

尊貴的客戶：

修訂《有關個人資料(私隱)條例之客戶通告》

隨附我們《有關個人資料(私隱)條例之客戶通告》的更新版本(「**個人資料通告更新版**」)。

個人資料通告更新版解釋我們如何收集、處理及分享您的個人資料，以作為我們向您提供的服務之一部分。我們須按照《個人資料(私隱)條例》(「**私隱條例**」)處理您的個人資料。

個人資料通告更新版包含關於香港兩項重要發展的變更。

多家個人信貸資料服務機構營運模式

多家個人信貸資料服務機構營運(「**MCRA**」)模式是由香港銀行公會、香港有限牌照銀行及接受存款公司公會及香港持牌放債人公會制訂的一項重要新措施。

當您提出按揭、貸款或其他信貸產品或服務的申請時，銀行將向個人信貸資料服務機構(「**信貸資料服務機構**」)索取關於您的信貸報告。信貸資料服務機構收集關於您現時及過往從各家向您提供貸款的債權人借貸的資料，然後將該等資料提供予潛在貸款人，助其評估您的信貸能力。香港現時只有一家個人信貸資料服務機構。MCRA模式將讓貸款人得以透過多於一家信貸資料服務機構共用個人信貸資料。

根據MCRA模式的規定，獲選信貸資料服務機構不得在未經客戶同意的情況下將信貸資料轉移至香港境外。

MCRA模式將於2022年年底投入服務。

第三階段開放應用程式介面框架

在香港金融管理局的開放應用程式介面框架下，銀行使用名為應用程式介面(「**API**」)的技術與金融科技企業及其他第三方服務供應商(「**TSP**」)合作交換資料。

上述開放API框架按階段推行。第一階段於2019年1月推行。第一階段API允許銀行與TSP分享關於銀行產品的公開資料。

第二階段開放API框架於2019年10月推行。第二階段API允許銀行透過客戶與TSP的接觸互動接收客戶的銀行產品及服務申請。

第三階段開放API框架於2022年3月開放給公司和中小型企業客戶，並將於2022年6月開放給零售客戶。第三階段API允許銀行在經您同意後與TSP分享客戶帳戶資料，以讓TSP向您提供您所訂購的服務。您同意與TSP分享的客戶帳戶資料(其中可能包括您的帳戶結餘及交易資料)屬您的個人資料。

個人資料通告更新版所作變更的總結

以下為個人資料通告更新版所作主要變更的概要：

1. 個人資料通告更新版 – 有關MCRA模式的變更

個人資料通告更新版包含關於在MCRA模式下對個人信貸資料進行收集及披露的變更：

(a) 第(c)段 – 向信貸資料服務機構收集個人資料

個人資料通告更新版第(c)段涉及我們從信貸資料服務機構(作為其個人信貸報告服務一部分)接收個人資料的事宜。

(b) 第(e)(v)段 – 向平台營運商披露資料

我們於第(e)(v)段清晰說明作為MCRA模式的一部分，您的個人信貸資料可能會被轉移至構成MCRA一部分的中央平台之營運商。

(c) 第(g)段、第(j)至(l)段及第(p)段 – 信貸資料服務機構的複數表述(僅適用於個人資料通告更新版的英文版本)

個人資料通告更新版第(g)段、第(j)至(l)段及第(p)段以複數形式表述信貸資料服務機構一詞，以表示您的個人信貸資料將在MCRA模式下被轉移至多家(而非僅一家)信貸資料服務機構。

2. 經修訂個人資料通告更新版 – 關於第三階段開放API合作的變更

經修訂個人資料通告範文亦收納了一段新內容，即第(i)段，其中涉及您對聘用TSP使用透過我們第三階段API所取得的資料而向您提供服務的選項。若您有所指示，我們將根據您所給予的特定同意向相關TSP披露您的客戶資料。

請注意，第(i)段包含關於將您的資料披露予TSP的一般條款。我們將另行向您發出更具體的通知並徵求您的特定同意，以符合私隱條例的規定。

若您就作為相關服務一部分對您的個人資料所作的使用有任何疑問，敬請聯絡我們或您的TSP。

如有任何查詢，歡迎閣下致電**客戶服務熱線(852) 277 95533**或聯絡分行職員。

中國建設銀行(亞洲)股份有限公司 謹啟

2022年7月

此乃電腦列印文件，故不需簽署。

Dear Valued Customer,

Amendments to our Notice to Customers relating to the Personal Data (Privacy) Ordinance

We are attaching an update to our "Notice to Customers relating to the Personal Data (Privacy) Ordinance" (the "Updated PICS"). The Updated PICS explains how we collect, process and share your personal data as part of our services to you. We are required to handle your personal data in accordance with the Personal Data (Privacy) Ordinance (the "PDPO").

The Updated PICS includes changes that relate to two important developments in Hong Kong:

MCRA Model

MCRA model is an important new initiative developed by the Hong Kong Association of Banks, the DTC Association and the Hong Kong S.A.R. Licensed Money Lenders Association.

When you apply for a mortgage, loan or other credit product or service, the bank will seek a credit reference report about you from a consumer credit reference agency ("CRA"). CRAs collect information about your past and present borrowing from various creditors who have made loans to you, and then provide this information to potential new lenders to help them assess your creditworthiness. At present, there is only one CRA in Hong Kong. The MCRA Model enables lenders to share and use consumer credit data through more than one CRA.

Selected CRAs will not be allowed to transfer credit data outside Hong Kong without customer's consent under the requirements of the MCRA Model.

The MCRA Model will be launched by the end of 2022.

Phase III of the Open API Framework

Under the Hong Kong Monetary Authority's Open API Framework, banks collaborate in the exchange of information with fintechs and other third party service providers ("TSPs") using technology called application programming interfaces ("API").

The Open API Framework has been introduced in phases. In January 2019, Phase I was launched. Phase I API allow banks to share public information about their products with TSPs.

Phase II of the Open API Framework was launched in October 2019. Phase II API allow banks to receive applications for bank products and services from customers through the customer's interaction with a TSP.

Phase III of the Open API Framework was launched in March 2022 for corporate and SME customers and will be launched from June 2022 for retail customers. Phase III API allow banks to share customer account information with a TSP after obtaining your consent, for the purpose of enabling the TSP to provide services to you that you have subscribed. The customer account information that you have consented to share with TSPs, which may include your account balance and transaction information, is your personal data.

Summary of Changes in the Updated PICS

We have set out an overview of key changes in the Updated PICS below:

1. Updated PICS - changes in respect of MCRA Model

The Updated PICS include changes concerning the collection and disclosure of consumer credit data under the MCRA Model:

(a) Paragraph (c) - Collection of Personal Data from CRAs

Paragraph (c) of the Updated PICS refers to our receipt of personal data from CRAs as part of their consumer credit reporting services.

(b) Paragraph (e)(v) - Disclosure of Data to Platform Operator

We have made it clear in paragraph (e)(v) that as part of the MCRA Model, your consumer credit data may be transferred to the operator of a centralized platform forming part of MCRA.

(c) Paragraph (g), (j) to (l) and (p) - references to CRAs in plural (only applicable to the English version of the Updated PICS)

Paragraphs (g), (j) to (l) and (p) of the Updated PICS refer to CRAs in plural, reflecting that transfers of your consumer credit data will be made to multiple CRAs under the MCRA Model instead of just to one CRA.

2. Amended Template PICS – changes in respect of Phase III Open API collaborations

The Amended Template PICS also incorporates a new paragraph (i), which refers to your choice to engage TSPs to provide services to you using data obtained from us using our Phase III APIs. If instructed by you to do so, we will make a disclosure of your customer data to the TSP in accordance with the specific consent that you have given.

Please note that the wording of paragraph (i) refers to disclosures of your data to TSPs in very general terms. More specific consents and notifications will be separately obtained and made to you in order to meet the requirements of the PDPO.

Please contact us or your TSP if you have any questions about the use of your personal data as part of such services.

For more details, you are welcome to call our **Customer Service Hotline at (852) 277 95533** or **contact our branch staff**.

Yours faithfully,

China Construction Bank (Asia) Corporation Limited
July, 2022

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：2022年9月1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）；

(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資料實務守則，任何客戶有權：

(i) 查問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(i)(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(i)(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：2022年9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: September 1, 2022)

- (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:
- (i) considering and assessing the customer's application for the Bank's products and services;
- (ii) 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;
- (iv) creating and maintaining the Bank's credit scoring models;
- (v) 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;
- (vi) ensuring ongoing credit worthiness of customers;
- (vii) conducting customer surveys and/or designing financial services or related products for customers' use;
- (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
- (ix) determining amounts owed to or by customers;
- (x) enforcing the Bank's right, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
- (xi) 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:
- (1) 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);
- (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 (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
- (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 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;

- (xii) complying with any obligations requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xiv) 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;
- (xv) 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
- (xvi) 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:
- (i) 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;
- (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Banks products and services;
- (v) 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;
- (vi) 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;
- (vii) 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
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and
- (ix) (1) the Bank's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding and privileges programme providers;
- (4) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (5) charitable or non-profit making organisations; and

- (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) and/ or (d)(viii) above; and
- (7) 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 a credit reference agency:
- (i) full name;
- (ii) 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);
- (iii) Hong Kong Identity Card Number or travel document number;
- (iv) date of birth;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (ix) if any, mortgage account closed date in respect of each mortgage.
- 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:
- (i) 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;
- (ii) the following classes of services, products and subjects may be marketed:
- (1) financial, insurance, credit card, banking and related services and products;
- (2) reward, loyalty or privileges programmes and related services and products;
- (3) services and products offered by the 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
- (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (1) the Bank's group companies;
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (3) third party reward, loyalty, co-branding or privileges programme providers;

- (4) co-branding partners of the Bank 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
- (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide 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;
- (v) 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:
- (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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); 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 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 (i)(v) above) may be retained by the credit reference agency(ies) 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 (i)(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:
- (i) an increase in the credit amount or limit;
- (ii) the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit); or
- (iii) the putting in place or the implementation of a scheme of arrangement with customers.
- (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 a credit report(s) on the customer from a 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: September 2022

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：2021年7月1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。

(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) 協助其他金融機構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）；

(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，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）。

(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，而無須支付任何費用。

(i) 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) 查問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））。

(j) 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(i)(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。

(k) 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(i)(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）。

(l) 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。

(m) 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。

(n) 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：3718 2500

(o) 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。

(p) 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。

(q) 本通知的中英文文本如有任何歧異，概以英文文本為準。

更新版本日期：2021年7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: July 1, 2021)

- (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.
- (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 financial institutions 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);
 - 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 Banks products and services;
 - 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
 - (1) the Bank's group companies;
(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(3) third party reward, loyalty, co-branding and privileges programme providers;

- 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 1 April 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 a credit reference agency:
- 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.
- The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, 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 database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (h) **USE OF 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;
- (iii) 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;
- (iv) 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;
- (v) 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 without charge.

- (i) 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 an access and correction request to the relevant credit reference agency or debt collection agency; 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 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)).

- In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
 - 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 (i)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
- (l) The Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including, without limitation, credit 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.
- (m) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (n) The person to whom requests for access to data or correction of 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
CGB Centre
18 Wang Chiu Road
Kowloon Bay
Kowloon
Fax: 3718 2500
- The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
 - Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
 - In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

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