

《有关个人资料（私隐）条例之客户通告》之修订通知



中国建设银行(亚洲)
China Construction Bank (Asia)

由**2021年7月1日**（「生效日」）起，本行的《有关个人资料（私隐）条例之客户通告》将作出以下修订：

条款	新增 / 修订（中间划掉显示删除内容，下面划线显示新增内容）
条款(c)	就持续正常银行及客户关系，例如，当客户开出支票或存款， <u>或以其他方式进行作为本行所提供服务一部分的交易时</u> ，银行亦会收集客户的资料。 <u>本行亦会向第三方（包括客户因本行产品及服务的推广以及申请本行产品及服务而接触的第三方服务供应商）收集与客户有关的资料。</u>
条款(d)(i)	处理银行及/或其他金融服务及授信的申请； <u>考虑及评估客户有关本行产品及服务的申请；</u>
条款(d)(xi)(1)	不论于香港特别行政区境内或境外及不论目前或将来存在的对其具法律约束力或适用的任何法律（ <u>例如税务条例及包括自动交换财务账户资料在内的条文</u> ）（ <u>例如，《税务条例》及其条文，包括关于自动交换财务账户资料之条文</u> ）；
条款(d)(xi)(2)	不论于香港特别行政区境内或境外及不论目前或将来存在的任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的任何指引或指导（ <u>例如由税务局提供或发出，包括自动交换财务账户资料在内的指引或指南</u> ）（ <u>例如，税务局作出或发出的指引或指南，包括关于自动交换财务账户资料的指引或指南</u> ）；
条款(e)(iv)	<u>客户因申请本行产品及服务而选择接触的第三方服务供应商；</u>

谨请注意，如 阁下在生效日或之后继续使用本行服务，上述修订将对 阁下具有约束力。如 阁下不接受上述修订，阁下有权于生效日前根据适用于相关服务之条款及细则终止有关服务。

根据法例和监管要求及让 阁下更了解本行使用从客户收集得来的个人资料之相关政策，请参阅以下本行于**2021年7月1日**起生效之《有关个人资料（私隐）条例之客户通告》。有关本行现行适用之《有关个人资料（私隐）条例之客户通告》，请参阅<https://www.asia.ccb.com/hongkong/doc/global/PDPO.pdf>

如有任何查询，请致电本行客户服务热线（852）277 95533 或联络分行职员。

中国建设银行（亚洲）股份有限公司 谨启
2021年4月

Notice of Amendments in relation to “Notice to Customers relating to the Personal Data (Privacy) Ordinance”



With effect from **July 1, 2021** (the “Effective Date”), the following amendments will be made to the Bank’s “Notice to Customers relating to the Personal Data (Privacy) Ordinance”:

Clause No.	Amendments (deletions are crossed out and additions are underlined)
Clause (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; <u>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.</u>
Clause (d)(i)	processing of applications for banking and/or other financial services and facilities; <u>considering and assessing the customer's application for the Bank's products and services;</u>
Clause (e)(iv)	<u>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;</u>

Please note that the above amendments shall be binding on you if you continue to use the Bank’s services on or after the Effective Date. If you decline to accept the above amendments, you have the right to terminate the related service(s) before the Effective Date in accordance with the applicable terms and conditions of the related service(s).

In accordance with the legal and regulatory requirements and to allow you to have a comprehensive understanding on our Bank’s policy with regard to the use of personal data collected from customers, please find below the “Notice to Customers relating to the Personal Data (Privacy) Ordinance”, effective July 1, 2021, for your information. For details of our prevailing “Notice to Customers relating to the Personal Data (Privacy) Ordinance”, please visit <https://www.asia.ccb.com/hongkong/doc/global/PDPO.pdf>

If you have any queries, please call our Customer Service Hotline at (852) 277 95533 or contact our staff at our branches.

Yours faithfully,

China Construction Bank (Asia) Corporation Limited
April, 2021

**中国建设银行（亚洲）股份有限公司（下称“银行”）
有关个人资料（私隐）条例（下称“条例”）之
客户通告（下称“通告”）**

（生效日期：2021年7月1日）

- (a) 就开立或延续账户、设立或延续银行信贷或银行所提供的服务，客户需要不时向银行提供有关的资料。
- (b) 若未能向银行提供该等资料，可能会导致银行无法开立或延续账户或设立或延续银行信贷或提供银行服务。
- (c) 就持续正常银行及客户关系，例如，当客户开出支票或存款，或以其他方式进行作为本行所提供服务一部分的交易时，银行亦会收集客户的资料。本行亦会向第三方（包括客户因本行产品及服务的推广以及申请本行产品及服务而接触的第三方服务供应商）收集与客户有关的资料。
- (d) 客户的资料可被用作下列用途（不论在香港特别行政区（下称“香港”）境内或境外予以使用）：
- (i) 考虑及评估客户有关本行产品及服务的申请；
 - (ii) 为客户提供服务和信贷融通所涉及的日常运作；
 - (iii) 于客户申请信贷时及于每年（通常一次或多于一次）的定期或特别信贷覆核时，进行信用检查；
 - (iv) 设立及维持银行的信贷评分模式；
 - (v) 协助其他金融机构进行信用检查及追讨欠债；
 - (vi) 确保客户持续维持可靠信用；
 - (vii) 进行客户意见调查及/或设计供客户使用的金融服务或有关产品；
 - (viii) 推广服务、产品及其他标的（详情请参阅以下(h)段）；
 - (ix) 确定银行对客户或客户对银行的欠债金额；
 - (x) 执行银行的权利，包括但不限于向客户及为客户债务提供抵押的人士追讨欠款；
 - (xi) 履行根据下列适用于银行或其任何分行或银行或其任何分行被期望遵守的就披露及使用资料的义务、规定或安排：
 - (1) 不论于香港特别行政区境内或境外及不论目前或将来存在的对其具法律约束力或适用的任何法律（例如，《税务条例》及其条文，包括关于自动交换财务账户资料之条文）；
 - (2) 不论于香港特别行政区境内或境外及不论目前或将来存在的任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的任何指引或指导（例如，税务局作出或发出的指引或指南，包括关于自动交换财务账户资料的指引或指南）；
 - (3) 银行或其任何分行因其位于或跟相关本地或外地的法律、监管、政府、税务、执法或其他机关，或自律监管或行业组织或协会的司法管辖区有关的金融、商业、业务或其他利益或活动，而向该等本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会承担或被彼等施加的任何目前或将来的合约或其他承诺；
- (xii) 遵守银行集团为符合制裁或预防或侦测清洗黑钱、恐怖分子融资活动或其他非法活动的任何方案就于银行集团内共用资料及资讯及/或资料及资讯的任何其他使用而指定的任何义务、要求、政策、程序、措施或安排；
- (xiii) 让银行的实际或建议承让人，或就银行对客户享有的权利的参与人或附属参与人评核其拟承让、参与或附属参与的交易；及
- (xiv) 更新、对照及/或核实可能由银行的任何关联公司、集团公司或代理人持有的有关客户的任何及所有个人资料；
- (xv) 与金融机构、信用卡收单行、接受信用卡的商户及获银行提供联营卡/私人标记信用卡/扣账卡/记账卡服务的机构交换资料；
- (xvi) 与上述有关的用途。
- (e) 银行持有的客户资料将予以保密，但银行可就以上(d)段列明的用途把该等资料提供予下列各方（不论其是否在香港境内或境外）：
- (i) 就本行业务运作向银行提供行政、电讯、电脑、付款或证券结算或其他有关服务的任何代理人、承办商或第三方服务供应商；
 - (ii) 任何对银行负有保密责任的其他人士，包括承诺保密该等资料的银行集团成员公司；
 - (iii) 付款银行向出票人提供已付款支票的副本（而其中可能载有收款人的资料）；
 - (iv) 客户因申请本行产品及服务而选择接触的第三方服务供应商；
 - (v) 信贷资料服务机构，以及在客户欠账时，则可将该等资料提供给追讨欠款公司；
 - (vi) 银行或其任何分行根据对银行或其任何分行具法律约束力或适用的任何法律规定，或根据及为符合任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的并期望银行或其任何分行遵守的任何指引或指导，或根据银行或其任何分行向本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会的任何合约或其他承诺（以上不论于香港特别行政区境内或境外及不论目前或将来存在的），而有义务或以其他方式被要求向其披露该等资料的任何人士；
 - (vii) 银行的任何实际或建议承让人或就银行对客户享有的权利的参与人或附属参与人或受让人；
 - (viii) 为对客户的义务作出保证或担保而作出或拟作出保证或第三方担保的任何方；及
 - (ix)
 - (1) 银行集团成员公司；
 - (2) 第三方金融机构、承保人、信用卡公司、证券及投资服务供应商；
 - (3) 第三方奖赏、客户或会员、合作品牌及优惠计划供应商；
 - (4) 银行及银行集团成员公司之合作品牌夥伴（该等合作品牌夥伴名称会于有关服务及产品的申请表格上列明）；
 - (5) 慈善或非牟利机构；

(6) 就以上(d)(vii)及/或(d)(viii)段列明的用途而被银行任用之第三方服务供应商 (包括但不限于寄件中心、电讯公司、电话促销及直销代理人、电话中心、资料处理公司及资讯科技公司)；及

(7) 任何接受信用卡的商户的收单财务机构。

该等资料可能被转移至香港境外处理或保存，包括但不限于中华人民共和国。

(f) 银行采取所有合理可行的措施保护所有个人资料，例如：个人资料只准许获授权之员工查阅，以及在资料存置设备实施保安措施。在传送敏感性的个人资料时，银行采用加密法技术以保障资料安全。如银行聘用资料处理者以代本行处理个人资料（不论是在香港或香港以外地方），银行将透过合约规范或其他方法，防止转移予该资料处理者的个人资料未获授权或意外地被查阅、处理、删除、遗失或使用。

(g) 就客户（不论以借款人、按揭人或担保人身份，以及不论以客户本人单名或与其他人士联名方式）于2011年4月1日当日或以后申请的按揭有关的资料，银行可能会把下列客户资料（包括不时更新任何下列资料的资料）以银行及/或代理人的名义提供予信贷资料服务机构：

(i) 全名；

(ii) 就每宗按揭的身份（即作为借款人、按揭人或担保人，及以客户本人单名或与其他人士联名方式）；

(iii) 香港身份证号码或旅游证件号码；

(iv) 出生日期；

(v) 通讯地址；

(vi) 就每宗按揭的按揭账户号码；

(vii) 就每宗按揭的信贷种类；

(viii) 就每宗按揭的按揭账户状况（如有效、已结束、已撇账（因破产令导致除外）、因破产令导致已撇账）；及

(ix) 就每宗按揭的按揭账户结束日期（如适用）。

信贷资料服务机构将使用上述由银行提供的资料统计客户（分别以借款人、按揭人或担保人身份，及以客户本人单名或与其他人士联名方式）不时于香港信贷提供者间持有的按揭宗数，并存于信贷资料服务机构的个人信贷资料库内供信贷提供者共用（须根据条例核准及发出的个人信贷资料实务守则的规定所限）。

(h) 在直接促销中使用资料

银行拟把客户资料用于直接促销，而银行为该用途须获得客户同意（包括表示不反对）。就此，请注意：

(i) 银行可能把银行不时持有的客户姓名、联络资料、产品及服务组合资料、交易模式及行为、财务背景及人口统计数据用于直接促销；

(ii) 可用作促销下列类别的服务、产品及促销标的：

(1) 财务、保险、信用卡、银行及相关服务及产品；

(2) 奖赏、客户或会员或优惠计划及相关服务及产品；

(3) 银行合作品牌夥伴提供之服务及产品（该等合作品牌夥伴名称会于有关服务及产品的申请表格上列明）；及

(4) 为慈善及/或非牟利用途的捐款及捐赠；

(iii) 上述服务、产品及促销标的可能由银行及/或下列各方提供或（就捐款及捐赠而言）徵求：

(1) 银行集团成员公司；

(2) 第三方金融机构、承保人、信用卡公司、证券及投资服务供应商；

(3) 第三方奖赏、客户或会员、合作品牌或优惠计划供应商；

(4) 银行及银行集团成员公司之合作品牌夥伴（该等合作品牌夥伴名称会于有关服务及产品的申请表格上列明）；及

(5) 慈善或非牟利机构；

(iv) 除由银行促销上述服务、产品及促销标的以外，银行亦拟将以上(h)(i)段所述的资料提供予以上(h)(iii)段所述的全部或任何人士，以供该等人士在促销该等服务、产品及促销标的使用，而银行为此用途须获得客户书面同意（包括表示不反对）；

(v) 银行可能因如以上(h)(iv)段所述将资料提供予其他人士而获得金钱或其他财产的回报。如银行会因提供资料予其他人士而获得任何金钱或其他财产的回报，银行会于以上(h)(iv)段所述徵求客户同意或不反对时如是通知客户。

如客户不希望银行如上述使用其资料或将其资料提供予其他人士作直接促销用途，客户可通知银行行使其选择权拒绝促销，而无须支付任何费用。

(i) 根据条例的条款及个人信贷资料实务守则，任何客户有权：

(i) 查问银行有否持有其资料及查阅该等资料；

(ii) 要求银行改正任何有关其不准确的资料；

(iii) 查明银行对于资料的政策及实务及获告知银行持有的个人资料的种类；

(iv) 要求获告知那些资料会被例行披露予信贷资料服务机构或追讨欠款公司，并获提供进一步资料，藉以向有关信贷资料服务机构或追讨欠款公司提出查阅和改正资料的要求；及

(v) 就银行向信贷资料服务机构提供的任何账户资料（为免生疑问，包括任何账户还款资料），于全数清还欠账后结束账户时，指示银行要求信贷资料服务机构自其资料库中删除该等账户资料，但指示必须于账户结束后五年内提出及于紧接终止信贷前五年内没有任何拖欠为期超过60日的欠款。账户还款资料包括上次到期的还款额，上次报告期间（即紧接银行上次向信贷资料服务机构提供账户资料前不多于31日的期间）所作还款额，剩馀可用信贷额或未偿还数额及欠款资料（即过期欠款额及逾期还款日数，清还过期欠款的日期，及全数清还拖欠为期超过60日的欠款的日期（如有））。

(j) 如账户出现任何拖欠还款情况，除非拖欠金额在由拖欠日期起计60日届满前全数清还或已撇账（因破产令导致撇账除外），否则账户还款资料（定义见以上(i)(v)段）会在全数清还该拖欠还款后被信贷资料服务机构继续保留多五年。

- (k) 如客户因被颁布破产令而导致任何账户金额被撇账，不论账户还款资料有否显示任何拖欠为期超过60日的还款，该账户还款资料（定义见以上(i)(v)段）会在全数清还该拖欠还款后被信贷资料服务机构继续保留多五年，或由客户提出证据通知信贷资料服务机构其已获解除破产令后保留多五年（以较早出现的情况为准）。
- (l) 银行可查阅任何信贷资料机构的数据库，以便不时进行信贷覆核。特别是，银行可查阅任何信贷资料机构持有的有关客户的客户信贷资料及/或从该信贷资料机构取得有关客户的信贷报告，以便覆核其现有客户信贷安排资料（包括但不限于信用卡账户及/或信贷额度）。银行进行此项覆核时，可能会考虑以下任何事宜：
- (i) 增加信贷金额或额度；
 - (ii) 削减信贷（包括取消信贷或终止账户或减少信贷金额或额度），或
 - (iii) 为客户制定或实施还款方案。
- (m) 根据条例的条款，银行有权就处理任何查阅资料的要求收取合理费用。
- (n) 任何关于查阅或改正资料，或索取关于资料政策及实务或所持有的资料种类的要求，应向下列人士提出：-
- 中国建设银行（亚洲）股份有限公司
资料保障主任
九龙九龙湾宏照道18号
中国建设银行中心
传真：3718 2500
- (o) 银行或向信贷资料服务机构查阅有关客户的信贷报告用以考虑客户之任何信贷申请。若客户有意索取有关信贷报告，银行会提供有关信贷资料服务机构的联络详情。
- (p) 本通知不会限制客户在个人资料（私隐）条例下所享有的权利。
- (q) 本通知的中英文文本如有任何歧异，概以英文文本为准。

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:
 - (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;
 - (iii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) assisting other financial institutions 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 Bank's products and services;
 - (v) 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 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:

- (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.

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:

- (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 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:

- (i) to check whether the Bank holds data about him and of access to such data;
- (ii) to require the Bank to correct any data relating to him which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- (j) 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.
- (k) 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:
 - (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.
- (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
CCB Centre
18 Wang Chiu Road
Kowloon Bay
Kowloon
Fax: 3718 2500
- (o) 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.
- (p) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (q) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

Updated Version: July 2021