

關於個人資料 (私隱) 條例 (“條例”) 致資料當事人(包括客戶)的通知(「本通知書」)

東莞銀行股份有限公司香港分行 (“本行”)

1. 資料當事人需要不時就各種事宜向本行提供有關的資料，該等事宜包括：
 - 1.1. 開立或延續帳戶；
 - 1.2. 建立或維持或延續銀行信貸或信貸融通；及/或
 - 1.3. 產品及/或服務之用，包括存款與資金結算業務、貸款業務、貿易融資業務、外匯服務業務、存款業務、其他銀行及金融服務。(統稱「帳戶、信貸、產品及服務」)
2. 若未能向本行提供該等資料，可能會導致本行無法建立或維持或延續或向資料當事人提供帳戶、信貸、產品及服務。
3. 就資料當事人與本行的正常銀行及客戶關係及/或日常業務過程中，本行亦會取得及收集資料當事人的資料，包括但不限於：
 - 3.1. 當資料當事人使用帳戶、信貸、產品及服務時；
 - 3.2. 當資料當事人指示本行訂立交易進行交易時；
 - 3.3. 當資料當事人開出支票、存款、償還貸款時；
 - 3.4. 當資料當事人要求本行提供服務和信貸融通所涉及的日常運作時；
 - 3.5. 當資料當事人要求本行提供其他銀行及金融產品及服務；
 - 3.6. 當向資料當事人的帳戶付款時；
 - 3.7. 於客戶申請信貸時及於每年(通常一次或多於一次)的定期或特別信貸覆核時，進行信用檢查；
 - 3.8. 設立及維持本行的信貸評分模式；
 - 3.9. 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者 (以下簡稱「信貸提供者」) 進行信用檢查及追討欠債；
 - 3.10. 確保客戶持續維持可靠信用；
 - 3.11. 設計供客戶使用的金融服務或有關產品；
 - 3.12. 推廣服務、產品及其他標的 (詳情請參閱以下第 6 段) ；
 - 3.13. 確定本行對客戶或客戶對本行的欠債金額；
 - 3.14. 向客戶及為客戶債務提供抵押的人士追討欠款；
 - 3.15. 履行根據下列適用於本行或本行被期望遵守的就披露及使用資料的義務、規定或安排：
 - 3.15.1. 不論於香港特別行政區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；
 - 3.15.2. 不論於香港特別行政區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作出或發出的任何指引或指導；及
 - 3.15.3. 本行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；
 - 3.16. 遵守本行為符合制裁或預防或偵測清洗黑錢、恐怖份子融資活動或其他非法活動的任何方案就於本行及總行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、程式、措施或安排；
 - 3.17. 讓本行的實際或建議承讓人，或就本行對客戶享有的權利的參與人或附屬參與人評核其擬承讓、參與或附屬參與的交易；及
 - 3.18. 與上述有關的用途。
4. 資料當事人的資料可能用於以下任何一項或多項用途：
 - 4.1. 處理有關帳戶、信貸、產品及服務的申請；
 - 4.2. 本行為資料當事人提供帳戶、信貸、產品及服務所涉及的日常管理及運作；
 - 4.3. 履行根據適用於本行或本行服務供應商被期望遵守的就披露及使用資料的義務、規定或安排(於香港特別行政區境內及境外)，包括：
 - 4.3.1. 目前及將來存在的對其具法律約束力或適用的任何法律(包括香港稅務條例(第 112 章))；
 - 4.3.2. 目前及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作出或發出的任何指引或指導；
 - 4.3.3. 本行(包括總行)因其位於或跟相關本地或外地法律、監管、政府、稅務、執法或其他機關，或自律監管組織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組織或行業組織或協會承擔或被施加的任何目前或將來的合同或其他承諾；
 - 4.4. 遵守本行為符合制裁或預防或偵測清洗黑錢、恐怖份子融資活動或其他非法活動的任何方案就於本行內共用資料及資訊及/或任何其他資料及資訊的使用而指定的任何義務、要求、政策、程式、措施或安排(於香港境內及境外)；
 - 4.5. 進行信用檢查 (包括於申請信貸時及於每年通常一次或多於一次的定期或特別信貸覆核時)；
 - 4.6. 在符合條例所載的規定下進行核對程式；
 - 4.7. 提供銀行證明書；
 - 4.8. 設立及維持本行的信貸或行為評分模式；
 - 4.9. 協助其他信貸提供者進行信用檢查及追討欠債；
 - 4.10. 確保資料當事人持續維持可靠信用；
 - 4.11. 確定本行欠資料當事人或其所欠的負債金額；
 - 4.12. 執行資料當事人應負的義務，包括向資料當事人追收欠款及向為資料當事人債務提供抵押或擔保的人士追收欠款；
 - 4.13. 進行市場、服務或產品分析；
 - 4.14. 研究、發展或改善本行供資料當事人使用的服務及產品；
 - 4.15. 推廣服務、產品、或其他專案(本行可能會或不會就此獲得報酬)(請見以下第 6 段)；

- 4.16. 使本行的承讓人(實際或建議)或就有關資料當事人本行享有的權利之任何參與人或附屬參與人就擬承讓、參與或附屬參與的交易進行評估；
 - 4.17. 就資料當事人之資料進行比較以作信用檢查、資料核實或以其他方式產生或核實資料之用(不論有關比較的目的是否為對資料當事人採取不利行動)；
 - 4.18. 維持資料當事人的信貸記錄以作參考用；
 - 4.19. 與接受由本行發出的信用卡的商號及獲本行提供聯營/合營/會員專享信用卡服務之機構交換資料及就任何相關信用卡付款或交易核實資料當事人的身份；
 - 4.20. 作合理內部管理用途(例如風險管理、保安措施、調查、犯罪預防)；
 - 4.21. 進行信用評估或統計分析以作營運或內部監控之用；及
 - 4.22. 與上述有關之用途。
5. 本行會對其持有的資料當事人的資料保密，但獲授權可把資料當事人的資料提供給下述(香港境內及境外的)任何一方或多方作上述第4段所列出的用途：
- 5.1. 就帳戶、信貸、產品及服務的建立、運作、維持或提供而向本行提供服務(包括行政、電訊、電腦、支付或證券結算服務或其他)的任何代理人、承辦商或第三方服務供應商；
 - 5.2. 任何對本行負有保密責任的其他人士(包括承諾保密該等資料的總行之成員)；
 - 5.3. 付款銀行向出票人提供已付款支票的副本(其中可能載有收款人的資料)；
 - 5.4. 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者)，及追討欠款公司(在資料當事人欠賬時)；
 - 5.5. 本行根據對其具法律約束力或適用的任何法律規定，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本行遵守的任何指引或指導，或根據本行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；
 - 5.6. 使本行的承讓人(實際或建議)或就有關資料當事人本行享有的權利之任何參與人或附屬參與人或受讓人；
 - 5.7. 為資料當事人的義務提供或計畫提供擔保或第三方抵押的任何人士；
 - 5.8. 任何本行及總行之成員；
 - 5.9. 本行就4.15段列出的用途而雇用的任何人士；及/或
 - 5.10. 在資料當事人同意下之任何人士。

如本行及總行認為合適，資料當事人的資料可於任何地區或國家(香港境內或境外的)處理、保存及傳達或披露，以作本通知書第4段所述用途。資料可根據適用於本行及總行的司法管轄區(香港境內或境外的)的當地慣例、法律和規則、政府行政措施、政令的情況下披露。

6. 在直接促銷中使用資料當事人資料

本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意(包括表示不反對)。就此：

- 6.1. 本行可能把其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；
- 6.2. 可用作促銷下列類別的服務、產品及專案：
 - 6.2.1. 獎賞、獎勵或優惠計畫及有關服務及產品；
 - 6.2.2. 本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
 - 6.2.3. 為慈善及/或非牟利用途的捐款及捐贈；
- 6.3. 上述服務、產品及促銷目標的可能由本行及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - 6.3.1. 本行之成員；
 - 6.3.2. 第三方獎賞、客戶或會員、合作品牌或優惠計畫供應商；
 - 6.3.3. 本行之合作品牌夥伴(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
 - 6.3.4. 慈善或非牟利機構；
- 6.4. 本行亦擬將第6.1段所述的資料提供予第6.3段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷專案中使用，而本行為此用途須獲得資料當事人書面同意(包括表示不反對)；
- 6.5. 本行可能因如第6.4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。如本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，本行會於第6.4段所述徵求資料當事人同意或不反對時通知資料當事人本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。

如資料當事人不希望本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，資料當事人可通知本行行使其選擇權拒絕促銷。

7. 就資料當事人於2011年4月1日或以後按揭申請的有關的資料，本行獲授權可把下列資料當事人資料(包括不時就任何下列資料的更新資料)以本行及/或代理人的名義提供予信貸資料服務機構：
- 7.1. 全名；
 - 7.2. 通訊地址；
 - 7.3. 香港身份證號碼或旅遊證件號碼；
 - 7.4. 出生日期；
 - 7.5. 就每宗按揭而言：
 - 7.5.1. 身份(即作為借款人、按揭人或擔保人，及以本人單名或與其他人士聯名方式)；
 - 7.5.2. 按揭帳戶號碼；
 - 7.5.3. 信貸種類；
 - 7.5.4. 按揭帳戶狀況；及
 - 7.5.5. 按揭帳戶結束日期。

信貸資料服務機構將使用由本行提供的資料統計資料當事人 (分別以不同身份) 不時於信貸提供者持有的按揭宗數, 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, 但前述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. 使用本行應用程式介面 (「API」) 向客戶的第三方服務供應商轉移個人資料
本行可根據客戶向本行或客戶使用之第三方服務供應商所發出的指示, 使用本行的 API 向第三方服務供應商轉移客戶的資料, 以作本行或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。
9. 根據條例中的條款及條例所核准及發出之個人信貸資料實務守則, 任何資料當事人有權:
 - 9.1. 查閱本行是否持有其資料及/或查閱該等資料;
 - 9.2. 要求本行改正任何有關其不準確的資料;
 - 9.3. 查明本行對於資料的政策、程式及實務及獲告知本行持有的及/或他能夠查閱之個人資料的種類;
 - 9.4. 就個人信貸資料方面, 要求獲告知哪些資料會例行披露予信貸資料服務機構或追討欠款公司, 以及獲提供進一步資料, 藉以向有關信貸資料服務機構或追討欠款公司提出查閱資料及改正資料之要求; 及
 - 9.5. 就本行向信貸資料服務機構提供的任何帳戶資料 (包括任何帳戶還款資料), 於全數清還欠賬後結束帳戶時, 指示本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, 但指示須於帳戶結束後 5 年內提出及於緊接終止信貸前 5 年內沒有任何拖欠為期超過 60 日的欠款。
10. 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撇賬 (因破產令導致撇賬除外), 否則帳戶還款資料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 5 年。
11. 如資料當事人因被頒佈破產令而導致任何帳戶金額被撇賬, 不論帳戶還款資料是否顯示任何拖欠為期超過 60 日的還款, 該由信貸資料服務機構持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留多 5 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的 5 年止 (以較先出現的情況計算)。
12. 本行在考慮任何信貸申請時, 可能從信貸資料服務機構取得有關資料當事人及任何其擔保人的信貸報告, 而若資料當事人或任何其擔保人希望索取有關信貸報告或要求根據條例規定更正信貸資料服務機構所持的資料當事人的任何個人資料, 本行會提供相關信貸資料服務機構的聯絡詳情 (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及適用法律法規所限)。
13. 本行可為信貸審核任何資料當事人而不時查閱信貸資料服務機構的資料庫, 包括審核現有已批出的個人信貸的用途查閱信貸資料服務機構所持有的有關任何資料當事人的個人信貸資料, 而該等審核或牽涉本行對增加信貸限額或對信貸作出限制或與有關資料當事人安排或實行債務償還安排的考慮 (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及適用法律法規所限)。
14. 根據條例的條款, 本行有權對處理索取或更正任何資料的要求收取合理費用。
15. 關於查閱或改正資料, 或索取關於資料、政策及實務或所持有的資料種類的要求, 應向下列人士提出:
資料保護主任
東莞銀行股份有限公司香港分行
地址: 香港中環金融街 8 號國際金融中心二期 25 樓 2504-2511 室
電話: 852-29512600
資料當事人可隨時選擇不再收取本行的宣傳材料並無需為此繳費。如資料當事人不欲收取本行的宣傳材料, 資料當事人必須按上文列出之地址或按本行不時通知資料當事人的其他更新地址向本行發出書面通知。
16. 本通知書不會限制資料當事人根據條例所享的權利。
17. 在本通知書內, 下列詞語具以下涵義:
 - 17.1. 「帳戶還款資料」一詞包括上次到期的還款額, 上次報告期間 (即緊接本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 (如有), 清還過期欠款的日期 (如有), 及全數清還拖欠為期超過 60 日的欠款的日期 (如有))。
 - 17.2. 「總行」一詞一併及分別地指東莞銀行股份有限公司總行、東莞銀行股份有限公司及其子公司、分行及代表辦事處 (無論是直接或間接)。
 - 17.3. 「資料當事人」一詞包括但不限於帳戶、信貸、產品及服務的申請人、擔保人、保證人、諮詢人、抵押品提供者、公司客戶或申請人的股東、董事、職員、管理人員、申請人的獨資經營者或合夥人、其他與本行訂約的合約方、客戶、潛在客戶、其他個人。
 - 17.4. 「人士」一詞包括個人、獨資經營者、合夥、商號、公司、法團、社團、合營企業、信託、不屬法團的團體, 及合法代表每位前述人士行事的其他人士。
18. 如本通知書中英文本有任何歧異, 以英文本為準。

生效日期: 2022 年 10 月

Notice to Data Subjects (including customers) relating to the Personal Data (Privacy) Ordinance ("Ordinance") ("Notice")

BANK OF DONGGUAN CO., LTD., HONG KONG BRANCH ("Bank")

- 1 It is necessary for data subjects to supply the Bank with data from time to time in connection with various matters, including but not limited to:
 - 1.1 opening or continuing accounts;
 - 1.2 establishing or maintaining or continuing banking/credit facilities/financing; and/or
 - 1.3 for the use of products and/or services, including funds and deposit settlement business, loan business, trade financing business, foreign exchange service business, deposit business, and other banking and financial services.
(Collectively, "**Accounts, Credit, Products and Services**")
- 2 Failure to supply such data to the Bank may result in the Bank being unable to open or continue or maintain or provide to the data subjects the Accounts, Credit, Products and Services.
- 3 Data are collected from data subjects in the ordinary course of the continuation of the Bank's business relationship with such data subjects and/or in the ordinary course of business, including but not limited to the following:
 - 3.1 when the Accounts, Credit, Products and Services are used by data subjects;
 - 3.2 when the data subjects instruct the Bank to enter into transactions or carry out transactions;
 - 3.3 when the data subjects write cheques, deposit money, repay loans;
 - 3.4 when the data subjects request the Bank to provide services and in the course of daily operation involved in credit facilities/financing;
 - 3.5 when the data subjects request the Bank to provide other banking and financial products and services;
 - 3.6 when payments are made to the accounts of the data subjects;
 - 3.7 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;
 - 3.8 creating and maintaining the Bank's credit scoring models;
 - 3.9 assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - 3.10 ensuring ongoing credit worthiness of customers;
 - 3.11 designing financial services or related products for customers' use;
 - 3.12 marketing services, products and other subjects; (please refer to paragraph 6 below for details);
 - 3.13 determining the amount of indebtedness owed to or by customers;
 - 3.14 collection of amounts outstanding from customers and those providing security for customers' debts;
 - 3.15 complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or that the Bank is expected to comply according to:
 - 3.15.1 any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - 3.15.2 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; and
 - 3.15.3 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;
 - 3.16 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank and/or any other use of data and information in accordance with any programmes within the head office for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - 3.17 enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - 3.18 purposes relating to any of the above.
- 4 Data relating to a data subject may be used for any one or more of the following purposes:
 - 4.1 handling applications for the Accounts, Credit, Products and Services;
 - 4.2 daily management and operation of the Accounts, Credit, Products and Services provided by the Bank to the data subject;
 - 4.3 compliance with the obligations, requirements or arrangements for disclosing and using data that apply to or is expected to be complied with by the Bank or any service provider of the Bank within and outside Hong Kong, including but not limited to:
 - 4.3.1 any present or future law binding or applying to it (such as the Inland Revenue Ordinance (Cap. 112));
 - 4.3.2 any present or future 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;
 - 4.3.3 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 (including head office) 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;
- 4.4 compliance with any obligations, requirements, policies, procedures, measures or arrangements (within and outside Hong Kong) for sharing data and information within 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;
 - 4.5 conducting credit checks (including at the time of application for credit and at the time of regular or special reviews which normally take place one or more times each year);
 - 4.6 carrying out matching procedures (subject to the requirements set out in the Ordinance);
 - 4.7 providing banker's references;
 - 4.8 creating and maintaining the Bank's credit or behaviour scoring models;
 - 4.9 assisting other credit providers to conduct credit checks and collect debts;
 - 4.10 ensuring ongoing credit worthiness of the data subject;
 - 4.11 determining the amount of indebtedness owed to or by data subjects;
 - 4.12 enforcement of data subjects' obligations, including but without limitation the collection of amounts outstanding from data subjects and those providing guarantee or security for data subjects' obligations;
 - 4.13 conducting market, service or product analysis;
 - 4.14 researching, developing or improving services or products of the Bank for data subjects' use;
 - 4.15 marketing services, products or other projects in respect of which the Bank may or may not be remunerated (please refer to paragraph 6 below);
 - 4.16 enabling assignee of the Bank (actual or proposed), or participant or sub-participant of the Bank's right with regards to the data subjects to carry out evaluation of the transaction intended to be the subject of the assignment, participation or sub-participation;
 - 4.17 comparing data of data subjects for the purpose of credit checking, data verification or otherwise producing or verifying data (whether or not the comparison is for the purpose of taking adverse action against the data subjects);
 - 4.18 maintaining credit history of data subjects for reference;
 - 4.19 exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provide affinity/co-branded/private label credit card services, as well as verifying the identities of data subjects with the bank of merchant in respect of any related credit card payment or transaction;
 - 4.20 for reasonable internal management purposes (such as risk management, security controls, investigations, crime prevention);
 - 4.21 conducting credit evaluation or statistical analysis for the purpose of operational or internal control; and
 - 4.22 purposes relating to any of the above.

5 Data held by the Bank relating to data subjects will be kept confidential but the Bank are authorized to provide the data of a data subject to one or more of the following parties (inside and outside Hong Kong) for the purposes set out in paragraph 4 above:

- 5.1 any agent, contractor or third-party service provider who provides services (including administrative, telecommunications, computer, payment or securities clearing or otherwise) to the Bank in connection with establishing, operating, maintain or providing the Accounts, Credit, Products and Services;
- 5.2 any other person under a duty of confidentiality to the Bank (including any member of head office which has undertaken to keep such information confidential);
- 5.3 the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- 5.4 credit reference agencies (including the operator of any centralized database used by credit reference agencies), and debt collection agencies (in the event of default);
- 5.5 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 (regardless of whether they are within or outside the Hong Kong and whether they are existing currently and in the future);
- 5.6 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;
- 5.7 any party giving or proposing to give a guarantee or third-party security to guarantee or secure the obligations of the data subjects;
- 5.8 any member of the head office and the Bank;
- 5.9 any person which the Bank engages for any of the purpose(s) set out in paragraph 4.15; and/or
- 5.10 any person with the consent of the data subject.

The data of a data subject may be processed, kept and transferred or disclosed in and to any region or country (inside or outside Hong Kong) as the Bank and head office consider appropriate for the purposes set out under paragraph 4 above. Such data may also be disclosed in accordance with the local practices and laws, rules, regulations, governmental acts and orders) of the jurisdictions (inside or outside Hong Kong) applicable to the Bank and head office.

6 Use of Data of Data Subject in Direct Marketing

地址: 香港中環金融街 8 號國際金融中心二期 25 樓 2504-2511 室

Address: Suites 2504-2511, 25th Floor, Two International Finance Center, 8 Finance Street, Central, Hong Kong

- The Bank intends to use a 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:
- 6.1 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;
 - 6.2 the following classes of services, products and projects may be marketed:
 - 6.2.1 reward, loyalty or privileges programmes and related services and products;
 - 6.2.2 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
 - 6.2.3 donations and contributions for charitable and/or non-profit making purposes;
 - 6.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - 6.3.1 any member of the Bank;
 - 6.3.2 third party reward, loyalty, co-branding or privileges programme providers;
 - 6.3.3 co-branding partners of the Bank (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
 - 6.3.4 charitable or non-profit making organisations;
 - 6.4 The Bank also intends to provide the data described in paragraph 6.1 above to all or any of the persons described in paragraph 6.3 above for use by them in marketing those services, products and projects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose;
 - 6.5 The Bank may receive money or other property in return for providing the data to the other persons in paragraph 6.4 above and, when requesting the data subject's consent or no objection as described in paragraph 6.4 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 the 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.

- 7 In relation to data relating to mortgage applications of a data subject on or after 1 April 2011, the following data relating to the data subject (including any updated data of any following data from time to time) may be provided by the Bank, on its own behalf and/or as an agent, to credit reference agencies:
 - 7.1 full name;
 - 7.2 correspondence address;
 - 7.3 Hong Kong Identity Card number or travel document number;
 - 7.4 date of birth;
 - 7.5 in respect of each mortgage:
 - 7.5.1 capacity (i.e. as borrower, mortgagor or guarantor, and whether in sole name or in joint names with others);
 - 7.5.2 mortgage account number
 - 7.5.3 mortgage account status
 - 7.5.4 type of the facility; and
 - 7.5.5 mortgage account closed date.

Credit reference agencies 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 the data subject with credit providers (in various capacities) for sharing in the consumer credit databases of the credit reference agencies by credit providers but the aforementioned is subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance.

- 8 Transfer of personal data to customer's third party service providers using Bank's Application Programming Interface (API)
The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.
- 9 Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right
 - 9.1 to check whether the Bank holds data about him and/or access such data;
 - 9.2 to require the Bank to correct any inaccurate data relating to him;
 - 9.3 to ascertain the Bank's policies, procedures and practices in relation to data and to be informed of the type of personal data held by the Bank and/or he has access to;
 - 9.4 in relation to consumer credit data, to be informed, upon request, which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and to be provided with further information to enable the making of data access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - 9.5 in relation to any account data (including 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, on condition that the instruction is given within 5 years of termination and at no time was there any default of payment in relation to the account, lasting for a period in excess of 60 days within 5 years immediately before account termination.

- 10 In the event an account has had a default of payment, 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 may be retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.
- 11 In the event of any amount in an account being written off due to a bankruptcy order being made against a data subject, the account repayment data may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment for a period lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified to the credit reference agency(ies) by the data subject with evidence, whichever is earlier.
- 12 Subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance and applicable laws and regulations, the Bank may obtain credit report(s) on a data subject and any of its sureties from credit reference agency(ies) in considering any application for credit, and will advise the contact details of the relevant credit reference agency(ies) if the data subject or any of its sureties wishes to access the credit report or to request to have any personal data of the data subject held by the credit reference agency(ies) corrected pursuant to the Ordinance.
- 13 Subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance and applicable laws and regulations, the Bank may access the databases of credit reference agency(ies) for the purpose of credit review of any data subject from time to time, including that the Bank may access the consumer credit data of any data subject held by credit reference agency(ies) for the purpose of the review of their existing consumer credit facilities, which may involve the Bank's consideration of an increase in the credit amount or the curtailing of credit or the arrangement/implementation of a scheme of arrangement with the data subject.
- 14 The Bank has the right to charge a reasonable fee for the processing of any data access request or correction request in accordance with the terms of the Ordinance.
- 15 The person to whom data access requests or correction requests or requests for regarding policies and practices and types of data held are to be addressed is:

The Data Protection Officer
Bank of Dongguan Co., Ltd., Hong Kong Branch
Address: Room 2504-2511, 25/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong.
Telephone: 852-29512600

The data subject may, at any time and free-of-charge, choose not to receive the promotional materials of the Bank. If the data subject does not wish to receive such material, the data subject must inform the Bank in writing at the address set out above or such other updated address as the Bank may notify the data subject from time to time.

- 16 Nothing in the Notice shall limit the rights of data subjects under the Ordinance.
- 17 In the Notice, the following terms shall have the following meanings:
 - 17.1 **"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(if any), date of settlement of amount past due(if any), and date of final settlement of amount in default lasting for a period in excess of 60 days (if any)).
 - 17.2 **"Head office"** means each of or collectively the head office of the Bank of Dongguan Co., Ltd., the Bank of Dongguan Co., Ltd. and its subsidiaries, branches and representative offices (direct or indirect).
 - 17.3 **"Data subjects"** or **"data subject"** includes and is not limited to applicants for the Accounts, Credit, Products and Services, sureties, referees, guarantors, providers of security, shareholders, directors, officers and managers of corporate customers or applicants, sole proprietors or partners of applicants, other contractual counterparties with the Bank, customers, potential customers, and other individuals.
 - 17.4 **"Persons"** or **"person"** includes an individual, a sole proprietor, a partnership, a merchant, a company, a corporation, a society, a joint venture, a trust, and an unincorporated body of persons, and other persons who act as lawful representatives of each of the aforementioned persons.
 - 17.5 A reference in the Notice to the singular includes the plural and vice versa.
- 18 In case of any discrepancy between the English and Chinese versions of the Notice, the English version shall prevail.

Effective Date: Oct 2022