

**華南商業銀行股份有限公司（以下簡稱「本行」）**  
**Hua Nan Commercial Bank Limited (the "Bank")**  
**關於個人資料（私隱）條例（以下簡稱「通知」）致客戶的通知**  
**Notice to Customers relating to the Personal Data (Privacy)**  
**Ordinance (the "Notice")**

In compliance with the Personal Data(Privacy) Ordinance(“the Ordinance”) of Hong Kong, Hua Nan Commercial Bank Co., Ltd., Hong Kong Branch(“the Bank”) would like to inform you the following: 依從香港個人資料（私隱）條例（以下簡稱「條例」），華南商業銀行股份有限公司香港分行（以下簡稱「本行」）現通知貴客戶以下細則：

1. The term “customer”, wherever mentioned in this Notice, includes the following categories of individuals:

無論於本通告何處提及「客戶」一詞，包括以下所稱類別之個人

- (i) applicants for or clients/users of banking/financial services and facilities provided by the Bank and their authorized person(s)

本行提供之銀行/金融服務及授信申請人或客戶/使用者及其被授權人；

- (ii) sureties and parties providing security, guarantee or any form of support for obligations owed to the Bank;

對本行負有責任而擔任擔保人、保證人及提供抵押、擔保或任何形式之支持人士；

- (iii) directors, shareholders, officers and managers of any corporate applicant and client/user; and any company applicant and client/user's directors, shareholders, officers and managers; and

任何公司申請人及客戶/使用者之董事、股東、職員及經理;及

- (iv) suppliers, contractors, service providers and other contractor counterparties of the Bank.

本行之供應商、承包商、服務提供者及其他契約之交易對手。

For the avoidance of doubt, “customer” shall not include any incorporated bodies. The content of this Notice shall apply to all customer and form part of any contract for services that the customer has or may enter into with the Bank from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, the Notice shall prevail insofar as it relates to the protection of the customer’s personal data. Nothing in this Notice shall limit the rights of the customer under the Ordinance.

為免生疑問，「客戶」一詞不包含任何法人團體。本通告內容適用於所有客戶，並為其與本行不時訂立或可能訂立之任何合約之一部分。若本通告與有關之合約生差異或歧異時，就有關客戶個人資料保護而言，悉依本通告為準。另，本通告並無限制客戶於條例下之權利。

2. From time to time, it is necessary for customers 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 and other financial services or compliance with any laws or guideline issued by regulatory or other authorities.

客戶就開立或延續帳戶、設立或延續銀行服務或其他金融服務時，或因法例規定或監管或其他管理機構所發出之指引時，需要不時向本行提供有關的資料。

3. 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 services and other financial services or comply with any laws or guideline issued by regulatory or other authorities.

客戶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、設立或延續銀行服務或其他金融服務，或遵守相關之法例規定或監管或其他管理機構所發出之指引。

4. It is also the case that data are collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when a customer writes cheques or deposits money or applies for credit or generally communicate verbally or in writing with the Bank, by means of documentation or telephone recording system or information obtained from credit reference agencies as the case may be.

本行亦會在延續日常銀行或其他金融業務關係運作中以文書、電話錄音系統收集或經資信調查機構獲取客戶資料，如當客戶開出支票或存款或申請信貸或在一般情況下以口頭或書面形式與本行溝通時。

5. The purposes for which data relating to a customer may be used are as follows: -

客戶的資料可被用作下列用途：-

- (i) the daily operation of the services and credit facilities provided to customers;  
為客戶提供服務和信貸融通所涉及的日常運作；
- (ii) conducting credit checks including without limitation at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;  
進行信用檢查，包括但不限於客戶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；
- (iii) creating and maintaining the Bank's credit scoring models and risk related models;  
設立及維持本行的信貸評分模式和風險相關準則；
- (iv) providing credit reference;  
供信用查詢參考；
- (v) assisting other financial institutions to conduct credit checks and collect debts;  
協助其他金融機構進行信用檢查及追討欠債；
- (vi) ensuring ongoing credit worthiness of customers;  
確保客戶持續維持可靠信用；
- (vii) designing and developing financial services or related products or credit facilities for customers' use;  
設計及研發供客戶使用的金融服務或有關產品或信貸融通；
- (viii) marketing services, products and other subjects (please see further details in paragraph 8. below);  
推廣服務、產品及其他標的(詳情請參閱以下 8. 段)；
- (ix) verifying the data/information provided by any other customer or third party;  
核實任何其他客戶或第三方所提供的數據/資料；
- (x) determining amounts owed to or by customers;;  
確定本行對客戶或客戶對本行的欠債金額；
- (xi) enforcing customer's obligations including without limitation collection of amounts outstanding from customers and those providing security for customers' obligations;  
強制執行客戶應向本行所履行之責，包括但不限於向客戶及為客戶債務提供抵押的人士追討欠款；
- (xii) 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:  
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：
  - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;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；

- (b) 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;  
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；
- (c) 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 reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;  
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；
- (xiii) 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 programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;  
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；
- (xiv) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of our branches (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information) or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of our branches are expected to comply (e.g. guidelines issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);  
根據對本行或其任何分行有約束力的法例規定（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），或因監管或其他管理機構所要求本行或其任何分行遵守的指引而作出披露（例如稅務局所發出的指引，包括關於自動交換財務賬戶資料的指引）；
- (xv) enabling actual or proposed assignee(s) of all or any part of the Bank's business and/or assets, or participant(s) or sub-participant(s) of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use the customer's data in the operation of the business or rights assigned; and  
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）、或本行就客戶的權利的參與人（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客戶的資料；及
- (xvi) purposes incidental, associated or relating thereto.

與上述有聯繫、附帶性或有關的用途。

6. Data held by the Bank relating to a customer will be kept confidential but the Bank may provide and disclose (as defined in the Ordinance) such information to the following parties for the purposes set out in paragraph 5. above: -

本行持有的客戶資料將予以保密，但本行可就以上 5. 段列明的用途把該等資料提供及披露（如條例所定義的）予下列各方：-

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services or any associated operations to the Bank in connection with the operation of its business;  
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有關服務或與本行業務運作有關聯的任何代理人、承辦商或第三方服務供應商；
- (ii) any other person under a duty of confidentiality to the Bank including a group company or its branch of the Bank which has undertaken to keep such information confidential;  
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成員或其分行；
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;  
付款銀行向出票人提供已付款支票的副本（而其中可能載有收款人的資料）；
- (iv) a person making any payment into the customer's account (by providing a copy of a deposit confirmation slip which may contain the name of the customer);  
任何向客戶戶口存款的人士（在提供存款證明收據時，其中可能載有客戶的姓名）；
- (v) credit reference agencies, and, in the event of default, to debt collection agencies;  
信貸資料服務機構，以及在客戶欠帳時，則可將該等資料提供給追討欠款公司；
- (vi) 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 purposes of 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 with which 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 or other authorities, or self-regulatory or industry bodies or associations of financial 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;  
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；
- (vii) 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  
本行的任何實際或建議承讓人或就本行對客戶享有的權利的參與人或附屬參與人或受讓人；及

(a) the Bank's group companies (including but not limited to holding companies, headquarters, subsidiaries, branches, representative offices and affiliates, wherever situated);

本行集團成員(包括但不限於控股公司、總行、子行、分行、代表辦事處及附屬成員，無論其所在地)；

(b) third party financial institutions, insurers, credit card companies, securities and investment services providers;

第三方金融機構、承保人、信用卡公司及證券投資服務供應商；

(c) 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, wherever situated) that the Bank engages for the purposes set out in paragraph 5.(viii) above.

就以上 5.(viii)段列明的用途而被本行任用之外判服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司，無論其所在地)。

**Such information may be transferred to a place outside the Hong Kong Special Administrative Region.**

該等資料可能被轉移至香港特別行政區境外。

7. 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:

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，本行可能會把下列客戶資料(包括不時更新任何下列資料的資料)以本行及/或代理人的名義提供予信貸資料服務機構：

(i) full name;

全名；

(ii) 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);

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)；

(iii) Hong Kong Identity Card Number or travel document number;

香港身分證號碼或旅遊證件號碼；

(iv) date of birth;

出生日期；

(v) correspondence address;

通訊地址；

(vi) mortgage account number in respect of each mortgage;

就每宗按揭的按揭帳戶號碼；

(vii) type of the facility in respect of each mortgage;

就每宗按揭的信貸種類；

(viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and

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

(ix) if any, mortgage account closed date in respect of each mortgage.

就每宗按揭的按揭帳戶結束日期（如適用）。

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).

信貸資料服務機構將使用上述由本行提供的資料統計客戶（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）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）。

## 8. USE OF DATA IN DIRECT MARKETING

### 在直接促銷中使用資料

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:

本行擬把客戶資料用於直接促銷，而本行為該用途須獲得客戶同意（包括表示不反對）。

就此，請注意：

(i) the name, contact details, products and 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;

本行可能把本行不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；

(ii) the following classes of services, products and subjects may be marketed:

可用作促銷下列類別的服務、產品及促銷標的：

financial, insurance, banking and related services and products;

財務、保險、銀行及相關服務及產品；

(iii) the above services, products and subjects may be provided or solicited by the Bank and/or:

上述服務、產品及促銷標的可能由本行及/或下列各方提供或徵求：

(a) the Bank's group companies (including but not limited to holding companies, headquarters, subsidiaries, branches, representative offices and affiliates, wherever situated);

本行集團成員（包括但不限於控股公司、總行、子行、分行、代表辦事處及附屬成員，無論其所在地）；

(b) third party financial institutions, insurers, credit card companies, securities and investment services providers;

第三方金融機構、承保人、信用卡公司及證券投資服務供應商；

(iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 8.(i) above to all or any of the persons described in paragraph 8.(iii) 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;

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 8.(i) 段所述的資料提供予以上 8.(iii) 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，而本行爲此用途須獲得客戶書面同意（包括表示不反對）；

- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph 8. (iv) above and, when requesting the customer's consent or no objection as described in paragraph 8. (iv) 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.

本行可能因如以上 8. (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，本行會於以上 8. (iv)段所述徵求客戶同意(或不反對)時通知客戶。

**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.**

如客戶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，客戶可通知本行行使其選擇權拒絕促銷。

**9. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right: -**

根據條例的條款及個人信貸資料實務守則，任何客戶有權：-

- (i) to check whether the Bank holds data about him and of access to such data;  
查核本行有否持有其資料及查閱該等資料；
- (ii) to require the Bank to correct any data relating to him which is inaccurate;  
要求本行改正任何有關其不準確的資料；
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;  
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；
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and  
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

- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

就本行向信貸資料服務機構提供的任何帳戶資料（爲免生疑問，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爲期超過 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））。

10. 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 9.(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.

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 9.（v）段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

11. 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 9.(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.

如客戶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 9.（v）段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶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）。

12. 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.

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. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

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，應向下列人士提出：-

資料保護主任

華南商業銀行股份有限公司

香港灣仔港灣道 18 號中環廣場 5601-5605 室

電話：2824 0288

傳真：2824 2573

The Data Protection Officer

Hua Nan Commercial Bank Limited

Suite 5601-5605, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong

Telephone: 2824 0288

Fax: 2824 2573

14. The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

本行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶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。

15. After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of 7 years or such other period as prescribed by applicable laws and regulations.

本行在結束帳戶/終止服務後會繼續持有有關客戶資料 7 年或按照相關法律和法規所定期限持有有關客戶資料。

16. In case of discrepancies between the Ordinance and other regulations legislated outside Hong Kong Special Administrative Region, the laws of the Hong Kong Special Administrative Region shall apply and prevail.



如條例之解釋與香港特別行政區境外法律產生歧異者，以香港特別行政區法律為準。

日期 二零一七年十月

Date October 2017