

收集個人資料聲明

創興銀行有限公司(下稱「本行」)
依據個人資料(私隱)條例(下稱「條例」)
致 客戶及其他人士通知書

1. 客戶及其他人士(包括申請人、法人團體管理人員及其他個別人士)(統稱及單獨稱「個人」)需不時向本行提供有關開立或延續銀行戶口及/或建立或延續銀行信貸及/或提供銀行、金融(其定義包括但不限於信用卡、信託、證券及/或投資服務)及/或保險服務的資料。
2. 客戶及/或個人需不時於本行要求下提供個人資料。若未能向本行提供該等資料可能會導致本行無法替客戶開立或延續戶口及/或建立或延續銀行信貸及/或提供銀行、金融及/或保險服務。
3. 本行會在一般銀行日常業務運作過程中,例如,當客戶及/或個人發出支票、存入款項、申請或使用本行之銀行服務或設施,或以其他方式進行作為本行所提供服務一部分的交易時,向客戶及/或個人收集個人資料。本行亦會向第三方(包括客戶及/或個人因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商)收集與客戶及/或個人有關的資料。
4. 本行擬將從客戶及/或個人收集所得的個人資料作下列用途:
 - (a) 考慮、評估及處理客戶及/或個人對本行之銀行、金融或保險服務之任何申請;
 - (b) 在日常運作中向客戶提供銀行、金融及/或保險服務及信貸;
 - (c) 在客戶申請信貸時及/或每年進行一次或以上的定期或特別審查時進行的信貸調查;
 - (d) 編制及維持本行的信貸評分及其他風險模式;
 - (e) 協助其他金融機構進行信用檢查及債務追討;
 - (f) 確保及維持客戶及/或個人之持續借貸可靠度和信貸紀錄;
 - (g) 設計銀行、金融及/或保險服務及產品供客戶使用;
 - (h) 推廣服務、產品及其他計劃(詳情請參閱下文第8段);
 - (i) 確定客戶或個人所欠或被結欠的款額;

- (j) 行使本行之權利,包括但不限於向客戶追討欠款及為客戶的責任提供擔保;
- (k) 履行根據下列在香港特別行政區管轄權以內及/或以外不論現在及將來存在並不時適用於本行、其任何控股公司、任何該等控股公司的子公司、本行的控權人(該詞釋義見香港法例第155章銀行業條例)、其子公司及/或本行的任何分行及辦事處的或被期望需遵守的關於披露及使用資料的任何規定:
 - (i) 任何法律(如稅務條例及其包括有關自動交換財務帳戶資料的條文);
 - (ii) 任何由具有管轄權的法院或審裁處所作出之任何命令/判決;
 - (iii) 任何本地或外地法律、監管、稅務、政府、執法或其他機關,或金融服務供應者的自律監管或行業組織或協會的任何指引或指導(如由稅務局所發出或提供包括有關自動交換財務帳戶資料的指引或指導);或
 - (iv) 由法律、監管、稅務、政府、執法或其他機關,或金融服務供應者的自律監管或行業組織或協會現在或將來所訂立的任何合約或其他承諾;
- (l) 遵守在香港特別行政區管轄權以內或以外為針對制裁、阻止、偵查、調查及/或檢控清洗黑錢、恐怖分子融資活動或其他非法活動而訂定有關披露或使用資料的任何規定、政策、程序、措施或安排;
- (m) 為使本行的實際或擬受讓人或有關本行就客戶及/或個人所擁有之權利的參與人士或從屬參與人士得以就預期所作的轉讓、參與或從屬參與為對象的交易能夠進行評估;及
- (n) 與上述有關及附帶之任何用途。
5. 本行會對其持有的與客戶及/或個人有關的個人資料保密,但本行可能會把該等資料提供或轉移給下述在香港特別行政區以內或以外的各類人士作上文第4段列出的任何用途或在下文指定的其他用途:
 - (a) 本行的主管人員、僱員及/或代理人;
 - (b) 就本行業務運作向本行提供行政、電訊、電腦、付款、或證券結算或其他服務的任何代理人、承辦商或第三方服務提供者;
 - (c) 任何對客戶及/或個人的責任提供擔保的實際或建議擔保人;
 - (d) 付款銀行向發票人提供付訖支票的副本(其中可能包含有關收款人的資料);

- (e) 客戶及/或個人因申請本行產品及服務而選擇接觸的第三方服務供應商;
 - (f) 信貸資料服務機構及在信貸違約時,提供予收賬代理機構;
 - (g) 根據在香港特別行政區管轄權以內及/或以外不論現在及將來存在並不時適用於本行、其任何控股公司、任何該等控股公司的子公司、本行的控權人(該詞釋義見香港法例第155章銀行業條例)、其子公司及/或本行的任何分行及辦事處的任何法律、任何法庭命令或任何本地或外地的法律、監管、稅務、政府、執法或其他機關,或金融服務供應者的自律監管或行業組織或協會的任何指引及/或其訂立的任何合約或其他承諾而本行或其任何分行及辦事處被規定或被期望需向其作出披露的任何人士;
 - (h) 本行任何實際或擬受讓人或有關本行就客戶及/或個人所擁有之權利的參與人士或從屬參與人士或承讓人;及
 - (i) (i) 提供銀行、金融及/或保險服務的本行集團成員公司及附屬公司;
 - (ii) 任何控股公司、任何該等控股公司的子公司、本行的控權人(該詞釋義見香港法例第155章銀行業條例),其可能被要求提交資料予任何本地監管機構,使該等控股公司、該等控股公司的子公司、及/或本行的控權人可遵從該等要求及履行其依照相關法律之法定責任,包括但不限於銀行業條例;
 - (iii) 第三方金融機構、商業併購公司、保險公司、信用卡公司、證券及投資服務供應者;
 - (iv) 提供相關服務、產品及/或計劃的第三方獎勵、忠誠、品牌合作及優惠計劃的提供者;
 - (v) 提供相關服務、產品及/或計劃的本行及本行集團成員公司的品牌合作夥伴;
 - (vi) 慈善或非牟利機構;及
 - (vii) 由本行聘用推廣下文第8段詳細列明的服務、產品及其他服務的外部服務供應者(包括但不限於郵寄公司、電訊公司、電話銷售和直接銷售代理、電話中心、資料處理公司和資訊科技公司)。
6. 在不抵觸第4段的前提下,本行可查閱任何信貸資料服務機構的數據庫,以便不時進行信貸覆核。特別是,本行可查閱任何信貸資料服務機構持有的客戶之客戶信貸資料及/或從該等信貸資料服務機構取得客戶的信貸報告,以便覆核其已批出之現有客戶之信貸融通,而該等覆核可能牽涉本行對任何下列事項的考慮:
 - (a) 增加信貸金額;
 - (b) 削減信貸金額(包括取消信貸或減少信貸融通金額);或
 - (c) 為客戶制定或實施債務安排計劃。
 7. 就客戶(不論以借款人、按揭人或擔保人身分,以及不論以客戶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,本行可能會把下列與客戶有關的資料(包括不時更新的任何下列資料)以本行及/或代理人的名義提供予信貸資料服務機構:
 - (a) 客戶全名;
 - (b) 客戶就每宗按揭的身分(即作為借款人、按揭人或擔保人,及以客戶本人單名或與其他人士聯名方式);
 - (c) 客戶香港身分證號碼或旅遊證件號碼;
 - (d) 客戶出生日期;
 - (e) 客戶通訊地址;
 - (f) 客戶就每宗按揭的按揭賬戶號碼;
 - (g) 客戶就每宗按揭的信貸種類;
 - (h) 客戶就每宗按揭的按揭賬戶狀況(如有效、已結束、已撇賬(因破產令導致除外)、因破產令導致已撇賬);及
 - (i) 如有的話,就每宗按揭的按揭賬戶的結束日期。
 8. **在直接促銷中使用資料**

信貸資料服務機構將使用上述由本行提供的資料不時統計客戶分別以借款人、按揭人或擔保人身分,及以客戶本人單名或與其他人士聯名方式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,本行在有需要時可不時取覽該等資料(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)。

 - (a) 本行可能把本行不時持有的客戶及/或個人姓名、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;
 - (b) 下列類別的服務、產品及/或計劃可能用作促銷:
 - (i) 銀行、金融、保險、信用卡及相關服務及產品;
 - (ii) 獎賞、忠誠、品牌合作及優惠計劃及相關服務及產品;

- (iii) 本行品牌合作夥伴以及本行的集團成員公司提供的服務、產品及/或計劃;及
 - (iv) 為慈善或非牟利用途的捐款及捐贈;
 - (c) 此外,本行亦擬將上文第8(a)段所述的資料提供予下列類別的機構以供其作上文第8(b)段所述的服務、產品及/或計劃的直接促銷,而本行須收到該客戶及/或個人對擬進行的提供的同意(包括表示不反對),否則不得如此提供該資料:
 - (i) 提供銀行、金融及/或保險服務的本行集團成員公司及附屬公司;
 - (ii) 第三方金融機構、保險公司、信用卡公司、證券及投資服務供應者;
 - (iii) 提供相關服務、產品及/或計劃的第三方獎賞、忠誠、品牌合作及優惠計劃供應者;
 - (iv) 提供相關服務、產品及/或計劃的本行及本行集團成員公司的品牌合作夥伴;及
 - (v) 慈善或非牟利機構。
9. 根據及按照條例及《個人信貸資料實務守則》中的條款,客戶及/或個人有權:
 - (a) 查核本行是否持有他/她的資料;
 - (b) 要求查閱該等資料;
 - (c) 要求本行更正任何有關他/她的不準確資料;
 - (d) 查明本行對於資料的政策及實務和獲告知本行持有的個人資料的種類;
 - (e) 要求本行告知本行向信貸資料服務機構或收賬代理公司例行披露的資料類別,及獲取本行向上述機構所提供的進一步資料,藉以要求查閱及/或更正向有關信貸資料服務機構或收賬代理公司所披露的資料;及
 - (f) 就本行向信貸資料服務機構提供的任何賬戶資料(為免生疑問,包括任何賬戶還款資料),於全數清還欠賬而結束賬戶時,指示本行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料,但指示須於賬戶結束後五年內

- (iii) 本行品牌合作夥伴以及本行的集團成員公司提供的服務、產品及/或計劃;及
 - (iv) 為慈善或非牟利用途的捐款及捐贈;
 - (c) 此外,本行亦擬將上文第8(a)段所述的資料提供予下列類別的機構以供其作上文第8(b)段所述的服務、產品及/或計劃的直接促銷,而本行須收到該客戶及/或個人對擬進行的提供的同意(包括表示不反對),否則不得如此提供該資料:
 - (i) 提供銀行、金融及/或保險服務的本行集團成員公司及附屬公司;
 - (ii) 第三方金融機構、保險公司、信用卡公司、證券及投資服務供應者;
 - (iii) 提供相關服務、產品及/或計劃的第三方獎賞、忠誠、品牌合作及優惠計劃供應者;
 - (iv) 提供相關服務、產品及/或計劃的本行及本行集團成員公司的品牌合作夥伴;及
 - (v) 慈善或非牟利機構。
9. 根據及按照條例及《個人信貸資料實務守則》中的條款,客戶及/或個人有權:
 - (a) 查核本行是否持有他/她的資料;
 - (b) 要求查閱該等資料;
 - (c) 要求本行更正任何有關他/她的不準確資料;
 - (d) 查明本行對於資料的政策及實務和獲告知本行持有的個人資料的種類;
 - (e) 要求本行告知本行向信貸資料服務機構或收賬代理公司例行披露的資料類別,及獲取本行向上述機構所提供的進一步資料,藉以要求查閱及/或更正向有關信貸資料服務機構或收賬代理公司所披露的資料;及
 - (f) 就本行向信貸資料服務機構提供的任何賬戶資料(為免生疑問,包括任何賬戶還款資料),於全數清還欠賬而結束賬戶時,指示本行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料,但指示須於賬戶結束後五年內

10. 如出現關於賬戶的任何拖欠還款情況,除非拖欠金額在自拖欠日期起計60天屆滿前全數清還或已撇賬(因破產令導致撇賬除外),否則信貸資料服務機構可保留賬戶還款資料(如上文第9(f)段所述),直至自最終清還該拖欠還款日期起計滿五年為止。
 11. 如客戶因被頒布破產令而導致任何賬戶金額被撇賬,不論賬戶還款資料(如上文第9(f)段所述)有否顯示任何拖欠為期超過60天的還款,信貸資料服務機構可保留賬戶還款資料,直至自最終清還該拖欠還款日期起計滿五年為止,或自客戶提出證據通知信貸資料服務機構其已獲解除破產令日期起計滿五年為止,以較早出現的情況為準。
 12. 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。
 13. 任何關於查閱或更正資料,或索取關於本行的政策及實務及所持有資料種類的要求,應向下列本行主任提出:

資料保障主任
創興銀行有限公司
香港郵政總局信箱2535號
電話:3768 6888
傳真:3768 1688
電郵:dpo@chbank.com
 14. 在考慮任何信貸申請時,本行可能已經從信貸資料服務機構獲得客戶及/或個人的信用報告。若客戶及/或個人有意取閱有關報告,本行將應其要求提供有關信貸資料服務機構的聯絡資料。
 15. 本聲明不會限制客戶或個人在條例下所享有的權利。
- 二零二零年十一月
- (如此中文本與英文本在文義上有歧異者,概以英文本為準。)

Personal Information Collection Statement

Chong Hing Bank Limited (the “Bank”)

Notice to Customers and Other Persons relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

- From time to time, it is necessary for customers and other persons (including applicants, corporate officers and other individuals) (each an “individual” or collectively “individuals”) to supply the Bank with data in connection with the opening or continuation of operation of accounts, and/or the establishment or continuation of provision of banking facilities and/or the provision of banking, financial (which is defined as including but not limited to credit card, fiduciary, securities and/or investment services) and/or insurance services.
- It is necessary for customers and/or individuals to provide personal data to the Bank as requested from time to time. Failure to supply such data may result in the Bank being unable to open or continue operation of accounts and/or establish or continue to provide banking facilities and/or provide banking, financial and/or insurance services.
- Data are collected from customers and/or individuals in the ordinary course of the Bank’s daily operation, for example, when customers and/or individuals write cheques, deposit money, apply for or use the Bank’s services or facilities, or otherwise carry out transactions as part of the Bank’s services. The Bank will also collect data relating to customers and/or individuals from third parties, including third party service providers with whom customers and/or individuals interact in connection with the marketing of the Bank’s products and services and in connection with customers’ and/or individuals’ applications for the Bank’s products and services.
- The Bank intends to use the personal data collected from a customer and/or an individual for the following purposes:
 - in considering, assessing and processing any applications from customers and/or individuals concerning the provision of banking, financial and/or insurance services;
 - in the daily operation of the banking, financial and/or insurance services and facilities provided to customers;
 - in conducting credit checks at the time of application for credit and/or at the time of regular or special reviews which may take place on one or more occasions every year;
 - in creating and maintaining the Bank’s credit scoring and other risk models;
 - in assisting other financial institutions to conduct credit checks and collect debts;
 - in ensuring and maintaining ongoing credit worthiness and credit history of customers and/or individuals;
 - in designing banking, financial and/or insurance services and products for customers’ use;

- in marketing services, products and other programmes (please see further details in paragraph 8 below);
 - in determining amounts owed to or by customers or individuals;
 - in enforcing the Bank’s rights, including but not limited to the collection of amounts outstanding from customers and in providing security for customers’ obligations;
 - in compliance with any requirements existing currently and in the future for disclosure and use of data that are applicable to or is expected to be complied with by the Bank, any of its holding company, subsidiary of any such holding company, controller of the Bank (as such terms are defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)), its subsidiary companies and/or any of the Bank’s branches and offices from time to time within and/or outside the jurisdiction of the Hong Kong Special Administrative Region (“HKSAR”) according to:
 - any law (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - any Order/Judgment made by a competent Court or Tribunal;
 - any guidelines or guidance of any local or foreign legal, regulatory, tax, governmental, law enforcement or other authorities, or self-regulatory or industrial bodies or associations of financial services providers (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); or
 - any present or future contractual or other commitment with legal, regulatory, tax, governmental, law enforcement or other authorities, or self-regulatory or industrial bodies or associations of financial services providers;
 - in compliance with any requirements, policies, procedures, measures or arrangements for disclosing or using data concerning the sanction, prevention, detection, investigation and/or prosecution of money laundering, terrorist financing or other unlawful activities in or outside the jurisdiction of the HKSAR;
 - in enabling an actual or proposed assignee of the Bank or participant or sub-participant of the Bank’s rights in respect of the customer and/or individual to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - any purposes relating and incidental to the above.
- Personal data held by the Bank relating to a customer and/or an individual will be kept confidential and secured but the Bank may provide or transfer such information to the following classes of persons within and/or outside the HKSAR for any of the purposes set out in paragraph 4 above or for other purposes specified herein below:
 - the Bank’s officers, employees and/or agents;
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - any actual or proposed guarantor who secures the obligation of the customer and/or individual;

- the drawee bank by providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - third party service providers with whom customers and/or individuals have chosen to interact with in connection with customers’ and/or individuals’ applications for the Bank’s products and services;
 - credit reference agencies, and, in the event of default, debt collection agencies;
 - any person to whom the Bank or any of its branches and offices is required or expected to make disclosure under any law, pursuant to any Court Order, or pursuant to any guidelines of and/or any contractual or other commitment with any local or foreign legal, regulatory, tax, governmental, law enforcement or other authorities, or self-regulatory or industrial bodies or associations of financial services providers existing currently and in the future which are applicable to the Bank, any of its holding company, subsidiary of such holding company, controller of the Bank (as such terms are defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)), its subsidiary companies, and/or any of the Bank’s branches and offices from time to time within and/or outside the jurisdiction of the HKSAR;
 - any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank’s rights in respect of the customer and/or individual; and
 - the Bank’s group companies and affiliates which provide banking, financial and/or insurance services;
 - any holding company, subsidiary of any such holding company, and/or controller of the Bank (as such terms are defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) which may be required to submit information to any local regulatory authority(-ies) for the purposes of enabling such holding company, subsidiary of such holding company and/or controller of the Bank to comply with such requirement and to fulfil its/their statutory obligations pursuant to the relevant law, including but not limited to the Banking Ordinance;
 - third party financial institutions, merchant acquiring companies, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding and privileges programme providers for the relevant services, products and/or programmes;
 - co-branding partners of the Bank and the Bank’s group companies for the relevant services, products and/or programmes;
 - charitable or non-profit making organisations; and
 - external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for marketing services, products and other matters as detailed in paragraph 8 below.
- Subject to Paragraph 4, the Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer

credit data of customer held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities which review may involve the consideration by the Bank of any of the following matters:

- an increase in the credit amount;
 - the curtailing of credit (including the cancellation of credit or a decrease in the facility amount); or
 - the putting in place or the implementation of a scheme of arrangement with the customer.
- With respect to 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:
 - his/her full name;
 - his/her 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);
 - his/her Hong Kong Identity Card Number or travel document number;
 - his/her date of birth;
 - his/her correspondence address;
 - his/her mortgage account number in respect of each mortgage;
 - the type of facility in respect of each mortgage;
 - his/her mortgage account’s status in respect of each mortgage (e.g. active, closed, written-off (other than due to a bankruptcy order), written-off due to a bankruptcy order); and
 - if any, his/her mortgage account’s closing 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, information which the Bank may from time to time access to when it is required to do so (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

8. USE OF DATA IN DIRECT MARKETING

The Bank intends to use a customer’s and/or an individual’s data in direct marketing and may not so use the data unless it has received the customer’s and/or individual’s consent (which includes an indication of no objection) to the intended use. Please note that:

- the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer and/or an individual held by the Bank from time to time may be used by the Bank in direct marketing;

- the following classes of services, products and/or programmes may be marketed:
 - banking, financial, insurance, credit card and related services and products;
 - reward, loyalty, co-branding and privileges programmes and related services and products;
 - services, products and/or programmes offered by the Bank’s co-branding partners and the Bank’s group companies; and
 - donations and contributions for charitable or non-profit making purposes;
- in addition, the Bank also intends to provide the data described in paragraph 8(a) above to the following classes of entities for use by them in direct marketing of services, products and/or programmes described in paragraph 8(b) above, and the Bank may not so provide the data unless it has received the customer’s and/or individual’s consent (which includes an indication of no objection) to the intended provision:
 - the Bank’s group companies and affiliates which provide banking, financial and/or insurance services;
 - third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding and privileges programme providers for the relevant services, products and/or programmes;
 - co-branding partners of the Bank and the Bank’s group companies for the relevant services, products and/or programmes; and
 - charitable or non-profit making organisations.

If a customer and/or an individual does not wish the Bank to use and/or provide to other parties his/her data for use in direct marketing as described above, the customer and/or individual may, at any time and without charge, exercise his/her opt-out right by notifying the Data Protection Officer of the Bank after which the Bank shall cease to use and/or provide to other parties his/her personal data in direct marketing. (To opt out from direct marketing, please complete and return to the Bank an opt-out form available on the Bank’s website: www.chbank.com or from any of the Bank’s branches.)

- Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, a customer and/or an individual has the right:
 - to check whether the Bank holds data about him/her;
 - to request access to such data;
 - to require the Bank to correct any data relating to him/her which is inaccurate;
 - to ascertain the Bank’s policies and practices in relation to data and be informed of the kind of personal data held by the Bank;
 - to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to request access to and/or correction of any data disclosed to the relevant credit reference agency or debt collection agency; and

- in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years from the account’s termination and there has been no default in payment in relation to the account lasting in excess of 60 days within five year period immediately preceding the account’s termination. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last time the account data was provided 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)).
- 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 mentioned in paragraph 9(f) 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.
- 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 mentioned in paragraph 9(f) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveals 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 of a bankruptcy order as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- A customer and/or an individual who requests access to data or correction of data or for information regarding policies and practices and kinds of data held should contact the following officer of the Bank:

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| The Data Protection Officer Chong Hing Bank Limited G. P. O. Box No. 2535 Hong Kong Telephone: 3768 6888 Facsimile: 3768 1688 E-mail: dpo@chbank.com |
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- The Bank may have obtained a credit report on a customer and/or an individual from a credit reference agency in considering any application for credit. In the event the customer and/or an individual wishes to access the credit report, the Bank will, upon request being made, advise the contact details of the relevant credit reference agency.
- Nothing in this Statement shall limit the rights of customers or individuals under the Ordinance.

November 2020

(In case of any inconsistencies between the English and the Chinese versions of this Statement, the English version shall prevail.)