

大華銀行有限公司香港分行（“銀行”）
關於《個人資料（私隱）條例》（“私隱條例”）的客戶通知

- (a) 客戶在開立或延續賬戶，及在取得或延續銀行信貸或銀行服務時，需要不時向銀行提供地址、出生日期、身份證明文件副本等資料。
- (b) 倘客戶未能提供該等資料，將可能導致銀行無法為客戶開立或延續賬戶、給予或延續銀行信貸或提供銀行服務。
- (c) 客戶與銀行在延續正常業務運作中，例如在開出支票或存款時，銀行亦會收集客戶資料。
- (d) 客戶的資料可能會被用作下列用途：
- (i) 為客戶提供服務及信貸便利之日常運作；
 - (ii) 在客戶申請信貸，以及在一般情況下每年進行一次或數次的定期或特別信貸覆核時，進行信用檢查；
 - (iii) 設立及維持銀行的信用評分模式；
 - (iv) 協助其他財務機構進行信用檢查及追討欠債；
 - (v) 確定客戶的持續信用可靠性；
 - (vi) 設計供客戶使用的財務服務或相關產品；
 - (vii) 推廣銀行及/或特選公司的服務或產品；
 - (viii) 確定銀行對客戶或客戶對銀行之負債款項；
 - (ix) 強制客戶履行責任，包括向客戶及為客戶債務提供抵押之人士追討欠款；
 - (x) 根據對銀行、銀行各分行、或任何不論在香港、新加坡及其他地區之銀行集團成員公司（見下文定義）具約束力的法例規定，以及因監管或其他管理機構所要求銀行、銀行各分行、銀行集團成員公司遵守之指引而作出披露（就銀行集團成員公司而言，可作此用途的資料僅限於該銀行集團成員公司經已持有的資料，而包括其他資料）；
- (e) 對客戶狀況查詢提供參考資料；
- (f) 維持客戶的信貸歷史檔案（不論有關客戶及銀行於相關時候是否存在業務關係），以供目前及未來參考之用；
- (g) 使銀行的實際或建議承讓人，或銀行的客戶權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與人之交易；及
- (h) 與上述各項有關或附帶之用途。
- 銀行可對上述各項用途作出（根據《私隱條例》所定義的）「核對程序」。
- (i) 銀行所持有的客戶資料將會加以加密，但銀行、銀行各分行或銀行集團成員公司可為上文(d)節所列出之用途，向下列各方提供有關資料，縱使資料接收者之業務地方在香港以外地區，包括新加坡：
- (i) 任何向銀行提供行電、電腦、付款、證券結算、數據處理、債務追收、推廣服務和其他服務的銀行集團成員公司、代理商、承包商或第三方服務供應商；
 - (ii) 任何其他對銀行負有保密責任之人士，包括已承諾為該等資料保密的銀行集團成員公司；
 - (iii) 向支票開票人提供已付款支票副本（當中可能載有支票收款人的資料）的付款銀行；
 - (iv) 任何答賬卡或信用卡發行公司及財務機構；
 - (v) 信貸資料機構，以及在客戶拖欠債務時，提供該等資料給收數公司；
 - (vi) 根據對銀行、銀行各分行、銀行集團成員公司具約束力的法例規定，以及因監管或其他管理機構所要求銀行、銀行各分行、銀行集團成員公司遵守之指引規定對其作出披露資料之人士，包括香港、新加坡、中華人民共和國和其他地方的法定、政府或監管機構；
 - (vii) 銀行的任何實際或建議承讓人，或銀行的客戶權利參與人或附屬參與人或受讓人；
 - (viii) 獲客戶明示同意或默示同意之人士；
 - (ix) 為保障公眾利益，有需要向其披露資料之人士；
 - (x) 為保障銀行利益，有需要向其披露資料之人士；
 - (xi) 銀行的核數師、法律顧問，具有有關管轄權的政府或政府部門（包括香港、新加坡及中華人民共和國政府）、半政府機構、法院、裁判所（包括海外國家者）；
 - (xii) 就客戶的債務提供抵押的擔保人、保證人或其他人士，以及擬提供該等擔保、保證或抵押的任何人士；
 - (xiii) 與銀行已建立或擬建立業務關係的任何人士；
 - (xiv) 特選公司，以為通知客戶有關銀行認為適合客戶的服務資料。
- (j) 銀行可根據《私隱條例》向信貸資料機構查詢及取得客戶資料，包括任何賬戶或個人資料。在不抵觸上述規定的情況下，銀行可為下列有關銀行向客戶所提供之現有信貸的事項，不時查閱該等資料：
- (i) 增加信貸額；
 - (ii) 縮減信貸額（包括取消信貸或降低信貸額）；
 - (iii) 與客戶制定或推行債務安排計劃。
- (k) 根據《私隱條例》中的條款以及按該條例條及准頒佈的《個人信貸資料實務守則》，任何個人均有權：
- (i) 查核銀行是否持有其資料，以及查閱該等資料；
 - (ii) 要求銀行改正有關其不準確的資料；
 - (iii) 查明銀行對資料的政策及慣例，以及獲告知銀行所持有的個人資料的種類；
 - (iv) 要求獲告知銀行對信貸資料機構及收數公司慣常地作出披露的資料類別；以及獲提供進一步資料，藉以向有關信貸資料機構或收數公司提出查閱和改正資料要求；
 - (v) 於欠款全數清還並終止賬戶時，指示銀行要求有關信貸資料機構從其信貸資料庫內刪除與該已結束之賬戶有關的任何資料。惟該指示須於結束賬戶後五年內發出，以及於緊接在該賬戶結束之前五年內，無連續拖欠超過六十天的記錄。倘該賬戶有曾連續拖欠超過六十天的記錄，有關信貸資料機構可以保留有關記錄，直至欠款全數清還之日起的五年止，或銀行接獲解除破產令後的五年止，以較先出現的情況計算。
- (l) 根據《私隱條例》的條款，銀行有權就處理查閱資料之要求收取合理費用。
- (m) 在本通知中，「銀行集團成員公司」指銀行設於新加坡之總行、銀行的任何附屬或有關公司、銀行總行之控股公司，以及該控股公司的附屬或有關公司。
- (n) 任何關於查閱或更正資料，或索取關於資料政策及慣例或銀行所持有的資料種類等要求，應向下列人士提出：資料保護主任
大華銀行有限公司
香港分行
香港中環皇后大道中 15 號置地廣場告羅士打大廈 25 樓
圖文傳真：(852) 2810 5506
電話：(852) 2910 8888
- (o) 銀行在考慮客戶之信貸申請時，可能已向信貸資料機構取得有關客戶之信貸報告。如客戶欲查閱其信貸報告，銀行將會告知信貸資料機構的詳細聯絡方法。
- (p) 銀行或上文(e)段所列各方可按其認為適當的方式，於香港以外另一司法管轄區處理、儲存、轉移或披露客戶之資料。該等資料亦可根據該等司法管轄區之法律、規例及規則被發放或披露。
- (q) 本通知不會限制客戶在《個人資料（私隱）條例》下所享有之權利。
- (r) 本通知之條文構成賬戶條款與細則及/或客戶與銀行訂立的協議或安排的一部份。如有任何歧異，概以本通知的條文為準。

二零零七年九月一日生效

注意：本條款及細則之中文版本如有歧異，概以英文版本為準。

United Overseas Bank Limited Hong Kong Branch (the “Bank”)
Notice to Customers relating to
the Personal Data (Privacy) Ordinance (the “Ordinance”)

- (a) From time to time, it is necessary for customers to supply the Bank with data, such as address of the customer, date of birth, and copies of identification documents 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.
- (d) The purposes for which data relating to a customer may be used are as follows: -
- (i) The daily operation of the services and credit facilities provided to customers;
 - (ii) 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.
 - (iii) Creating and maintaining the Bank's credit scoring models;
 - (iv) Assisting other financial institutions to conduct credit checks and collect debts;
 - (v) Ensuring ongoing credit worthiness of customers;
 - (vi) Designing financial services or related products for customers' use;
 - (vii) Marketing services or products of the Bank and/or selected companies;
 - (viii) Determining the amount of indebtedness owed to by our customers;
 - (ix) The enforcement of the customers' obligations, including the collection of amounts outstanding from customers and other providing security for customers' obligations;
 - (x) Meeting the requirements to make disclosure under the requirements of any law binding on the Bank, any of its branches or any Bank Group Company (as defined below), whether in Hong Kong, Singapore or elsewhere or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank, any of its branches or Bank Group Company are expected to comply (but in the case of a Bank Group Company, the data that may be used for this purpose shall be limited to those already held by such Bank Group Company and not otherwise).
 - (xi) Providing references for status enquiries.
 - (xii) Maintaining a credit history of customers (whether or not there exists a business relationship between the relevant customer and the Bank at the relevant time) for present and future reference.
 - (xiii) Enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's right in respect of the customer to evaluate the transaction intended to be subject of assignment, participation or sub-participation; and
 - (xiv) Purposes relating or incidental thereto.
- The Bank may carry out "matching procedures" (as defined in the Ordinance) in respect of all or any of such purposes.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank, any of its branches or a Bank Group Company may provide such information to the following parties notwithstanding that the recipient's place of business is outside Hong Kong including Singapore, for the purposes set out in paragraph (d):
- (i) Any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, data processing, debt collection, marketing or other services to the Bank in connection with its business;
 - (ii) Any other person under a duty of confidentiality to the Bank including a Bank Group Company which has undertaken to keep such information confidential;
 - (iii) The drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) Any charge or credit card issuing companies and financial institutions;
 - (v) Credit reference agencies, and, in the event of default, debt collection agencies;
 - (vi) Any person to whom the Bank or a Bank Group Company is under an obligation to make disclosure under the requirements of any law binding on the Bank, any of its branches or Bank Group Company, including any legal, governmental or regulatory authorities, whether in Hong Kong, Singapore, the PRC or elsewhere or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches or Bank Group Company are expected to comply;
 - (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;
 - (viii) Any person with the express or implied consent of the customer;
 - (ix) Any person where the public interest requires disclosure;
 - (x) Any person where the interests of the Bank require disclosure;
 - (xi) Auditors or legal advisors of the Bank, governments (including the governments of Hong Kong, Singapore and the PRC) and departments thereof, and quasi governmental authorities, courts and tribunals (including those of overseas countries) of competent jurisdiction;
 - (xii) Any surety, guarantor or any other person providing security or any person proposing to give surety, guarantee or security for the customer's liabilities;
 - (xiii) Any person who has established or proposes to establish any business relationship with the Bank; and
 - (xiv) Selected companies for the purpose of informing customers of services which the Bank believes will be of interest to customers.
- (f) The Bank may access and obtain from credit reference agencies such information of the customer, including any account and personal information, held by a credit reference agency in accordance with the Ordinance. Without prejudice to the foregoing, the Bank may from time to time access such information for reviewing any of the following matters in relation to the existing credit facilities granted to the customer: -
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
 - (iii) the putting in place of or the implementation of a scheme of arrangement with the customer.
- (g) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual 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 data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days, the data 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 or five years from the date of discharge from a bankruptcy as notified to Bank, whichever is earlier.
- (h) 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.
- (i) In this Notice, the word "Bank Group Company" means the Head Office of the Bank in Singapore, any subsidiary or related company of the Bank, the holding company of the Bank's Head Office and any subsidiary or related company of such holding company.
- (j) 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 as follows: -
Data Protection Officer
United Overseas Bank Limited
Hong Kong Branch
25/F, Gloucester Tower
The Landmark
15 Queen's Road, Central
Hong Kong
Facsimile: (852) 2810 5506
Telephone: (852) 2910 8888
- (k) 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.
- (l) Data of customers may be processed, stored and transferred or disclosed in and to another jurisdiction outside Hong Kong as the Bank or any parties set out in paragraph (e) considers appropriate. Such data may also be released or disclosed in accordance with the laws, rules, and regulations in such jurisdiction.
- (m) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (n) The provisions of this Notice form part of the account terms and conditions and/or agreement or arrangements which a customer enters into with the Bank and if any inconsistency is found, the provisions of this Notice shall prevail.

Effective 1st September 2007

Note: In case of discrepancies between the English and Chinese versions, the English version shall prevail.