 Individual Director □ 個人擔保人 Personal Guarantor	□ 合夥人 Partner □ 個人董事 Individual Director □ 個人擔保人 Personal Guarantor
英文全名 English Full Name			
持股量/權益 Shareholding/Ownership	%	%	%
香港身份證/護照號碼 Hong Kong Identity Card/ Passport No.			
出生日期 Date of Birth	日 DD /月 MM /年 YYYY	日 DD / 月 MM / 年 YYYY	目 DD/月MM/年YYYY
國籍(國家/地區) Nationality (country/region/territory)			
現時住址 Current Address			
永久住址 Permanent Address	□ 與現時住址相同 Same as Current Address □ 其他,請註明 Others, please specify:	□ 與現時住址相同 Same as Current Address □ 其他・請註明 Others, please specify:	□ 與現時住址相同 Same as Current Address □ 其他,請註明 Others, please specify:
通訊地址 Correspondence Address	□ 與現時住址相同 Same as Current Address □ 與永久住址相同 Same as Permanent Address □ 其他,請註明 Others, please specify:	□ 與現時住址相同 Same as Current Address □ 與永久住址相同 Same as Permanent Address □ 其他,請註明 Others, please specify:	□ 與現時住址相同 Same as Current Address □ 與永久住址相同 Same as Permanent Address □ 其他,請註明 Others, please specify:
手提電話/傳呼機號碼 Mobile/Pager No.			
辦公室電話號碼 Office Tel. No.			
住宅電話號碼 Home Tel. No.			
f /0 c		口口口口	
身份 Capacity 英文全名 English Full Name	公司董事 Corporate Director	公司董事 Corporate Director	□ 公司董事 Corporate Director
持股量/權益 Shareholding/Ownership			
公司註冊證書號碼 Certificate of Incorporation No.			
註冊國家/地區 Country/Region of Incorporation	□ 香港 Hong Kong □ 其他・請註明 Others, please specify:	□ 香港 Hong Kong □ 其他・請註明 Others, please specify:	□ 香港 Hong Kong □ 其他,請註明 Others, please specify:
註冊地址 Registered Address			
聯絡人姓名 Name of Contact Person			
聯絡人之電話號碼 Tel. No. of Contact Person			

D. 第三方轉介資料 INFORMATION OF THE THIRD PARTY REFERRAL				
本信貸申請是否經第三方轉介 Is this credit application referred by a Third Party? ☐ 否 No ☐ 是 Yes <請於下列欄位填寫第三方之資料 Please fill in the particulars of the Third Party below>				
第三方全名 Full Name of the Third Party:	公司註冊證書/商業登記證號碼 Certificate of Incorporation / Business Registration Certificate No.:			
聯絡人姓名 Name of Contact Person:	聯絡電話號碼 Contact Telephone No.:			
與第三方之關係 Relationship with the Third Party:	第三方收取或將收取的信貸申請轉介費用 Amount of Fees Charged / to be Charged by the Third Party for Referring this Credit Application :			
	港幣 HK\$			

E. 聲明及簽署 DECLARATION & SIGNATURE

本人(等)(包括申請機構)謹此申請上述貸款,並確認、同意及接受下列條款及細則約束:

I/We hereby apply for the facility(ies) as set out above, and acknowledge, agree and accept the following terms and conditions:

- 1. 本人(等)確認、同意並接受
 - (a) 如上述資料(包括但不限於公司名稱、公司地址、實益擁有人、所持有之投票權、股本比率、東主/合夥人/董事/擔保人之住址、電話號碼等)有 所更改,本人(等)承諾立即以書面通知恒生,並提供相關證明文件;
 - (b) 本人(等)同意按照恒生不時所訂定並通知申請機構當時適用之利率及收費繳付利息及費用;
 - (c) 本人(等)及每名簽署本申請表之個別人士(「每名個別人士」)確認由本人(等)就申請上述貸款所提供之資料,不論以口頭或書面形式及任何方式, 在所有方面均屬正確無訛,並授權恒生於其認為有需要時(無論於上述貸款申請獲得批核時或之前或之後)與任何人士接觸,以核證及/或披露或搜 集本人(等)及/或與本申請相關事宜之任何資料而毋須進一步知會本人(等)或取得本人(等)之同意;
 - (d) 不論上述貸款批核與否,任何文件一經遞交予恒生將不獲退還;
 - (e) 恒生有絕對酌情權拒絕任何申請或批出較申請機構所申請為低之貸款額及保留權利隨時調整貸款額、利率、收費及其他條款及細則而毋須給予任何 理由;
 - (f) 最終批核之貸款額、利率、收費及其他條款及細則,以本人(等)所接納並簽署之有關貸款文件為準;及
 - (q) 恒生保留最終批核之權利。

I/We hereby acknowledge, agree and accept that:

- (a) I/We undertake to promptly inform Hang Seng if there are any changes on the above information (including but not limited to company name, company address, beneficial ownership, control of account, shares of capital, address and phone number of sole proprietor/partner/director/guarantor, etc.) and to provide the relevant supporting documents;
- (b) I/we agree to pay interest and other fees and charges at the prevailing rate as Hang Seng may determine and notify me/us from time to time;
- (c) I/we and each of the individuals who signs this application form ("each individual") certify that the particulars and information provided by me/us, whether in verbal or written form and in whatever manner, in connection with the application are true and correct in all respects and authorise Hang Seng to contact any party as Hang Seng deems necessary for verification and/or to disclose to or obtain from any party any information of me/us and/or any matter relating or incidental to the application at any time (whether before, on or after the approval of the above facility(ies)) without further reference to or consent from me/us;
- (d) any supporting documents once submitted by me/us to Hang Seng (whether the above facility(ies) is/are approved or otherwise) are not returnable;
- (e) Hang Seng has the absolute discretion to reject any application or to approve a loan of a lesser amount than that I/we applied for and reserves the right to revise the loan amount, interest rate, fees and charges and other terms and conditions from time to time without giving any reasons:
- (f) the final approved loan amount, interest rate, fees and charges and other terms and conditions of the above facility(ies) are subject to the relevant loan documents to be accepted and signed by me/us; and
- (g) Hang Seng reserves the right of final approval.
- 2. 倘申請機構屬全東商號或合夥組織,本人(等)確認於本申請表簽署之日,本人(等)或本人(等)任職之香港特別行政區政府部門與恒生並無任何公事來 往,倘日後本人(等)或本人(等)任職之政府部門與恒生有任何公事來往,本人(等)同意立即以書面通知恒生。
 - In case I/we am/are a sole proprietorship or partnership, I/we confirm that, as of the date of this application form, I/we or the government department of the Hong Kong Special Administrative Region in which I/we am/are working have no official dealings with Hang Seng and I/we undertake to inform Hang Seng promptly in writing if I/we or the government department in which I/we am/are working will later become involved in any official dealings with Hang Seng.
- 3. 每名簽署及其個人資料已列明於本申請表內之個別人士(「每名個別人士」),確認及同意恒生可根據不時給予客戶及其他個別人士之結單、通函、通知、章則及條款(包括但不限於恒生致各客戶及其他個別人士關於個人資料(私隱)條例的通知)內所載有關使用及披露個人資料的政策,持有、使用、處理及向指定人士披露每名個別人士應恒生之要求而提供或於每名個別人士與恒生之交易過程中所收集有關每名個別人士之個人資料及其他資料(「該等資料」)作指定用途。每名個別人士確認及同意恒生將該等資料披露予任何債務追收代理、信貸資料服務機構或類似服務之提供者,或由彼等予以持有、使用及處理,以便核實該等資料或將該等資料提供予其他機構,作為(a)信貸或其他方面之查核;及(b)協助彼等收取債務。
 - Each of the individuals who signs and whose personal data are set out in this Application Form (each "individual") acknowledges and agrees that all personal data and information with respect to such individual which are provided by such individual at the request of Hang Seng or collected in the course of dealings between such individual 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 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 and other individuals from time to time, including but not limited to Hang Seng's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance. Each such individual also acknowledges and agrees 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 the purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts.

4. 本人(等)確認並同意:

- (a) 在受限於下文第(b)條規定的前提下,本人(等)應恒生的要求所提供有關本人(等)的任何資料,或於本人(等)與恒生進行交易過程中被收集的有關本人(等)的任何資料,均可披露予任何其他機構或任何債務追收代理、信貸資料服務機構或類似服務提供者,或由之使用及保存,以達到核證該等資料的目的,或以達到任何上述機構向其他機構提供該等資料:
 - (i) 以便其他機構可以對本人(等)進行信貸及其他狀況調查;
 - (ii) 以達到在本人(等)作為借款人或擔保人而出現失責之時,對任何債務作出合理監控的目的;及/或
 - (iii) 協助該等機構追討欠款的目的。
- (b) 如本人(等)為有限公司:
 - (i) 本人(等)可向恒生提前90天,以書面形式發出撤銷上文第(a)條所載同意的通知書;及
 - (ii) 假如本人(等)根據第 (b) (j) 條的規定,發出通知書以撤銷在第 (a) 條項下所作出的同意:
 - (01) 恒生可以繼續依據第 (a) 條的規定披露資料,直至在第 (b) (i) 條項下的撤銷通知書之通知期屆滿為止,惟須受限於下文第 (06) 及 (07) 的 規定;
 - (02) 恒生可以通知其依據第 (a) 條獲准向之披露資料的全體人士,本人(等)已依據第 (b) (i) 條發出撤銷通知書的事實;
 - (03) 恒生可以將送達恒生的撤銷通知書,當作同樣適用於本人(等)之前就其獲授予的所有其他信貸額度(包括租賃或租購貸款)向恒生所作出的同意處理;
 - (04) 在適用於有關信貸額度之章則及條款規限下,恒生可以由其通知的生效日期起,終止授予本人(等)的全部或任何部份貸款或任何其他信貸額度;(05) 信貸資料服務機構或類似服務提供者可以繼續將由恒生所提供的資料存檔及作內部用途,但該等資料不得披露予尋求信貸報告的其他機構;
 - (06) 儘管本人(等)已按照上文第 (b) (j) 條的規定撤銷同意,恒生仍可以繼續向信貸資料服務機構或類似服務提供者,提供有關租購及租賃交易及授予批發商及零售商作為購入存貨之用的融貸款的資料;及
 - (07) 儘管本人(等)已按照上文第 (b) (j) 條的規定撤銷同意,信貸資料服務機構或類似服務提供者仍可以繼續提供有關租購及租賃交易及授予 批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾紀錄的資料。
- (c) 如本人(等)為全東商號或合夥組織,本人(等)可於悉數清償欠款(當中不涉及由恒生提供再融資貸款)而結束戶口時,指示恒生向信貸資料服務機構或類似服務提供者提出要求,從資料庫刪除有關戶口資料,惟是項指示需於結束戶口後5年內發出,而該戶口在緊接結束之前5年內並無拖欠超過60天的紀錄。
- (d) 在不抵觸上述第 (b) 及 (c) 項條文的規定下,即使本人(等)與恒生之間任何賬戶或借貸關係結束後5年內;或倘若出現逾期還款超過60日,則在本人(等)結清拖欠超過60日的欠款的日期之後5年內,本同意仍然維持有效,以較遲者為準。
- (e) 本同意由本人(等)作出,或如本人(等)超過一人,本同意則由該人等各人個別作出。
- (f) 本同意乃附加於任何適用於本人(等)與恒生之間的賬戶及/或借貸關係的賬戶章則、條款及條件或其他合同及協議或文件所載的確認或同意,並對該等文件所載的確認或同意不構成任何影響。

I/We acknowledge and agree that:

- (a) Subject to sub-paragraph (b) below, any information with respect to me/us which is provided by me/us at the request of Hang Seng or collected in the course of dealings between me/us and Hang Seng may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
 - (i) in order that they may carry out credit and other status checks in respect of me/us;
 - (ii) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor; and/or
 - (iii) to assist them in collecting debts.
- (b) If we are a limited company:
 - (i) We may by giving Hang Seng 90 days' notice in writing revoke the consent contained in sub-paragraph (a) above; and
 - (ii) If we give notice to revoke the consent given pursuant to sub-paragraph (a) in accordance with sub-paragraph (b)(i):
 - (01) subject to (06) and (07) below, Hang Seng may continue to disclose information pursuant to sub-paragraph (a) until the notice of revocation given pursuant to sub-paragraph (b)(i) expires;
 - (02) Hang Seng may notify all persons to whom Hang Seng is permitted to disclose information pursuant to sub-paragraph (a) of the fact that a notice of revocation has been given pursuant to sub-paragraph (b)(i);
 - (03) Hang Seng may regard the notice of revocation served on Hang Seng as also applying to the consent we have previously given in respect of all other credit facilities (including hire purchase or leasing loans) granted to us by Hang Seng;
 - (04) Hang Seng may terminate all or any part of the Loan and any other facilities provided to us with effect from the date to be advised by Hang Seng, subject to the terms and conditions by which the relevant facilities are governed;
 - (05) the credit reference agency or similar service provider may continue to retain information provided to it by Hang Seng in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
 - (06) Hang Seng may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in sub-paragraph (b)(i) above; and
 - (07) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in sub-paragraph (b)(i) above.
- (c) If I/we am/are a sole proprietorship or partnership, I/we may instruct Hang Seng, upon termination of an account by full repayment without any refinancing from Hang Seng, to make a request to the credit reference agency or similar service provider to delete relevant account data from its database, so long as the instruction is given within 5 years after account termination and at no time did the account have a default in payment for a period in excess of 60 days within 5 years immediately before account termination.
- (d) Subject to sub-paragraphs (b) and (c) above, this consent shall remain in effect despite the termination of any of my/our account or borrowing relationship with Hang Seng for a period of five years thereafter; or if later, for the period of five years after the settlement following a payment default of more than sixty days.
- (e) This consent is given by me/us, or if we consist of more than one person, by each of such persons severally.
- f) This consent is in addition to and does not affect any agreement or consent contained in any account rules, terms and conditions or other contracts and agreements or documents governing any of my/our account and/or borrowing relationship with Hang Seng.
- 5. 本人(等)確認及證明上文所提供就有關此信貸申請是否經第三方轉介的資料在各方面均正確無訛。此外,本人(等)確認上文所提供有關第三方的資料,以及第三方就向本人(等)轉介此貸款申請而收取或將收取的費用(如有)在各方面均正確無訛。
 - I / We confirm and certify that the information given above in relation to whether or not this credit application was referred by a third party is true and correct in all respects. In addition, I / We confirm the particulars of the third party given above and the amount of fees charged or to be charged by the third party (if any) for referring this loan application to me / us is true and correct in all respects.

註Note: 本申請表格之中英文文本如有歧異,概以英文本為準。The English version of this application form shall prevail whenever there is any discrepancy between the English and Chinese versions.

借定唔借?還得到先好借! To borrow or not to borrow? Borrow only if you can repay						
申請機構及於本申請表內C部份之主要負責人簽署 Signature(s) of the Applicant and its Key Principal(s) as set out in Section C hereof:						
英文全名 English Full Name: 日期 Date:	英文全名 English Full Name: 日期 Date:	英文全名 English Full Name: 日期 Date:				
英文全名 English Full Name: 日期 Date:	英文全名 English Full Name: 日期 Date:	英文全名 English Full Name: 日期 Date:				

注意 Attention:
如為全東商號/合夥組織,於C部分所列之東主/所有合夥人、所有擔保人須於此E部分簽署。如為有限公司,於C部分所列之被授權董事、所有擔保人須於此E部分簽署。For a sole proprietorship/partnership, the sole proprietor/all partners, all guarantors as set out in Section C hereof must sign in this Section E. For a limited company, the authorised director(s), all guarantors as set out in Section C hereof must sign in this Section C hereof must sign in this Section E.

批核「中小企融資擔保計劃」「百分百擔保特惠貸款」的所需文件

適用於全東商號、合夥組織及有限公司:

- 申請機構之東主/所有合夥人/所有個人擔保人的香港身份證/護照副本及最近3個月內之住址證明
- 獲授權代表申請機構簽署/將簽署(1)本行之申請表、(2)香港按證保險有限公司的中小企融資擔保計劃申請表及條款同意書、及(3)貸款文件之個人董事的香港身份證副本(適用於有限公司)
- 申請機構在2022年3月31日前已營運3個月或以上的營運紀錄
 - 證明申請機構於2022年1月1日前已有營運之銀行月結單或銷售發票
 - 如申請機構在2021年12月或2022年1月1日註冊,請提供2022年1月至3月之銀行月結單
- 自2020年2月份起的單月營業額較2019年1月至2022年3月期間的任何一個過往季度(1月至3月、4月至6月、7月至9月或10月至12月)的平均每月營業額下跌30%或以上的證明
 - 主要往來銀行月結單或經審核財務報表
- 香港僱員薪金證明
 - 請提供下列文件作支薪之證明: (1) 申請機構最近 2 個月之強積金或公積金供款結算書(或其他有關文件); (2) 支付有關供款之紀錄; 及 (3) 載有有關支薪記錄的銀行月結單
 - 如有聘請年滿六十五歲或以上或連續受僱不足60日的人士,申請機構可提供有顯示相關支薪記錄的銀行月結單
- 香港公司地址租金證明(注意:該地址需與有效之商業登記證上的地址相同)
 - 請提供下列其中 2 份文件作繳付租金之證明:(1) 已繳付印花税並列明租戶為申請機構/東主/合夥人的有效租約副本;(2) 最近 2 個月的租金收據;或(3) 最近 2 個月的繳租記錄,例如載有相關記錄證明租金已存入業主賬戶之銀行月結單或銀行付款通知書
 - 如屬自置物業,請提供最近發出的徵收差餉及地租通知書

Required Documents for Credit Underwriting of Special 100% Loan Guarantee under SFGS

For sole proprietorship, partnership and limited company:

- Copy(ies) of HKID Card/passport and address proof(s) within last 3 months of the sole proprietor/all partners/all personal guarantors
- Copy(ies) of HKID Card of individual director(s) who is/are/will be authorized by the Applicant to (1) sign on the Bank's application form, (2) the HKMCI's SFGS Application Form and Acceptance of Conditions, and (3) the Facility Letter (for limited company)
- Proof of at least 3 months operation history in Hong Kong as at 31 March 2022:
 - Major operating bank statements or sales invoices showing activities before 1 Jan 2022, or
 - for businesses registered in Dec 21/1 Jan 22, banks statements from Jan to Mar 22 are required
- Proof of ≥30% decline in sales turnover in any month since Feb 2020 compared with the monthly average of any preceding quarter (Jan Mar, Apr Jun, Jul Sep, Oct Dec) during the period from January 2019 to March 2022, e.g.:
 - Major bank statements or audited financial statements
- Proof of employee wages in Hong Kong:
 - Proof of wages payment with the following documents: (1) Latest 2 months' Mandatory Provident Fund ("MPF")/Occupational Retirement Scheme Ordinance ("ORSO") remittance statements (or other equivalent documents); (2) The payment records of the relevant MPF/ORSO contribution; and (3) The payroll records of the relevant months supported by the bank statements
 - For employees aged ≥ 65 or employees who have been employed for <60 days, the payroll records shown in bank statements can be referred
- Proof of Rents in Hong Kong (Note: the address must match with the address shown on the latest business registration certificate):
 - Proof of rental payment of the business premises with any 2 of the following documents: (1) copy of the prevailing stamped tenancy agreement with the company borrower/sole proprietor/partner as tenant; (2) Latest 2 months' rental receipts; or (3) Latest 2 months' payment records (e.g. bank statements with transaction proof showing the rentals were deposited into the landlord's bank account (e.g. a cleared cheque copy) or bank pay-in slips). In case of self-owned business premises, please provide the latest demand note for rates and Government rent

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

- 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, 客戶及其他個別人士(包括但个限於銀行/財務服務及銀行廳資/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更口、建立或延續銀行的關係)(統 價便利、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。
- 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。
- 別の表現の一般で行る域に行る場合である。 銀行亦會從以下名方收集資料:(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)、(i)代表資料當事人行事的人士提供資料當事人的資料、(ii)資料當事人使用銀行網站及流動應用程式・包括按照銀行私隱政策 付(IIII)員件會事人使用級引頭可以加到應用在以一色的投票級引在條款(Intips://www.hangseng.com/zh-hk/resources/important-message/#privacy)及(in)其他來源(例如從獲核推加入多家個人信貪資料服務機構營運模式的信貪資料服務機構)及下簡稱「信實資料服務機構]後取資料)。資料亦可能與銀行或任何運豐集團成員[[灌豐集團]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。
- 資料可能會作下列用途:
 - 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/ (i) 信貸便利之日常運作;
 - 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
 - 編製及維持銀行的信貸評分模式; (iii)
 - 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以 (iv) 簡稱「信貸提供者」)作信貸審查及債務追討:
 - 確保資料當事人的信用維持良好;
 - 為資料當事人設計銀行/財務服務或有關產品; (vi)
 - 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 (vii) 式上所提供的服務:
 - 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 (viii) 參閱以下第7段)
 - 確定銀行對資料當事人或資料當事人對銀行的債務;
 - 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 (x) 人的責任提供抵押或擔保的人士追討欠款
 - 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): (xi)
 - 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」)(例如税務條例及其條文・包括有關自動交換財務帳戶資料):
 - 現在及將來於香港境內或境外存在的任何法律、監管、政府、税務、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
 - 對進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
 - 權力機關之間的任何協議或條約:

 - (d) 權力機關之間的任何協議或條約: 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:採取任何行動以遵守銀行或任何滙雙集團成員的責任以符合與下述事宜有關的法律或監管要求:有關偵測、調查及預的清洗黑錢、恐怖分子關的資活動、賄賂、貪污、逃税、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活為或任何污傷國法 (xiii)
 - (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
 - で、 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; 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; (xvi)
 - 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
 - 與上述有關的用涂。
- 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)
 - 雅豐集團的任何代理、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); 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);
 - 仟何權力機關 (iii)
 - 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;
 - 付款銀行向發票人提供已兑現支票影本(該影本可能載有關於收款人的資料); (v)
 - 行為銀行所發示人提供已 2.4% 文宗於不以 6.2% 次 4.5% 公司 6.4% 次 5.4% 次 5.4%
 - 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商
 - 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者), (viii) 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:
 - 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 (ix) 有責任或必須或被預期向其作出披露的任何人士
 - 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
 - (xi) 各商號的收單財務機構;及
 - 任何滙豐集團成員;
 - 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; 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;

 - 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);
 - 慈善或非牟利機構;及
 - 銀行就以上第4(viii)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

- 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 6. 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
 - 全名; (i)
 - 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 (ii) 就與其他人士聯名方式): 香港身分證號碼或旅遊證件號碼或公司註冊證明書號碼:

 - 出生日期或公司成立日期 (iv)
 - 通訊地址或註冊辦事處地址;
 - 就每宗按揭的按揭帳戶號碼;
 - (vii) 就每宗按揭的信貸種類;
 - 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)、 (viii) 因破產令導致已撇帳);及
 - 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 倡人或擔保人身分,及不論以資料當事人本人單名或與其他人士聯名方式)不時於信貸提供者持有按揭的宗數,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)。

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

- 銀行可能使用以下類別的資料作直接促銷用涂: (i)
 - 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 (a) 模式及行為、交易地點、財務背景、人口統計數據及流動裝置識別碼用於 直接促銷;及
 - 資料當事人不時使用銀行網站、流動應用程式的相關資料,不論是透過cookies或其他方式收集:
- 可用作促銷下列類別的服務、產品及促銷標的 (ii)
 - 財務、保險、信用卡、銀行及相關服務及產品; (a)

 - 獎賞、客戶或會員或優惠計劃及相關服務及產品: 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 級门及/ 弘山问准宣宗国成员的口目的阵阵 计延迟之版 份及是作品牌影伴名稱會於有關服務及產品的申請表格上列明):及為慈善及/或非牟利用途的捐款及捐贈:
 - (d)
- 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 (iii) 而言)徵求
 - 任何滙豐集團成員:
 - 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; 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; (h)
 - (c)
 - 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 (d)
 - 慈善或非牟利機構;
- 除由銀行促銷上並服務、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

如具行目争入个市主张订来国的产 員公司作直接促銷用法,資料當事人可通知銀行行使其選擇推拒絕促銷。 使用銀行應用程式介面(「API」)向資料當事人的第三方服務供應商轉移個人資料

銀行可根據資料當事人向銀行或資料當事人使用之第三方服務供應商所發出的指示,使用銀行的API向第三方服務供應商轉移資料當事人的資料,以作銀行或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

- 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:
 - 查核銀行是否持有其個人的資料及有權查閱有關的資料; 要求銀行對其不準確的個人資料作出更正;
 - (ii)
 - 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;
 - 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
 - 查閱及改止資料要求;及 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,於全數清選欠帳後結束帳戶時,指示銀行要求信貸資料服務機構 自其資料庫中删除該等帳戶資料,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(即緊接銀行上次向該信貸資料服務機提供 帳戶資料前不多於31日的期間)所作還款額,剩餘可用信貸資財服務機提供 根數容料(2011與11期內數額內給加票數日級數。港灣過期內數的內數。內數容料(2011與11期內數額內給加票數日數數) 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))。
- 如帳戶出現任何拖欠還款情况,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撤帳(因破產令導致撤帳除外),否則帳戶還款資料(定義見以上第(9)(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。
- 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。
- 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 13 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

傳直: (852) 2868 4042

- 1949年,(03/2) 28009 14042 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。
- 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2022年5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

註:中文本與英文本如有歧義,概以英文本為準。

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

- 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. authorities.
- 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.
- accounts or establish or continue banking/credit facilities or provide related banking/financial services. 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), (iii) a person acting on behalf of the data subjects whose data are provided, (iii) gring that subjects used the Bank's Person perso
- The purposes for which data may be used are as follows:
 - considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
 - 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; creating and maintaining the Bank's credit scoring models; (ii)
 - (iii)
 - assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "**credit providers**") to conduct credit checks and collect debts;
 - ensuring ongoing credit worthiness of data subjects;
 - 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; advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);

 - determining the amount of indebtedness owed to or by data subjects; the enforcement of data subjects' obligations, including without limitation the collection of amounts (x) outstanding from data subjects and those providing security or guarantee for data subjects obligations:
 - 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:
 - 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);
 - 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);
 - 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 any agreement or treaty between Authorities;

 - (a) any agreement or treaty between Authorities; 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; 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;
 - meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities:
 - 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;
 - exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
 - verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xviii) purposes relating thereto.
- 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:
 - 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):
 - 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); (ii)

 - any person under a duty of confidentiality to the Bank including a member of the HSBC Group which (iv) has undertaken to keep such information confidential
 - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to (v)
 - 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;
 - third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
 - (viii)
 - the customer's application for the Bank's products and services; 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; 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); 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; any eard accuries of a merchant; and

 - any card acquirer of a merchant; and
 - any member of the HSBC Group
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding or privileges programme providers or merchants
 - 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);

- charitable or non-profit making organisations; and
- 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 (viii) above. (f)
- Such information may be transferred to a place outside Hong Kong.

 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:
 - full name;
 - 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);

 Hong Kong Identity Card Number or travel document number or certificate of incorporation number;

 - date of birth or date of incorporation; correspondence address or registered office address;
 - mortgage account number in respect of each mortgage; type of the facility in respect of each mortgage;

 - 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 if any, mortgage account closed date in respect of each mortgage.

(IX) If any, mortgage account cosed date in respect or 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, 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

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:

- - the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background, demographic data, and mobile device ID 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; the following classes of services, products and subjects may be marketed:
- - financial, insurance, credit card, banking and related services and products; reward, loyalty or privileges programmes and related services and products;
 - 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 donations and contributions for charitable and/or non-profit making purposes;
- 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;

 - third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding or privileges programme providers or merchants
 - 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
- products, as the case may be; and (e) charitable or non-profit making organisations; 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.

TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGAMMING INTERFACES ("API")

The Bank may, in accordance with the data subject's factor is tructions to the Bank or third party service providers engaged by the data subject, transfer data subject's data to third party service providers using the Bank's API for the purposes notified to the data subject by the Bank or third party service providers and/or as consented to by the data subject in accordance with the Ordinance. 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;

 - to require the Bank to correct any data relating to him which is inaccurate; 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;
 - 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - correction requests to the relevant credit reference agency(les) or debt collection agency(les); and 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)).
- final settlement of amount in default lasting in excess of 60 days (if any)). 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 9 (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. 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 9 (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.
- 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.

 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
- 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).
- 15. Nothing in this Notice shall limit the rights of data subjects under the Ordinance

Effective Date: 15 June 2014 (Updated in May 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

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