

Please read all of these Terms and Conditions carefully before browsing the information and articles contained in this WeChat Account.

Release date of English Version: 24 Apr 2018

(Please note that a new clause, Clause 10.1, has been added to Section 10 'Governing version and variation of these Terms and Conditions' of the Chinese version of these Terms and Conditions)

This Hang Seng Hong Kong Personal Banking WeChat Account ("Account") is an Official Account opened by Hang Seng Bank Limited ("the Bank" or "we", which includes our successors and assigns) on WeChat. By following our Account or browsing the content contained in the Account, you agree to (i) these Terms and Conditions; and (ii) the Important Notice and our Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which are incorporated into these Terms and Conditions by reference.

- 1. Service charges, data charges (including roaming charges) and any other charges imposed by WeChat, your mobile service provider and any third parties may apply. You are responsible for these charges.
- 2. Licensed rights and restrictions
 - 1. The content contained in the Account is solely for your personal use.
 - 2. You shall not use the contents in the Account for any purpose which is unlawful, abusive, libelous, obscene, threatening or inappropriate in any other way.
- 3. Trade marks and copyright
 - 1. All trade marks, logos and service marks in the Account (including but not limited to "HANG SENG" and "恒生" trade marks) are owned by the Bank and you are prohibited from using them without our prior written consent.
 - 2. All contents in the Account (including any text, graphics, links and sounds) are protected by copyright. You are prohibited from modifying, reproducing, storing in a retrieval system, transmitting (in any form or by any means), copying, distributing, re-using, re-posting, reverse-engineering, decompiling, using for creating derivative works or in any other way for commercial or public purposes any part of such contents and related materials without our prior written consent.

4. Disclaimer

1. While care has been taken in preparing the information and materials contained in the Account, such information and materials are provided to you on an "as is" or "as available" basis. We do not give any warranty or representation of any kind, whether express or implied. In particular, we do not give any warranty or representation regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus, Trojan horses, worms, software bombs or similar items ("Disabling Codes") in relation to the Account or any of the information and materials contained in the Account. You are solely responsible for ensuring adequate protection and back up of data and/or equipment for your mobile device, including taking reasonable and appropriate precautions. We are not

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- responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result of or in connection with any of the matters set out in this clause.
- 2. Information sent over the Internet cannot be guaranteed to be completely secure. We are not responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result of or in connection with any delay, loss, diversion, interception, alteration or corruption of any message sent to or received from the Bank at your request, over the Internet. We are not responsible in any manner for any direct, indirect, special or consequential damages which you may incur or suffer arising from or in connection with the use of the Account.
- 3. Communication over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or any other reason.
- 4. The Account is opened at WeChat. The Bank cannot make any representation, guarantee, warranty or agreement of any kind as to the function, quality, security or applicability of WeChat. The Bank cannot warrant that there will be no interruption, delay or mutilation in browsing the Account or that there will be no leakage of any personal information, failure of transaction or information error caused by WeChat (such as any problem with its user platform). The Bank does not assume any liability or responsibility for any failure to browse the contents contained in the Account or any loss, damage or expenses of any kind which you may incur or suffer due to any factors beyond our reasonable control, including any equipment failure or malfunction, any act or omission of WeChat or any third parties, electricity suspension or lack of equipment, installation or facilities.
- 5. Browsing and using this Account are subject to all applicable terms and policies prescribed by WeChat from time to time. Those terms and policies are the agreement between you and WeChat. The Bank does not have any control over WeChat. We do not assume any responsibility for any act or omission of WeChat (including but not limited to the collection, retention, use, transfer or processing of your personal information, your message or your content by WeChat, and the access and/ or use of your relevant equipment by WeChat).
- 6. We are not obliged to notify you the applicable terms and policies prescribed by WeChat from time to time. You are required to ascertain and observe those terms and policies. The Bank has the right to amend these Terms and Conditions in accordance with those terms and policies.

5. Third party websites or resources

1. The Account may offer access to general financial and market information, news services, market analysis, product information and marketing materials prepared and/or issued by persons other than the Bank (together, "Third Party Information") and may provide reports compiled from Third Party Information in any form, medium or means. The Third Party Information may be provided in the Account or accessible via hyperlinks in the Account to third party websites or resources ("Third Party Websites"). The contents, accuracy, completeness, timeliness, opinions or views expressed, and other links provided via the Third Party Information or at these Third Party Websites are not investigated, verified, monitored, or endorsed by the Bank. The Bank expressly disclaims any responsibility for the contents, their

- availability or errors or omission of Third Party Information found on the Account or any of the Third Party Websites that link to or from the Account.
- 2. You are solely responsible for making all enquiries and investigation before proceeding with any online or offline access or dealing with any person through the Third Party Websites. You understand and accept that all activities conducted by you via or in the Account are at your own risk. We do not warrant the security of any information that you may forward or provide to any person via the Third Party Websites. You irrevocably waive any claim against the Bank for any loss, damage or expenses which you may incur or suffer arising from or in connection with any access to or interaction with any of the Third Party Websites via the Account.
- 3. Hyperlinks to other Hang Seng Bank Group websites or mobile applications ("Group Websites and Applications") may be included in the Account for your convenience. The products and services offered on the Group Websites and Applications may be limited to persons located or residing in a specified jurisdiction. In addition, the contents on the Group Websites and Applications may not be intended for persons located or residing in any jurisdiction that prohibits or restricts the distribution of such contents. The terms and conditions governing the use of the Group Websites and Applications offered by each Hang Seng Bank Group entity may differ. You should carefully read the terms and conditions applicable to each of the Group Websites and Applications before using or downloading them.

6. Your responsibilities

- 1. You are responsible for all claims, damages, liabilities, fees, charges, costs and expenses of any kind arising from:
 - 1. your use of the content contained in the Account;
 - 2. our reliance on the information provided by you for providing the Account; and
 - 3. any breach by you of these Terms and Conditions, any intellectual property or other right of the Bank or any other person.
- 2. You are responsible for preventing, safeguarding and ensuring that no Disabling Code is uploaded, transmitted or installed onto or via the Account.

7. Fees and charges

- 1. Browsing the content contained in the Account is free of charge.
- 2. The Bank reserves the right to charge any fees for browsing the content contained in the Account. Details will be announced through our branches, company website, the Account etc. three months before the fees are to be charged. No individual notice to you will be provided.

8. Termination

1. We have the right to terminate your licence to browse or use the content contained in the Account immediately without giving you notice or reason if:

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- 1. you have seriously or persistently breached any of the terms of these Terms and Conditions; or
- 2. we know or reasonably suspect you have committed or are about to commit fraud or any other illegal or improper act; or
- 3. you are not eligible or entitled to browse the content contained in the Account for any reason; or
- 4. if the Account is withdrawn by WeChat for any reason.
- 2. You may terminate your licence to browse or use the content contained in the Account at any time by deleting or stop following the Account.
- 9. Governing law and jurisdiction
 - 1. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the HKSAR.
 - 2. You submit to the non-exclusive jurisdiction of the courts of the HKSAR.
 - 3. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.
- 10. Governing version and variation of these Terms and Conditions
 - 1. 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.
 - 2. We have the right to vary the provisions of these Terms and Conditions and/or the Important Notice and/or our Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance from time to time and notify you of the variations in the Account. You are required to notice, read and accept the variations before continuing to browse the content contained in the Account. If you do not accept the variations, you should cease to follow the Account. By continuing to follow or browse the Account, you agree to be bound by these terms as revised.

Important Notice, Disclaimer and Risk Warning

Important Notice

By following this Account you agree to the terms and policy statement set out below and by continuing to browse the content contained in this Account following the posting of any changes to these terms will signify your consent to the changes made.

General

This Account is primarily intended for those who browse it from within Hong Kong. Products and services referred to in this Account are offered only in jurisdictions where and when they may be lawfully offered by the Hang Seng Bank Group ("the Bank" or "we"). This Account and the contents in this Account are not intended for

any persons located or residing in any jurisdiction which prohibits or restricts the distribution of this Account and/or its content. Persons browsing the content contained in this Account are required to investigate themselves and observe any applicable restrictions.

The content contained in this Account is not and should not be regarded as an offer, solicitation, or recommendation to any person in a jurisdiction to buy or sell investment products to or take deposits from that person if it is unlawful to make such an invitation, offer, solicitation or recommendation in that jurisdiction.

The information contained in this Account is not and is not intended to provide investment or other professional advice. Persons browsing and using the content contained in the Account should obtain advice from their own professional adviser as appropriate.

The Bank has discretion whether or not to provide any information, products or services described in this Account to any person. Any information, products or services described in this Account may be withdrawn or amended at any time without advance notice at the discretion of the Bank.

Security reminder

The Bank maintains strict security standards and procedures to prevent unauthorised access to information about you. The Bank will never contact you by WeChat message, email or other means and ask you to provide or validate your personal information such as your user ID, account number or password. If you receive such a request, you should contact the Bank at 2822 0228. Please communicate with the Bank through our official website domain address (www.hangseng.com) and not through any hyperlink embedded in any e-mail.

You should never disclose any personal data which may enable your identity to be directly or indirectly ascertained, including but not limited to account number, internet username, PIN, password or identity card number, in the conversation bar of this Account.

Please also refer to our security reminders which may be updated from time to time.

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

Disclaimer

Information and services provided in this Account are offered only to Hong Kong residents. All information and services provided herein are solely for personal and non-commercial use and for general information and reference only. Re-distribution of any part by any means is strictly prohibited. The information provided in this Account does not intend to and should not be regarded as an offer, solicitation or recommendation to buy or sell investment products in any jurisdiction to any person to whom it is unlawful to make such an invitation, offer, solicitation or recommendation in such jurisdictions. General financial and market information, news services and market analysis prepared and/or issued by persons other than the Bank and/ or the Bank

(together "Market Information") contained herein does not intend to and should not be regarded as an offer or solicitation or recommendation to buy or sell any investment products. The information contained herein is for general information and reference purposes only and is not intended to provide professional investment or other advice. It is not intended to form the basis of any investment decision. Persons browsing the content contained in this Account should not make any investment decision based solely on the information and services provided herein. Before making any investment decision, persons browsing the content contained in this Account should take into account his/her own circumstances including but not limited to his/her financial situation, investment experience and investment objectives, and should understand the nature, terms and risks of the relevant investment products. Persons browsing the content contained in this Account should obtain appropriate professional advice where necessary. Hang Seng Bank Limited (the "Bank") does not guarantee the accuracy and reliability of the Third Party Information and Market Information provided herein and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omission.

About Market Information

The documents or videos are provided by the Bank or Hang Seng Investment Services Limited ("HSIS") for reference and information purposes only. The documents or videos do not constitute, nor are they intended to be, nor should they be construed as any advice, offer or solicitation to deal in any of the securities or investments mentioned herein. Re-distribution or adaptation in whole or in part of the documents or videos by any means or in whatever form is strictly prohibited. The documents or videos are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution would be contrary to law or regulation.

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The securities or investments referred to in the documents or videos may not be suitable for all investors. No consideration has been given to any particular investment objectives or experience, financial situation or other needs of any recipient. Accordingly, no representation or recommendation is made and no liability is accepted with regard to the suitability or appropriateness of any of the securities and/or investments referred to herein for any particular person's circumstances. Investors must make investment decisions in light of their own investment objectives, financial position and particular needs and where necessary consult their own professional advisers before making any investment. The documents or videos are not intended to provide any professional advice and should not be relied upon in that regard.

Investment involves risks. Investors should note that value of securities and investments can go down as well as up and past performance is not necessarily indicative of future performance. Foreign investments carry additional risks not generally associated with investments in the domestic market, including but not limited to adverse changes in currency rate, foreign laws and regulations. The documents or videos do not and are not intended to identify any or all of the risks that may be involved in the securities or investments referred to herein. Investors should read and fully understand all the offering documents relating to such securities or investments and all the risk disclosure statements and risk warnings therein before making any investment decisions.

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Risk Warning

All investments involve risks. Prices of securities, foreign exchange, commodity and investment products may go up or down and may become valueless. Investors should read the relevant risk disclosure statement, offering/product document and terms and conditions in detail before making any investment decision.

Currency Risk

Foreign Exchange involves Exchange Rate Risk. Fluctuations in the exchange rate of a foreign currency may result in gains or losses in the event that the customer converts HKD to foreign currency or vice versa.

RMB Currency Risk

Renminbi ("RMB") is subject to exchange rate risk. Fluctuation in the exchange rate of RMB may result in losses in the event that the customer subsequently converts RMB into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. RMB is currently not freely convertible and conversion of RMB may be subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice). The actual conversion arrangement will depend on the policy, regulatory requirements and/or restrictions prevailing at the relevant time.

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, and (iii) 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) marketing services, products and other subjects (please see further details in paragraph 7 below);
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
 - (x) meeting 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;
 - (xi) 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;
 - (xii) 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;
- (xiii) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
- (xiv) 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;
- (xv) exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
- (xvi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and(xvii) 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;

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- (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

The Bank intends to use a data subject's data in direct marketing and the Bank requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing;
- (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 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 December 2016)

* 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://bank.hangseng.com/1/PA_1_2_S5/content/pws/common/pdfs/notice_e_2013.pdf

請在瀏覽本微信帳號內的資訊或文章前細閱本條款及細則的全部內容。

修訂日期: 2018年4月24日

(新增/ 改動條文:新增本條款及細則中文版本之第十節 <本條款及細則的有效文本及修改>第一條)

本恒生個人理財 WeChat 帳號 (「本帳號」)為恒生銀行有限公司 (「本行」‧包括本行的繼承人及受讓人)於 WeChat 開立的官方帳號。閣下「關注」本帳號或瀏覽本帳號所載之內容‧即表示閣下同意(i)本條款及細則;及(ii)藉提述而被納入本條款及細則的重要聲明及本行的致各客戶及其他個別人士關於個人資料(私隱)條例的通知。

1. WeChat、閣下的流動服務供應商及任何第三方可能會就閣下對 WeChat 的使用收取服務費用、數據傳輸費用(包括漫遊費用)或任何其他費用,該等費用由閣下自付。

2. 獲許可的權利及限制

- 1. 本帳號所載之內容僅為閣下作私人用途。
- 2. 閣下不可使用本帳號所載之內容作任何非法、濫用、誹謗、猥褻、恐嚇性或任何其他不適當用途。

3. 商標及版權

- 1. 本行為本帳號中的所有商標、標誌及服務標誌(包括但不限於「HANG SENG」及「恒生」商標)的擁有人,未經本行事先書面批准,閣下概不得使用。
- 2. 本帳號所載所有內容(包括任何文稿、圖像、連結及音響)均受版權保護。未經本行事先書面批准‧閣下不得將該等內容的任何部份及相關材料予以修改、複製、儲存於檢索系統、傳送(以任何形式或途徑)、製作副本、分發、重複使用、重貼、還原、解構、作為創作材料或用於其他商業或公開用途。

4. 免責聲明

- 1. 縱使本行於編製本帳號所載資訊及資料時已力求審慎 · 本帳號乃按「現狀」(as is) 或「按現有可予提供」(as available) 的基礎提供。本行概不作出任何形式(不論是明示或暗示)的保證或陳述。尤其是 · 本行並無就本帳號或任何載於本帳號的資訊及資料並非侵犯權利、保密、準確度、適用於個別目的之程度 · 或該等資訊及資料內不含有電腦病毒、木馬、蠕蟲、軟件炸彈或類似項目(「妨礙碼」)作出保證或陳述。閣下須自行負責確保閣下的流動設備有足夠保護及製作資料及 / 或儀器的備份 · 包括採取合理及適當的預防措施。閣下就本條款所列明的任何事宜或與之有關而產生或蒙受的任何種類的損失、損害或開支 · 本行概不負責。
- 2. 於互聯網上傳遞訊息並不保證完全保密。閣下透過互聯網向本行傳送訊息,或接收本行按閣下要求透過互聯網向閣下發出的訊息,如因任何延誤、丟失、轉向、被攔截、改動或訛誤或與之有關而產生或蒙受任何種類的損失、損害或開支,本行概不負責。就閣下因使用本帳號或與之有關而產生或蒙受任何直接、間接、特別或相應的損失,本行亦無須負責。
- 3. 互聯網通訊可能會因互聯網的開放性質或任何其他原因·或網上交通流量或數據傳送失誤而導致信息中斷、消失或傳送延誤。
- 4. 本帳號於 WeChat 開立,本行無法就 WeChat 的功能、品質、安全性或適用性做出任何類型的陳述、保證、擔保或約定。本行無法擔保對本帳號的瀏覽不會發生中斷、延遲或故障,或者 WeChat 平台、用戶端等的問題不會導致閣下個人資訊洩露、交易失敗、資料錯誤等事故。如由於本行合理控制範圍以外的因素,包括任何設備故障或

失靈、WeChat 或任何第三方的行為或疏忽、電力中斷或設備、安裝或設施不足、而導致閣下無法瀏覽本帳號所載之內容,或導致閣下蒙受任何種類的損失、損害或開支,本行概不負責。

- 5. 閣下瀏覽及使用本帳號須受 WeChat 不時訂定的所有適用條款和政策規限。該等條款和政策為閣下與 WeChat 訂立的協議。本行對 WeChat 並無控制權。就 WeChat 的任何行為或遺漏(包括 WeChat 如何收集、儲存、使用、轉移或處理閣下的個人資料、閣下傳送的訊息或閣下的內容,以及 WeChat 對閣下相關設備的取用及/或使用等),本行概不負責。
- 6. 對於 WeChat 不時訂定的適用條款和政策,本行沒有義務另行通知閣下,閣下應自行了解及遵守該等條款和政策,但本行有權根據該等條款和政策對本條款及細則作出修改。

5. 第三方網站或資源

- 1. 本帳號可能可瀏覽本行以外人士提供及/或刊發的一般理財及市場資訊、新聞服務、市場分析、產品資訊及市場推廣資訊 (合稱「第三方資訊」),亦可能提供以任何形式、媒體或途徑的第三方資訊編輯而成的報告。第三方資訊可能於本帳號提供或透過本帳號中的連結從第三方網頁或資源 (「第三方網頁」) 存取。第三方資訊提供的,或透過資訊中的連結提供的,或第三方網頁提供的內容、準確性、完整性、適時性或發表的意見或觀點,並未經由本行調查、核實、監察或認可。本行明確聲明不會對本帳號中所提供或任何與本帳號結連的第三方網頁的內容、其可供使用情況或第三方資訊的錯誤或遺漏承擔任何責任。
- 2. 閣下與第三方網頁作任何聯線或離線瀏覽或進行交易前,須自行負責一切所需的諮詢或調查。閣下明白及接受, 閣下透過或於本帳號進行的所有活動,其風險概由閣下承擔。本行並不對任何閣下可能透過第三方網頁提供或被要求提供予任何人士的資料的保安作出保證。閣下並被視為已不可撤回地放棄因透過本帳號瀏覽或接觸任何第三方網頁或與之有關而產生或蒙受的任何損失、損害或開支而對本行的一切索償。
- 3. 本帳號可能會包含連結至恒生銀行集團其他網站或應用程式(「集團網站及應用程式」),以方便閣下。集團網站及應用程式提供的產品及服務可能只限向身處或居於指定的司法管轄地區的人士提供。此外,集團網站及應用程式的內容可能在某些司法管轄地區被禁止或受到限制而不可發布,故此並無意向身處或居於該等地區的人士提供。恒生銀行集團每名成員提供的集團網站及應用程式的使用條款可能互有差異,閣下應先仔細查閱適用的使用條款,然後才使用或下載有關的集團網站及應用程式。

6. 閣下的責任

- 1. 凡因下述原因招致的全部申索、損害賠償、債務、收費、費用、成本及開支須由閣下承擔:
- 1. 閣下使用本帳號所載之內容;
- 2. 本行為提供本帳號倚賴閣下所提供的資訊;及
- 3. 閣下違反本條款及細則、侵犯本行或任何其他人士的任何知識產權或其他權利。
- 2. 閣下須負責防止、保障及確保妨礙碼不會被上載、傳輸或安裝致本帳號,亦不會透過本帳號上載、傳輸或安裝。

7. 收費標準

- 1. 瀏覽本帳號所載之內容暫不收費。
- 2. 本行保留就瀏覽本帳號所載之內容向客戶收取相關費用的權利。具體收費標準將提前三個月在本行營業網點、本 行網頁、本帳號等處進行公告,不再另行單獨通知閣下。

恒生銀行有限公司

8. 終止

- 1. 如有以下情形,本行有權立即終止閣下瀏覽及使用本帳號所載之內容的許可而無須給予閣下通知或原因:
 - 1. 閣下嚴重或屢次違反本條款及細則中的任何條款;
 - 2. 本行得悉或合理懷疑閣下進行或有意進行欺詐行為或任何非法或不當行為;
 - 3. 閣下因任何原因無權或不符合資格瀏覽本帳號所載之內容:或
 - 4. WeChat 因任何原因撤銷本帳號。
- 2. 閣下可藉刪除或停止「關注」本帳號而隨時終止瀏覽及使用本帳號所載之內容的許可。
- 9. 管轄法律及司法管轄權
 - 1. 本條款及細則受香港特別行政區法律管轄,並按此詮釋。
 - 2. 閣下接受香港特別行政區法院的非專屬司法管轄權管轄。
 - 3. 本條款及細則可在任何具司法管轄權的法院强制執行。
- 10. 本條款及細則的有效文本及修改
 - 1. 本條款及細則的中文版本僅供參考之用。若英文版本和中文版本之間有任何抵觸,應以英文版本為準。
 - 2. 本行有權不時修改本條款及細則、重要聲明及/或本行[致各客戶及其他個別人士關於個人資料(私隱)條例的通知]的條款,並會在本帳號公告有關修改。閣下須不時留意、細閱並接受有關修改方可繼續瀏覽本帳號所載之內容。如閣下不接受有關修改,閣下應不再關注本帳號。閣下仍繼續關注或瀏覽本帳號,即表示同意受經修訂的該等條款所約束。

重要聲明、免責聲明及風險聲明

重要聲明

閣下「關注」本帳號即表示同意當中所列出之責任及政策聲明。如閣下於該等條款作出修訂後,繼續瀏覽本帳號所載之 內容,即視為閣下已接受有關修訂。

一般聲明

本帳號所載之內容主要旨在提供予任何人士於香港境內瀏覽。在本帳號中提及的產品及服務,恒生銀行集團(「**本行**」) 只向按當時法律可合法提供的地區提供。本行無意向任何置身或居住於禁止或限制本行發放本帳號及/或其內容的地區 的人士,提供本帳號及其內容。瀏覽本帳號所載之內容的人士,必須自行調查及遵守任何適用限制。

如在任何地區向任何人士作出買賣投資產品或接受存款的要約、招攬或建議屬非法,則本帳號不是亦不應被理解為在該 地區對該名人士作出該等要約、招攬或建議。

本帳號所包含的資料並非亦無意提供投資或其他專業意見。瀏覽及使用本帳號所載之內容的人士應向本身的專業顧問尋求適當的意見。

本行可酌情提供或拒絕提供本帳號內提述的任何資料、產品或服務予任何人士。本行可酌情決定隨時撤回或修改本帳號 內提述的任何資料、產品或服務,而無須事先通知。

保安提示

本行採納高度安全標準及程序以防止有關閣下的資料被未經授權取得。本行絕對不會以 WeChat 訊息、電郵或其他方式聯絡閣下,要求閣下提供或認證閣下的個人資料,例如閣下的使用者名稱、戶口號碼或密碼等。如閣下收到此等要求 閣下應致電 28220228 聯絡本行。閣下請透過本行官方網站網域地址(www.hangseng.com)與本行聯繫,而非透過包含在任何電郵內的任何連結。

閣下切勿在本帳號之對話欄內透露任何可直接或間接辨識身份的個人資料,包括但不限於您的賬戶號碼、網上理財登入 名稱、密碼或身份證號碼。

此外,請閣下查閱本行不時更新的保安提示。

私隱政策聲明

本行業務建基於客戶對本行的信賴及信心。本行實施以下私隱原則、為閣下向本行提供的一切資料保密:

- 1. 本行只會收集本行認為就了解閣下財務需要及營運本行業務而需要及相關的個人資料。
- 2. 本行運用閣下的個人資料,以向閣下提供更佳的服務及產品。
- 3. 本行可能將閣下的個人資料轉交滙豐集團其他成員或代理機構,但會依法進行。
- 4. 本行不會向任何外界機構披露閣下的個人資料,除非已獲閣下同意,或按法律要求進行,或事前已通知閣下。
- 5. 本行可能不時被要求向政府部門、司法機構或本行的監管機構披露閣下的個人資料,但本行只會在恰當權限下進行。
- 6. 本行致力保持本行記錄中的閣下個人資料準確及最新。
- 7. 本行維持嚴格保安系統,以提防任何人士(包括本行職員)未經授權取得閣下的個人資料。
- 8. 本行明確要求所有獲准取得閣下個人資料的滙豐集團成員公司、本行職員及第三方,均須遵守本行的保密責任。

本行奉行上述私隱原則,以體現本行對閣下信任本行的重視。

本行除對客戶有保密責任外·無論於收集、維護及使用客戶個人資料時·本行均會恪守本行根據個人資料(私隱)條例的責任。

如閣下不希望本行使用閣下之個人資料或將閣下之個人資料提供予其他人士作直接促銷用途,閣下可通知本行行使閣下之選擇權拒絕促銷。

本帳號不會儲存閣下的個人化設定。惟 WeChat 可能收集或儲存閣下的資料,請參閱 WeChat 的《私隱保護指引》或向 WeChat 查詢詳情。

與我們聯絡

任何關於閣下的個人資料查閱或更正、或索取關於本行的個人資料政策及守則及本行持有個人資料類別的要求·應向下列人士提出:

香港德輔道中83號 恒生銀行有限公司 資料保護主任

傳真: (852) 28684042

免責聲明

此帳號之內容及服務只提供予香港市民·並只供作個人及非商業用途及僅供參考之用·客戶不得以任何方式將任何資料發放予他人。倘在任何地區向任何人士作出買賣投資產品的要約、招攬或建議乃屬違法·則此帳號內所提供的資料不擬亦不應被視為向該等地區進行該等要約、招攬或建議。此帳號內由本行及/或本行以外人士提供及/或刊發的一般理財及市場資訊及市場分析(「市場資訊」)·不擬亦不應被視為買賣投資產品的要約、招攬或建議。此帳號所包含的資料僅供一般參考及作資料之用及不擬提供作為專業投資或其他意見·亦不擬構成投資決定的基礎。瀏覽此帳號所載之內容之人士不應單獨基於在此提供的資料及服務而作出任何投資決定。在作出任何投資決定前·瀏覽此帳號所載之內容之人士應考慮本身的情況·包括但不限於自己的財政狀況、投資經驗及投資目標·並應明白相關投資產品之性質、條款及風險。瀏覽此帳號所載之內容之人士·在需要時應尋求適當之專業意見。恒生銀行有限公司(「本行」)對於此帳號提供的第三方資訊及市場資訊之準確性及可靠性概不作出任何保證·亦毋須就由於任何不確或遺漏而導致之損失或損害負責(不論屬侵權或合約或其他方面)。

有關市場資訊

有關文件或片段由本行或恒生投資服務有限公司(「恒生投資服務」)提供,惟僅供參考之用。有關文件或片段並不構成,亦無意作為,也不應被詮釋為專業意見,或要約或游說投資於有關文件或片段內所述之任何證券或投資項目。透過任何途徑或以任何方式再次發放或改編有關文件或片段或其中任何部分,均在嚴禁之列。有關文件或片段無意向發放有關文件或片段即觸犯法例或規例的司法權區或國家的任何人士或實體發放,亦無意供該等人士或實體使用。

有關文件或片段所載資料乃根據本行或恒生投資服務認為可靠的資料來源而編製·惟該等資料來源未經獨立核證。在有關文件或片段表達的預測及意見只作為一般的市場評論·並不構成投資意見或保證回報。該等預測及意見為本行或恒生投資服務或提供有關文件或片段的(一位或多位)講者於有關文件或片段發放時的意見·可作修改而毋須另行通知。本行或恒生投資服務及有關資料提供者既無就有關文件或片段所載任何資料、預測及/或意見的公平性、準確性、時限性、完整性或正確性·以及任何該等預測及/或意見所依據的基準作出任何明文或暗示的保證、陳述、擔保或承諾·本行或恒生投資服務及有關資料提供者亦不會就使用及/或依賴本檔案所載任何該等資料、預測及/或意見而負責或承擔任何法律責任。投資者須自行評估有關文件或片段所載資料、預測及/或意見的相關性、準確性及充足性,並作出彼等為該等評估而認為必要或恰當的獨立調查。

恒生投資服務為本行的附屬公司·而本行為滙豐集團的一員。除已經披露者外·於有關文件或片段刊發或發佈日期·本 行或恒生投資服務在有關文件或片段中所述公司的證券或該等公司所屬同一集團的其他成員公司的證券中·並無擁有任

 何權益。滙豐集團內的公司及/或其高級職員、董事及僱員可能會持有有關文件或片段所述全部或任何證券或投資的倉盤,亦可能會為本身買賣全部或任何該等證券或投資項目。滙豐集團內的公司可能會就該等證券提供投資服務(無論為有關投資銀行服務或非投資銀行服務)、或承銷該等證券或作為該等證券的莊家。滙豐集團可能會就因應該等證券或投資項目而提供的服務賺得佣金或其他費用。

有關文件或片段所述的證券或投資可能並不適合所有投資者,且並未考慮各收件人的特定投資目標或經驗、財政狀況或其他需要。因此,有關文件或片段並無就其中所述任何證券及/或投資是否適合或切合任何個別人士的情況作出任何聲明或推薦,亦不會就此承擔任何責任。投資者不應只根據有關文件或片段而作出任何投資決定。因此,於作出任何投資決定前,投資者須基於本身的投資目標、投資經驗、財政狀況及特定需要而作出投資決定;在有需要的情況下,應於作出任何投資前諮詢獨立專業顧問。有關文件或片段無意提供任何投資建議或專業意見,故不應依賴有關文件或片段作為投資建議或專業意見之用。

投資涉及風險。敬請投資者注意,證券及投資的價值可升亦可跌,過往的表現不一定可以預示日後的表現。海外投資附帶一般與本港市場投資並不相關的其他風險,包括(但不限於)匯率、外國法例及規例出現不利變動。有關文件或片段並非,亦無意總覽有關文件或片段所述證券或投資牽涉的任何或所有風險。於作出任何投資決定前,敬請投資者細閱及了解有關該等證券或投資的所有發售文件,以及其中所載的風險披露聲明及風險警告。

有關文件或片段表達的意見純屬彼(彼等)投資顧問對(一家及多家)公司或該(該等)公司的產品的個人意見·而彼(彼等)的薪酬的任何部分過往不曾、現在及將來亦不會與有關文件或片段所載的特定推薦或意見直接或間接掛勾。

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在事前未得本行或恒生投資服務有限公司以書面方式表示批准的情況下,不得以任何方式或以任何途徑(包括電子、機械、複印、錄影或其他形式)複製或傳送有關文件或片段各部分或將有關文件或片段各部分儲存於可予檢索的系統。

風險聲明

投資涉及風險·證券、外匯、商品及投資產品價格可升可跌·甚至變成毫無價值。投資者在作出任何投資決定前·應詳細閱讀有關之風險披露聲明、銷售/產品文件及條款及條件。

外幣兌換風險

外幣兌換涉及匯率風險。將港幣兌換外幣或外幣兌換港幣時,可能會因當時外幣匯率之波動而出現利潤或虧損。

人民幣貨幣風險

人民幣乃受制於匯率風險。客戶於兌換人民幣至其他貨幣 (包括港幣) 時將可能受匯率波動而引致損失。有關當局所實施的外匯管制亦可能對適用匯率造成不利的影響。人民幣現時並非自由兌換的貨幣,可能受制於若干政策、監管要求及/或限制 (有關政策、監管要求或限制將不時更改而毋須另行通知)。實際的兌換安排須依據當時的政策、監管要求及/或限制而定。

恒生銀行有限公司 進襲集團成員

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·及(iii)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) 為推廣服務、產品及其他促銷標的(詳情請參閱以下第7段);
 - (viii)確定銀行對資料當事人或資料當事人對銀行的債務;
 - (ix) 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;
 - (x) 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;

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- (xi) 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;
- (xii) 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;
- (xiii) 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;
- (xiv) 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;
- (xv) 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
- (xvii) 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) (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(該等合作夥伴名稱會於有關服務及產品的申請表格上列明);
 - (e) 慈善或非牟利機構;及
 - (f) 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

銀行擬把資料當事人資料用於直接促銷·而銀行為該用途須獲得資料當事人同意(包括表示不反對)。就此·請注意:

- (i) 銀行可能把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、財務背景及人口統計數據用於直接促銷;
- (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(以較早出現的情况為準)。
- 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2016年12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://bank.hangseng.com/1/PA_1_2_S5/content/pws/common/pdfs/zh_HK/notice_c_2013.pdf

请在浏览本微信帐号内的资讯或文章前细阅本条款及细则的全部内容。

修订日期: 2018年4月24日

(新增/改动条文:新增本条款及细则中文版本之第十节 <本条款及细则的有效文本及修改>第一条)

本恒生个人理财 WeChat 帐号 (「本帐号」)为恒生银行有限公司(「本行」·包括本行的继承人及受让人)於 WeChat 开立的官方帐号。阁下「关注」本帐号或浏览本帐号所载之内容·即表示阁下同意(i)本条款及细则;及(ii)藉提述而被纳入本条款及细则的重要声明及本行的致各客户及其他个别人士关於个人资料(私隐)条例的通知。

1. WeChat \ 阁下的流动服务供应商及任何第三方可能会就阁下对 WeChat 的使用收取服务费用、数据传输费用(包括漫游费用)或任何其他费用·该等费用由阁下自付。

2. 获许可的权利及限制

- 1. 本帐号所载之内容仅为阁下作私人用途。
- 2. 阁下不可使用本帐号所载之内容作任何非法、滥用、诽谤、猥亵、恐吓性或任何其他不适当用途。

3. 商标及版权

- 1. 本行为本帐号中的所有商标、标志及服务标志(包括但不限於「HANG SENG」及「恒生」商标)的拥有人、未经本行事先书面批准、阁下概不得使用。
- 2. 本帐号所载所有内容(包括任何文稿、图像、连结及音响)均受版权保护。未经本行事先书面批准,阁下不得将该等内容的任何部份及相关材料予以修改、复制、储存於检索系统、传送(以任何形式或途径)、制作副本、分发、重复使用、重贴、还原、解构、作为创作材料或用於其他商业或公开用途。

4. 免责声明

- 1. 纵使本行於编制本帐号所载资讯及资料时已力求审慎 · 本帐号乃按「现状」(as is) 或「按现有可予提供」(as available) 的基础提供。本行概不作出任何形式(不论是明示或暗示)的保证或陈述。尤其是·本行并无就本帐号或任何载於本帐号的资讯及资料并非侵犯权利、保密、准确度、适用於个别目的之程度·或该等资讯及资料内不含有电脑病毒、木马、蠕虫、软件炸弹或类似项目(「妨碍码」)作出保证或陈述。阁下须自行负责确保阁下的流动设备有足够保护及制作资料及/或仪器的备份·包括采取合理及适当的预防措施。阁下就本条款所列明的任何事宜或与之有关而产生或蒙受的任何种类的损失、损害或开支·本行概不负责。
- 2. 於互联网上传递讯息并不保证完全保密。阁下透过互联网向本行传送讯息,或接收本行按阁下要求透过互联网向阁下发出的讯息,如因任何延误、丢失、转向、被拦截、改动或讹误或与之有关而产生或蒙受任何种类的损失、损害或开支,本行概不负责。就阁下因使用本帐号或与之有关而产生或蒙受任何直接、间接、特别或相应的损失,本行亦无须负责。
- 3. 互联网通讯可能会因互联网的开放性质或任何其他原因,或网上交通流量或数据传送失误而导致信息中断、消失或传送延误。
- 4. 本帐号於 WeChat 开立,本行无法就 WeChat 的功能、品质、安全性或适用性做出任何类型的陈述、保证、担保或约定。本行无法担保对本帐号的浏览不会发生中断、延迟或故障,或者 WeChat 平台、用户端等的问题不会导致阁下个人资讯泄露、交易失败、资料错误等事故。如由於本行合理控制范围以外的因素,包括任何设备故障

 或失灵、 WeChat 或任何第三方的行为或疏忽、电力中断或设备、安装或设施不足、而导致阁下无法浏览本帐号所载之内容,或导致阁下蒙受任何种类的损失、损害或开支,本行概不负责。

- 5. 阁下浏览及使用本帐号须受 WeChat 不时订定的所有适用条款和政策规限。该等条款和政策为阁下与 WeChat 订立的协议。本行对 WeChat 并无控制权。就 WeChat 的任何行为或遗漏(包括 WeChat 如何收集、储存、使用、转移或处理阁下的个人资料、阁下传送的讯息或阁下的内容,以及 WeChat 对阁下相关设备的取用及/或使用等),本行概不负责。
- 6. 对於 WeChat 不时订定的适用条款和政策,本行没有义务另行通知阁下,阁下应自行了解及遵守该等条款和政策,但本行有权根据该等条款和政策对本条款及细则作出修改。

5. 第三方网站或资源

- 1. 本帐号可能可浏览本行以外人士提供及/或刊发的一般理财及市场资讯、新闻服务、市场分析、产品资讯及市场推广资讯(合称「第三方资讯」)·亦可能提供以任何形式、媒体或途径的第三方资讯编辑而成的报告。第三方资讯可能於本帐号提供或透过本帐号中的连结从第三方网页或资源(「第三方网页」)存取。第三方资讯提供的,或透过资讯中的连结提供的,或第三方网页提供的内容、准确性、完整性、适时性或发表的意见或观点,并未经由本行调查、核实、监察或认可。本行明确声明不会对本帐号中所提供或任何与本帐号结连的第三方网页的内容、其可供使用情况或第三方资讯的错误或遗漏承担任何责任。
- 2. 阁下与第三方网页作任何联线或离线浏览或进行交易前,须自行负责一切所需的谘询或调查。阁下明白及接受, 阁下透过或於本帐号进行的所有活动,其风险概由阁下承担。本行并不对任何阁下可能透过第三方网页提供或被要求提供予任何人士的资料的保安作出保证。阁下并被视为已不可撤回地放弃因透过本帐号浏览或接触任何第三方网页或与之有关而产生或蒙受的任何损失、损害或开支而对本行的一切索偿。
- 3. 本帐号可能会包含连结至恒生银行集团其他网站或应用程式(「**集团网站及应用程式**」)·以方便阁下。集团网站及应用程式提供的产品及服务可能只限向身处或居於指定的司法管辖地区的人士提供。此外·集团网站及应用程式的内容可能在某些司法管辖地区被禁止或受到限制而不可发布·故此并无意向身处或居於该等地区的人士提供。恒生银行集团每名成员提供的集团网站及应用程式的使用条款可能互有差异·阁下应先仔细查阅适用的使用条款,然後才使用或下载有关的集团网站及应用程式。

6. 阁下的责任

- 1. 凡因下述原因招致的全部申索、损害赔偿、债务、收费、费用、成本及开支须由阁下承担:
- 1. 阁下使用本帐号所载之内容;
- 2. 本行为提供本帐号倚赖阁下所提供的资讯;及
- 3. 阁下违反本条款及细则、侵犯本行或任何其他人士的任何知识产权或其他权利。
- 2. 阁下须负责防止、保障及确保妨碍码不会被上载、传输或安装致本帐号,亦不会透过本帐号上载、传输或安装。

7. 收费标準

- 1. 浏览本帐号所载之内容暂不收费。
- 2. 本行保留就浏览本帐号所载之内容向客户收取相关费用的权利。具体收费标准将提前三个月在本行营业网点、本行网页、本帐号等处进行公告,不再另行单独通知阁下。

8. 終止

- 1. 如有以下情形,本行有权立即终止阁下浏览及使用本帐号所载之内容的许可而无须给予阁下通知或原因:
 - 1. 阁下严重或屡次违反本条款及细则中的任何条款;
 - 2. 本行得悉或合理怀疑阁下进行或有意进行欺诈行为或任何非法或不当行为;
 - 3. 阁下因任何原因无权或不符合资格浏览本帐号所载之内容:或
 - 4. WeChat 因任何原因撤销本帐号。
- 2. 阁下可藉删除或停止「关注」本帐号而随时终止浏览及使用本帐号所载之内容的许可。
- 9. 管辖法律及司法管辖权
 - 1. 本条款及细则受香港特别行政区法律管辖,并按此诠释。
 - 2. 阁下接受香港特别行政区法院的非专属司法管辖权管辖。
 - 3. 本条款及细则可在任何具司法管辖权的法院强制执行。
- 10. 本条款及细则的有效文本及修改
 - 1. 本条款及细则的中文版本仅供参考之用。若英文版本和中文版本之间有任何抵触,应以英文版本为準。
 - 2. 本行有权不时修改本条款及细则、重要声明及/或本行[致各客户及其他个别人士关於个人资料(私隐)条例的通知]的条款,并会在本帐号公告有关修改。阁下须不时留意、细阅并接受有关修改方可继续浏览本帐号所载之内容。如阁下不接受有关修改,阁下应不再关注本帐号。阁下仍继续关注或浏览本帐号,即表示同意受经修订的该等条款所约束。

重要声明、免责声明及风险声明

重要声明

阁下「关注」本帐号即表示同意当中所列出之责任及政策声明。如阁下於该等条款作出修订後,继续浏览本帐号所载之内容,即视为阁下已接受有关修订。

一般声明

本帐号所载之内容主要旨在提供予任何人士於香港境內浏览。在本帐号中提及的产品及服务·恒生银行集团(「本行」) 只向按当时法律可合法提供的地区提供。本行无意向任何置身或居住於禁止或限制本行发放本帐号及/或其内容的地区的人士·提供本帐号及其内容。浏览本帐号所载之内容的人士·必须自行调查及遵守任何适用限制。

如在任何地区向任何人士作出买卖投资产品或接受存款的要约、招揽或建议属非法,则本帐号不是亦不应被理解为在该地区对该名人士作出该等要约、招揽或建议。

本帐号所包含的资料并非亦无意提供投资或其他专业意见。浏览及使用本帐号所载之内容的人士应向本身的专业顾问寻求适当的意见。

本行可酌情提供或拒绝提供本帐号内提述的任何资料、产品或服务予任何人士。本行可酌情决定随时撤回或修改本帐号内提述的任何资料、产品或服务,而无须事先通知。

保安提示

本行采纳高度安全标準及程序以防止有关阁下的资料被未经授权取得。本行绝对不会以 WeChat 讯息、电邮或其他方式联络阁下,要求阁下提供或认證阁下的个人资料,例如阁下的使用者名称、户口号码或密码等。如阁下收到此等要求。阁下应致电 28220228 联络本行。阁下请透过本行官方网站网域地址(www.hangseng.com)与本行联繫,而非透过包含在任何电邮内的任何连结。

阁下切勿在本帐号之对话栏内透露任何可直接或间接辨识身份的个人资料,包括但不限於您的账户号码、网上理财登入 名称、密码或身份證号码。

此外,请阁下查阅本行不时更新的保安提示。

私隐政策声明

本行业务建基於客户对本行的信赖及信心。本行实施以下私隐原则,为阁下向本行提供的一切资料保密:

- 9. 本行只会收集本行认为就了解阁下财务需要及营运本行业务而需要及相关的个人资料。
- 10. 本行运用阁下的个人资料,以向阁下提供更佳的服务及产品。
- 11. 本行可能将阁下的个人资料转交滙丰集团其他成员或代理机构,但会依法进行。
- 12. 本行不会向任何外界机构披露阁下的个人资料,除非已获阁下同意,或按法律要求进行,或事前已通知阁下。
- 13. 本行可能不时被要求向政府部门、司法机构或本行的监管机构披露阁下的个人资料,但本行只会在恰当权限下进行。
- 14. 本行致力保持本行记录中的阁下个人资料準确及最新。
- 15. 本行维持严格保安系统,以提防任何人士(包括本行职员)未经授权取得阁下的个人资料。
- 16. 本行明确要求所有获准取得阁下个人资料的滙丰集团成员公司、本行职员及第三方,均须遵守本行的保密责任。

本行奉行上述私隐原则,以体现本行对阁下信任本行的重视。

本行除对客户有保密责任外·无论於收集、维护及使用客户个人资料时·本行均会恪守本行根据个人资料(私隐)条例的责任。

如阁下不希望本行使用阁下之个人资料或将阁下之个人资料提供予其他人士作直接促销用途,阁下可通知本行行使阁下之选择权拒绝促销。

本帐号不会储存阁下的个人化设定。惟 WeChat 可能收集或储存阁下的资料·请参阅 WeChat 的《私隐保护指引》或向 WeChat 查询详情。

与我们联络

任何关於阁下的个人资料查阅或更正、或索取关於本行的个人资料政策及守则及本行持有个人资料类别的要求,应向下列人士提出:

香港德辅道中83号

恒生银行有限公司

资料保护主任

传真: (852) 28684042

免责声明

此帐号之内容及服务只提供予香港市民·并只供作个人及非商业用途及仅供参考之用·客户不得以任何方式将任何资料发放予他人。倘在任何地区向任何人士作出买卖投资产品的要约、招揽或建议乃属违法·则此帐号内所提供的资料不拟亦不应被视为向该等地区进行该等要约、招揽或建议。此帐号内由本行及/或本行以外人士提供及/或刊发的一般理财及市场资讯及市场分析(「市场资讯」)·不拟亦不应被视为买卖投资产品的要约、招揽或建议。此帐号所包含的资料仅供一般参考及作资料之用及不拟提供作为专业投资或其他意见·亦不拟构成投资决定的基础。浏览此帐号所载之内容之人士不应单独基於在此提供的资料及服务而作出任何投资决定。在作出任何投资决定前,浏览此帐号所载之内容之人士应考虑本身的情况,包括但不限於自己的财政状况、投资经验及投资目标·并应明白相关投资产品之性质、条款及风险。浏览此帐号所载之内容之人士,在需要时应寻求适当之专业意见。恒生银行有限公司(「本行」)对於此帐号提供的第三方资讯及市场资讯之準确性及可靠性概不作出任何保證·亦毋须就由於任何不确或遗漏而导致之损失或损害负责(不论属侵权或合约或其他方面)。

有关市场资讯

有关文件或片段由本行或恒生投资服务有限公司(「恒生投资服务」)提供,惟仅供参考之用。有关文件或片段并不构成,亦无意作为,也不应被诠释为专业意见,或要约或游说投资於有关文件或片段内所述之任何證券或投资项目。透过任何途径或以任何方式再次发放或改编有关文件或片段或其中任何部分,均在严禁之列。有关文件或片段无意向发放有关文件或片段即触犯法例或规例的司法权区或国家的任何人士或实体发放,亦无意供该等人士或实体使用。

有关文件或片段所载资料乃根据本行或恒生投资服务认为可靠的资料来源而编製,惟该等资料来源未经独立核證。在有 关文件或片段表达的预测及意见只作为一般的市场评论,并不构成投资意见或保證回报。该等预测及意见为本行或恒生 投资服务或提供有关文件或片段的(一位或多位)讲者於有关文件或片段发放时的意见,可作修改而毋须另行通知。本 行或恒生投资服务及有关资料提供者既无就有关文件或片段所载任何资料、预测及/或意见的公平性、準确性、时限性、 完整性或正确性,以及任何该等预测及/或意见所依据的基準作出任何明文或暗示的保證、陈述、担保或承诺,本行或 恒生投资服务及有关资料提供者亦不会就使用及/或依赖本档案所载任何该等资料、预测及/或意见而负责或承担任何 法律责任。投资者须自行评估有关文件或片段所载资料、预测及/或意见的相关性、準确性及充足性,并作出彼等为该 等评估而认为必要或恰当的独立调查。

恒生投资服务为本行的附属公司,而本行为滙丰集团的一员。除已经披露者外,於有关文件或片段刊发或发佈日期,本行或恒生投资服务在有关文件或片段中所述公司的證券或该等公司所属同一集团的其他成员公司的證券中,并无拥有任何权益。滙丰集团内的公司及/或其高级职员、董事及僱员可能会持有有关文件或片段所述全部或任何證券或投资的仓

盘·亦可能会为本身买卖全部或任何该等證券或投资项目。滙丰集团内的公司可能会就该等證券提供投资服务(无论为有关投资银行服务或非投资银行服务)、或承销该等證券或作为该等證券的莊家。滙丰集团可能会就因应该等證券或投资项目而提供的服务赚得佣金或其他费用。

有关文件或片段所述的證券或投资可能并不适合所有投资者·且并未考虑各收件人的特定投资目标或经验、财政状况或其他需要。因此·有关文件或片段并无就其中所述任何證券及/或投资是否适合或切合任何个别人士的情况作出任何声明或推荐·亦不会就此承担任何责任。投资者不应只根据有关文件或片段而作出任何投资决定。因此·於作出任何投资决定前·投资者须基於本身的投资目标、投资经验、财政状况及特定需要而作出投资决定;在有需要的情况下·应於作出任何投资前谘询独立专业顾问。有关文件或片段无意提供任何投资建议或专业意见·故不应依赖有关文件或片段作为投资建议或专业意见之用。

投资涉及风险。敬请投资者注意,證券及投资的价值可升亦可跌,过往的表现不一定可以预示日後的表现。海外投资附带一般与本港市场投资并不相关的其他风险,包括(但不限於)汇率、外国法例及规例出现不利变动。有关文件或片段并非,亦无意总览有关文件或片段所述證券或投资牵涉的任何或所有风险。於作出任何投资决定前,敬请投资者细阅及了解有关该等證券或投资的所有发售文件,以及其中所载的风险披露声明及风险警告。

有关文件或片段表达的意见纯属彼(彼等)投资顾问对(一家及多家)公司或该(该等)公司的产品的个人意见·而彼(彼等)的薪酬的任何部分过往不曾、现在及将来亦不会与有关文件或片段所载的特定推荐或意见直接或间接掛勾。

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在事前未得本行或恒生投资服务有限公司以书面方式表示批准的情况下,不得以任何方式或以任何途径(包括电子、机械、複印、录影或其他形式)複製或传送有关文件或片段各部分或将有关文件或片段各部分储存於可予检索的系统。

风险声明

投资涉及风险,證券、外汇、商品及投资产品价格可升可跌,甚至变成毫无价值。投资者在作出任何投资决定前,应详细阅读有关之风险披露声明、销售/产品文件及条款及条件。

外币兑换风险

外币兑换涉及汇率风险。将港币兑换外币或外币兑换港币时,可能会因当时外币汇率之波动而出现利润或亏损。

人民币货币风险

人民币乃受制於汇率风险。客户於兑换人民币至其他货币 (包括港币) 时将可能受汇率波动而引致损失。有关当局所实施的外汇管制亦可能对适用汇率造成不利的影响。人民币现时并非自由兑换的货币,可能受制於若干政策、监管要求及/或限制 (有关政策、监管要求或限制将不时更改而毋须另行通知)。实际的兑换安排须依据当时的政策、监管要求及/或限制而定。

恒生銀行有限公司(「銀行」)

* 致各客户及其他个别人士关於个人资料(私隐)条例(「条例」)的通知

- 1. 客户及其他个别人士(包括但不限於银行/财务服务及银行融资/信贷便利的申请人,为银行融资/信贷便利提供抵押或担保的担保人及人士、公司客户或申请人的股东、董事、控制人、职员及管理人员、合夥商的合夥人或合夥成员、信託的实益拥有人、受託人、财产授予人或保障人、指定户口持有人、指定收款人、客户的代表、代理或代名人,或与客户建立了关係的任何其他人士,而该关係关乎客户及银行的关係)(统称「资料当事人」),就各项事宜例如申请开立或延续户口、建立或延续银行融资/信贷便利、要求银行提供有关银行/财务服务或遵守任何法律或监管或其他机关发出的指引或要求,需不时向银行提供有关资料。
- 2. 若未能向银行提供有关资料,会导致银行无法批准开立或延续户口、建立或延续银行融资/信贷便利或提供有关银行/财务服务。
- 3. 银行亦会从以下各方收集资料: (i)资料当事人与银行日常业务往来中(例如资料当事人开出支票、存款或申请信贷时)、(ii)代表资料当事人行事的人士提供资料当事人的资料·及(iii)其他来源(例如从信贷资料服务机构获取资料)。资料亦可能与银行或任何滙丰集团成员(「滙丰集团」一併及分别地指滙丰控股有限公司·其附属公司、子公司、联营单位及彼等的任何分行及办事处。而「滙丰集团成员」具有相同涵义)可获取的其他资料组合或产生。
- 4. 资料可能会作下列用途:
 - (i) 考虑产品及服务申请及向资料当事人提供银行/财务产品、服务和银行融资/信贷便利之日常运作;
 - (ii) 在资料当事人申请信贷时进行的信贷调查·及通常每年进行一次或以上的定期或特别审查;
 - (iii) 编製及维持银行的信贷评分模式;
 - (iv) 协助其他财务机构作信贷审查及债务追讨;
 - (v) 确保资料当事人的信用维持良好;
 - (vi) 为资料当事人设计银行/财务服务或有关产品;
 - (vii) 为推广服务、产品及其他促销标的(详情请参阅以下第7段);
 - (viii)确定银行对资料当事人或资料当事人对银行的债务;
 - (ix) 执行资料当事人向银行应负责任·包括但不限於向资料当事人及向为资料当事人的责任提供抵押或担保的人士追讨欠款;
 - (x) 遵守银行或其任何分行或任何滙丰集团成员就以下各项负上或与之有关的责任、要求或安排(不论强制或自愿性质);
 - (a) 现在及将来於香港特别行政区(「**香港**」)境内或境外存在的任何法律、法规、判决、法院命令、 自愿守则、制裁制度(「**法律**」)(例如税务条例及其条文,包括有关自动交换财务帐户资料);
 - (b) 现在及将来於香港境內或境外存在的任何法律、监管、政府、税务、执法或其他机关,或财务服务供应商的自律监管或行业组织或协会所提供或发出的任何指引、指导或要求,及任何国际指引、内部政策或程序(例如税务局所提供或发出的指引或指导,包括有关自动交换财务帐户资料);
 - (c) 对滙丰集团整体或任何部分具有司法权限的本地或外地法律、监管、司法、行政、公营或执法机关,或政府、税务、税收、财政、證券或期货交易所、法院、中央银行或其他机关,或财务服务供应商的自律监管或行业组织或协会或彼等的任何代理(统称及各称「权力机关」)向银行或其任何分行或任何滙丰集团成员施加的、与彼等订立的或适用於彼等的任何现在或将来的合约或其他承诺:或

(d) 权力机关之间的任何协议或条约;

- (xi) 遵守滙丰集团为符合制裁或预防或侦测清洗黑钱、恐怖分子融资活动或其他非法活动的任何方案就於滙丰 集团内共用资料及资讯及/或资料及资讯的任何其他使用而指定的任何责任、要求、政策、程序、措施或 安排;
- (xii) 采取任何行动以遵守银行或任何滙丰集团成员的责任以符合与下述事宜有关的法律或国际指引或监管要求: 有关侦测、调查及预防清洗黑钱、恐怖分子融资活动、贿赂、贪污、逃税、欺诈、逃避经济或贸易制裁及/ 或规避或违反有关此等事宜的任何法律的任何行为或意图;
- (xiii) 遵守银行或任何滙丰集团成员的任何责任,以符合权力机关的任何指令或要求;
- (xiv) 使银行的实质或建议受让人,或银行对资料当事人权益的参与人或附属参与人,能对有关拟进行的转让、参与或附属参与的交易作出评核;
- (xv) 与接受由银行发出的信用卡的商号(下称「各商号」)及各联营机构交换资料;
- (xvi) 就任何卡交易·与各商号的收单财务机构核实资料当事人的身分;及
- (xvii) 与上述有关的用途。
- 5. 银行或滙丰集团成员会将资料当事人的资料保密·但银行或滙丰集团成员可能会将有关资料提供予下列各方(不论 於香港境内或境外)作以上第4段所述的用途:
 - (i) 滙丰集团的任何代理、承包商、次承包商、服务供应商或联营人士(包括彼等的僱员、董事、职员、 代理人、承包商、服务供应商及专业顾问);
 - (ii) 任何就银行业务运作向银行提供行政、电讯、电脑、付帐、债务追讨或證券结算或其他服务的第三方服务 供应商(包括彼等的僱员、董事及职员);
 - (iii) 任何权力机关;
 - (iv) 任何对银行有保密责任的其他人士·包括就有关资料对银行有保密承诺的滙丰集团成员;
 - (v) 付款银行向发票人提供已兑现支票影本(该影本可能载有关於收款人的资料);
 - (vi) 代表个别人士行事提供该个别人士资料的任何人士、收款人、受益人、户口代名人、中介人、往来及代理银行、结算公司、结算或交收系统、市场交易对手、上游预扣税代理、掉期或交易储存库、證券交易所、客户拥有證券权益的公司(如该等證券由银行或任何滙丰集团成员持有),或向客户的户口作出任何付款的人士;
 - (vii) 信贷资料服务机构,如资料当事人欠帐时则可将该等资料提供予债务追收代理;
 - (viii) 银行或其任何分行或任何滙丰集团成员就有关第 4 (x)、4 (xi)或 4 (xii)段所载目的而有责任或必须或被预期向其作出披露的任何人士;
 - (ix) 银行的任何实质或建议受让人,或就银行对资料当事人权益的参与人或附属参与人或承转人;
 - (x) 各商号的收单财务机构;及
 - (xi)(a)任何滙丰集团成员;
 - (b) 第三方财务机构、承保人、信用卡公司、證券及投资服务供应商;
 - (c) 第三方奖赏、客户或会员、合作品牌或优惠计划供应商或各商号;
 - (d)银行及/或任何滙丰集团成员之合作品牌夥伴(该等合作夥伴名称会於有关服务及产品的申请表格上列明);
 - (e) 慈善或非牟利机构;及
 - (f) 银行就以上第 4(vii)段所述的用途而任用的第三方服务供应商(包括但不限於寄件中心、电讯公司、电话促销及直销代理人、电话中心、资料处理公司及资讯科技公司)。

有关资料可能转移至香港以外。

- 6. 就资料当事人(不论以借款人、按揭人或担保人身分,以及不论以资料当事人本人单名或与其他人士联名方式)於 2011 年 4 月 1 日当日或以後申请的按揭有关的资料,银行可能会把下列资料当事人资料(包括不时更新任何下列 资料的资料)以银行及/或代理人的名义提供予信贷资料服务机构:
 - (i) 全名;
 - (ii) 就每宗按揭的身分(即作为借款人、按揭人或担保人,及以资料当事人本人单名或与其他人士联名方式);
 - (iii) 香港身分證号码或旅遊證件号码或公司註册證明书号码;
 - (iv) 出生日期或公司成立日期;
 - (v) 通讯地址或註册办事处地址;
 - (vi) 就每宗按揭的按揭帐户号码;
 - (vii) 就每宗按揭的信贷种类;
 - (viii)就每宗按揭的按揭帐户状况(如:生效、已结束、已撇帐(因破产令导致除外)、因破产令导致已撇帐); 及
 - (ix) 就每宗按揭的按揭帐户结束日期(如适用)。

信贷资料服务机构会使用上述由银行提供的资料统计资料当事人(分别以借款人、按揭人或担保人身分,及不论以资料当事人本人单名或与其他人士联名方式)不时於香港信贷提供者间持有按揭的宗数,并存於信贷资料服务机构的个人信贷资料库内让信贷提供者共用(须受根据条例核准及发出的个人信贷资料实务守则的规定所限)。

7. 在直接促销中使用资料

银行拟把资料当事人资料用於直接促销·而银行为该用途须获得资料当事人同意(包括表示不反对)。就此·请注意:

- (i) 银行可能把银行不时持有的资料当事人姓名、联络资料、产品及服务组合资料、交易模式及行为、财务背景及人口统计数据用於直接促销;
- (ii) 可用作促销下列类别的服务、产品及促销标的:
 - (a) 财务、保险、信用卡、银行及相关服务及产品;
 - (b) 奖赏、客户或会员或优惠计划及相关服务及产品;
 - (c) 银行及/或任何滙丰集团成员的合作品牌夥伴提供之服务及产品(该等合作品牌夥伴名称会於有关 服务及产品的申请表格上列明);及
 - (d) 为慈善及/或非牟利用途的捐款及捐赠;
- (iii) 上述服务、产品及促销标的可能由银行及/或下列各方提供或(就捐款及捐赠而言)徵求:
 - (a) 任何滙丰集团成员;
 - (b) 第三方财务机构、承保人、信用卡公司、證券及投资服务供应商;
 - (c) 第三方奖赏、客户或会员、合作品牌或优惠计划供应商或各商号;
 - (d) 银行及/或任何滙丰集团成员之合作品牌夥伴(该等合作品牌夥伴名称会於有关服务及产品的申请表格上列明);及
 - (e) 慈善或非牟利机构;
- (iv) 除由银行促销上述服务、产品及促销标的以外、银行亦拟将以上第(7)(i)段所述的资料提供予恒生银行集团的其他成员公司、以供该等人士在促销该等服务、产品及促销标的中使用、而银行为此用途须获得资料当事人书面同意(包括表示不反对);

如资料当事人不希望银行如上述使用其资料或将其资料提供予恒生银行集团的其他成员公司作直接促销用途,资料当事人可通知银行行使其选择权拒绝促销。

- 8. 根据条例规定及按其认可及发出的个人信贷资料实务守则,任何资料当事人均有权:
 - (vi) 查核银行是否持有其个人的资料及有权查阅有关的资料;

- (vii) 要求银行对其不準确的个人资料作出更正;
- (viii) 查悉银行对资料的政策及实务,并获知银行持有其个人资料的类别;
- (ix) 查询并获银行告知何等资料会经常向信贷资料服务机构或债务追收代理披露·及获银行提供进一步资料· 藉以向有关信贷资料服务机构或债务追收代理提出查阅及改正资料要求;及
- (x) 就银行向信贷资料服务机构提供的任何帐户资料(为免生疑问,包括任何帐户还款资料),於全数清还欠帐後结束帐户时,指示银行要求信贷资料服务机构自其资料库中删除该等帐户资料,但指示必须於帐户结束後五年内提出及於紧接终止信贷前五年内没有任何拖欠为期超过 60 日的欠款。帐户还款资料包括上次到期的还款额,上次报告期间(即紧接银行上次向信贷资料服务机构提供帐户资料前不多於31 日的期间)所作还款额,剩馀可用信贷额或未偿还数额及欠款资料(即过期欠款额及逾期还款日数,清还过期欠款的日期,及全数清还拖欠为期超过 60 日的欠款的日期(如有))。
- 9. 如帐户出现任何拖欠还款情况·除非拖欠金额在由拖欠日期起计 60 日届满前全数清还或已撇帐(因破产令导致撇帐除外)·否则帐户还款资料(定义见以上第(8)(v)段)会在全数清还该拖欠还款後被信贷资料服务机构继续保留多五年。
- 10. 如资料当事人因被颁布破产令而导致任何帐户金额被撇帐·不论帐户还款资料有否显示任何拖欠为期超过 60 日的 还款·该帐户还款资料(定义见以上第(8)(v)段))会在全数清还该拖欠还款後被信贷资料服务机构继续保留多五年·或由资料当事人提出證据通知信贷资料服务机构其已获解除破产令後保留多五年(以较早出现的情况为 準)。
- 11. 根据条例规定,银行有权就处理任何资料查阅的要求收取合理费用。
- 12. 任何关於资料查阅或资料更正,或关於资料政策及实务或资料种类等要求,应向下列人士提出:

恒生銀行有限公司

资料保护主任

香港德辅道中83号

传真:(852)28684042

- 13. 银行在批核信贷申请时,可能参考由信贷资料服务机构提供有关资料当事人的信贷报告。假如资料当事人有意索取有关报告,可要求银行提供有关信贷资料服务机构的联络详情。
- 14. 本通知不会限制资料当事人在条例下所享有的权利。

生效日期: 2014年6月15日(於2016年12月更新)

* 适用於 2014 年 6 月 16 日或之後与银行建立关係,或其他已同意本通知版本的客户及其他个别人士。若阁下於 2014 年 6 月 16 日之前与银行建立关係且未有同意本通知版本,请参阅:

 $\underline{https://bank.hangseng.com/1/PA_1_2_S5/content/pws/common/pdfs/zh_HK/notice_c_2013.pdf}$