

永豐商業銀行(「本行」)致資料當事人及個別人仕關於《個人資料(私隱)條例》(「條例」)通知書

1. 客戶及其他個人(包括但不限於銀行/金融服務及授信申請人,擔保人及為銀行授信提供保證或擔保的人仕,股東,董事,企業資料當事人的要員及經理,及其他合約方)(統稱「資料當事人」)在開立或延續帳戶、建立或延續銀行信貸或要求提供銀行、金融或其他服務時,需要不時向本行提供有關資料。
2. 若未能向本行提供該等資料,可能會導致本行無法開立或延續帳戶或設立或延續銀行信貸或提供銀行服務。
3. 就持續正常銀行及資料當事人關係,例如,當資料當事人開出支票或存款時,銀行亦會收集資料當事人的資料。
4. 資料當事人的資料可被用作下列用途:
 - 4.1 處理銀行及/或其他金融服務/授信的申請;
 - 4.2 日常提供或取用向資料當事人所提供的銀行、金融或其他服務及借貸授信,包括但不限於提供自動櫃員機(“ATM”)服務、信用卡、簽賬卡授信及透過互聯網提供服務(如適用);
 - 4.3 為資料當事人於申請開立帳戶時和信貸融通所涉及的日常運作,包含資料當事人申請信貸時及於每年(通常一次或多於一次)的定期或特別信貸覆核時,進行信用檢查;
 - 4.4 協助其他金融機構進行信用檢查及追討欠債;
 - 4.5 確保資料當事人持續維持可靠信用;
 - 4.6 研究、設計、推出、推廣、經銷銀行、金融、投資及保險服務或有關產品,以供資料當事人使用(亦包括但不限於,而在相關法律何法規容許下,與銀行的集團企業交換非財務資料,詳情請參閱以下第7段);
 - 4.7 確定本行對資料當事人或資料當事人對本行的欠債金額;
 - 4.8 執行資料當事人的義務,包括但不限於,向資料當事人及為資料當事人債務提供抵押的人士追討欠款;
 - 4.9 履行根據下列適用於本行或其任何分行或本行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排:
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(例如,《稅務條例》及其關於自動交換財務帳戶資料的條文);
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如由稅務局給予或發出關於自動交換財務帳戶資料的指引或指導);
 - (3) 本行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關,或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動,而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關,或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾;
 - 4.10 遵守本行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本行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義務、要求、政策、程序、措施或安排;
 - 4.11 容許本行的實際受讓人或建議受讓人,或就本行對資料當事人享有的權利的參與人或附屬參與人或承讓人或本行所有或任何部分業務或股份的買方為該轉讓、參與或附屬參與或收購將涉及的交易作評核;
 - 4.12 屬銀行的一般業務用途,包括但不限,於為銀行行政及資料處理服務之提供;
 - 4.13 本行在提供任何個別服務或授信時所特別規定的用途;
 - 4.14 設立及維持本行的信貸評分模式;
 - 4.15 更新、對照及/或核實可能由本行的任何關聯公司、所屬集團公司或代理人持有的有關資料當事人的任何及所有個人資料;及

4.16 與上述任何事項有關的用途及本行可就所有或任何該等用途進行「核對程序」（按《條例》的定義）或就任何或全部目的進行資料比較。

5. 本行將對所持資料當事人的資料保密，但本行可能會因上述第 4 段所列出的任何用途，或在其他方面明確規定的用途，或本行認為有需要及恰當的用途，將該等資料提供予下列人士：

- 5.1 本行或其任何分行根據對本行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或其任何分行遵守的任何指引或指導，或根據本行或其任何分行向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
- 5.2 任何獲資料當事人明示或默示同意的人士；
- 5.3 任何基於本行利益而需要向其作出披露的人士；
- 5.4 任何基於公眾利益而需要向其作出披露的人士；
- 5.5 任何向本行提供有關本行業務運作的行政、資料處理、電訊、電腦、付款或證券結算或其他服務的代理人、承包商或第三者服務供應商（不論其是否處於香港以內或以外）；
- 5.6 本行之控股公司或其附屬公司，相聯公司或附屬成員（不論是在世界任何地方），旨在按第四段所列的目的為本行提供行政及資料處理服務；
- 5.7 本行所屬集團成員，包括但不限於本行總行、其任何分行、附屬公司及本行總行之關聯公司；
- 5.8 任何在一般銀行業務過程中向本行提供服務的人士；
- 5.9 任何對本行負有保密職責並已以明示或暗示方式向本行保證為資料保密的人士（包括本行之集團公司）；
- 5.10 任何代名人，受託人，共同受託人、中央證券存管處、註冊處、保管人、經紀、交易者或其他有參與向資料當事人提供銀行服務或產品的人士作為提供該等服務或產品的用途；
- 5.11 本行的核數師或法律顧問；
- 5.12 信貸調查機構及在違約行為發生時，送交催收公司；
- 5.13 資料當事人曾與其有交易往來或曾向其提議進行交易往來的任何財務機構；
- 5.14 被資料當事人在世界任何地方所使用獲得銀行服務的相關網絡內的任何自動櫃員機營辦商；
- 5.15 本行的任何實質受讓人或建議受讓人，或本行有關資料當事人權利的參與人或附屬參與人或承讓人，包括但並不限於，香港按揭證券有限公司（「香港按揭公司」）或其他依據與香港按揭公司就本行的出售按揭或其他抵押訂立的合約安排而有需要或有必要的人士，或任何購買本行所有或任何部分業務或權益的人士；
- 5.16 抬頭人為資料當事人的支票的開票人銀行，旨在向該等開票人確認根據該等支票付款予資料當事人；
- 5.17 慈善或非牟利機構；及
- 5.18 任何要求本行為資料當事人提供推薦的人士，惟該等人士須先向本行證明其已獲資料當事人同意。

該等資料可能被轉移至香港境外。

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，本行可能會把下列資料當事人資料（包括任何下列資料的更新資料）以本行及/或代理人的名義提供予信貸資料服務機構：

- (1) 全名；
- (2) 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）；
- (3) 香港身分證號碼或旅遊證件號碼；
- (4) 出生日期；
- (5) 通訊地址；
- (6) 就每宗按揭的按揭帳戶號碼；
- (7) 就每宗按揭的信貸種類；
- (8) 就每宗按揭的按揭帳戶狀況（如有效、已結束、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；及
- (9) 就每宗按揭的按揭帳戶結束日期（如適用）。

信貸資料服務機構將使用上述由本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的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（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

本行擬把資料當事人資料用於直接促銷，而本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：

- 7.1 本行可能把本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；
- 7.2 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、資料當事人或會員或優惠計劃及相關服務及產品；
 - (3) 本行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
 - (4) 為慈善及/或非牟利用途的捐款及捐贈；
- 7.3 上述服務、產品及促銷標的可能由本行及/或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 本行集團成員公司；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、資料當事人或會員、合作品牌或優惠計劃供應商；
 - (4) 本行及本行集團成員公司之合作品牌夥伴（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
 - (5) 慈善或非牟利機構；
- 7.4 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上第 7.1 段所述的資料提供予以上第 7.3 段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）；
- 7.5 本行可能因如以上第 7.4 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，本行會於以上第 7.4 段所述徵求資料當事人同意或不反對時如是通知資料當事人。

如資料當事人不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本行行使其選擇權拒絕促銷。

8. 根據條例的條款及個人信貸資料實務守則，任何資料當事人有權：
 - (1) 查問本行有否持有其資料及查閱該等資料；
 - (2) 要求本行改正任何有關其不準確的資料；
 - (3) 查明本行對於資料的政策及實務及獲告知本行持有的個人資料的種類；
 - (4) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及
 - (5) 就本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，指示本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（即緊接本行上次向信貸資料服務機構提供帳戶資料前不多於 31 日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過 60 日的欠款的日期（如有））。
9. 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇帳（因破產令導致撇帳除外），否則帳戶還款資料（定義見以上第 8(5)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(5)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
11. 根據條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。
12. 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士以書面提出：-

永豐商業銀行香港分行 資料保護主任
香港中環皇后大道中 28 號中匯大廈 26 樓
電話：+852 2801 2801

傳真：+852 2801 2811

13. 本行或向信貸資料服務機構查閱有關資料當事人的信貸報告用以考慮資料當事人之任何信貸申請。若資料當事人有意索取有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
14. 就本行遵循 FATCA 之特定目的須蒐集、處理及利用之個人資料，如資料當事人不同意提供或提供資料不足，銀行必須依 FATCA 規定將資料當事人帳戶列為 FATCA 不合作帳戶(Recalcitrant Account)，而得自存入資料當事人名下屬 FATCA 法案所規範金融商品特定帳戶之款項扣繳 30% 之美國稅款，銀行並得依約對資料當事人提前終止所有屬 FATCA 法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務(不論在香港特別區境內或境外)。
15. 本通知不會限制資料當事人在《條例》下所享有的權利。
16. 本通知書的中、英文本如有衝突或抵觸時，概以英文本為準。

永豐商業銀行股份有限公司〈CE號碼：ABR747〉乃是一家根據《銀行業條例》獲香港金融管理局核准在香港經營銀行業務的持牌銀行，以及根據《證券及期貨條例》註冊並獲准進行第1類〈證券交易〉及第4類〈就證券提供意見〉受規管活動之註冊機構。

此通知書取代及代替本行較早前印發的有關《個人資料（私隱）條例》的通知書。

生效日期: 2024 年 3 月

Remarks:

This is a Notice Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") issued by Bank SinoPac. Please visit our website <https://www.mmab2c.com>, <https://global.sinopac.com> or call our Customer Service Hotline at (852) 2907-6968 if you need an English version of this notice.

BANK SINOPAC (the "Bank") Circular 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 but not limited to applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, shareholders, directors, officers and managers of corporate customers, and other contractual counterparties) ("data subjects") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking, financial and other services.
2. Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking, financial and other services.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the relationships, for example, when data subjects write cheques, deposit money, give instructions or gain access to or otherwise use the Bank's services.
4. The purposes for which data relating to a data subject may be used are as follows:-
 - 4.1 the processing of applications for banking, financial or other services/facilities;
 - 4.2 the daily provision of, or gaining of access to, banking, financial or other services/facilities provided to data subjects including but not limited to the provision of automatic teller machine ("ATM") services, credit card, charges card facilities and services provided via the internet (if applicable);
 - 4.3 conducting credit and other status checks at the time of application for credit/ account-opening, and at the time of regular or special review which normally will take place one or more times each year;
 - 4.4 assisting other financial institutions to conduct credit checks and collect debts;
 - 4.5 ensuring ongoing credit worthiness of data subjects;
 - 4.6 researching, designing, launching, promoting and marketing banking, financial, investment and insurance services or related products for data subjects' use (including but not limited to, within the extent permitted by applicable laws and regulations, exchange of non-financial information with group companies of the Bank, please see further details in Clause 7 below);
 - 4.7 determining the amount of indebtedness owed to or by data subjects;
 - 4.8 the enforcement of the data subjects' obligations, including but not limited to collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - 4.9 complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to;
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (**e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information**);
 - (2) any guidelines or guidance 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 the Hong Kong Special Administrative Region existing currently and in the future (**e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information**);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reasons of its financial, commercial, business or other interests or activities in or related to the jurisdiction or the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - 4.10 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programme for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - 4.11 enabling an actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subjects or purchaser of all or any part of the Bank's

- business or its shares to evaluate the transaction intended to be the subject of the assignment, participation, sub-participation or purchase;
- 4.12 purposes within the ordinary course of banking business, including but not limited to provision of administrative and data processing services to the Bank;
 - 4.13 purposes specifically provided for in any particular service or facility offered by the Bank;
 - 4.14 establishing and maintaining the credit scoring model of the Bank;
 - 4.15 update, compare and/or verify any and all personal information of the data subject that may be held by any affiliated company, affiliated group company or agent of the Bank; and
 - 4.16 purposes relating to any of the above and the Bank may carry out "matching procedures" (as such expression is defined in the Ordinance) or data comparison in respect of all or any of such purposes.
5. Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information for any of the purposes set out in Paragraph 4 above, the purposes otherwise specifically provided for or the purposes considered by the Bank appropriate and necessary to:-
- 5.1 any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purpose of any guideline or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities or industry bodies or associations of financial service providers with the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - 5.2 any person with the express or implied consent of the data subject;
 - 5.3 any person where the interests of the Bank require disclosure;
 - 5.4 any person where the public interest requires disclosure;
 - 5.5 any agent, contractor or third party service provider who provides administrative, data processing, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business, whether in or outside Hong Kong for the purposes of such services;
 - 5.6 the holding company of the Bank or any subsidiary, associated company or affiliate of the group of companies of which the Bank is a member any where in the world for various purposes set out in Paragraph 4 and for the purpose of providing administrative and data processing services to the Bank in particular;
 - 5.7 group members of the Bank, including but not limited to the Head Office, any other branch, subsidiaries and affiliates of the Head Office of the Bank;
 - 5.8 any person who is engaged to provide services in the normal course of banking business, including but not limited to third party financial institutions, insurers, securities and investment services providers;
 - 5.9 any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - 5.10 any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to the data subject;
 - 5.11 auditors or legal advisors of the Bank;
 - 5.12 credit reference agencies and, if a data subject is ever in default of payment to the Bank or otherwise, debt collection agencies;
 - 5.13 any financial institution with which the data subject has or proposes to have dealings;
 - 5.14 the operator and its associated networks of any ATM used by data subject any where in the world for obtaining banking services;
 - 5.15 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 including, without limitation, The Hong Kong Mortgage Corporation ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by the Bank or any purchaser of all or any part of the Bank's business or its shares;
 - 5.16 banks of drawers of cheques made payable to data subjects, for the purpose of confirming to such drawers payment to data subjects under such cheques;
 - 5.17 charitable or non-profitable organizations; and
 - 5.18 any person who requests the Bank to provide references in respect of data subjects upon producing proof of data subjects' prescribed consent.

Such information may be transferred to a place outside of Hong Kong.

6. Data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (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:
- (1) full name;
 - (2) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
 - (3) Hong Kong Identity Card Number or travel document number;
 - (4) date of birth;
 - (5) correspondence address;
 - (6) mortgage account number in respect of each mortgage;
 - (7) type of the facility in respect of each mortgage;
 - (8) 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
 - (9) 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 customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer'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 customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- 7.1 the name, contact details, products and other services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- 7.2 the following classes of services, products and subjects may be marketed:
- (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (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
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- 7.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (1) the Bank's group companies;
 - (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 the Bank and the Bank's group companies (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
 - (5) charitable or non-profit making organisations;
- 7.4 in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7.1 above to all or any of the persons described in paragraph 7.3 above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- 7.5 The Bank may receive money or other property in return for providing the data to the other persons in paragraph 7.4 above and, when requesting the customer's consent or no objection as described in paragraph 7.4 above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer 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, any customer has the right:-
 - (1) to check whether the Bank holds data about him/her and of access to such data;
 - (2) to request the Bank to correct any data relating to him/her which is inaccurate;
 - (3) 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;
 - (4) in relation to consumer credit, to request to be informed on request to inform him/her which items of data are routinely disclosed to credit reference agencies and debt collection agencies and may request the Bank be to provided him/her with further information to enable him/her to making of an access request and/or correction request to the relevant credit reference agency or debt collection agency about his/her data; and
 - (5) 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))s/her objection to the Bank in writing.
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(5) 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 customer, the account repayment data (as defined in paragraph 8(5) 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 customer 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 as follows IN WRITING to:-

The Data Protection Officer
Bank SinoPac, Hong Kong Branch
26th Floor, Central Tower, 28 Queen's Road Central
Central, Hong Kong
Telephone: +852 2801 2801
Fax: +852 2801 2811
13. The Bank may have obtained a credit report on the customer form a credit reference agency in consideration any application for credit. In the event the customer wished to access the credit report, the Bank will advise the contact details of the relevant reference agency.
14. For personal data that the Bank needs to collect, process, and use for the purposes of FATCA, if the data subject does not agree to provide or provides insufficient data, the Bank may classify the data subject's account as a FATCA non-cooperative account in accordance with FATCA regulations, and may deduct 30% of US tax from the funds deposited into such data subject's account. The Bank may also terminate all contracts, accounts, business relationships, and related services (whether within or outside the Hong Kong Special Administrative Region) of the data subject's account in advance.
15. Nothing in this Circular shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
16. If there is any conflict between the English and Chinese versions of this Circular, the English version shall prevail for all purposes.

Bank SinoPac Hong Kong Branch is a licensed bank which is authorized to operate banking businesses under

the Banking Ordinance issued by the HKMA, and a registered institution (CE No: ABR747) which is registered for Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance.

Effective from March 2024