

**Notice to Customers and Others relating to the Personal Data (Privacy) Ordinance and Public Bank (Hong Kong) Limited's Data Policy etc.**

This Notice provides information regarding the policy and practice of Public Bank (Hong Kong) Limited (the "Bank") in relation to personal and other data concerning Data Subjects.

- (a) From time to time, it is necessary for Data Subjects to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (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.
- (c) It is also the case that data are collected from Data Subjects in the ordinary course of the continuation of the banking relationship (for example, when customers write cheques or deposit money or apply for credit facilities) and where relevant from other parties in the ordinary course of or for the purpose of the Bank's business (e.g. from credit reference agency for the purpose of credit assessment when considering credit application, from the Bank's corporate customer in which the Data Subject is a shareholder director or other officer when the corporate customer opens an account with the Bank).
- (d) The purposes for which data relating to a Data Subject may be used are as follows:
  - (i) provision of financial banking and other related services (including but without limitation to deposit, financing, investment management, dealing, advisory, financial planning and custody services) and operation of the services and credit facilities provided to customers;
  - (ii) conducting credit and other status checks, whether at the time of application for credit or regular or special reviews (which normally will take place one or more times each year) or otherwise;
  - (iii) processing applications for banking and/or other financial services and facilities;
  - (iv) creating and maintaining the Bank's credit scoring and risk related models;
  - (v) provision of reference (status enquires);
  - (vi) maintaining credit history of Data Subjects;
  - (vii) assisting other financial institutions to conduct credit checks, collect and recover debts and enforce judgments;
  - (viii) ensuring ongoing credit worthiness of Data Subjects;
  - (ix) designing and improving financial services or related products for Data Subjects' use;
  - (x) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (xi) internal monitoring and control, including but without limitation to determining amounts owed to or by Data Subjects;
  - (xii) enforcement of Data Subjects' obligations, including but without limitation to collection of amounts outstanding from Data Subjects and those providing security or otherwise acting as surety for the obligations of customers and other parties having liability to the Bank;
  - (xiii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or the Bank Group Company or that it is expected to comply according to:
    - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative

Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of Bank Group Company 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;
  - (xiv) 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;
  - (xv) 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;
  - (xvi) conducting matching procedures (including related comparisons), whether for credit checking, data verification or otherwise and whether or not for and/or would result in adverse actions against the Data Subjects;
  - (xvii) responding to requests for information made for the purpose of complying with legal and/or regulatory requirements or by the court, the police, the law enforcement, supervisory or regulatory authority;
  - (xviii) research and statistical analysis (including behavioral analysis);
  - (xix) all other incidental and associated purposes relating to any of the foregoing purposes.
- (e) Data (except data already in the public domain) held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties for any of the purposes set out in paragraph (d) above, irrespective of whether the place of business of the recipient is within or outside Hong Kong, whether or not the data would be transferred outside Hong Kong and whether the data will following such disclosure be collected held processed or used by such recipient in whole or in part outside Hong Kong :
- (i) any agent, any contractor, third party service provider, adviser or consultant who provides administrative, telecommunications, computer, data processing and analysis, payment, securities clearing, debt collection, valuation, research, legal, financial, accounting, audit or other services to the Bank or any Bank Group Company in connection with the operation of their respective business;
  - (ii) any Bank Group Company and any other person who has expressly or impliedly undertaken to keep such information confidential or otherwise is under a duty of confidentiality to the Bank;
  - (iii) any financial or other institution, credit charge or other card company with which the Data Subject has or proposes to have dealings;
  - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (vi) any person to whom the Bank or any Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law, rule, regulation and court order binding on or applying to the Bank or any Bank Group Company 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 Bank Group Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any Bank Group Company 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;

- (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
- (viii) any party making any request mentioned in paragraph (d)(xvii) above;
- (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;
- (x)
  - (1) Bank Group Company;
  - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (3) third party reward, loyalty, co-branding and privileges programme providers;
  - (4) co-branding partners of the Bank and Bank Group Company (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);
  - (5) charitable or non-profit making organizations; and
  - (6) 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 the purposes set out in paragraph (d)(x) above. Such information may be transferred to a place outside Hong Kong; and
- (xi) legal and other professional advisers of any party mentioned in paragraphs (e)(i) to (e)(x) above.

(f) With respect to data in connection with mortgages applied by Data Subjects (whether as a borrower, mortgagor or guarantor and whether in the Data Subjects' sole name or in joint names with others) on or after 1 April 2011, the following data relating to Data Subjects (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:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subjects' sole name or in joint names with others);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (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
- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by Data Subjects with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the Data Subjects' 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 Personal Data (Privacy) Ordinance (the "Ordinance")).

#### (g) USE OF DATA IN DIRECT MARKETING

The Bank intends to use Data Subjects' data in direct marketing and the Bank requires the Data Subjects' 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 Data Subjects 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 card, banking and related services and products;

- (2) reward, loyalty or privileges programmes and related services and products;
  - (3) services and products offered by the Bank's or the Bank Group Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (1) the Bank Group Company;
  - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the Bank and the Bank Group Company (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires Data Subjects' 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 (g)(iv) above and, when requesting the Data Subjects' consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the Data Subjects if it will receive any money or other property in return for providing the data to the other persons.

**If any individual does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, he/she may exercise his/her opt-out right by notifying the Bank.**

- (h) Under and in accordance with the Ordinance and the Code of Practice on Consumer Credit Data, any individual has the right:
- (i) to check whether the Bank holds data about him/her and of 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 personal data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or in the event of default to debt collection agencies, and be provided with further information to enable the making of a data access and/or correction request to the relevant credit reference agency or debt collection agency; and
  - (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)).
- (i) 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 (h)(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.

- (j) 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 (h)(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.
- (k) The Bank may charge a reasonable fee for the processing of any data access request (whether or not by virtue of exercise of its right under the Ordinance).
- (l) In relation to the rights of individuals as mentioned in paragraphs (h)(i) to (h)(iii) above, the person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of personal data held are to be addressed is as follow:

The Data Protection Officer  
Public Bank (Hong Kong) Limited  
120 Des Voeux Road Central  
Hong Kong  
Tel.: (852) 2541 9222  
Fax: (852) 2541 0009

- (m) The Bank may have obtained a credit report on the Data Subject from a credit reference agency in considering any application for credit. In the event that the Data Subject informs the Bank that it wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (n) Nothing in this Notice shall limit the rights of Data Subjects under the Ordinance.
- (o) Data Subject may, at any time, choose not to receive the Bank's promotional material. Data Subject should notify the Bank of such choice.

In this Notice, unless the context does not permit or otherwise requires,

**"Bank Group Company"** means any company which is a member of the group of companies to which the Bank belongs;

**"Consumer Credit"** has the meaning ascribed thereto under the Code of Practice on Consumer Credit Data (i.e. any loan, overdraft facility or other kind of credit provided by the Bank to and for the use of an individual, or to and for the use of another person for whom an individual acts as guarantor);

**"Data Subjects"** means customers of the Bank and other parties whose data have been supplied to (whether by themselves or otherwise) or otherwise held or obtained by the Bank, including but without limitation to applicants for banking services and facilities, sureties, suppliers, contractors and service providers of the Bank (whether the prospective or the actual ones), officers, representatives, managers, partners of any company, partnership, association or organization having banking or other relationship with the Bank;

**"Bank"** means Public Bank (Hong Kong) Limited (including all its branches and offices, whether within or outside Hong Kong) and its successors and assigns.

#### Notes

1. **By using or continuing to use any of the Bank's services and products (including but without limitation to opening and maintaining any account with the Bank), providing information about the Data Subject himself/herself/itself, acting as surety for the liability of any other party to the Bank, providing service to, entering into commercial or other contractual arrangements with the Bank, a Data Subject is deemed to have accepted and agreed to the**

arrangements set out and to be bound by the provisions herein unless there is evidence to prove that the Data Subject has not received this Notice beforehand and has not become bound by any terms and conditions which make reference to this Notice or incorporate this Notice by reference.

2. This Notice may from time to time be revised and updated by the Bank and prior notice of the amendments will be given.
3. Whether or not a copy of the latest version of this Notice has been provided by the Bank to a Data Subject or a prospective Data Subject, the Data Subject and the prospective Data Subject are welcome to obtain the latest version thereof from any branch of the Bank in Hong Kong or by calling the Bank's Customer Hotline (852) 8107-0818 or by downloading from the Bank's website: [www.publicbank.com.hk](http://www.publicbank.com.hk).
4. In the event of any conflict or inconsistency between the Chinese and English versions of this Notice, the English version shall prevail.

Public Bank (Hong Kong) Limited

如需索取中文版本，請致電 (852) 8107-0818 與大眾銀行職員聯絡。

ST-700 (OPTS) 12/2016

**Instruction Form for Use of Personal Data in Direct Marketing**

Date: \_\_\_\_\_

To: Public Bank (Hong Kong) Limited (Attn: Data Protection Officer)  
GPO Box 824, Hong Kong

I do not wish the Bank to use my personal data in direct marketing through the following specified means *(Please tick the box(es) below where appropriate):*

- ☐ Direct mailing (Please provide address\*: \_\_\_\_\_)
- ☐ Phone calls (Please provide phone number(s)\*: \_\_\_\_\_)
- ☐ SMS (Please provide mobile phone number(s)\*: \_\_\_\_\_)
- ☐ E-mail (Please provide e-mail address\*: \_\_\_\_\_)

*(If you sign and return this Form without ticking any of the boxes above, it means that you have no objection to the Bank's use of your personal data in direct marketing through any means.)*

\* For non-customer of the Bank, information must be provided. Otherwise, the Bank will be unable to process the instruction.

**I understand that the above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this instruction. I also understand that this instruction will become effective within 7 business days after the Bank properly receives.**

I understand that the above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in this notice and also understand that I could refer to this notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Account Number (For the Bank's customer only): \_\_\_\_\_