

## CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)

### Data Policy Notice (the "Notice")

This Notice sets out the data policies of CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) (the "Bank", which expression shall include its successors and assigns) in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). This Notice forms part of the standard terms and conditions for banking facilities, account terms and conditions and/or other agreements or arrangements that a data subject enters into with the Bank. If any inconsistency is found, the provisions of this

For the purposes of this Notice, "Zheshang Group" means the Bank and its branches, holding company. representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).

References to "data subjects" in this Notice means the customers of the Bank and various other persons, including without limitation, applicants for banking/financial services and facilities, security providers, sureties, guarantors, shareholders, directors, corporate officers and managers, sole proprietors, partners, suppliers, contractors, service providers and other contractual counterparties supplying data (including personal data as defined in the Personal Data (Privacy) Ordinance (the "Ordinance")) to the Bank.

- (a) From time to time, it is necessary for data subjects to supply the Bank with data in connection with various matters such as opening or continuation of accounts, establishment or continuation of banking facilities, provision of banking services and other financial services, provision of supplies or services to the Bank and/or data subjects or compliance with any laws, regulations, guidelines or requests issued
- (b) 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 or accept or continue with the provision of supplies or services.
- (c) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the relationships with them (e.g. when data subjects write cheques, deposit money, apply for facilities or services or give instructions).
- (d) The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Bank. Broadly, they may comprise any or all of the following
- (i) processing of applications for banking/financial services and facilities;
- (ii) operation of services and credit facilities provided by or to the Bank or to data subjects;
- (iii) provision of reference (status enquiries);
- (iv) conducting credit and other status checks:
- (v) assisting other financial institutions to conduct credit checks and collect debts;
- (vi) ensuring ongoing credit-worthiness of data subjects;
- (vii) researching and/or designing financial services or related products for data subjects' use;
- (viii) marketing services, products and other subjects (see further details in paragraph (h) below);
- (ix) operating internal controls including determining the amount of indebtedness owed to or by
- (x) performing treasury functions;

- (xi) provision of investment management services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a data subject holds with the
- (xii) enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects'
- (xiii) for operational purposes, credit assessment, credit scoring models or statistical analysis, whether on the data subjects or otherwise;
- (xiv) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of any member of Zheshang Group to comply with, or in connection with:
- (1) any law regulation, judgment, court order, voluntary code, sanctions regime, within or outside Hong Kong existing currently and in the future;
- (2) any guidelines, guidance or requests given or issued by any legal, judicial. regulatory, governmental, tax, law enforcement or other authorities, or selfregulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (the "Authorities") and any international guidance, internal policies or procedures;
- (3) any present or future contractual or other commitment with local and foreign Authorities that is assumed by or imposed on or applicable to any member of Zheshang Group: by reason of its financial, commercial, business or other interest or activities in or related to the jurisdiction of the relevant local or foreign Authorities
- (xv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with Zheshang Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xvi) creating and maintaining the Bank's credit scoring models;

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- (xvii) 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;
- (xviii) purposes specifically provided for in any particular service or facility offered by the Bank. Such procedures include matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);
- (xix) meeting any obligations of the Bank or any member of the Zheshang Group to comply with any demand or request from the Authorities, such as exchange of information, withholding or deduction: and
- (xx) all other incidental and associated purposes relating to any of the above, including seeking professional advices.

The Bank keeps data only for as long as is reasonably required for the above purposes or as required by applicable laws. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes.

- (e) Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for any of the purposes set out in paragraph (d):
- (i) any member of Zheshang Group, agent, contractor, sub-contractor, service provider or associate of Zheshang Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);

- (ii) any 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 (including their employees, directors and officers);
- (iii) any Authorities;
- (iv) any other person which has undertaken expressly or impliedly to any member of Zheshang Group to keep such information confidential:
- (v) any authorised institution (as such term is defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the data subject has or proposes to have dealings:
- (vi) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer:
- (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
- (viii) any person to whom any member of Zheshang Group is under an obligation or required or expected to make disclosure under the requirements of any law binding on or applying to any member of Zheshang Group or any disclosure under and for the purposes set out in, or in connection with, paragraph (d)(xiv) and (d)(xv);
- (ix) 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; and
- (x) (1) any member of Zheshang Group;
  - third party financial institutions, insurers, card companies, securities and investment services providers:
- (3) third party reward, loyalty and privilege programme providers:
- co-branding partners of any member of Zheshang Group (the names of such cobranding partners can be found in the application form(s) for the relevant services and products, as the case may be):
- (5) charitable and non-profit making organisations; and
- (6) external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies and market research firms),
- that the Bank engages for the purposes set out in paragraph (d)(viii).
- (f) For the purpose of (d)(v) above, the Bank may from time to time access and obtain consumer credit data of the data subject from a credit reference agency for reviewing any of the following matters in relation to the credit facilities granted:
- (i) an increase in the credit amount;

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- (ii) the curtailing of credit (including the termination of credit or a decrease in the facility amount);
- (iii) the putting in place or the implementation of a scheme of arrangement with the data subject.

When the Bank accesses consumer credit data about a data subject held with a credit reference agency, it must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (the "Code") and other relevant regulatory requirements.

- (g) Of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the mortgage account general data relating to data subjects (including any updated data thereof) may be provided by the Bank to the credit reference agency.
- Such mortgage account general data means the following data of the data subject: full name, capacity in respect of each mortgage (as borrower, mortgagor or guarantor), Hong Kong Identity Card or travel document number, date of birth or date of incorporation, address, mortgage account number in respect of each mortgage, type of facility in respect of each mortgage, mortgage account status in respect of each mortgage (e.g. active, closed, write-off) and mortgage account closed date in respect of each mortgage, if any.
- The credit reference agency will use the mortgage account general data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by a data subject (as borrower, mortgagor or guarantor respectively, whether in sole name or 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).
- (h) Use Of Data In Direct Marketing

The Bank intends to use the data subject's data in direct marketing and the Bank requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
- (1) financial, insurance, credit cards, debit cards, banking and related services and products;
- (2) reward, loyalty, co-branding or privilege programmes and related services and
- (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
- donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - any other member of Zheshang Group;
  - (2) third party financial institutions, insurers, card companies, securities and investment services providers:
  - third party reward, loyalty or privilege programme providers;

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- (4) co-branding partners of any member of Zheshang Group; and
- (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects. and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose;

(v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Bank at any time and without charge.

- (i) Under and in accordance with the terms of the Ordinance and the Code, any data subject has the right:
  - (i) to check whether the Bank holds data about him/her and access to such data:
  - (ii) to require the Bank to correct any data relating to him/her which is inaccurate:
  - (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; and
  - (iv) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Bank to a credit reference agency:
  - (1) to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies:
  - (2) be provided with further information to enable an access and correction request to be made to the relevant credit reference agency or debt collection agency; and
  - upon termination of the account by full payment, to instruct the Bank to request a credit reference agency to delete any such data from its database, so long as the instruction is given within 5 years of termination and there has been no payment default in excess of 60 days in the 5 years immediately before account termination.
- 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 may be retained by the credit reference agency until expiry of 5 years from the date of final settlement of the amount in default. 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 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)).

In the event of any default of payment relating to an account, unless the amount in default is fully

- (k) In the event any amount in an account is written off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph (j) 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 expiry of 5 years from the date of final settlement of the amount in default or expiry of 5 years from the date of discharge from bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- (1) The Bank may obtain a credit report on or access the database of the data subject from a credit reference agency in considering any application for credit or conducting credit reviews from time to time. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (m) Data of a data subject may be processed, kept, transferred or disclosed in and to any country as the Bank or any person who has obtained such data from the Bank referred to in paragraph (e) above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (n) The Bank may charge a reasonable fee for the processing of any data access request.
- (o) Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

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(p) In accordance with the Ordinance, data subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to:

The Data Protection Officer CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) 15th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong Facsimile: 2320 3089

(q) In case of discrepancies between the English and Chinese versions, the English version shall prevail.

March 2018

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## Opt-out Request Form

Opt-out Request Processing Team CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) 15th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong

Facsimile: 2320 3089

Instruction: To opt-out from CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) (the "Bank") using or providing your data to other persons for use in direct marketing, please complete this form and return it to us.

Customer Name Identification Document /Business Registration No. (Please provide first 5 letters/numbers (e.g. A2468) Contact Phone No. Effective Date Type of Direct Marketing Opt- Direct Marketing 

Electronic Direct Marketing

This serves as my / our instruction to the Bank to opt out of receiving product promotions or direct marketing materials from the Bank by the type(s) of direct marketing mentioned above.

I / We confirm that the information given above is correct and complete and agree to be bound by the applicable terms and conditions of the Bank.

The above options represent my / our present choice of whether or not to receive direct marketing contact or information. This replaces any choice previously communicated to the Bank

#### CUSTOMER'S SIGNATURE:

- 1. The request is applicable to your personal accounts only. For the joint account, each account holder will fill in "Opt-out Request Form" separately.
- 2. This request will be processed within 14 business days after the Bank receives this application form and this request applies to all accounts maintained by you at the Bank.
- 3. Signature(s) must match the specimen records of any relevant personal accounts with the Bank.
- 4. Please note that the above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Data Policy Notice, as amended from time to time. Please refer to the Data Policy Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

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#### CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH), A JOINT-STOCK COMPANY INCORPORATED IN THE PEOPLE'S REPUBLIC OF CHINA WITH LIMITED LIABILITY

## 拒收直銷推廣申請表

致:	處理拒收直銷推廣申請部門
	浙商銀行股份有限公司 (香港分
	香港中環康樂廣場8號
	交易廣場三期 15 樓

傳真: 2320 3089

**指示**:若閣下不希望**浙商銀行股份有限公司(香港分行)**(「銀行」)將閣下的資料用於或提供予 其他人十作直銷推廣用途,請填妥並交回本表格。

客戶名稱		
身份證明文件 /		
商業登記證號碼		
(請提供頭 5 位字母/號碼 (例如: A2468)		
聯絡電話號碼		
生效日期		
拒收之直銷推廣類別	□直接直銷推廣	□電子直銷推廣

現通知銀行本人 / 吾等不欲收取銀行經上述直銷推廣類別所發出之產品宣傳或直銷推廣。

本人/吾等確認以上資料均屬正確及完整,並同意接受銀行的戶口及有關服務條款及細則所約束。 以上是本人/吾等目前就是否接收直銷推廣聯繫或資訊所作出的選擇,並<u>將取代本人/吾等以往曾向銀行</u> 表限的選擇。

註:

- (1) 上述申請只適用於閣下之個人戶口,如聯名戶口欲同時申請拒收直銷推廣,每一戶口持有人 需分別填妥「拒收直銷推廣申請表」。
- (2) 此項申請於銀行收取此表格後 14 個工作天內處理完成,並適用於本人/吾等於銀行之所有戶口。
- (3) 簽署式樣須與銀行之任何一個相關個人戶口記錄相符。
- (4) 請注意,閣下以上選擇適用於銀行不時修訂的資料政策通告內列明的各類產品、服務及/或項目的直銷推廣。此外,請留意該通告所述可能會被用於直銷推廣的個人資料類別,以及可能會獲提供閣下的個人資料作直銷推廣用途的人士。

- (3) 於悉數清償欠款以終止帳戶時,指示銀行要求有關信貸資料服務機構從其資料 庫中刪除與該已結束的帳戶有關的任何資料,惟是項指示必須於帳戶終止後五 年內發出,且該帳戶在緊接帳戶終止之前五年內,並無超過60天的拖欠還款紀錄。
- (j) 如戶口出現拖欠還款情況,除非拖欠金額在由出現拖欠日期起計 60 天屆滿前全數清還或撇帳 (因破產令導致者除外),否則由信貸資料機構所持有的帳戶還款資料可在該拖欠款項全數清 還後繼續保留五年。帳戶還款資料包括上次到期的還款額、上次報告期間(即緊接銀行最近一次向信貸資料機構提供帳戶資料之前不超過 31 天的期間)所支付的還款額、剩餘可用信貸額或 未償還數額及欠款資料(即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還超過 60 天的欠帳的日期(如有的話))。
- (k) 如資料當事人因被頒布破產令而導致戶口任何金額被撤帳,不論其帳戶還款資料(定義見以上 (j)段)是否顯示有超過 60 天的欠帳,由信貸資料機構所持有的帳戶還款資料可在該拖欠款 項全數清遭後繼續保留五年,或由資料當事人獲解除破產令(其須提出證據將此事通知信貸資 料機構)的日期起計保留五年(以較先出現的情况計算)。
- 銀行考慮任何信貸申請或不時進行信貸審查時,可向信貸資料服務機構提取有關資料當事人的 信貸報告或查閱資料當事人的資料庫。假如資料當事人希望查閱該信貸報告,銀行會提供有關 信貸資料服務機構的聯絡詳情。
- (m) 銀行或前文(e)段所指從銀行取得有關資料的任何人士,可按其認為合適的方式處理、保存、轉移或披露資料當事人的資料到任何國家。該等資料亦可根據該國當地的價例和法律、規則和規例(包括任何政府措施和指令)而處理、保存、轉移或披露。
- (n) 銀行有權就處理任何查閱資料的要求收取合理費用。
- (o) 本通告並不限制資料當事人根據該條例所享有的權利。
- (p) 根據該條例,資料當事人可要求查閱或更正資料,或索取資料以了解銀行的資料政策和慣例及 所持有的資料種類。此等要求應向下列人士提出:

浙商銀行股份有限公司(香港分行) 香港中環康樂廣場 8 號 交易廣場三期 15 樓 資料保護主任 傅真: 2320 3089

(q) 如中英文版本有任何歧義,概以英文版本為準。

二0一八年三月

銀行擬把資料當事人的資料用於直銷推廣,而銀行爲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:

- 銀行或會將銀行不時持有的資料當事人姓名、聯絡資料、産品及服務組合資料、交易 模式及行爲、財務背景及人口統計數據用於直銷推廣;
- (ii) 可用作促銷下列類別的服務、産品及項目:
- (1) 財務、保險、信用卡、扣帳卡、銀行及相關服務與産品;
- (2) 獎賞、客戶年資獎賞聯營品牌或優惠計劃及相關服務與産品;
- (3) 銀行的聯營品牌合作夥伴提供的服務及産品(該等聯營品牌合作夥伴的名稱可能列印於相關服務與産品(視屬何情況而定)的申請表內);及
- (4) 爲慈善及/或非牟利用途的捐款及捐贈;
- (iii) 上述服務、産品及項目或會由銀行及/或以下各方提供或(就捐款及捐贈而言)徵求:
- (1) 任何其他浙商集團成員;
- (2) 第三方金融機構、承保人、卡公司、證券及投資服務供應商;
- 第三方獎賞、客戶年資獎賞或優惠計劃供應商;
- (4) 任何浙商集團成員之聯營品牌合作夥伴;及
- (5) 慈善或非牟利機構;
- (iv) 除促銷上述服務、産品及項目之外,銀行亦擬將以上(h)(i)段所述的資料提供予以上(h)(iii)段所述的全部或任何人士,以供該等人士用以促銷該等服務、産品及項目,而銀行爲此用途須獲得資料當事人書面同意(包括表示不反對);
- (v) 銀行如以上(h)(iv)段所述將資料提供予其他人士可能會獲得金錢或其他財産的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財産的回報,銀行會於以上(h)(iv)段所述通知資料當事人,並徵求資料當事人同意或不反對。

如資料當事人不希望銀行將其資料用於或提供予其他人士作上述的直銷推廣用途,資料當事人 可願時通知銀行以行使其拒絶直銷推廣的權利,此安排並不收取任何費用。

- (i) 根據及按照該條例及該守則的條款,任何資料當事人有權:
- (i) 查核銀行是否持有其資料及查閱該等資料;
- (ii) 要求銀行更正有關其不準確的資料;
- (iii) 查明銀行對於資料的政策及慣例,並獲告知銀行持有的個人資料類別;及
- (iv) 就銀行已向信貸資料服務機構提供的個人信貸資料(包括關於按揭的資料)方面:
  - (1) 要求獲告知會慣常地披露予信貸資料服務機構或收數公司的資料項目;
  - (2) 要求獲提供進一步資料,藉以向有關信貸資料服務機構或收數公司查閱及更正 資料要求;及

- (vii) 信貸資料服務機構;而在資料當事人拖欠款項的情況下,則可將該等資料提供給收數公司;
- (viii) 任何浙商集團成員根據對任何浙商集團成員具約束力或適用的法律規定,或根據(d) (xiv)及(d)(xv)段所列的目的,而有義務或被要求或被期望向其披露該等資料的 任何人士;
- (ix) 銀行對資料當事人的權利的任何實際或建議受讓人、參與人或附屬參與人或受讓人; 及
- (x) 獲銀行聘用作(d)(viii)段所列用途的:
- (1) 任何浙商集團成員;
- (2) 第三方金融機構、承保人、卡公司、證券及投資服務供應商;
- (3) 第三方獎賞、客戶年資獎賞及優惠計劃供應商;
- (4) 銀行及任何其他浙商集團成員的聯營品牌合作夥伴(該等聯營品牌合作夥伴的名稱有可能列印於有關服務與產品(視屬何情況而定)的申請表內);
- (5) 慈善或非牟利機構;及
- (6) 外聘服務供應商(包括但不限於專業顧問、寄件服務公司、電訊公司、電話 推廣及直銷服務代理、電話服務中心、數據處理公司、資訊科技公司及市場 調查公司)。
- (f) 就以上(d)(v)段之目的而言,銀行可不時向信貸資料服務機構查閱及提取資料當事人的個人信貸資料,以檢討任何與信貸安排有關的下列事項:
- (i) 增加信貸額;
- (ii) 縮減信貸額(包括終止信貸或降低信貸額);或
- (iii) 與資料當事人制訂或實行債務重組計劃。

銀行向信貸資料服務機構查閱資料當事人的個人信貸資料時,必須符合根據該條例核准和發出的《個人信貸資料實務守則》(「**該守則**」)及其他相關的監管規定。

- (g) 銀行不時就按揭收集或持有的所有資料當中,銀行可向信貸資料服務機構提供關於資料當事人的按揭帳戶一般資料(包括其可能不時更新的任何資料)。
- 該等按揭帳戶一般資料指資料當事人的下列資料:全名、就每宗按揭的身份(即作為借款人、 按揭人或擔保人)、香港身份證或旅遊證件號碼、出生日期或公司註冊日期、地址、每宗按揭 的按揭帳戶號碼、每宗按揭的信貸種類、每宗按揭的按揭帳戶狀況(如生效、已結束、已撇帳) 及每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構會使用由銀行提供的按揭帳戶一般資料統計個別資料當事人(不論是單名或 與他人聯名,分別以借款人、按揭人或擔保人身份)不時持有的按揭宗數,於信貸資料服務機 構的個人信貸資料庫內讓信貸提供者共用(須受該守則的規定所約束)。

(h) 在百銷推廣中使用資料

- (xiii) 為資料當事人或非資料當事人作營運用途、信貸評估、信貸評分模式或統計分析;
- (xiv) 履行下列適用於浙商集團就披露及使用資料的義務、規定或安排(不論是強制或自願 遵守的):
  - (1) 任何香港境內或境外、目前或將來存在的任何法律、法規、判決、法庭命令、 自律守則、制裁;
  - (2) 任何香港境內或境外、目前或將來存在的任何法律、司法、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「機 關」作出或發出的任何指引或指導或要求,與及任何國際指引、內部政策或 程序;
  - (3) 任何浙商集團成員與本地或外地機關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機關承擔或被施加的任何合約或其他承諾(包括目前及未來的合約或承諾);
- (xv) 為遵守浙商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義務、規定、政策、程序、措施或安排,浙商集團將共用資料及資訊;
- (xvi) 為訂立和保持銀行的信用評分模式;
- (xvii) 讓銀行的實際或建議受讓人或銀行對資料當事人的權利的參與人或附屬參與人可評估 涉及有關該轉讓、參與或附屬參與的交易;
- (xviii) 銀行在提供指定服務或授信時特別設立的用途。有關程序包括配對程序(如該條例所 界定,但大致包括比較資料當事人的兩組或更多資料,以決定採取不符合資料當事人 利益的行動,例如否決申請);
- (xix) 履行銀行或任何浙商集團成員遵守機關的任何要求和請求的義務,如資料交換、扣減 或預扣;及
- (xx) 一切與上述有聯繫及有關的用途,包括尋求專業意見

對於資料的保存時限,銀行不會超出上述用途的合理需要或適用法律的規定。包括在處理與上 述用途有關查詢的合理需要。

- (e) 銀行對資料當事人的資料將會保密,但銀行可以因(d)段所列的用途而把有關資料提供予下列 人士(不論是否在香港境內或境外):
- (i) 任何浙商集團成員、代理人、承包商、分包商、服務供應商、浙商集團關聯公司(包括他們的僱員、董事、人員、代理人、承包商、服務供應商和專業顧問);
- (ii) 向銀行提供與銀行業務運作上有關的行政、電訊、電腦、支付、證券結算或其他服務的第三方服務供應商(包括其僱員、董事或人員);
- (iii) 任何機關;
- (iv) 曾向浙商集團成員明示或默示地承諾將有關資料保密的其他人士;
- (v) 任何認可機構(定義見《銀行業條例》)或於另一司法管轄區與資料當事人進行或擬 進行交易的其他類似性質的認可或受規管機構;
- (vi) 向支票開票人提供已付款支票副本(當中可能載有支票收款人的資料)的付款銀行;

# 浙商銀行股份有限公司 (香港分行) 資料政策通告 ("通告")

本通告列載浙商銀行股份有限公司(香港分行)(「銀行」,此詞語包括其繼承人及受讓人)在中華人 民共和國香港特別行政區(「香港」)的資料政策。本通告構成資料當事人與銀行訂立的銀行授信標 準條款、銀行帳戶的條款及細則及/或資料當事人與銀行訂立的其他協議或安排的一部分。如有任何披養, 概以本通告的條文為準。

就本通告的目的而言,「**浙商集團**」指浙商銀行股份有限公司及其分行、控股公司、代表辦事處、附屬公司及聯屬機構(包括該等附屬公司或聯屬機構的分行或辦事處)。 本通告內對「**管料當事人**」的提述指銀行客戶及向銀行提供資料(包括《個人資料(私隱)條例》

(「**該條例**」)所界定的個人資料)的其他類型人士,包括但不限於銀行/金融服務及授信申請人、提供抵押品的人士、保證人及擔保人、股東、董事、公司職員及經理、獨資經營者、合夥人、供應商、承包商、服務供應商及其他合約方。

- (a) 資料當事人在各項事情上如開立或延續帳戶、設立或延續銀行授信、要求提供銀行服務或其他 金融服務,或向銀行及「或資料當事人提供資源或服務或遵守任何法律、法規、指引或機關出具 的要求時,需要不時向銀行提供有關的資料。
- (b) 若未能提供有關資料,可能導致銀行無法開立或延續帳戶、提供或延續銀行授信、提供銀行服務,接納或延續資源或服務供應。(c) 在銀行與客戶正常業務往來期間,例如當資料當事人簽發支票、存款、申請授信或服務或發出
- 指示時,銀行亦會收集資料當事人的資料。
- (d) 資料當事人的資料的用途將視乎其與銀行的關係性質而有所不同;大致而言,可包括下列任何 用途:
  - (i) 處理銀行/金融服務及授信的申請;
  - (ii) 由銀行或向銀行或資料當事人提供的服務及借貸授信的運作;
  - (iii) 提供信用查詢參考(狀況查詢);
  - (iv) 進行信貸及其他狀況審查;
  - (v) 協助其他金融機構進行信貸審查及追收債務;
  - (vi) 確保資料當事人的信用維持良好;
  - (vii) 研發及/或設計供資料當事人使用的金融服務或有關產品;
  - (viii) 推廣服務、產品及其他項目(詳情請參閱下方(h)段);
  - (ix) 執行內部監控措施,包括確定銀行與資料當事人相互間的債務;
  - (x) 履行財資管理職能;
  - (xi) 根據資料當事人在銀行開立帳戶的條款及細則提供投資管理、交易、咨詢、託管及其 他服務;
  - (xii) 執行資料當事人向銀行所負的責任,包括但不限於向資料當事人及為資料當事人提供 抵押品的人士追收欠款的責任;

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