

中國工商銀行(亞洲)有限公司(“銀行”)關於個人資料(私隱)條例(“條例”)的客戶及其他個別人士通知

- (1) 客戶及其他個人(包括但不限於銀行/金融服務及信貸便利的申請人、擔保人及就信貸便利提供抵押或擔保的人士、公司客戶、申請人的股東、董事、職員及管理人員或獨資經營者或合夥人或申請人及其他與銀行訂約的個人)(統稱「資料當事人」)，在開立或延續戶口、建立或延續銀行/信貸便利或要求銀行提供銀行/金融服務時，需要不時向銀行提供有關的資料。
- (2) 若未能向銀行提供該等資料可能會導致銀行無法開立或延續戶口或建立或延續銀行/信貸便利或提供銀行/金融服務。
- (3) 在資料當事人與銀行的正常業務往來過程中，銀行亦會收集到資料當事人的資料，例如，當客戶開出支票、存款、申請信貸或進行信用卡交易時。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 處理銀行/金融服務及信貸便利的申請；
 - (ii) 提供服務和信貸便利給資料當事人之日常運作；
 - (iii) 在資料當事人申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；
 - (iv) 編制及維持銀行的信貸評分模式；
 - (v) 提供參考資料(狀況查詢)；
 - (vi) 協助其他財務機構作信用檢查及追討債務；
 - (vii) 確保資料當事人維持可靠信用；
 - (viii) 設計為資料當事人使用的財務服務或有關產品；
 - (ix) 推廣服務、產品及其他標的(而銀行或會獲得報酬)(詳情請參閱以下第(6)段)；
 - (x) 確定銀行對資料當事人或資料當事人對銀行的負債款額；
 - (xi) 執行資料當事人向銀行所負義務，包括但不限於向資料當事人及就資料當事人的義務提供抵押的人士追收欠款；
 - (xii) 履行根據下列適用於銀行或銀行集團公司或銀行或其任何銀行集團公司被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港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，或對其具約束力的法院指令；
 - (b) 不論於香港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的任何合約或發出的任何指引或指導；
 - (c) 銀行或銀行集團公司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) 遵守銀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銀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) 使銀行或銀行集團公司的實在或建議承讓人，或銀行或銀行集團公司對資料當事人的權利及/或責任的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；
 - (xv) 與接受銀行所發信用卡的商戶及由銀行提供聯營/聯號/私人標誌信用卡服務的實體(分別為「商戶」或「聯營實體」)交換資料；
 - (xvi) 就任何信用卡交易與商戶的收單財務機構核實資料當事人；
 - (xvii) 銀行集團風險管理用途；
 - (xviii) 作為維持資料當事人的信貸記錄或其他記錄，不論資料當事人與銀行是否存在任何關係，以作現在或將來參考用途；及
 - (xix) 與上述有關的用途。
5. 銀行會對其持有的資料當事人資料保密，但銀行可能會把該等資料提供給下述各方作為第(4)段列出的用途：
- (i) 任何銀行集團公司、代理人、承包商、或向銀行或銀行集團公司提供行政、電訊、電腦、付款或證券結算或其他和銀行業務運作有關的服務供應者；
 - (ii) 任何對銀行或銀行集團公司有保密責任的人，包括銀行集團內已承諾保持該資料保密的公司；
 - (iii) 付款銀行向出票人提供已付支票的副本(而其中載有關於收款人的資料)；
 - (iv) 向資料當事人的賬戶作出任何付款之人士(提供可能載有資料當事人姓名的存款收條)；
 - (v) 資信調查機構，而有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (vi) 銀行或銀行集團公司在根據對其具約束力或適用的任何法例、規定或法院指令下，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銀行或銀行集團公司遵守的任何指引或指導，或根據銀行或任何銀行集團公司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) 銀行或銀行集團公司對當事人的權利及/或責任的任何實在或建議承讓人，參與人或附屬參與人或受讓人；
 - (viii) 承諾將有關資料保密的商戶或聯營實體；及
 - (ix) (a) 任何銀行集團公司；

- (b) 第三者財務機構、保險公司、信用卡公司、證券及投資服務供應者；
- (c) 第三者獎賞、客戶或會員、合作品牌及優惠計劃供應商；
- (d) 銀行及任何銀行集團公司的聯營夥伴(該等聯營夥伴的名稱列於有關服務和產品(視情況而定)的申請表格內)；
- (e) 慈善或非牟利機構；及
- (f) 銀行就第4(ix)段所述用途而任用的外部服務供應者(包括但不限於郵遞機構、電訊公司、電話推廣及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司)。

銀行可向任何上述人士披露資料，即使收受資料人的營業地點在香港境外，包括中國內地，或隨披露後該收受資料人將在香港境外收集、持有、處理或使用全部或部份有關資料，銀行亦可作出披露。

- (6) 在直接促銷中使用資料
 - (i) 銀行可能把銀行不時持有的資料當事人姓名、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) 可用作促銷下列類別的服務、產品及促銷標的：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 銀行合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (a) 銀行集團公司；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (d) 銀行及銀行集團公司之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；及
 - (e) 慈善或非牟利機構；
 - (iv) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦將及/或擬將以上第(6)(i)段所述的資料提供予以上第(6)(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，而銀行為此用途須獲得資料當事人書面同意(包括表示不反對)；
 - (v) 銀行可能因如以上第(6)(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。如銀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，銀行會於以上第(6)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

如資料當事人不希望銀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，資料當事人可通知銀行行使其選擇權拒絕促銷，就此資料當事人無須繳付費用。在此情況下，資料當事人可填妥下列表格並交回銀行或親臨銀行任何分行。

- (7) 就資料當事人(不論以借款人、按揭人或擔保人身份，以及不論以資料當事人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，銀行可能會把下列資料當事人資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構：
 - (i) 全名；
 - (ii) 就每宗按揭的身份(即作為借款人、按揭人或擔保人，以及以資料當事人本人單名或與其他人士聯名方式)；
 - (iii) 香港身份證號碼或旅遊證件號碼；
 - (iv) 出生日期；
 - (v) 地址；
 - (vi) 就每宗按揭的按揭賬戶號碼；
 - (vii) 就每宗按揭的信貸種類；
 - (viii) 就每宗按揭的按揭賬戶狀況(如有效、已結束、已撤帳(因破產令導致除外)、因破產令導致已撤帳)；及
 - (ix) 就每宗按揭的按揭賬戶結束日期(如適用)。
 信貸資料服務機構將使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身份，以及以資料當事人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) 根據條例及根據條例所核准及發出的個人信貸資料實務守則，任何資料當事人有權：
 - (i) 查核銀行是否持有他的資料及查閱該等資料；
 - (ii) 要求銀行改正有關他不準確的資料；
 - (iii) 查悉銀行對於資料的政策及慣例及獲告知銀行持有的個人資料種類；
 - (iv) 在與個人信貸有關的情況下，要求獲告知那些資料是會向資信調查機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關資信調查機構或收數公司提出查閱和改正資料要求；及
 - (v) 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問，包括任何帳戶還款資料)，於全數清還欠帳後結束帳戶時，指示銀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為期超過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(即緊接銀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))。
- (9) 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撤帳(因破產令導致撤帳除外)，否則帳戶還款資料(定義見以上第(8)(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。
 (10) 如資料當事人因被頒布破產令而導致任何帳戶金額被撤帳，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(定義見以上第(8)(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，或由資料當事人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)。

- (11) 銀行在考慮批出個人信貸或在檢討或續批已批予任何個人為借款人的個人信貸，或任何其他他人為借款人而有關個人為擔保人的個人信貸的過程中，或在任何個人作為借款人或擔保人有拖欠情況時作合理監察有關個人的債務情況時，可不時查閱由信貸資料服務機構持有的該資料當事人的個人信貸資料。特別是，銀行可為檢討現有已批出的個人信貸的目的取閱個人信貸資料，以協助銀行考慮下列事項：
 - (i) 增加信貸限額；
 - (ii) 對信貸作出限制(包括取消或減少信貸限額)；或
 - (iii) 對有關個人客戶安排或實行債務償還安排。
 如資料當事人欲從信貸資料服務機構取閱銀行所取得的信貸報告，銀行會提供有關信貸資料服務機構的聯絡詳情。
- (12) 根據條例各條款，銀行有權就處理任何查閱資料的要求收取合理費用。
- (13) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下述人士提出：

資料保護主任
中國工商銀行(亞洲)有限公司
香港花園道3號中國工商銀行大廈33樓
傳真：28051166

- (14) 本通知不會限制資料當事人在《個人資料(私隱)條例》下所享有的權利。
- (15) 本通告應被視為資料當事人與銀行或將與銀行訂定之所有合約、協議、信貸函、賬戶管理委託及其他約束性安排之一部份。
- (16) 在本通知內，下列詞語具以下涵義：
 - 「銀行集團公司」指銀行的任何附屬公司、銀行的任何直接或間接控股公司、任何前述控股公司的任何附屬公司或其任何關連公司(即該等公司的權益乃由任何前述公司持有)，包括中國工商銀行集團轄下各公司；
 - 「附屬公司」及「控股公司」具有香港法例第32章公司條例所指之相同涵義。

附註：本通知的中、英文版本如有任何歧義，概以英文版本為準。

二零一三年一月

選擇拒絕在直接促銷中使用個人資料之申請

致：中國工商銀行(亞洲)有限公司
 香港花園道3號中國工商銀行大廈33樓

請在下列適當的方格內 加上別號(“✓”)

- 本人不希望貴銀行在經以下渠道作直接促銷中使用本人的個人資料*：
- 直銷郵件 電話短訊 電子推廣郵件 電話 傳真
- 以上所有渠道
- * 如閣下沒有在以上任何方格內以別號顯示閣下的選擇，即視作選擇「以上所有渠道」
- 本人明白貴銀行可能將本人的個人資料提供予其他人士，以供該等人士在直接促銷中使用，不論該等人士是否貴銀行集團成員。本人不希望貴銀行將本人的個人資料提供予任何其他人士，以供該等人士在直接促銷中使用。
- 本人明白貴銀行可能將本人的個人資料提供予其他人士，以供該等人士在直接促銷中使用(不論該等人士是否貴銀行集團成員)，以獲得金錢或其他財產的回報。本人不希望貴銀行將本人的個人資料提供予任何其他人士，以供該等人士在直接促銷中使用，以獲得金錢或其他財產的回報。

以上代表本人目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代本人於本申請前向貴銀行傳達的任何選擇。

姓名：_____ 日期：_____

賬戶號碼：_____ 或香港身份證/護照號碼：_____

**Industrial and Commercial Bank of China (Asia) Limited (the "Bank")
Circular to Customers and Other Individuals relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")**

- (1) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or sole proprietors or partners or applicants and other contractual counterparties) (collectively "data subjects") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking/financial services.
- (3) 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 data subjects write cheques, deposit money, apply for a credit or carry out card transactions.
- (4) The purpose for which data relating to a data subject may be used are as follows :
 - (i) the processing of applications for banking/financial services and credit facilities;
 - (ii) the daily operation of the services and credit facilities provided to data subjects;
 - (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) provision of reference (status enquiries);
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of data subjects;
 - (viii) designing financial services or related products for data subjects' use;
 - (ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph (6) below);
 - (x) determining the amount of indebtedness owed to or by data subjects;
 - (xi) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or a Bank Group Company or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future or any court order being enforceable on it;
 - (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 Hong Kong existing currently and in the future;
 - (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 a 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

- (xiii) 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 a Bank Group Company, or participant or sub-participant of the rights of the Bank or those of a Bank Group Company in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xvi) exchanging information with merchants which accept credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
 - (xvii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions;
 - (xviii) for purposes of risk management of the group of the Bank;
 - (xix) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference; and
 - (xx) purposes relating thereto.
- (5) 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 for the purposes set out in paragraph (4) :
- (i) any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank or a Bank Group Company in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank or a Bank Group Company 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) a person making any payment into data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or a Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation or court order binding on or applying to the Bank or a 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 a Bank Group Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or a 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 Hong Kong and may be existing currently and in the future;
 - (vii) any actual or proposed assignee of the Bank or a Bank Group Company, or participant or sub-participant or transferee of the rights of the Bank or those of a Bank Group Company in respect of the data subject;
 - (viii) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (ix) (a) any Bank Group Company; (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;

- (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and any 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);
 - (e) charitable or non-profit making organisations; and
 - (f) 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 (4)(ix).
- The Bank may disclose data to any or all the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Mainland China, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.
- (6) Use of Data in Direct Marketing
- The Bank uses and/or intends to use the data of a data subject in direct marketing and the Bank requires the consent of the data subject (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 a 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:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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:
 - (a) any Bank Group Company;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of the Bank and any 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
 - (e) charitable or non-profit making organisations;
 - (iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (6)(i) above to all or any of the persons described in paragraph (6)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of the data subject (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 (6)(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph (6)(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 data for use in direct marketing as described above,

- the data subject may, without charge, exercise his opt-out right by notifying the Bank. The data subject may make the opt-out request by completing the form below and returning to the Bank or visiting any of the Bank's branches.
- (7) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the Bank may, on its own behalf and/or as agent, provide the following data relating to the data subject (including any update) 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 subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) 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 for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject'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).
- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, the data subject has the right :
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him 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;
 - (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)).
- (9) 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 (8)(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.
- (10) In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (8)(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 data subject with evidence to the credit reference agency, whichever is earlier.
- (11) The Bank may from time to time access the consumer credit data of a data subject held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing customer credit facilities granted to the data subject as borrower or to another person for whom the data subject proposes to act or acts as guarantor or for the purpose of the reasonable monitoring of the indebtedness of the data subject while there is currently a default by the data subject as borrower or as guarantor. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:-
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the individual customer.
- If the data subject wishes to access the credit report obtained by the Bank from the credit reference agency, the Bank will advise the contact details of the relevant credit reference agency.
- (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.
- (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 :
- The Data Protection Officer
Industrial and Commercial Bank of China (Asia) Limited
33/F., ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166**
- (14) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (15) This Circular shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the data subject has entered into or intends to enter into with the Bank.
- (16) In this Circular, the following terms shall have the following meanings :
"Bank Group Company" means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (that is such companies' equity interest is held by any of the foregoing) including companies within the group of Industrial and Commercial Bank of China;
"subsidiary" and "holding company" bear the meanings under the Companies Ordinance (Cap.32)
- Notes: In case of discrepancies between English and Chinese versions, the English version shall prevail.
- January 2013

Request for Opt-out from use of personal data in direct marketing

To : Industrial and Commercial Bank of China (Asia) Limited
33/F., ICBC Tower,
3 Garden Road,
Central, Hong Kong

Please check ("✓") the box(es) below where applicable

- I do not wish the Bank to use my personal data in direct marketing via the following channel(s)* :
- Direct Mail SMS Email Telephone Fax
 All of the above channels
- * If you do not indicate your choice by checking any of the above boxes, you are deemed to select "All of the above channels"
- I understand that the Bank may provide my personal data to other persons for their use in direct marketing and, whether or not such persons are members of the Bank's group. I do not wish the Bank to provide my personal data to any other persons for their use in direct marketing.
- I understand that the Bank may provide my personal data to other persons for their use in direct marketing and, in return for money or other property, whether or not such persons are members of the Bank's group. I do not wish the Bank to provide my personal data to any other persons for their use in direct marketing in return for money or other property.

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 request.

Name: _____ Date: _____

Account Number: _____ or HKID / Passport Number: _____