

上海商業儲蓄銀行股份有限公司 (「本銀行」)
The Shanghai Commercial & Savings Bank, Ltd. ("the Bank")

關於個人資料(私隱)條例致顧客及其他個別人士的通函
Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance

本通函之主要目的乃讓各人士，包括但不限於銀行顧客、本銀行及/或其集團公司(包括但不限於本銀行之母公司、其附屬公司及其他海外辦事處(如有))或任何其他人士(統稱「**本集團**」)擬向其提供服務或產品的人士、銀行服務及信貸申請人、為信貸而提供抵押或擔保的擔保人、公司顧客或申請人的股東、董事、高級職員及管理人員及其他與本集團訂約的個人等(統稱「**顧客**」)更清楚明瞭其在香港特別行政區《個人資料(私隱)條例》(香港法例第 486 章)(「**條例**」)下可享之權益、及提供予本集團其有關個人資料之需要及原因。

This Circular is brought to the attention of various individuals including but without limitation to bank customers, individuals to whom services or products may be provided by the Bank and/or any of its group companies (including but not limited to its parent company, subsidiaries and other oversea offices, if any) (collectively the "**Group**") or any other person anywhere in the world, applicants for banking services and facilities, sureties and persons providing security or guarantee for credit facilities, as well as shareholders, directors, officers and managers of corporate customers or applicants and other contractual counterparties (collectively "**Customers**") so that Customers may have a better understanding of the rights under the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "**Ordinance**") and the reasons and necessities of providing personal data to the Group .

(A) 顧客於開立或延續銀行帳戶、證券帳戶、本銀行為顧客進行證券交易、建立或延續銀行信貸、及/或本集團提供銀行服務或其他財務服務時，需不時向本集團提供有關資料。

From time to time, it is necessary for Customers to supply the Group with data in connection with the opening or continuation of bank accounts, securities accounts, the carrying on of securities transactions on the Customers' behalf, the establishment or continuation of banking facilities and/or the provision of banking or other financial services.

(B) 如顧客未能提供有關資料，可導致本集團無法開立或延續銀行帳戶、證券帳戶、建立或延續銀行信貸、及/或提供銀行服務、證券交易服務或其他財務服務。

Failure to supply such data may result in the Group being unable to open or continue bank accounts, securities account, establish or continue banking facilities, securities dealing services and/or provide banking or other financial services.

(C) 本集團在延續正常業務運作中(例如：當顧客開出支票、存款、償還債務、使用電子銀行服務、進行證券、保險或卡的交易時或在一般情況下以口頭或書面形式與本集團溝通時，本集團亦會收集顧客之資料。

It is also the case that data are collected from Customers in the ordinary course of business, for example, when Customers draw cheques, deposit money, repay indebtedness, use electronic banking services, conduct transactions in relation to securities, insurance or cards, or generally communicate verbally or in writing with the Group.

(D) 本集團可視乎情況，不時將顧客之資料使用、處理、儲存、轉移、披露及/或交換(不論在香港特別行政區或其他地方)，以作下述用途：

Where applicable, the purposes for which data relating to a Customer may be used, processed, stored, transferred, disclosed and/or exchanged by the Group (whether in the Hong Kong Special Administrative Region or elsewhere) are as follows:

- (i) 處理銀行服務及信貸之申請；
the processing of applications for services, credit facilities and financial services;
- (ii) 提供服務及信貸給顧客之日常運作，包括作信貸評估、統計或行為分析、編制及維持本集團的信貸評分模式等；
the daily operation of the services and credit facilities provided to Customers, including credit assessment, statistical or behaviour analysis, or creating and maintaining the Group's credit scoring models;
- (iii) 代表顧客買入、投資或賣出證券及進行一般有關所有類型證券的交易；
purchasing, investing, or otherwise disposing of and generally dealing in and with all kinds of securities on the Customers' behalf;
- (iv) 提供信用查詢備考書；
provision of credit reference;
- (v) 作信用、其他狀況檢查(包括但不限於個人信貸申請及定期或特別檢討該等信貸的情況)及查證顧客及其財政狀況及投資目標，及使任何其他人士能或協助其他人作出此等檢查及查證；
conducting credit, status checks (including but without limitation to applications for consumer credit and periodic or special reviews of such credit) and enquiries on the Customers and ascertaining the

Customers' financial situation and investment objectives, and enabling or assisting any other person to do so;

- (vi) 協助其他財務機構、卡發行人或信貸資料機構進行信用檢查及追討債務；
assisting other financial institutions, card issuers or credit reference agencies to conduct credit checks and collect debts;
 - (vii) 備存顧客之信貸申請及信用記錄作內部參考用途，及確保顧客維持可靠信用；
maintaining application and credit history of Customers for internal reference, and ensuring ongoing credit worthiness of Customers;
 - (viii) 研究、設計供顧客使用的財務服務或有關產品；
researching, designing financial services or related products for Customers' use;
 - (ix) 推廣、推出、宣傳及本集團或特選公司的銀行及/或證券服務或產品(請進一步參閱下文第(F)段)；
marketing, launching and promoting banking and/or securities services or products of the Group and / or selected companies (please see further paragraph (F) hereinbelow);
 - (x) 確定本集團對顧客或顧客對本集團之負債款額；
determining the amount of indebtedness owed to or by Customers;
 - (xi) 向顧客及為顧客的責任提供抵押之人士追收欠款；
collection of amounts outstanding from Customers and those providing security for Customers' obligations;
 - (xii) 本集團之總、分行及辦事處為履行任何對其有約束力的法例、規定或法院指令、或根據由監管或其他機構發出並認為本集團之總、分行及辦事處遵守的任何守則、指引、通告或指引而向政府或監管機構、警方或法院等作出披露；
meeting the requirements of making disclosure to relevant government or regulatory authorities, polices or courts under the requirements of any applicable law, regulation or court order binding on the Group or any of its branches and offices or under and for the purposes of any codes, guidelines, circulars or directions issued by regulatory or other authorities with which the Group or any of its branches and offices are expected to comply;
 - (xiii) 使本集團的實在或建議承讓人，或本集團對顧客的權利的參與人或附屬參與人或受讓人評核意圖轉讓、參與或附屬參與的交易；
enabling an actual or proposed assignee of the Group, or participant or sub-participant or transferee of the Group's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation, sub-participation or transfer;
 - (xiv) 執行將顧客之資料與顧客提供之其它資料比較(不論由人手或通過機器進行比較)的程序(不論比較之目的為何)，包括但不限於為採取針對顧客之不利行動而進行之程序；
the performance of procedures for comparing (whether by manual or automated means) the Customer's data with other information supplied by the Customers (for whatever purposes), including without limitation, procedures undertaken for the purpose of taking adverse action against Customers;
 - (xv) 落實顧客有關交易或其它事項的指令，及執行顧客的指示；
giving effect to the Customer's orders relating to transactions or otherwise, and carrying out instructions of the Customer;
 - (xvi) 為顧客於集團的任何帳戶提供服務，不論該等服務由本集團或任何其他人士提供，或透過本集團或任何其他人士提供；
providing services in connection with any account of the Customer with the Group, whether the services are provided by or through, the Group or any other person;
 - (xvii) 組成可能獲傳遞個人資料之人士或本銀行及集團公司成員的部份記錄；
forming part of the records of the persons or members of the Bank and the Group to whom the personal data may be passed;
 - (xviii) 與接受由本集團所發出之信用卡之商戶及獲得本集團提供聯營/合營/會員尊享信用卡服務之機構交換資料；及
exchanging information with merchants accepting credit cards issued by the Group and organizations with whom the Group provides affinity/co-branded/private label credit card services; and
 - (xix) 一切與上述有聯繫、有附帶性及有關之用途。
all other incidental and associated purposes relating to any of the above.
- (E) 本集團會對持有之顧客資料保密，惟可能會視乎情況將有關資料提供給下述各方(不論在香港特別行政區或其他地方)作第(D)段列出的用途：
Data held by the Group relating to Customers will be kept confidential but the Group may provide such information to the following parties (whether in the Hong Kong Special Administrative Region or elsewhere), where applicable, for the purposes set out in Paragraph (D):
- (i) 任何本集團的辦事處或集團公司、代理人、承包商、索償調查公司或第三方服務供應者，以向本集團提供行政、數據處理、財務、資訊、電訊、電腦、債務追討、科技外判、付款或證券結算、保險或其他與本集團業務運作有關的服務；
any office or group company of the Group, agent, contractor, claim adjuster or third party service provider

who provides administrative, data processing, financial information, telecommunications, computer, debt collection, technology outsourcing, payment or securities clearing, insurance or other services to the Group in connection with the operation of the business of the Group;

- (ii) 任何對本集團有保密責任的人，包括對本集團有保密資料明文或指示承諾之本集團內公司、業務伙伴或其他商號或聯營機構；
any other person under a duty of confidentiality to the Group including a group company of the Group, a business partner or other merchant or affinity entity which has undertaken expressly or impliedly to keep such information confidential;
 - (iii) 付款銀行向出票人提供已付款支票之副本(而其中可能載有關於收款人之資料)；
the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) 信貸資料機構；而在顧客欠帳時，則可將該等資料提供給催收公司；
credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) 本集團在根據對本集團或其任何分行及辦事處具約束力之法律、規定或法院指令、或根據由監管或其他機構發出並需本集團之總、分行及辦事處遵守的任何守則、指引、通告或指引下而有責任或因公眾利益關係對任何人作出披露；
any person to whom the Group is under an obligation to make disclosure for public interest or under the requirements of any law, regulation or court order binding on the Group or any of its branches and offices or under and for the purposes of any codes, guidelines, circulars or directions issued by regulatory or other authorities with which the Group or any of its branches and offices are expected to comply;
 - (vi) 本集團之任何實在或建議承讓入、或就本集團對顧客之權利之參與人/附屬參與人/受讓人；
any actual or proposed assignee of the Group or participant or sub-participant or transferee of the Group's rights in respect of the Customer;
 - (vii) 特選公司，用作向顧客提供本集團認為顧客有興趣之產品或服務資料；
selected companies for the purpose of informing Customers of products or services which the Group believes will be of interest to Customers;
 - (viii) 證券或其他資產登記於其名下的任何代理人，或者持有證券或其他資產的保管人；
any nominees in whose names securities or other assets may be registered or custodians who may hold securities or other assets;
 - (ix) 本集團代表顧客或為顧客與之交易或擬與之交易的任何人士，或代表該等人士的人士；
any person with whom the Group enters into or proposes to enter into a transaction on behalf or for account of the Customer, or persons representing the same;
 - (x) 任何承讓入、受讓人、權利之參與人、附屬參與人、獲授權人、繼承人或證券帳戶協議經約務更替而承受該協議的權責的人士；
any assignee, transferee, participant, sub-participant, delegate, successor or person to whom the securities account agreement is novated;
 - (xi) 任何已與顧客有交易或顧客提議交易的金融機構；
any financial institution with which the Customers have or proposed to have dealings;
 - (xii) 任何人士（如披露資料有利本銀行）；
any person where the interests of the Bank require disclosure;
 - (xiii) 任何在正常證券及期貨業務運作下提供服務之人士；
any person who is engaged to provide services in the normal course of securities and future business;
 - (xiv) 本銀行及/或集團公司之會計師或法律顧問；
accountants or legal advisors of the Bank and/or the Group;
 - (xv) 任何要求本銀行及集團公司提供顧客參考資料而能出示顧客訂明許可的證明之人士；
any person who requests the relevant members of the Bank and the Group to provide references in respect of the Customers upon producing the Customers' prescribed consent;
 - (xvi) 任何持有顧客明示或默示同意之人士；
any person with the express or implied consent of the Customers; and
 - (xvii) 任何與第(D)(xix)段有關人士。
any third party in connection with Paragraph (D)(xix).
- (F) 顧客資料將會在遵照條例列出之要求下用作直接促銷活動(由條例所界定)。在該情況下，銀行將：
Customer's data may be used for direct marketing activities (as defined in the Ordinance) only in accordance with the requirements set out under the Ordinance. In that event, the Bank will:
- (i) 告知顧客其資料將會被用作直接促銷活動；
inform the Customer that Customer's data will be used for direct marketing activities;
 - (ii) 告知顧客(並提供具體資料)擬使用的顧客資料的種類及該資料擬就甚麼類別的促銷標的而使用；
inform the Customer of, with specific information, the kinds of Customer's data to be used and the classes of marketing subjects in relation to which Customer's data is to be used;
 - (iii) 告知顧客，除非銀行收到顧客的書面同意，否則顧客資料將不會被使用；
inform the Customer that Customer's data will not be used unless the Bank has received the Customer's

written consent;

- (iv) 在顧客以口頭同意銀行使用顧客資料的情況下，在銀行收到有關口頭同意後 14 天內，向顧客提供一份書面確認書；
provide to the Customer, in case the consent to the use of Customer's data for direct marketing activities is given orally, a written confirmation within 14 days after receiving the Customer's oral consent;
- (v) 給予顧客機會就是否同意與銀行溝通，而銀行將不會收取額外費用；
give opportunity to the Customer to communicate the consent at no extra charge from the Bank;
- (vi) 在顧客資料於第一次用作直接促銷活動通知顧客，及告知顧客銀行在其要求下將停止使用顧客資料作直接促銷活動，而銀行將不會收取額外費用；及
notify the Customer at the first time Customer's data is used for direct marketing activities and that the Bank will cease to use the Customer's data for direct marketing activities if the Customer so wishes, at no extra charge from the Bank; and
- (vii) 給予顧客自由在任何時間要求銀行停止使用顧客資料作直接促銷活動，而銀行將不會收取額外費用。
give the Customer liberty, at any time, to require cessation of the use of Customer's data for direct marketing activities at no extra charge from the Bank.
- (G) 顧客資料將會被提供予第三方在遵照條例列出之要求用作直接促銷(即跨業直銷)。在該情況下，銀行將：
Customer's data may be provided to third parties for direct marketing activities (i.e. cross-marketing) only in accordance with the requirements set out under the Ordinance. In that event, the Bank will:
- (i) 書面告知顧客銀行欲提供其資料予第三方作直接促銷活動之意向；
inform the Customer in writing of the Bank's intention to provide Customer's data to third parties for direct marketing activities;
- (ii) 告知顧客(並提供具體資料)擬提供的顧客資料的種類及該資料擬就甚麼類別的促銷標的及人士類別而提供；
inform the Customer of, with specific information, the kinds of Customer's data to be provided and the classes of marketing subjects and the class of persons in relation to which Customer's data is to be provided;
- (iii) 書面告知顧客被提供予第三方作直接促銷活動的顧客資料是為得益而提供(若該顧客資料的確是為得益而提供的)；
inform the Customer in writing that provision of the Customer's data to third parties for direct marketing activities will be for gain (if that is the case);
- (iv) 告知顧客，除非銀行收到顧客的書面同意，否則顧客資料將不會被提供予第三方作直接促銷活動；
inform the Customer that Customer's data will not be provided to third parties for direct marketing activities unless the Bank has received the Customer's written consent;
- (v) 給予顧客機會就是否同意與銀行溝通，而銀行將不會收取額外費用；及
give opportunity to the Customer to communicate the consent at no extra charge from the Bank; and
- (vi) 給予顧客自由在任何時間要求銀行停止提供顧客資料予第三方作直接促銷活動及通知第三方停止使用顧客資料作直接促銷活動，而銀行將不會收取額外費用。
give the Customer liberty, at any time, to require cessation of the provision of personal data to third parties for direct marketing activities and notify the third party to cease the use of Customer's data in direct marketing activities at no extra charge from the Bank.
- (H) 顧客資料或會在本集團或上述(E)段所述之接收資料者認為適當及有需要的香港特別行政區以外的其他司法管轄區處理、儲存及轉移或披露，並或會根據該地的慣例、法律、法則及規定(包括任何政府行政措施及政令)、由該司法管轄區的監管或其他機構發出的守則、指引、通告及指引處理、儲存、發放或披露資料。
Customers' data may be processed, stored and transferred or disclosed in and to another jurisdiction outside the Hong Kong Special Administrative Region as the Group or data recipient referred to in Paragraph (E) considers appropriate and necessary. Such data may also be processed, stored, released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders), codes, guidelines, circulars and directions issued by regulatory or other authorities in such jurisdiction.
- (I) 根據條例中之條款及根據條例核准及發出並會不時作修訂的個人信貸資料實務守則：
Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued with revisions from time to time under the Ordinance: -
- (i) 任何顧客有權：
any Customer has the right:-
- (a) 向本集團查核是否持有其個人資料及查閱該等資料；
to check whether the Group holds data about the Customer and of access to such data;
- (b) 要求本集團更正有關其個人不準確之資料；
to require the Group to correct any data relating to the Customer which is inaccurate;
- (c) 查明本集團對個人資料之政策及慣例、及獲告知本集團持有之個人資料種類；

to ascertain the Group's policies and practices in relation to data and to be informed of the kind of personal data held by the Group;

- (d) 在與個人信貸有關的情況下，要求獲告知哪些資料是會向信貸資料機構或收數公司例行披露的，以及獲提供進一步資料，藉以向有關信貸資料機構或催收公司提出查閱及改正資料要求；及
in relation to consumer credit, to request to be informed 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
- (e) 於悉數清償欠款而結束帳戶時，指示本集團要求該信貸資料機構，從資料庫刪除本集團曾經提供的銀行帳戶資料(涉及住宅樓宇按揭的個人信貸申請除外)，惟是項指示須於結束銀行帳戶後五年內發出，而該銀行帳戶在緊接結束之前五年內，並無拖欠超過六十天的記錄(以本集團決定為準)。
in relation to data which has been provided by the Group to a credit reference agency (except where the consumer credit applied for involves a residential mortgage loan), to instruct the Group upon termination of a bank account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the bank account have a default of payment lasting in excess of 60 days within 5 years immediately before the bank account termination (as determined by the Group).

- (ii) 本集團可不時因考慮批出個人信貸、檢討或續批現有個人信貸、或需對已有拖欠負債的人士作出合理監察等情況而向任何信貸資料機構查閱該等借款或提供擔保或將提供擔保的人士的個人信貸資料，尤其可因檢討現有個人信貸而查閱相關的個人信貸資料以協助本集團考慮下述事項：

Where applicable, the Group may from time to time access the consumer credit data of an individual held by any credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the individual as borrower or to another person for whom the individual proposes to act or acts as guarantor or for the purpose of the reasonable monitoring of the indebtedness of the individual while there is currently a default by the individual as borrower or as guarantor. In particular, the Group may from time to time access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Group in considering any of the following matters:-

- (a) 增加信貸額；
an increase in the credit amount;
- (b) 對信貸作出限制(包括取消信貸或減低信貸額)；及
the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and/or
- (c) 對有關個人顧客安排或實行債務償還安排。
the putting in place or the implementation of a scheme of arrangement with the individual Customer.

- (iii) 如個人信貸出現拖欠情況，且未能於欠帳日起計六十天內還清欠款(以本集團計算為準)，有關帳戶資料將會保留於曾獲本集團提供該信貸安排資料的信貸資料機構，直至欠款悉數清償之日起計滿五年為止，或信貸資料機構接獲的解除破產令生效日期起計滿五年為止，以較早發生者為準。

In relation to consumer credit, in the event of any default in repayment, unless the amount in default is fully repaid before the expiry of 60 days (as measured by the Group) from the date such default occurred, the individual Customer will be liable to have his/her account data retained by any credit reference agency to which the Group has provided his/her data until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from bankruptcy as notified to the credit reference agency, whichever is earlier.

- (J) 本集團在批核信貸申請時，可能參考由信貸資料機構提供有關顧客的信貸報告。假如顧客有意索取有關其信貸資料，可要求本集團提供有關信貸資料機構的聯絡詳情。

The Group 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 his/her own credit data, the Group will advise the contact details of the relevant credit reference agency.

- (K) 根據條例的條款，本集團有權就處理任何查閱資料之要求收取合理費用。

In accordance with the terms of the Ordinance, the Group has the right to charge a reasonable fee for the processing of any data access request.

- (L) 任何關於查閱或更正資料、索取關於個人資料政策及慣例或所持有的資料種類之要求，請向下列人士提出：

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 as follows:

香港九龍尖沙咀中間道 18 號半島辦公大樓 10 樓
上海商業儲蓄銀行股份有限公司
資料保護主任

傳真：(852)3960 1188
Data Protection Officer
The Shanghai Commercial & Savings Bank, Ltd.
10th Floor, The Peninsula Office Tower, 18 Middle Road, Tsim Sha Tsui, Kowloon, Hong Kong
Fax: (852) 3960 1188

- (M) 顧客可隨時不再收取本集團之宣傳郵件。如有需要，請向本集團職員查詢。
Customers may, at any time, choose not to receive the Group's promotional material. Please contact the Group's staff for details when necessary.
- (N) 顧客明白其與本集團職員的電話談話內容可能被錄音及用作證據，而本集團並不會再另行通知。
Customers acknowledge that telephone calls with the Group's staff may be recorded and used as evidence by the Group without further notice.
- (O) 本通函不會限制顧客在條例下所享有之權利。
Nothing in this Circular shall limit the rights of Customers under the Ordinance.
- (P) 如顧客或顧客授權他人代行提供的資料有失實或誤導之處，本集團不會向顧客負上任何責任。
The Group shall not be liable to the Customer if any information supplied by the Customer or on its behalf is incorrect or inaccurate.
- (Q) 顧客明白本銀行及集團之任何成員需按顧客的書面要求為第 D 段所述之各種用途停止使用顧客的個人資料而不收取任何費用。本銀行及集團之每一個成員須因此停止為該等用途使用顧客的個人資料。
The Customers understand that any member of the Bank and the Group, upon the Customers' written request, is required to cease to use such Customers' personal data for any or all of the purposes set out in Paragraph (D) hereof without charge. Every member of the Bank and the Group shall so cease to use the Customers' personal data for such purpose(s).
- (R) 本通函的中英文版如有歧異，概以英文版為準。
In the event of any inconsistency between the English and Chinese versions of this Circular, the English version shall prevail.
- (S) 本通函會由本集團不時修訂、更改或更新，並在有關發出日期起成為顧客與本集團或將與本集團訂定之所有合約、協議、信貸函、帳戶委託書及其他約束性安排之一部份。
This Circular as may be revised, amended or updated from time to time shall from the date hereinafter appeared be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which Customers have entered into or intend to enter into with the Group.

日期 Date: 二〇一三年十一月一日
1st November 2013

上海商業儲蓄銀行股份有限公司
The Shanghai Commercial & Savings Bank, Ltd.