

尊貴的客戶：

## 《有關個人資料(私隱)條例之客戶通告》及 《有關建行(亞洲)商務卡合約及收費修訂通知》

多謝閣下選用中國建設銀行(亞洲)的**商務卡**服務！

根據法例和監管要求及讓閣下了解本行使用從客戶收集得來的個人資料之相關政策，現隨函附上本行之《有關個人資料(私隱)條例之客戶通告》以供參閱。

另外，為提供更完善的信用卡服務，隨函亦附上《有關建行(亞洲)商務卡合約及收費修訂通知》以供參閱。除非另外特別註明，相關修訂將於**2024年7月3日起生效**。

如有任何查詢，請致電建行(亞洲)信用卡24小時客戶服務熱線(852) 317 95533。

為讓閣下能透過電子渠道更方便快捷收取到相關賬戶的保安及服務訊息，敬請閣下定期檢視通訊資料是否正確。閣下如欲更新電郵地址，可使用保安編碼器登入本行網上銀行 / 手機銀行更新記錄；如需要更改其他個人資料包括手提號碼，可於本行網站下載有關表格([www.asia.ccb.com/hk/form/F642](http://www.asia.ccb.com/hk/form/F642))，填妥後交回本行任何一間分行或寄回香港郵政總局信箱133號「中國建設銀行(亞洲)股份有限公司」。

好好保障信用卡及個人資料以免受詐騙，請不時到建行(亞洲)網頁(「電子銀行」>「常用連結」>「安全提示」)瀏覽保安小貼士。

**中國建設銀行(亞洲)股份有限公司 謹啓**  
2024年4月

此乃電腦列印文件，故不需簽署。

本通知之中英文版本如有歧異，概以英文版本為準。

Dear Valued Customer,

## “Notice to Customers relating to the Personal Data (Privacy) Ordinance” and “Notice of Amendments in relation to CCB (Asia) Business Card Agreement and Fee(s)”

Thank you for choosing China Construction Bank (Asia) **Business Card** Service!

In accordance with the legal and regulatory requirements and allow you to have a comprehensive understanding on our Bank's policy with regard to the use of personal data collected from customers, enclosed please find the **“Notice to Customers relating to the Personal Data (Privacy) Ordinance”** for your information.

Furthermore, in order to provide you the best Credit Card service, enclosed please find the **“Notice of Amendments in relation to CCB (Asia) Business Card Agreement and Fee(s)”** for your information. Unless otherwise specified, the following changes will be implemented starting from 3 July 2024.

If you have any queries, please call CCB (Asia) Credit Card 24-Hour Customer Service Hotline at (852) 317 95533.

To ensure you can receive account security and service information more conveniently through e-channels, you are advised to review your contact information regularly. To update your email address, you can log in to our Online banking / Mobile banking by using security token; if you need to change other personal information, including mobile number, you can download the related form from the Bank's website ([www.asia.ccb.com/hk/form/F642](http://www.asia.ccb.com/hk/form/F642)), and return the completed form to any of our branches or mail to China Construction Bank (Asia) Corporation Limited at G.P.O. Box 133 Hong Kong.

Please visit CCB (Asia) website (“e-Banking”>“Useful Links”>“Security Tips”) regularly for security tips to secure your credit card and personal information to avoid scams.

Yours faithfully,

**China Construction Bank (Asia) Corporation Limited**  
April 2024

This is a computer printout and no signature is required.

尊貴的客户：

## 有關建行(亞洲)商務卡合約及收費修訂通知

由2024年7月3日起(「生效日」)，建行(亞洲)商務卡合約及收費將會作出以下修訂，以下為修訂內容及有關之資料撮要。客戶可於生效日起透過本行網頁(「商業銀行」>「商務卡」)瀏覽完整版本。

### (1) 商務卡服務收費一覽表修訂內容 (刪除內容以刪除線標示而新增或修改內容則以底劃線標示)

項目	修訂內容
最低付款額	利息及費用(包括可能收取的會員年費)及所欠本金總額的 <b>1%</b> 及(如有的話)超逾信用額之全數金額及逾期之全數金額(最低付款額的最低金額為HKD200/RMB200 <b>HKD220/RMB220<sup>#</sup></b> ) 如總結欠少於 <b>HK\$220/RMB220</b> ，最低付款額為總結欠。
備註*	* 上述之實際年利率以香港銀行公會所提供之計算方法作依據，並已約至小數後兩個位。至於現金透支實際年利率是以現金透支總額及有關之現金透支費用計算。實際年利率是一種參考利率，當中包括基本利率及其他產品的收費及費用項目。

### (2) 商務卡合約修訂內容 (刪除內容以刪除線標示而新增或修改內容則以底劃線標示)

現有合約的新增/修訂內容 相應條款	新增/修訂之重點
條款3.2	<p>3. 信用卡之使用</p> <p>3.2 <b>私人密碼、生物辨識資料及一次性專用密碼</b> – 信用卡會員須小心及適當處理任何連同信用卡所用之私人密碼(如適用者)，及將該私人密碼保密。另外，信用卡會員亦須小心處理任何身份認識識別因素，包括生物辨識資料及一次性專用密碼。同時，信用卡會員同意：</p> <p><u>私人密碼</u></p> <p>(i) 應當銷毀印有任何私人密碼的通知正本；</p> <p>(ii) 不容許任何人士使用信用卡或任何私人密碼；</p> <p>(iii) 不得將任何私人密碼寫於信用卡上或任何通常與信用卡一起存放或存放於信用卡附近的物品上；</p> <p>(iv) 若以任何方式寫下任何私人密碼時，必須加以掩飾使人難以辨認；及</p> <p>(v) 在信用卡會員選取私人密碼時，他/她須當心不會選取可讓第三者輕易猜中的數字，例如避免使用他/她或任何親友之生日日期或他/她的任何電話號碼之任何部份；及</p> <p>(vi) 不得將任何私人密碼接駁其他服務(如接連互聯網或其他網址)。</p> <p><u>生物辨識資料</u></p> <p>(i) 裝置只儲存信用卡會員的生物辨識資料。</p> <p>(ii) 信用卡會員如有雙胞胎或長相相似的兄弟姊妹，避免使用面孔辨識功能。</p> <p><u>一次性專用密碼</u></p> <p>(i) 不將一次性專用密碼告知任何人(包括親友)或在社交媒體上公開。</p> <p>(ii) 不存儲一次性專用密碼。</p> <p>如因為未能妥善選擇私人密碼或妥善處理信用卡或私人密碼或生物辨識資料或一次性專用密碼而引致損失，公司須負上全責。公司同意就私人密碼或生物辨識資料或一次性專用密碼因任何原因(因建行(亞洲)的疏忽除外)外洩予任何人士而引致之一切後果、損失及 / 或責任，公司須獨自負上全部責任，並會為由此而令建行(亞洲)產生之任何合理損失或損害向建行(亞洲)作出賠償。</p>

**(2) 商務卡合約修訂內容** (刪除內容以刪除線標示而新增或修改內容則以底劃線標示)

現有合約的新增/修訂內容 相應條款	新增/修訂之重點
條款7.1	<b>7. 遺失與失竊責任</b> 7.1 <b>遺失或被竊</b> — 如信用卡或已綁定信用卡於電子錢包的流動裝置遺失或被竊，或有任何其他人士知道(或懷疑外洩)信用卡之密碼及 / 或生物辨識資料或一次性專用密碼被透露予任何未被授權者等情況，或信用卡會員及/或公司懷疑任何偽冒信用卡與其信用卡之號碼相同，信用卡會員及/或公司應立即致電24小時失卡熱線：(852) 317 95505或其他建行(亞洲)不時指定之電話號碼通知建行(亞洲)。任何上述情況，本人亦須立即通知警方及在建行(亞洲)要求下將警方報告提供予建行(亞洲)。如該遺失或偷竊發生於海外，信用卡會員及/或公司仍須致電上述熱線或向任何銀聯成員作出報告，及通知當地警方。
條款7.2	7.2 <b>責任</b> — 公司須獨自為在按上述規定報告給建行(亞洲)前以遺失或被盜之信用卡或密碼及 / 或生物辨識資料或一次性專用密碼或流動裝置或以偽冒信用卡或密碼進行未獲授權之交易負責。如建行(亞洲)(基於其獨有意見)認為信用卡會員及公司行為誠實及已盡力保護信用卡、私人密碼及流動裝置，並於信用卡或流動裝置遺失或被竊後或私人密碼及 / 或生物辨識資料或一次性專用密碼被透露予任何未被授權者後，按上述指示通知建行(亞洲)及警方，則公司就於建行(亞洲)接獲每宗信用卡或手機遺失或被竊的通知之前所產生的未經授權之信用卡交易(不包括現金交易)的最高負責金額為500港元。該有限責任不適用於涉及詐騙或顯著疏忽的情況，或當信用卡會員在發現信用卡或已綁定信用卡於電子錢包的流動裝置(視乎情況而定)遺失或失竊時，或者在未經授權的情況下洩露了PIN及 / 或生物辨識資料或一次性專用密碼時，未能在合理可行情況下儘快通知建行(亞洲)之情況，公司將對所有損失負責。

注意事項：銀行會在下列情況下向信貸資料服務機構索取客戶的信貸報告：

- 1) 信貸額度增加
- 2) 信貸縮減(包括取消信貸或減少信貸額度)
- 3) 安排或實施個人計劃

請注意：如閣下在生效日期或之後繼續使用或持有有關信用卡，上述部分之修訂即對閣下具約束力。如閣下拒絕接受上述之修訂，閣下有權於生效日前根據建行(亞洲)商務卡合約之條款以書面通知終止有關信用卡。

如閣下有任何查詢。請致電建行(亞洲)信用卡24小時客戶服務熱線(852) 317 95533。

**中國建設銀行(亞洲)股份有限公司 謹啓**  
2024年4月

此乃電腦列印文件，故不需簽署。

本通知之中英文版本如有歧異，概以英文版本為準。

Dear Valued Customer,

## Notice of Amendments in relation to CCB (Asia) Business Card Agreement and Fee(s)

Starting from July 3, 2024 ("Effective Date"), CCB (Asia) Business Card Agreement and fee(s) will be revised as follows. The following is the revised content and the summary of relevant information. Customers can browse the complete version through the Bank's website ("Commercial" > "Business Card") from the Effective Date.

### (1) Changes of Business Card Fee Schedule

(Deleted content is marked with a strikethrough, while new or modified content is marked with an underline)

Item	Revised Content
Minimum Payment	All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus <b>1%</b> of outstanding principal, plus (if any) any overlimit amount and past due amount. (the minimum amount of Minimum Payment is HKD200/RMB200 <b>HKD220/RMB220</b> ) If the total outstanding balance is less than <b>HKD220/RMB220</b> , the minimum payment will be the total outstanding balance.
Remark*	* The above annualized percentage rates are calculated according to the standard of Hong Kong Association of Banks and are rounded up/down to the nearest two decimal places. With respect to cash advances, the annualized percentage rate is arrived at by reference to the amount of the cash advance as well as to any related cash advance fees. <u>An APR is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate.</u>

### (2) Changes of Business Card Agreement

(Deleted content is marked with a strikethrough, while new or modified content is marked with an underline)

New terms or amendments to existing agreement corresponding to those terms	Key points of addition or amendment
Clause 3.2	<p><b>3. USE OF THE CARD</b></p> <p>3.2 Password, <b>biometric data and one-time password</b> - The Cardmember shall handle with due care any Password provided for use with the Card and keep such Password (if applicable) confidential. <u>Also, the Cardmember shall carefully handle any authentication factors, including biometric data and one-time passwords.</u> In addition, the Cardmember agrees:</p> <p><u>Password</u></p> <ul style="list-style-type: none"> <li>(i) to destroy the original printed copy of any Password;</li> <li>(ii) not to allow anyone else to use the Card or any Password;</li> <li>(iii) not to write down any Password on the Card or on anything usually kept with or near the Card;</li> <li>(iv) not to write down or record any Password without disguising it;</li> <li>(v) that whenever he/she chooses a Password, he/she will not choose a number that is likely to be guessed by a third party (e.g. he/she will not choose his/her birthday or the birthday of a relative or any part of any of his/her telephone numbers) and</li> <li>(vi) not to use the Password for accessing other services (for example, connection to the internet or accessing other websites).</li> </ul> <p><u>Biometric data</u></p> <ul style="list-style-type: none"> <li>(i) <u>The device only stores the Cardmember's biometric data.</u></li> <li>(ii) <u>If the Cardmember has twins or similar-looking siblings, avoid using facial recognition function.</u></li> </ul> <p><u>One-time password</u></p> <ul style="list-style-type: none"> <li>(i) <u>Do not share one-time password with anyone (including friends or family) or make it public on social media.</u></li> <li>(ii) <u>Do not store one-time password.</u></li> </ul> <p>The Company shall be solely liable for all losses resulting from any failure by the Cardmember to choose a Password, or handle the Card or Password <u>or biometric data or one-time password</u>, with due care, and agrees to accept full and sole responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the Password <u>or biometric data or one-time password</u> being known to another person for whatever reason (other than negligence of CCB (Asia)) and shall indemnify CCB (Asia) for any loss or damage reasonably incurred by reason thereof.</p>

## (2) Changes of Business Card Agreement

(Deleted content is marked with a strikethrough, while new or modified content is marked with an underline)

New terms or amendments to existing agreement corresponding to those terms	Key points of addition or amendment
Clause 7.1	<p><b>7. LOST CARD AND THEFT LIABILITY</b></p> <p>7.1 <b>Report of Lost or Stolen Card</b>- If the Card or a mobile phone device(s) with credit card(s) bound to the <u>mobile wallet</u> is lost or stolen or the Password is known (or suspected to be known) <u>by another other person, and/or the biometric data or one-time password is disclosed to any unauthorized person</u>, or if there is suspicion by the Cardmember and/or the Company of any counterfeit card bearing the same account number as the Card, the Cardmember and/or the Company will immediately report it to CCB (Asia) by calling the 24-Hour Lost Card Hotline at (852) 317 95505, or such other telephone number CCB (Asia) may specify from time to time. Any such event should also be promptly reported to the police and the police report must be produced to CCB (Asia) if requested. <del>If such loss or theft occurs overseas, the report should still be made to the said Hotline, otherwise to any member of UnionPay and reported to local police.</del></p>
Clause 7.2	<p>7.2 <b>Liability</b> - The Company shall be solely liable for all transactions effected through a lost or stolen Card or the Password, and/or the biometric data or one-time password or mobile device(s) or through unauthorized use of Password or counterfeit card occurring prior to the time the loss or theft was reported to CCB (Asia) in the manner prescribed above. <u>Provided</u> that if CCB (Asia) considers (in its sole opinion) the Cardmember and the Company have acted in good faith and with due care and diligence to protect the Card, Password and mobile device(s), and have reported the loss or theft of the Card or mobile device(s), or the disclosure of the Password and/or the biometric data or one-time password to any unauthorized person to CCB (Asia) and to the police in the manner described above, the maximum liability of the Company for unauthorized transactions made through the Card (not including cash transactions) before the loss or theft is reported reporting to CCB (Asia) shall not exceed HK\$500 on each occasion. The limited liability does not apply in case involving fraud or significant negligence, or if <u>under reasonable circumstances, the Cardmember fails to promptly notify CCB (Asia) of the loss or theft of the credit card(s) or a mobile device(s) with credit card(s) bound to the mobile wallet (depending on the situation), or the disclosure of the PIN and/or the biometric data or one-time password without authorization.</u> In such cases, the Company will be responsible for all losses.</p>

Reminder: The bank will obtain the customers' credit report from CRA(s) with below circumstances:

- 1) An increase in the credit amount
- 2) The curtailing of credit (including the cancellation of credit or a decrease in the credit amount)
- 3) The putting in place or the implementation of a scheme of arrangement with the individual

Please note that the afore-mentioned amendments shall be binding on you if you continue to use or retain your credit card(s) on or after the respective Effective Date. If you decline to accept the amendments, you have the right to terminate your credit card(s) by giving us a written notice in accordance to the relevant provisions under the CCB (Asia) Business Card Agreement before the Effective Date.

If you have any enquiries, please call CCB (Asia) Credit Card 24-Hour Customer Service Hotline at (852) 317 95533.

Your faithfully,

**China Construction Bank (Asia) Corporation Limited**  
April 2024

This is a computer printout and no signature is required.

**中國建設銀行(亞洲)股份有限公司(下稱“銀行”)**  
**有關個人資料(私隱)條例(下稱“條例”)之**  
**客戶通告(下稱“通告”)**  
**(生效日期: 2024年4月17日)**

- (a) 就開立或延續賬戶、設立或延續銀行信貸或銀行所提供的服務, 客戶需要不時向銀行提供有關的資料。
- (b) 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賬戶或設立或延續銀行信貸或提供銀行服務。
- (c) 就持續正常銀行及客戶關係, 例如, 當客戶開出支票或存款, 或以其他方式進行作為本行所提供服務一部分的交易時, 銀行亦會收集客戶的資料。本行亦會向第三方(包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商)收集與客戶有關的資料(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「**信貸資料服務機構**」)接收個人資料)。
- (d) 客戶的資料可被用作下列用途(不論在香港特別行政區(下稱“**香港**”)境內或境外予以使用):
- (i) 考慮及評估客戶有關本行產品及服務的申請;
  - (ii) 為客戶提供服務和信貸融通所涉及的日常運作;
  - (iii) 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;
  - (iv) 設立及維持銀行的信貸評分模式;
  - (v) 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;
  - (vi) 確保客戶持續維持可靠信用;
  - (vii) 進行客戶意見調查及/或設計供客戶使用的金融服務或有關產品;
  - (viii) 推廣服務、產品及其他標的(詳情請參閱以下(h)段);
  - (ix) 確定銀行對客戶或客戶對銀行的欠債金額;
  - (x) 執行銀行的權利, 包括但不限於向客戶及為客戶債務提供抵押的人士追討欠款;
  - (xi) 履行根據下列適用於銀行或其任何分行或銀行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排:
- (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(例如,《稅務條例》及其條文, 包括關於自動交換財務賬戶資料之條文);
- (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(例如, 稅務局作出或發出的指引或指南, 包括關於自動交換財務賬戶資料的指引或指南); 及
- (3) 銀行或其任何分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;

- (xii) 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;
- (xiii) 讓銀行的實際或建議承讓人, 或就銀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
- (xiv) 更新, 對照及/或核實可能由銀行的任何關聯公司、集團公司或代理人持有的有關客戶的任何及所有個人資料;
- (xv) 與金融機構、信用卡收單行、接受信用卡的商戶及獲銀行提供聯營卡/私人標記信用卡/扣賬卡/記賬卡服務的機構交換資料;
- (xvi) 與上述有關的用途。
- (e) 銀行持有的客戶資料將予以保密, 但銀行可就以上(d)段列明的用途把該等資料提供予下列各方(不論其是否在香港境內或境外):
- (i) 就本行業務運作向銀行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商;
  - (ii) 任何對銀行負有保密責任的其他人士, 包括承諾保密該等資料的銀行集團成員公司;
  - (iii) 付款銀行向出票人提供已付款支票的副本(而其中可能載有收款人的資料);
  - (iv) 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商;
  - (v) 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), 以及在客戶欠賬時, 則可將該等資料提供給追討欠款公司;
  - (vi) 銀行或其任何分行根據對銀行或其任何分行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銀行或其任何分行遵守的任何指引或指導, 或根據銀行或其任何分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(以上不論於香港特別行政區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) 銀行的任何實際或建議承讓人或就銀行對客戶享有的權利的參與人或附屬參與人或受讓人;
  - (viii) 為對客戶的義務作出保證或擔保而作出或擬作出保證或第三方擔保的任何方; 及
  - (ix) (1) 銀行集團成員公司;
  - (2) 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;
  - (3) 第三方獎賞、客戶或會員、合作品牌及優惠計劃供應商;
  - (4) 銀行及銀行集團成員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);
  - (5) 慈善或非牟利機構;

(6) 就以上(d)(vii)及/或(d)(viii)段列明的用途而被銀行任用之外部第三方服務供應商(包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司); 及

(7) 任何接受信用卡的商戶的收單財務機構。

該等資料可能被轉移至香港境外處理或保存, 包括但不限於中華人民共和國。

- (f) 銀行採取所有合理可行的措施保護所有個人資料, 例如: 個人資料只准許獲授權之員工查閱, 以及在資料存置設備實施保安措施。在傳送敏感性的個人資料時, 銀行採用加密法技術以保障資料安全。如銀行聘用資料處理者以代本行處理個人資料(不論是在香港或香港以外地方), 銀行將透過合約規範或其他方法, 防止轉移予該資料處理者的個人資料未獲授權或意外地被查閱、處理、刪除、遺失或使用。
- (g) 就客戶(不論以借款人、按揭人或擔保人身份, 以及不論以客戶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, 銀行可能會把下列客戶資料(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) 就每宗按揭的身分(即作為借款人、按揭人或擔保人, 及以客戶本人單名或與其他人士聯名方式);
  - (iii) 香港身分證號碼或旅遊證件號碼;
  - (iv) 出生日期;
  - (v) 通訊地址;
  - (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、已撇賬(因破產令導致除外)、因破產令導致已撇賬); 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客戶(分別以借款人、按揭人或擔保人身份, 及以客戶本人單名或與其他人士聯名方式)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(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)。
- (h) **在直接促銷中使用資料**
- 銀行擬把客戶資料用於直接促銷, 而銀行為該用途須獲得客戶同意(包括表示不反對)。就此, 請注意:
- (i) 銀行可能把銀行不時持有的客戶姓名、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:
    - (1) 財務、保險、信用卡、銀行及相關服務及產品;
    - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
    - (3) 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

(4) 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:

- (1) 銀行集團成員公司;
- (2) 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;
- (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商;
- (4) 銀行及銀行集團成員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
- (5) 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, 銀行亦擬將以上(h)(i)段所述的資料提供予以上(h)(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客戶書面同意(包括表示不反對);

(v) 銀行可能因如以上(h)(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(h)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

**如客戶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, 客戶可通知銀行行使其選擇權拒絕促銷。**

(i) **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。

(j) 根據條例的條款及個人信貸資料實務守則, 任何客戶有權:

- (i) 查閱銀行有否持有其資料及查閱該等資料;
- (ii) 要求銀行改正任何有關其不準確的資料;
- (iii) 查明銀行對於資料的政策及實務及獲告知銀行持有的個人資料的種類;
- (iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司, 並獲提供進一步資料, 藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求; 及

(v) 就銀行向信貸資料服務機構提供的任何賬戶資料(為免生疑問, 包括任何賬戶還款資料), 於全數清還欠賬後結束賬戶時, 指示銀行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料, 但指示必須於賬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。賬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賬戶資料前不多於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))。

(k) 如賬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), 否則賬戶還款資料(定義見以上(j)(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。

(l) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬, 不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款, 該賬戶還款資料(定義見以上(j)(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, 或由客戶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)。

(m) 銀行可查閱任何信貸資料機構的數據庫, 以便不時進行信貸覆核。特別是, 銀行可查閱任何信貸資料機構持有的有關客戶的客戶信貸資料及/或從該信貸資料機構取得有關客戶的信貸報告, 以便覆核其現有客戶信貸安排資料(包括但不限於信用卡賬戶及/或信貸額度)。銀行進行此項覆核時, 可能會考慮以下任何事宜:

- (i) 增加信貸金額或額度;
- (ii) 削減信貸(包括取消信貸或終止賬戶或減少信貸金額或額度), 或
- (iii) 為客戶制定或實施還款方案。

(n) 根據條例的條款, 銀行有權就處理任何查閱資料的要求收取合理費用。

(o) 任何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:

中國建設銀行(亞洲)股份有限公司  
資料保障主任  
九龍九龍灣宏照道18號  
中國建設銀行中心  
傳真:(852) 3718 2500

(p) 銀行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶有意索取有關信貸報告, 銀行會提供有關信貸資料服務機構的聯絡詳情。

(q) 本通知不會限制客戶在個人資料(私隱)條例下所享有的權利。

(r) 本通知的中英文文本如有任何歧異, 概以英文文本為準。

版本日期: 2024年4月

**China Construction Bank (Asia) Corporation Limited  
(the "Bank")**

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

**(Effective Date: April 17, 2024)**

- (a) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (d) The purposes for which data relating to a customer may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")) are as follows:
- considering and assessing the customer's application for the Bank's products and services;
  - the daily operation of the services and credit facilities provided to customers;
  - 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;
  - creating and maintaining the Bank's credit scoring models;
  - 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;
  - ensuring ongoing credit worthiness of customers;
  - conducting customer surveys and/or designing financial services or related products for customers' use;
  - marketing services, products and other subjects (please see further details in paragraph (h) below);
  - determining amounts owed to or by customers;
  - enforcing the Bank's right, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
  - complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
    - any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
    - any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches 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;

- 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;
  - 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;
  - updating, comparing and/or verifying any and all of customers' personal information that may be held by any affiliates, group companies or agents of the Bank;
  - exchanging information with any financial institution, credit card acquirer and merchants accepting credit cards and entities with whom the Bank provide affinity/co-brand/private label credit/debit/charge card services; and
  - purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
  - 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;
  - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
  - credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
  - any person to whom the Bank or any of its branches 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 of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
  - any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
  - any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and
  - the Bank's group companies;
    - third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - third party reward, loyalty, co-branding and privileges programme providers;
    - 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);
    - charitable or non-profit making organisations; and

- 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; and
  - any credit card acquirer of a merchant accepting the credit card.
- Such information may be processed, kept or transferred to a place outside Hong Kong including without limitation, to the People's Republic of China.
- (f) The Bank takes all reasonably practicable means to protect the data, such as, by restricting the access of data by authorized personnel only and incorporating security measures into equipment in which data is held. Encryption technology is employed for sensitive data transmission. If the Bank engages data processors to handle or process personal data on the Bank's behalf (whether within or outside Hong Kong), the Bank would adopt contractual or other means to prevent any unauthorized or accidental access, processing, erasure, loss or use of the transferred data by the data processors.
- (g) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after April 1, 2011, the following data relating to the customer (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 credit reference agencies:
- full name;
  - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
  - Hong Kong Identity Card Number or travel document number;
  - date of birth;
  - correspondence address;
  - mortgage account number in respect of each mortgage;
  - type of the facility in respect of each mortgage;
  - 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
  - if any, mortgage account closed date in respect of each mortgage.
- 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 customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies 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 DATA IN DIRECT MARKETING**
- The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
  - the following classes of services, products and subjects may be marketed:
    - financial, insurance, credit card, banking and related services and products;
    - reward, loyalty or privileges programmes and related services and products;
    - 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
    - donations and contributions for charitable and/or non-profit making purposes; the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - the Bank's group companies;
    - third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - third party reward, loyalty, co-branding or privileges programme providers;

- 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); and
  - charitable or non-profit making organisations;
- in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the 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 the customer's written consent (which includes an indication of no objection) for that purpose;
  - the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

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

- (i) **TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD-PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (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.
- (j) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right:
- to check whether the Bank holds data about him and of access to such data;
  - to require the Bank to correct any data relating to him which is inaccurate;
  - 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;
  - 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
  - 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 the 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)).
- (k) 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 (j)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (l) In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (j)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency(ies), whichever is earlier.

- (m) 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 card accounts and/or credit limits) which review may involve the consideration by the Bank of any of the following matters:
- an increase in the credit amount or limit;
  - the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit); or
  - the putting in place or the implementation of a scheme of arrangement with customers.
- (n) 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.
- (o) 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  
China Construction Bank (Asia) Corporation Limited  
CCB Centre  
18 Wang Chiu Road  
Kowloon Bay  
Kowloon  
Fax: (852) 3718 2500
- (p) The Bank may have obtained credit report(s) on the customer from credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (q) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (r) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

Version Date: April 2024