

Bank of Shanghai (Hong Kong) Limited (the "Bank")

Notice
relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")

- A. From time to time, it is necessary for you 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 is collected from you in the ordinary course of the continuation of the banking or business relationship, for example, when you deposit money or effect payment.
- D. The purposes for which your data may be used (whether within or outside the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong")) are as follows:
- (i) processing of applications for banking and/or other financial services and facilities;
 - (ii) the daily operation of the services and credit facilities provided to or secured by you;
 - (iii) conducting credit checks 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;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) ensuring your ongoing credit worthiness;
 - (vii) conducting customer surveys and/or designing financial services or related products for customers' use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (H) below);
 - (ix) determining amounts owed to or by you;
 - (x) enforcing the Bank's rights, including without limitation, collection of amounts outstanding from you and those providing security for your obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. 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 Hong Kong 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); or
 - (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 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;
 - (xii) 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;
 - (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xiv) updating, comparing and/or verifying any and all of your personal information that may be held by any affiliates, group companies, agents or service providers of the Bank; and
 - (xv) purposes relating thereto.
- E. Data held by the Bank relating to you will be kept confidential but the Bank may provide such data to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (D) above and such data may be transferred to a place outside Hong Kong:
- (i) any agent, contractor or third party service provider (including any of the Bank's group companies) who provides administrative, telecommunications, computer, payment or clearing or other services to the Bank in connection with the operation of its business, including 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)(viii) above;
 - (ii) 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;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Bank 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 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 is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank 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 Hong Kong and may be existing currently and in the future; and
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of you.
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (viii) (1) the Bank's group companies;
(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 the Bank's group companies (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) charity or non-profit making organisations;
(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)(vii) and/or (D)(viii) above.
- Such information may be processed, kept or transferred to a place outside Hong Kong, including without limitation the PRC.
- F. The Bank takes all reasonable practicable means to protect the data, such as, by restricting the access of data by authorised personnel only and incorporating security measures into equipment in which data is held. Encryption technology is employed for sensitive data transmission.
- The data may be processed, kept and transferred or disclosed in and to a jurisdiction outside Hong Kong (including the PRC). Such data may also be processed, kept, transferred or disclosed in accordance with the local practices, laws, rules and regulations (including any governmental acts and orders) in that jurisdiction, which may be subject to a lower standard of protection. The relevant overseas authorities may have a right to access such data.
- The data may be outsourced to and/or processed by the agents, contractors or service providers (including any of the Bank's group companies) whether within or outside Hong Kong, including the PRC. When using service providers, the Bank will ensure that its service providers have appropriate business qualifications and capabilities, and will require that they adhere to security standards mandated by the Bank. The Bank may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, the Bank takes all steps reasonably necessary to ensure that personal data is kept securely.
- G. With respect to data in connection with mortgages applied by you (whether as a borrower, mortgagor or guarantor and whether in your sole name or in joint names with others) on or after 1 April 2011, the following data relating to you (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 your 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 you with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in your 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).

H. USE OF YOUR DATA IN DIRECT MARKETING

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

- (i) your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data 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 co-branding partners of the Bank or the Bank's group companies (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's group companies;
 - (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 or the Bank's group companies (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 your 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 your 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 your data to the other persons as contemplated in paragraph (H)(iv) above and, when requesting your consent or no objection as described in paragraph (H)(iv) above, the Bank will inform you if it will receive any money or other property in return for providing your data to the other persons.

If you do not wish the Bank to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying the Bank without charge.

- I. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, you have the right:
 - (i) to check whether the Bank holds data about you and of access to such data;
 - (ii) to require the Bank to correct any data relating to you 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 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
 - (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)).

- J. 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 (I)(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.
- K. In the event any amount in an account is written-off due to a bankruptcy order being made against you, the account repayment data (as defined in paragraph (I)(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 you with evidence to the credit reference agency, whichever is earlier.
- L. The Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including without limitation, credit limits) which review may involve the consideration by the Bank of any the following matters:
 - (i) an increase in the credit amount or limit;
 - (ii) the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with customers.
- M. 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.
- N. The person to whom requests for access to data or correction of personal data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
The Data Protection Officer
Bank of Shanghai (Hong Kong) Limited
34/F Champion Tower, Three Garden Road, Central, Hong Kong Telephone: +852 3121 8270
Fax: +852 2258 5755
- O. The Bank may have obtained a credit report on you from a credit reference agency in considering any application for credit. In the event you wish to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- P. Nothing in this Notice shall limit your rights under the Personal Data (Privacy) Ordinance.
- Q. In the event of any discrepancy between English and Chinese versions of this Notice, the English version shall prevail in all cases.

Version Date : Oct 2020