

## 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、為銀行信貸提供抵押或擔保的人士及其他個別人士)(統稱「資料當事人」)需不時向本行提供有關開立或延續銀行賬戶及/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,或遵守任何法律或監管或其他機關發出的指引或要求的資料。
- 2. 資料當事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開立或延續銀行賬戶及/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,當資料當事人發出支票、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,向資料當事人收集個人資料。本行亦會向第三方(包括資料當事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)收集與資料當事人有關的資料(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- 4. 本行擬將從資料當事人收集所得的個人資料作下列用途
- (a) 考慮、評估及處理資料當事人有關提供本行之銀行、金融及/或保險服務之任何申請;
- (b) 在日常運作中向資料當事人提供銀行、金融及/或保險 服務及信貸;
- (c) 在資料當事人申請信貸時及/或每年進行一次或多於一次以上的定期及/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) 協助其他在香港獲核准加入多家個人信貸資料服務機構 模式的信貸提供者(以下簡稱「信貸提供者」)進行信用 檢查及追討欠債;
- (f)確保資料當事人持續維持可靠信用;
- (9) 設計銀行、金融及/或保險服務及產品供資料當事人使用;
- (h) 推廣服務、產品及其他目標 (詳情請參閱下文第8段);

- (i) 確定資料當事人所欠或欠資料當事人的款額;
- (j) 行使本行之權利,包括但不限於向資料當事人及為資料 當事人的責任提供抵押或擔保的人士追討欠款;
- (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義務、規定或安排:
  - (i) 對其具法律約束力或適用的任何法律(如《稅務條例》及其條文,包括有關自動交換財務賬戶資料的條文);
  - (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賬戶資料的指引 或指導);及
  - (iv) 由任何本地或外地法律、監管、税務、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;
- (I) 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訊及資料 的任何義務、要求、規定、政策、程序、措施或安排;
- (m) 為使本行的實際或擬承讓人或有關本行就資料當事人所 擁有之權利的參與人士或附屬參與人士得以就預期所作 的承讓、參與或附屬參與為對象的交易能夠進行評估;及
- (n) 與上述有關之仟何用涂。
- 5. 本行會對其持有的與資料當事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) 任何對資料當事人的責任提供擔保的實際或建議擔保人;

- (d) 任何對本行負有保密責任的其他人士,包括承諾保密該 等資料的本行集團公司;
- (e) 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);
- (f) 資料當事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:
- (9)資料當事人因其他銀行及金融服務供應商向其提供服務 而選擇提供本行所持有的其資料的其他銀行及金融服務 供應商;
- (h)信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者),及在信貸違約時,提供予收賬代理機構;
- (i) 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:
- (j) 本行任何實際或擬承讓人或有關本行就資料當事人所擁有 之權利的參與人士或附屬參與人士或受讓人:及
- (k)(i)提供銀行、金融及/或保險服務的本行集團成員 公司及附屬成員公司;
  - (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、 客戶或會員、品牌合作和優惠計劃的提供者;
  - (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) 由本行聘用推廣上文第4 (h) 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資料當事人之信貸資料及 / 或從該等信貸資料服務機構取得資料當事人的信貸報告,以便覆核其已批出予資料當事人之信貸融通,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) 為資料當事人制定或實施債務安排計劃。
- 7. 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 列與資料當事人有關的資料(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) 全名;
  - (b) 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);
  - (c) 香港身份證號碼或旅遊證件號碼;
  - (d) 出生日期;
  - (e) 通訊地址;
- (f) 就每宗按揭的按揭賬戶號碼
- (g) 就每宗按揭的信貸種類
- (h) 就每宗按揭的按揭賬戶狀況(如有效、已結束、已撇 脹(因破產令導致除外)、因破產令導致已撇賬);及
- (i) 就每宗按揭的按揭賬戶的結束日期(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)不時於信貸提供者持有的按揭宗數,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)。

8. 在直接促銷中使用資料

本行擬把資料當事人的資料用於直接促銷,而本行須收到該資料當事人對該擬進行的用途獲得同意(包括表示不反對),否則不得如此使用該資料。敬請注意:

- (a) 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;
- (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、客戶或會員、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,而本行須收到該資料當事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、 客戶或會員、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。

如資料當事人不希望本行使用其資料及/或將其資料提供予 其他人士作上述直接促銷用途,資料當事人可隨時通知本行 的資料保障主任,以行使其選擇拒絕促銷之權利。

使用本行應用程式介面(「API」)向資料當事人的其他銀行及第三方服務供應商轉移個人資料

本行可根據資料當事人向本行、向資料當事人提供服務的其他銀行或資料當事人使用之第三方服務供應商(包括其他金融服務供應商)所發出的指示,使用本行的 API 向該等其他銀行及第三方服務供應商分享資料當事人及其賬戶的資料,以作本行、資料當事人的其他銀行或第三方服務供應商通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

- 10. 根據及按照條例及《個人信貸資料實務守則》中的條款, 資料當事人有權:
- (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 例行披露的資料的種類,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删除該等賬戶資料,但指示須於賬戶結束後五年內提出及於緊接結束賬戶前五年內沒有關於賬戶的任何拖欠為期超過60天的欠款。賬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賬戶資料前不超過31天的期間)所作還款額、剩餘可用信貸額或未償還餘額及欠款資料(即過期欠款額及逾期還款日數、清還過期欠款的日期,及最終清還拖欠為期超過60天的欠款的日期(如有))。
- 11. 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10(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。
- 12. 如資料當事人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10(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,直至最終清還該拖欠還款日期起計滿五年為止,或自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日期起計滿五年為止,以較早出現的情況為準。
- 13. 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。
- 14. 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

- 15. 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 獲得資料當事人的信貸報告。若資料當事人有意索取有關報 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。
- 16. 本聲明不會限制資料當事人在條例下所享有的權利。

₹ 二零二四年十二月

(如本聲明的中、英文版本有任何歧異,概以英文版本為準。)

越秀集團成員



## 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, persons providing security or guarantee for banking/credit facilities, and other individuals) (collectively "data subjects") 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 or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- It is necessary for data subjects 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 to operate the accounts, establish or continue to provide banking facilities, and/or provide banking, financial and/or insurance services.
- 3. Data are collected from data subjects in the ordinary course of the Bank's daily operation, for example, when data subjects 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 the data subject from third parties, including third party service providers with whom the data subject interacts in connection with the marketing of the Bank's products and services and in connection with the data subject's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- 4. The Bank intends to use the personal data collected from a data subject for the following purposes:
  - (a) in considering, assessing and processing any applications from data subjects concerning the provision of banking, financial and/ or insurance services:
  - (b) in the daily operation of the banking, financial and/or insurance services and facilities provided to data subjects;
  - 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:
  - (e) in assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;

- (f) in ensuring ongoing credit worthiness of data subjects;
- in designing banking, financial and/or insurance services and products for data subjects' use;
- (h) in marketing services, products and other subjects (please see further details in paragraph 8 below);
- (i) in determining amounts owed to or by data subjects;
- in enforcing the Bank's rights, including but not limited to the collection of amounts outstanding from data subjects and in providing security or guarantee for data subjects' obligations;
- (k) in compliance with any obligations, requirements or arrangements 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 binding or applying to it (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
  - (ii) any Order/Judgment made by a competent Court or Tribunal;
  - (iii) 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); and
  - (iv) any present or future 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:
- in compliance with any obligations, requirements, policies, procedures, measures or arrangements for disclosing or using data and information concerning the sanction, prevention, detection, investigation and/or prosecution of money laundering, terrorist financing or other unlawful activities within or outside the jurisdiction of the HKSAR;
- (m) in 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; and
- (n) any purposes relating thereto.
- 5. Personal data held by the Bank relating to a data subject will be kept confidential and secured but the Bank may provide or transfer such information to the following classes of persons within or outside the HKSAR for any of the purposes set out in paragraph 4 above or for other purposes specified herein below:
- (a) the Bank's officers, employees and/or agents;
- (b) 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:
- (c) any actual or proposed guarantor who secures the obligation of the data subject;

- (d) 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;
- (e) 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 the data subject has chosen to interact with in connection with the data subject's application for the Bank's products and services;
- (g) other banks and financial services providers to whom the data subject has chosen to provide his information held by the Bank in connection with the provision of services to the data subject by those other banks and financial service providers;
- (h) credit reference agencies (including the operator of any centralised database used by credit reference agencies), and, in the event of default, to debt collection agencies;
- (i) 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 subparticipant or transferee of the Bank's rights in respect of the data subject; and
- (k) (i) the Bank's group companies and affiliates which provide banking, financial and/or insurance services;
  - (ii) 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;
  - (iii) third party financial institutions, merchant acquiring companies, insurers, credit card companies, securities and investment services providers;
  - (iv) third party reward, loyalty, co-branding and privileges programme providers for the relevant services, products and/ or programmes;
  - (v) co-branding partners of the Bank and the Bank's group companies for the relevant services, products and/or programmes;
- (vi) charitable or non-profit making organisations; and
- (vii) 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 4(h) above.

- 6. Subject to Paragraph 4, the Bank may access the database of any credit reference agencies for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data of the data subject held by any credit reference agencies and/or obtain credit reports on data subjects from such credit reference agencies for the purpose of reviewing their existing consumer credit facilities which may involve the consideration by the Bank of any of the following matters:
- (a) an increase in the credit amount;
- (b) the curtailing of credit (including the cancellation of credit or a decrease in the facility amount); or
- (c) the putting in place or the implementation of a scheme of arrangement with the data subject.
- 7. 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 credit reference agencies:
  - (a) full name;
  - (b) 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);
  - (c) Hong Kong Identity Card Number or travel document number;
  - (d) date of birth;
  - (e) correspondence address;
  - (f) mortgage account number in respect of each mortgage;
  - (g) type of facility in respect of each mortgage:
  - (h) 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
  - (i) if any, mortgage account's closing date in respect of each mortgage.

Credit reference agencies 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, 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 databases of credit reference agencies 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 data subject's data in direct marketing and may not so use the data unless it has received the data subject's consent (which includes an indication of no objection) to the intended use. Please note that:

- (a) 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;
- (b) 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;
- (iii) services, products and/or programmes offered by the Bank's co-branding partners and the Bank's group companies; and
- (iv) donations and contributions for charitable or non-profit making purposes;
- (c) 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 data subject'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;
  - (ii) 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;
  - (iv) co-branding partners of the Bank and the Bank's group companies for the relevant services, products and/or programmes; and
- (v) charitable or non-profit making organisations.

If a data subject 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 data subject may, at any time and without charge, exercise his/her opt-out right by notifying the Data Protection Officer of the Bank.

 TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S OTHER BANKS AND THIRD PARTY SERVICE PROVIDERS USING THE BANK'S APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the data subject's instructions to the Bank, other banks providing services to the data subject or third party service providers (including other financial service providers) engaged by the data subject, share data subject's data and his/her account information to such other banks and third party service providers using the Bank's API for the purposes notified to the data subject by the Bank, the data subject's other banks or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

- 10. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, a data subject has the right:
  - (a) to check whether the Bank holds data about him/her;
  - (b) to request access to such data:
  - (c) to require the Bank to correct any data relating to him/her which is inaccurate:
  - (d) 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;
- (e) 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 access and/or correction requests to the relevant credit reference agency(-ies) or debt collection agency(-ies): and

- (f) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to credit reference agencies, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency(-ies) 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 the 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 the credit reference agency(-ies)), 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)).
- 11. 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 10(f) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- 12. 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 mentioned in paragraph 10(f) above) may be retained by credit reference agencies, 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 data subject with evidence to the credit reference agency(-jes), 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.
- 14. A data subject 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:

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

- 15. The Bank may have obtained credit report(s) on the data subject from credit reference agency(-ies) in considering any application for credit. In the event the data subject wishes to access the credit report(s), the Bank will, upon request being made, advise the contact details of the relevant credit reference agency(-ies).
- Nothing in this Statement shall limit the rights of data subjects under the Ordinance.

December 2024

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

A Member of Yuexiu Group