

Pursuant to the Personal Data (Privacy) Ordinance, an annual notification is being sent to you to provide detailed information about our collection and use of personal data, in particular, the purposes for which personal data may be used and the classes of persons to whom personal data may be transferred. In this connection, please see below our Notice relating to the Personal Data (Privacy) Ordinance.

**The Hongkong and Shanghai Banking Corporation Limited (“we”, “us”, “our”, including our successors and assigns) Notice relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)**

**Collection of Data**

- a. We may collect the data of customers and other individuals in connection with the purposes set out in this Notice. These customers and other individuals may include the following or any of them (collectively “you”, “your”):
  - applicants for banking or financial services;
  - persons giving or proposing to give guarantees or security for obligations owed to us;
  - persons linked to a customer or an applicant that is not an individual, including the beneficial owners and officers of that customer or applicant, or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust; and
  - other persons who are relevant to a customer’s relationship with us.
- b. If the data requested by us is not provided, we may be unable to provide (or continue to provide) products or services to you or to the relevant customer or applicant linked to you.
- c. Data may be:
  - i. collected from you directly, from someone acting on your behalf or from another source; and
  - ii. combined with other data available to members of the HSBC Group (“**HSBC Group**” and any “**member of the HSBC Group**” means HSBC Holdings plc and/or its affiliates, subsidiaries, associated entities and any of their branches and offices).

**Use of Data**

- d. We will use data for the following purposes or any of them (which may vary depending on the nature of your relationship with us):
  - i. considering and processing applications for products and services and the daily operation of products and services (including credit facilities provided to you or the relevant customer linked to you);

- ii. conducting credit checks whenever appropriate (including upon an application for consumer credit (including mortgage loans) and when we review credit which normally takes place one or more times each year);
- iii. creating and maintaining our credit and risk related models;
- iv. assisting other financial institutions to conduct credit checks and collect debts;
- v. ensuring your ongoing credit worthiness and good standing;
- vi. designing financial products and services (including insurance, credit card, securities, commodities, investment, banking and related products and services) for your use;
- vii. marketing products, services and other subjects as described in paragraph (f) below;
- viii. determining the amount of indebtedness owed to or by you;
- ix. exercising our rights under contracts with you, including collecting amounts outstanding from you;
- x. meeting our obligations, requirements or arrangements or those of any member of the HSBC Group, whether compulsory or voluntary, to comply with or in connection with:
  1. 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);
  2. 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 (e.g. guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information) and any international guidance, internal policies or procedures;
  3. 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 us or any member of the HSBC Group; or

4. 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 our obligations or those of 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 our obligations or those of any member of the HSBC Group to comply with any demand or request from the Authorities;
- xiv. enabling actual or proposed assignee(s) of all or any part of our business and/or assets, or participant(s) or sub-participant(s) of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned; and
- xv. any other purposes relating to the purposes listed above.

**Disclosure of Data**

- e. Data held by us or a member of the HSBC Group will be kept confidential but we or a member of the HSBC Group may provide data to the following parties or any of them (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
  - i. any agents, contractors, sub-contractors or associates of the HSBC Group (including their employees, officers, agents, contractors, service providers and professional advisers);
  - ii. any third party service providers who provide services to us or any member of the HSBC Group in connection with the operation or maintenance of our business (including their employees and officers);
  - iii. any Authorities;
  - iv. any persons under a duty of confidentiality to us or a member of the HSBC Group which have undertaken to keep such data confidential;
  - v. the drawee bank providing a copy of a paid cheque (which may contain data about the payee) to the drawer;

- vi. any persons acting on your behalf 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 you have an interest in securities (where such securities are held by us or any member of the HSBC Group) or any persons making any payment into a customer’s account;
- vii. credit reference agencies, and, in the event of default, to debt collection agencies;
- viii. any persons to whom we are 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 (d)(x), (d)(xi) or (d)(xii) above;
- ix. any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;
- x. any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us; and
- xi.
  1. any member of the HSBC Group;
  2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
  3. third party reward, loyalty, co-branding and privileges programme providers;
  4. co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant products and services, as the case may be);
  5. charitable or non-profit making organisations; and
  6. external service providers that we or any member of the HSBC Group engage(s) for the purposes set out in paragraph (d)(vii) above.

Such data may be transferred in and to a place outside Hong Kong.

**Provision of Data to Credit Reference Agencies (CRA) and Debt Collection Agencies**

- A. We may provide the following data relating to you (whether in sole name or joint names with others) to a CRA:
  - i. full name;
  - ii. capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
  - 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;
- 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); and
- ix. if any, mortgage account closed date in respect of each mortgage.

The CRA will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) for sharing in the consumer credit database of the CRA by credit providers.

- B. You can instruct us to make a request to the relevant CRA to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.
- C. If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by the CRA until the expiry of five (5) years from the date of final settlement of the amount in default.
- D. In the event of any amount being written off due to a bankruptcy order being made against you, the CRA may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence.
- E. For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, 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 material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).

**Use of Data in Direct Marketing**

- f. Where you are a customer, we intend to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note that:
  - i. your name, contact details, products and other service portfolio information, transaction pattern and behavior, financial background and demographic data held by us from time to time may be used by us in direct marketing;

- ii. the following classes of products, services and subjects may be marketed:
  1. financial, insurance, credit card, banking and related products and services;
  2. reward, loyalty, co-branding or privileges programmes and related products and services;
  3. products and services offered by our co-branding partners (the names of such co-branding partners will be provided during the application for the relevant products and services, as the case may be); and
  4. donations and contributions for charitable and/or non-profit making purposes;
- iii. the above products, services and subjects may be provided by or (in the case of donations and contributions) solicited by us and/or:
  1. any member of the HSBC Group;
  2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
  3. third party reward, loyalty, co-branding or privileges programme providers;
  4. co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant products and services, as the case may be); and
  5. charitable or non-profit making organisations;
- iv. in addition to marketing the above products, services and subjects ourselves, we may provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose; and
- v. we may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting your consent or no objection as described in paragraph (f)(iv) above, we will inform you if we will receive any money or other property in return for providing the data to the other persons.

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

**Provision of Another Person’s Data**

- g. Where you provide to us data about another person, you should give to that person a copy of this Notice and, in particular, tell him/her how we may use his/her data.

**Data Access Requests**

- h. You have the right:
  - i. to check whether we hold data about you and to access such data;
  - ii. to require us to correct any data relating to you which is inaccurate;
  - iii. to ascertain our policies and practices in relation to data and to be informed of the kind of data held by us; and
  - iv. in relation to consumer credit, 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.
- i. In accordance with the provisions of the Ordinance, we have the right to charge a reasonable fee for the processing of any data access request.
- j. You should send requests for access to data or correction of data or for information regarding policies and practices and kinds of data held to:
  - The Data Protection Officer
  - The Hongkong and Shanghai Banking Corporation Limited
  - PO Box 72677 Kowloon Central Post Office
  - Hong Kong
  - E-mail: dfv.enquiry@hsbc.com.hk
- k. We may have obtained a credit report on you from a credit reference agency in considering any application for credit. In the event you wish to access the credit report, we will advise the contact details of the relevant credit reference agency.
- l. Nothing in this Notice shall limit your rights as a data subject under the Ordinance.

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



根據《個人資料(私隱)條例》，本行會每年向閣下發送通知書，提供有關本行收集及使用個人資料的詳情，尤其是個人資料可被使用的目的及承轉人的類別。就此而言，請參閱以下本行關於個人資料(私隱)條例的通知。

## 香港上海滙豐銀行有限公司(「本行」)「本行的」包括本行的繼承人及受讓人)

### 關於個人資料(私隱)條例(「該條例」)的通知

#### 收集資料

- 本行可就本通知列明的用途收集客戶及其他個別人士的資料。該等客戶及其他個人可包括下列各類或任何一類人士(統稱「閣下」、「閣下的」):
  - 銀行或金融服務的申請人;
  - 為欠本行的責任提供或擬提供擔保或抵押的人士;
  - 非個人客戶或申請人的關連的人士，包括該客戶或申請人的實益擁有人及人員，或(如屬信託)則包括信託的受託人、財產授予人、保障人及受益人;及
  - 與本行跟客戶關係有關的其他人士。
- 若未有向本行提供本行要求的資料，本行可能會無法向閣下或與閣下關連的客戶或申請人提供(或繼續提供)產品或服務。
- 資料可:
  - 直接從閣下、或從代表閣下的人士或從其他來源收集;及
  - 與滙豐集團成員(「滙豐集團」)及任何「滙豐集團成員」指滙豐控股有限公司及／或其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處)獲取的其他資料組合。

#### 使用資料

- 本行可使用資料作下列用途(或其中任何一項)，用途可隨閣下與本行的關係性質而有所不同:
  - 考慮及處理對產品及服務的申請及用於產品及服務的日常工作(包括為閣下或與閣下關連的客戶提供信貸服務);

- 於適當時進行信用檢查(包括申請信貸(包括樓宇按揭貸款)時及進行通常每年一次或多於一次的信貸檢討時);
- 設立及維持本行的信貸和風險相關準則;
- 協助其他財務機構進行信用檢查及追討欠債;
- 確保閣下維持可靠信用及良好聲譽;
- 設計供閣下使用的財務產品及服務(包括保險、信用卡、證券、商品、投資、銀行及有關產品及服務);
- 促銷下列第(f)段所述的產品、服務及其他標的;
- 確定虧欠閣下或閣下虧欠的負債金額;
- 行使本行與閣下的合約賦予的權利(包括向閣下追收欠款);
- 為遵守下列各事項或與該等事項有關而履行本行或任何滙豐集團成員的責任、要求或安排(不論強制或自願性質):

- 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，包括關於自動交換財務賬戶資料的條文);
- 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(例如稅務局所提供或發出的指引、指導或要求，包括關於自動交換財務賬戶資料的指引、指導或要求)，及任何國際指引、內部政策或程序;
- 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任何其他代理(統稱及各稱「權力機關」)由本行或任何滙豐集團成員承擔的、向本行或任何滙豐集團成員施加的或適用於本行或任何滙豐集團成員的任何現在或將來的合約或其他承諾;或

#### 4. 權力機關之間的任何協議或條約;

- 按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，遵守於滙豐集團內共用資料及資訊及 或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排;
- 採取任何行動以遵守本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: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;
- 遵守本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;
- 讓本行全部或任何部分業務及／或資產的實際或建議受讓人(等)、或本行就閣下的權利的參與人(等)或附屬參與人(等)可以評核擬成為轉讓、參與或附屬參與的交易，及讓實際受讓人(等)在運作被轉讓的業務或權利中使用閣下的資料;及
- 與上述用途有關的任何其他用途。

#### 披露資料

- 本行或滙豐集團成員持有的資料將予保密，但本行或滙豐集團成員可能會把資料提供給下列各方或任何一方作上列第(d)段列明的用途(不論在香港境內或境外):
  - 滙豐集團的任何代理、承包商、次承包商或聯營人士(包括其僱員、職員、代理人、承包商、服務供應商及專業顧問);
  - 任何向本行或任何滙豐集團成員提供與本行業務運作或維持有關的服務的第三者服務供應商(包括其僱員及職員);
  - 任何權力機關;
  - 任何對本行或任何滙豐集團成員有保密責任及已承諾保密該等資料的人士;
  - 付款銀行向出票人提供已付款支票的副本(而其中可能載有有關收款人的資料);

- 代表閣下行事而提供其資料的任何人士、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、閣下擁有證券權益的公司(如該等證券由本行或任何滙豐集團成員持有)，或向任何客戶的戶口作出任何付款的人士;
  - 信貸資料服務機構以及在出現欠賬時，將該等資料提供給收數公司;
  - 本行或任何滙豐集團成員就有關上列第d(x)、d(xi)或d(xii)段列明的用途而有責任或必須或被預期向其作出披露的任何人士;
  - 本行的任何實際或建議受讓人(等)或本行就閣下的權利的參與人(等)或附屬參與人(等)或承讓人(等);
  - 任何為閣下對本行的責任提供或擬提供擔保或抵押的人士;及
  - 任何滙豐集團成員;
    - 第三者財務機構、承保人、信用卡公司、證券及投資服務供應商;
    - 第三者獎賞計劃、年資計劃、合作品牌計劃及優惠計劃供應商;
    - 本行或任何滙豐集團成員的合作品牌夥伴(在申請有關產品及服務(視情況而定)時會提供合作夥伴名稱);
    - 慈善或非牟利機構;及
    - 為達至上列第(d)(vii)段列明的用途而被本行或任何滙豐集團成員僱用的第三者服務供應商。
- 有關資料可能在香港境內轉移或被轉移至香港境外。

#### 向信貸資料服務機構及收數公司提供資料

- 本行可能向信貸資料服務機構提供下述關於閣下的資料(不論以閣下個人名義或與他人聯名):
  - 全名;
  - 就每宗按揭的身分(即作為借款人、按揭人或擔保人);
  - 香港身分證號碼或旅遊證件號碼或公司註冊證書號碼;

- 出生日期或公司成立日期;
- 通訊地址;
- 就每宗按揭的按揭戶口號碼;
- 就每宗按揭的信貸種類;
- 就每宗按揭的按揭戶口狀況(如:生效、已結束、已撇賬);及
- 就每宗按揭的按揭戶口結束日期(如適用)。

信貸資料服務機構會使用上述資料統計閣下(以借款人、按揭人或擔保人身分，及不論以本人或公司單名或與其他人士聯名方式)不時持有按揭的宗數，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。

- 閣下可以指示本行向有關信貸資料服務機構要求從其資料庫刪除有關任何已經全數清還而終止的信貸戶口資料，惟該信貸在終止前緊接的五(5)年內須根據本行的紀錄未有欠賬逾期超過六十(60)日。
- 在任何欠賬的情況下，除非欠賬金額在由出現欠賬日期起計六十(60)日屆滿前全數清還或撇賬(因破產令導致除外)，否則閣下的戶口還款資料可以由信貸資料服務機構保留五(5)年(自欠賬全數還清當日起計)。
- 若任何款項因針對閣下頒布的破產令而撇賬，則閣下的戶口還款資料可以由信貸資料服務機構保留直至下述較早發生者為止:(i)欠賬全數清還當日起計五(5)年屆滿之日，或(ii)閣下獲解除破產令之日起計五(5)年屆滿之日(閣下須提出證據通知信貸資料服務機構)。
- 為上列第C及D段目的，戶口還款資料即上次到期的還款額，上次報告期間所作還款額，剩餘可用信貸額或未償還數額，及欠款資料(即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還重要欠賬的日期，即是指拖欠還款超過六十(60)日的欠賬(如有))。

#### 在直接促銷中使用資料

- 如閣下為本行客戶，本行擬把閣下的資料用於直接促銷，而本行為該用途須獲得閣下同意(包括表示不反對)。請注意:
  - 本行可能把本行不時持有閣下的姓名、聯絡資料、產品及其他服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷;

- 可用作促銷下列類別的產品、服務及標的:
  - 財務、保險、信用卡、銀行及相關產品及服務;
  - 獎賞計劃、年資計劃、合作品牌計劃或優惠計劃及相關產品及服務;
  - 本行合作品牌夥伴提供的產品及服務(在申請有關產品及服務(視情況而定)時會提供合作品牌夥伴名稱);及
  - 為慈善及／或非牟利用途的捐款及捐贈;
- 上述產品、服務及標的可能由本行及／或下列各方提供或(就捐款及捐贈而言)徵求:

- 任何滙豐集團成員;
  - 第三者財務機構、承保人、信用卡公司、證券及投資服務供應商;
  - 第三者獎賞計劃、年資計劃、合作品牌計劃或優惠計劃供應商;
  - 本行及任何滙豐集團成員的合作品牌夥伴(在申請有關產品及服務(視情況而定)時會提供合作品牌夥伴名稱);及
  - 慈善或非牟利機構;
- 除由本行促銷上述產品、服務及標的以外，本行亦可將上列第(f)(i)段所述的資料提供予上列第(f)(iii)段所述的全部或任何人士，以供該等人士在促銷該等產品、服務及標的中使用，而本行為此用途須獲得閣下書面同意(包括表示不反對);及
  - 本行可能因如上列第(f)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於上列第(f)(iv)段所述徵求閣下同意或不反對時通知閣下。

**如閣下不希望本行如上述使用閣下的資料或將閣下的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的選擇權拒絕促銷。**

#### 提供他人的資料

- 如閣下向本行提供其他人士的資料，閣下應向該人士提供本通知的副本，並應特別告知該人士本行可如何使用其資料。

#### 查閱資料要求

- 閣下有權:
  - 查核本行是否持有閣下的資料及查閱該等資料;
  - 要求本行改正任何有關閣下的不準確的資料;
  - 查明本行對於資料的政策及慣例和獲告知本行持有的個人資料種類;及
  - 在與個人信貸有關的情況下，要求獲告知哪些資料會向信貸資料服務機構或收數公司例行披露，並獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求。
- 根據該條例的條文，本行有權就處理任何查閱資料的要求收取合理費用。
- 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，閣下應向本行的資料保護主任提出，其地址為香港九龍中央郵政局郵政信箱72677號，香港上海滙豐銀行有限公司，電郵：dfv.enquiry@hsbc.com.hk。
- 本行或向信貸資料服務機構索取有關閣下的信貸報告以考慮任何信貸申請。假如閣下有意查閱有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
- 本通知不會限制閣下作為資料當事人在該條例下所享有的權利。

**注意：**中英文本如有歧義，概以英文本為準。