



## Terms and Conditions for Hang Seng Business e-Banking WeChat Service

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU REGISTER FOR THE HANG SENG BUSINESS E-BANKING WECHAT SERVICE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE HANG SENG BUSINESS E-BANKING WECHAT SERVICE.

These Terms and Conditions for Hang Seng Business e-Banking WeChat Service (these "**Terms and Conditions**") shall apply in connection with and govern the use of the Bank's Business e-Banking WeChat Service.

### 1. Definitions and Interpretation

#### 1.1. In these Terms and Conditions:

"**Account**" means any bank account (including without limitation any deposit account, loan account, card account, securities account, investment funds account, gold account and any account offered by the Bank, and whether as a sub-account under an integrated account or a standalone account) held in the name of the Customer with the Bank;

"**Bank**" means Hang Seng Bank Limited, including its successors and assigns;

"**Binding**" means the action of linking a Designated WeChat Account with any of the Customer's business profile(s) in respect of the Bank's Business e-Banking Service which is performed by the Customer's representative through the Hang Seng Commercial Banking WeChat Official Account or by such other means specified by and acceptable to the Bank, and "**Bind**" and "**Bound**" shall be construed accordingly;

"**Business e-Banking WeChat Service**" means the banking services provided by the Bank using WeChat as a channel from time to time subject to these Terms and Conditions;

"**Customer**" means the Bank's customer which uses or requests for using the Business e-Banking WeChat Service or the Bank's customer which agrees to be bound by these Terms and Conditions;

"**Designated WeChat Account**" means the WeChat user account with which the Customer's representative Binds or attempts to Bind a Customer's business profile in respect of the Bank's Business e-Banking Service;

"**Electronic Device**" means the device of the Customer or its representative (including mobile telephone, computer and any other electronic media and/or equipment) for receiving or delivering any communication from or to the Bank under the Business e-Banking WeChat Service;

"**Electronic Message**" means any message, notice and/or other communication in connection with or in relation to one or more Accounts(s), any transactions or any products or services offered by the Bank, as may from time to time sent by the Bank to the Customer under the Notification Service of the Business e-Banking WeChat Service;

"**Follow**" means subscribe to the Official Account in respect of the WeChat service, and

"**Followed**" shall be construed accordingly;



"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Notification Service**" means the notification service provided by the Bank under the Business e-Banking WeChat Service, subject to these Terms and Conditions and more particularly described in Clause 3 below;

"**Official Account**" means the Hang Seng Commercial Banking WeChat Official Account of the Bank opened and maintained by the Bank with WeChat in respect of the WeChat service;

"**Service Provider**" means any entity that provides the WeChat service; and

"**Unbinding**" means the termination of the linkage between a Designated WeChat Account and the Customer's relevant Bound business profile in respect of the Bank's Business e-Banking Service which is performed by the Customer's representative through the Bank's Business e-Banking Service or by such other means specified by and acceptable to the Bank, and "**Unbind**" and "**Unbound**" shall be construed accordingly.

1.2 Unless contrary indication appears:

- a. any reference to these Terms and Conditions to words importing the singular include the plural and vice versa and words denoting any gender includes all genders; and
- b. any reference to these Terms and Conditions to "including" or "includes" means including or includes without limitation.

**2. Supplemental to Other Terms**

- 2.1.** These Terms and Conditions are in addition to and supplemental to, but do not replace, any other terms and conditions applicable to any Account, the Customer, the Bank's services or products or the use of the Bank's Official Account. The Customer is advised to re-read such terms and conditions in conjunction with these Terms and Conditions before registering for or using or continuing to use the Bank's Business e-Banking WeChat Service. By registering for or using or continuing to use the Business e-Banking WeChat Service, the Customer shall be deemed to have accepted and will be bound by (a) these Terms and Conditions and (b) our Privacy Policy Statement and our Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which are set out in the Schedule hereto and are incorporated into these Terms and Conditions by reference.
- 2.2.** If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to the Customer's use of the Business e-Banking WeChat Service) prevail to the extent that there is a contradiction.
- 2.3.** The Customer acknowledges and agrees that the provision and use of the Bank's Business e-Banking WeChat Service shall also be subject to any applicable laws, rules, regulations, orders, directions, guidelines, codes, notices or restrictions (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body from time to time, and any applicable service terms and rules in respect of the WeChat service.

**3. Business e-Banking WeChat Service**

- 3.1.** The Bank has the right to determine from time to time the scope and features of the Business e-Banking WeChat Service to be made available (including the type and scope of transaction for which the Bank will provide service, and the timing and frequency of providing the service) and the Bank may cancel, withdraw, suspend, vary, expand, or reduce the Business e-Banking WeChat Service at any time without giving prior notice or reason.



- 3.2. Unless the Bank otherwise agrees, the Bank will only provide the Business e-Banking WeChat Service in respect of the Bank's Business e-Banking Service provided to the Customer.
- 3.3. The Customer acknowledges that the relevant Customer's representative shall Follow the Official Account and perform Binding before the Bank may provide the Business e-Banking WeChat Service to the Customer.
- 3.4. Each of the Customer's business profiles in respect of the Bank's Business e-Banking Service can only be Bound to one Designated WeChat Account at a time. After Binding, if the Customer's relevant business profile in respect of the Bank's Business e-Banking Service is Bound to another Designated WeChat Account, the original Designated WeChat Account will be automatically Unbound and the Customer will receive the Business e-Banking WeChat Service via the new Designated WeChat Account.
- 3.5. After Binding, the Customer shall perform such acts as required by the Bank in order to activate the provision of the relevant Business e-Banking WeChat Service to the Customer in connection with the relevant Designated WeChat Account.
- 3.6. The Customer acknowledges that the Bank may not provide the Business e-Banking WeChat Service to the Customer through a Designated WeChat Account where, in the opinion of the Bank, the Designated WeChat Account is invalid or UnBound.
- 3.7. The Customer shall promptly notify the Bank of any changes to any information or documents provided to the Bank related to or for any purpose of the Business e-Banking WeChat Service.
- 3.8. The Customer shall perform Unbinding for the relevant Bound business profile in respect of the Bank's Business e-Banking Service if the Customer does not wish to continue using the Business e-Banking WeChat Service via the relevant Designated WeChat Account for that business profile or if the relevant Designated WeChat Account changes, is suspended or terminated or is no longer under the control of the relevant Customer's representative. Unfollow the Bank's Official Account does not mean that the Binding status has been cancelled or the Business e-Banking WeChat Service is terminated.
- 3.9. Without prejudice to Clause 2.1 above, the Bank may without notice suspend or terminate any or all of the Business e-Banking WeChat Service for any reason, including without limitation, invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by any telecommunications companies concerned or by the Service Provider, or if the Customer informs the Bank that any Designated WeChat Account is being accessed by unauthorized persons. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.

**Notification Service**

- 3.10. The Bank may provide Notification Service to the Customer under which the Bank sends to the Customer such kinds of Electronic Message as may from time to time shall be prescribed by the Bank (in its absolute discretion) via the relevant Designated WeChat Account.
- 3.11. Any Electronic Message sent by the Bank via the Business e-Banking WeChat Service to the relevant Designated WeChat Account shall be deemed to be delivered to the Customer at the time when the Electronic Message was sent by the Bank to the Service Provider, regardless of whether such Electronic Message is accepted by an information system outside the control of the Bank or whether such Electronic Message comes to the knowledge of the Customer.
- 3.12. The Customer acknowledges that any information in any Electronic Message is for the Customer's reference only, is not binding on the Bank, and shall not be relied upon nor be taken as conclusive evidence of the matter to which it relates by the Customer or any other person.



- 3.13. Unless the Bank otherwise agrees or provides, any Electronic Message sent by the Bank to the Customer is one-way communication and the Customer and its representative should not reply to such Electronic Message. If the Customer receives any Electronic Message which purports to request for any reply or any account or security details such as passwords, the Customer shall report to the Bank immediately.
- 3.14. The Customer acknowledges that all Electronic Messages will be displayed in such language(s) which the Bank may provide from time to time at the Bank's absolute discretion.
- 3.15. Unless the Bank otherwise agrees or provides, any Electronic Message will be sent to the Customer once only. The Customer shall check the relevant Designated WeChat Account regularly for any Electronic Message.
- 3.16. The Customer and its representatives and any other persons receiving any Electronic Message should not regard any information or communication contained therein as an offer or solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions
- 3.17. In order to provide the Notification Service, the Bank will access the WeChat Open ID of the relevant Designated WeChat Account and store such WeChat Open ID in the Customer's relevant business profile in respect of the Bank's Business e-Banking Service. When the Bank sends an Electronic Message to the Customer via the relevant Designated WeChat Account, the Bank will provide the WeChat Open ID of such Designated WeChat Account and the Electronic Message to the WeChat Service Provider, and after verification, the WeChat Service Provider will send the Electronic message to the Customer via such Designated WeChat Account.

#### **4. Use of Customer and Customer Representative's Information**

- 4.1. By performing Binding, the relevant Customer's representative agrees and authorizes the Bank to link the relevant Designated WeChat Account of such Customer's representative (identified by the WeChat Open ID of such Designated WeChat Account) with such Customer representative's personal data, the Customer's relevant business profile in respect of the Bank's Business e-Banking Service and all other details and information relating to the Customer's transactions or dealings with the Bank and use all such information for the purposes of providing the Business e-Banking WeChat Service to Customer.
- 4.2. The Customer's representative acknowledges and agrees that the WeChat Open ID of the relevant Designated WeChat Account of such Customer's representative, such Customer representative's personal data, the Customer's relevant business profile in respect of the Bank's Business e-Banking Service, Electronic Messages, and Binding and Unbinding instructions will be used and retained by the Bank (and may be transferred to service providers of the Bank) for the purposes of providing the Business e-Banking WeChat Service and related customer services, conducting statistical analysis, and for other purposes as set out in the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance.

#### **5. Security**

- 5.1. The Customer agrees that the Business e-Banking WeChat Service is for the Customer's sole and exclusive use and the Customer shall not allow any unauthorized person to access or use the Business e-Banking WeChat Service.
- 5.2. It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Business e-Banking WeChat Service by the Customer and its representative, and to adopt proper safeguards against improper use by unauthorized persons or for unauthorized purposes.



- 5.3. The Customer is responsible for the security of the Electronic Device and the relevant Designated WeChat Account and must take all reasonable precautions to prevent any unauthorized person from accessing or using the Business e-Banking WeChat Service.
- 5.4. The Customer shall ensure that the Electronic Device is not tampered with (e.g. rooted, hacked, jail-broken, etc.).

## 6. Other Acknowledgements, Warranties and Undertakings

- 6.1. The Customer shall, at the Bank's request, execute such documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Business e-Banking WeChat Service to the Customer.
- 6.2. The Customer acknowledges that the Service Provider and any third parties who support the Business e-Banking WeChat Service are neither the Bank's agencies nor representing the Bank. There is no partnership or joint venture between any of them with the Bank. The Bank shall not be responsible for any acts or omissions of the Service Provider and any such third parties.
- 6.3. The Customer acknowledges and agrees that the Service Provider or any third parties which support the Business e-Banking WeChat Service may be able to have access to the information communicated under the Business e-Banking WeChat Service.
- 6.4. The Customer acknowledges and agrees to be solely responsible and bound by any terms and conditions imposed by the Service Provider or any third parties which support the Business e-Banking WeChat Service and the Bank shall not be liable for any breaches of any such terms and conditions committed by the Customer or its representative.
- 6.5. The Customer acknowledges that the Electronic Device should be properly installed with the Bank's approved App of WeChat with the Official Account Followed and have proper internet connection before the Electronic Device may receive or deliver any communication under the Business e-Banking WeChat Service.

## 7. Fees

- 7.1. The Bank reserves the right to charge any fees or revise any charging structure and/or charge additional charges from time to time by notice to the Customer in relation to the Business e-Banking WeChat Service.
- 7.2. The Customer shall bear any fees, charges or expenses which may be imposed by the Service Provider or any third parties in relation to the relevant Designated WeChat Account or the Electronic Device (including data usage) in connection with the Business e-Banking WeChat Service.

## 8. Restriction of Liabilities

- 8.1. If the Bank can show that an Electronic Message was sent to the Service Provider, the Bank has no liability to the Customer if the Customer suffers losses due to such Electronic Message not being received accurately or at all.
- 8.2. The Bank will not be liable for any disclosure of Customer or confidential information not herein authorized where the Customer or its representative has not complied with any provision of these Terms and Conditions.
- 8.3. The Bank does not assume any liability or responsibility (unless the following is caused solely and directly by the Bank's gross negligence or wilful default) to the Customer or any other person for any losses, damages or consequences arising from or in connection with:
  - a. any interruption, suspension, delay, error, loss, mutilation or other failure in providing the Business e-Banking WeChat Service howsoever caused;
  - b. any mechanical failure, power failure, malfunction, or installation in connection with the Business e-Banking WeChat Service; or
  - c. any losses caused by the Service Provider or any third parties in connection with the Business e-Banking WeChat Service (including without limitation, any acts or omissions)



- of the Service Provider or any third parties in relation to the access, use, retention, disclosure or processing of the Electronic Messages or other personal data of the Customer or its representative and relevant security controls, whether authorized or unauthorized and whether or not in accordance with the data privacy policy of the Service Provider); or
- d. any unauthorized or accidental access, use or disclosure of the Electronic Messages or other personal data of the Customer or its representative during their transmission.
- 8.4.** Without prejudice to Clause 6.3 above, the Bank will not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error or failure in such information. In particular, the Bank shall not assume any liability or responsibility for the consequences arising from any cause beyond the Bank's reasonable control including without limitation, failure of the Electronic Device to receive information for whatever reason, suspension or termination of any of the WeChat services, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or inaccuracy of equipment or installation. For the avoidance of doubt, the Bank assumes no liability that results from any act or omission of the Service Provider.
- 8.5.** The Bank will not be responsible for any losses or damages caused to the Customer's data, software, Electronic Device, telecommunications equipment or other equipment as a result of the Customer's use of the Business e-Banking WeChat Service unless such loss or damage is caused solely and directly by the Bank's gross negligence or wilful default.
- 8.6.** The Customer undertakes to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank's agreeing to provide the Business e-Banking WeChat Service to the Customer.
- 8.7.** It is the Customer's sole responsibility to verify any information received under the Business e-Banking WeChat Service. The Bank does not assume any liability (whether in tort, contract or otherwise) for any reliance on any such information by the Customer or any other person.

## **9. Variation of Terms**

These Terms and Conditions may, at the Bank's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in the Bank's premises or in the Bank's statement to the Customer or by such other method as the Bank may decide.

## **10. Assignment**

The Bank may at any time assign or transfer any or all of the Bank's rights and obligations hereunder to any person without the Customer's agreement. The Customer is not allowed to assign or transfer any of the Customer's rights or obligations hereunder to any person unless with the Bank's prior written agreement.

## **11. Severability and Waiver**

- 11.1.** If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
  - the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.
- 11.2.** A waiver by the Bank of any provision of these Terms and Conditions will not be effective unless given in writing and only to the extent that it is expressly stated to be given. A failure, delay or indulgence by the Bank in exercising any of its right or remedy will not operate as a waiver of that right or remedy. A single or partial exercise of any right or



remedy by the Bank does not preclude any further exercise of that power or right or any other power or right.

#### **12. Third Party Rights**

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Party) Ordinance to enforce or enjoy the benefit of any provision of these Terms and Conditions.

#### **13. Governing Law and Jurisdictions**

These Terms and Conditions are governed by and will be construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

#### **14. Governing Version**

The Chinese version of these Terms and Conditions is for reference purpose only. In case of discrepancies between the English and Chinese versions, the English version shall prevail unless otherwise provided herein.

### **Schedule**

#### **Part 1 – Privacy Policy Statement**

Our business has been built on the trust and confidence our customers place in us. To preserve the confidentiality of all information you provide to us, we maintain the following privacy principles:

1. We only collect your personal information that we believe to be relevant and required to understand your financial needs and to conduct our business.
2. We use your personal information to provide you with better services and products.
3. We may pass your personal information to other HSBC Group companies or agents, as permitted by law.
4. We will not disclose your personal information to any external organisation unless we have your consent or are required by law or have previously informed you.
5. We may be required, from time to time, to disclose your personal information to Governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority.
6. We aim to keep your personal information on our records accurate and up-to-date.
7. We maintain strict security systems designed to prevent unauthorised access to your personal information by anyone, including our staff.
8. All HSBC Group companies, all our staff and all third parties with permitted access to your personal information are specifically required to observe our confidentiality obligations.

By maintaining our commitment to these privacy principles, we will ensure that we respect the inherent trust that you place in us.

In addition to our duty of confidentiality to customers, we shall at all times observe our obligations under the Personal Data (Privacy) Ordinance of the Hong Kong SAR in collecting, maintaining and using the personal data of customers.

If you do not wish us to use or provide to other persons your personal data for use in direct marketing, you may exercise your opt-out right by notifying us.

This Account will not store information about your personalized settings, but WeChat may collect or store your information. Please refer to WeChat's "Privacy Policy" or reach WeChat for more details.

### **Contact Us**



Request for access to your personal data or for correction of your personal data or for information regarding our policies and practices on personal data and the kinds of personal data held by us should be addressed to:

Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong SAR  
Fax : (852) 2868 4042

## Part 2 – Hang Seng Bank Limited Notice to Customers and Other Individuals relating to the Personal Data (Privacy) 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) 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.