



**Notice to Customers and Others relating to the
Personal Data (Privacy) Ordinance and Public Bank
(Hong Kong) Limited's Data Policy etc.**

This Notice provides information regarding the policy and practice of Public Bank (Hong Kong) Limited (the "Bank") in relation to personal and other data concerning Data Subjects.

- (a) From time to time, it is necessary for Data Subjects 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 Data Subjects in the ordinary course of the continuation of the banking relationship (for example, when customers write cheques or deposit money or apply for credit facilities) and where relevant from other parties in the ordinary course of or for the purpose of the Bank's business (e.g. from credit reference agency for the purpose of credit assessment when considering credit application, from the Bank's corporate customer in which the Data Subject is a shareholder director or other officer when the corporate customer opens an account with the Bank).
- (d) The purposes for which data relating to a Data Subject may be used are as follows:-
- (i) provision of financial banking and other related services (including but without limitation to deposit, financing, investment management, dealing, advisory, financial planning and custody services) and operation of the services and credit facilities provided to customers;
 - (ii) conducting credit and other status checks, whether at the time of application for credit or regular or special reviews (which normally will take place one or more times each year) or otherwise;
 - (iii) processing applications for banking and/or other financial services and facilities;
 - (iv) creating and maintaining the Bank's credit scoring and risk related models;
 - (v) provision of reference (status enquires);
 - (vi) maintaining credit history of Data Subjects;
 - (vii) assisting other financial institutions to conduct credit checks, collect and recover debts and enforce judgments;
 - (viii) ensuring ongoing credit worthiness of Data Subjects;
 - (ix) designing and improving financial services or related products for Data Subjects' use;
 - (x) marketing the following services and products (in respect of which the Bank may or may not be remunerated):
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products; and
 - (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 these services or products may be provided and/or marketed by:
 - a) the Bank and the Bank Group Company;
 - b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - c) third party reward, loyalty or privileges programme providers; and
 - d) co-branding partners of the Bank and Bank Group Company;
 - (xi) internal monitoring and control, including but without limitation to determining amounts owed to or by Data Subjects;
 - (xii) enforcement of Data Subjects' obligations, including but without limitation to collection of amounts outstanding from Data Subjects and those providing security or otherwise acting as surety for the obligations of customers and other parties having liability to the Bank;
 - (xiii) meeting the requirements to make disclosure under the requirements of any law, rule, regulation and court orders binding on the Bank or any Bank Group Company or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any Bank Group Company is expected to comply;
- (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Data Subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xv) conducting matching procedures (including related comparisons), whether for credit checking, data verification or otherwise and whether or not for and/or would result in adverse actions against the Data Subjects;
- (xvi) responding to requests for information made for the purpose of complying with legal and/or regulatory requirements or by the court, the police, the law enforcement, supervisory or regulatory authority;
- (xvii) research and statistical analysis (including behavioral analysis);
- (xviii) all other incidental and associated purposes relating to any of the foregoing purposes.
- (e) Data (except data already in the public domain) held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties for any of the purposes set out in paragraph (d), irrespective of whether the place of business of the recipient is within or outside Hong Kong, whether or not the data would be transferred outside Hong Kong and whether the data will following such disclosure be collected held processed or used by such recipient in whole or in part outside Hong Kong :-
- (i) any agent, any contractor, third party service provider, adviser or consultant who provides administrative, telecommunications, computer, data processing and analysis, payment, securities clearing, debt collection, valuation, research, legal, financial, accounting, audit or other services to the Bank or any Bank Group Company in connection with the operation of their respective business;
 - (ii) any Bank Group Company and any other person who has expressly or impliedly undertaken to keep such information confidential or otherwise is under a duty of confidentiality to the Bank;
 - (iii) any financial or other institution, credit charge or other card company with which the Data Subject has or proposes to have dealings;
 - (iv) any party jointly with whom the Bank launches organizes or offers any product, function or service and any other party having business arrangements with the Bank in connection with the services products and functions offered or organized by or through the Bank;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vii) any person to whom the Bank or any Bank Group Company is under an obligation to make disclosure under the requirements of any law, rule, regulation and court order binding on the Bank or any Bank Group Company or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any Bank Group Company is expected to comply;
 - (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (ix) any party making any request mentioned in paragraph (d)(xvi) above;
 - (x) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Data Subject;
 - (xi) (1) Bank Group Company;
(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(3) third party reward, loyalty and privileges programme providers;
(4) co-branding partners of the Bank and Bank Group Company (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) 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)(x).
Such information may be transferred to a place outside Hong Kong; and
 - (xii) legal and other professional advisers of any party mentioned in paragraphs (e)(i) to (e)(xi) above.
- (f) Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (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/her and of access to such data;
- (ii) to require the Bank to correct any data relating to him/her which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Bank;
- (iv) with respect to Consumer Credit,
 - (1) to be informed on request which items of data are routinely disclosed to credit reference agencies or in the event of default to debt collection agencies, and be provided with further information to enable the making of a data access and/or correction request to the relevant credit reference agency or debt collection agency; and
 - (2) 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 5 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.

It should be noted that in relation to Consumer Credit,

- (1) in the event that the account has had a default of payment lasting in excess of 60 days (otherwise due to a bankruptcy order) the account data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default;
 - (2) in the event that any amount has been written off due to bankruptcy order, the account data may be retained by the credit reference agency until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from bankruptcy as notified to the credit reference agency by Data Subject with evidence.
- (g) The Bank may charge a reasonable fee for the processing of any data access request (whether or not by virtue of exercise of its right under the Ordinance).
- (h) In relation to the rights of individuals as mentioned in paragraphs (f)(i) to (f)(iii) above, the person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of personal data held are to be addressed is as follow:
 The Data Protection Officer
 Public Bank (Hong Kong) Limited
 120 Des Voeux Road Central
 Hong Kong
 Tel.: (852) 2541 9222
 Fax: (852) 2541 0009
- (i) The Bank may have obtained a credit report on the Data Subject from a credit reference agency in considering any application for credit. In the event that the Data Subject informs the Bank that it wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
 - (j) Nothing in this Notice shall limit the rights of Data Subjects under the Ordinance.
 - (k) Data Subject may, at any time, choose not to receive the Bank's promotional material. Data Subject should notify the Bank of such choice.

In this Notice, unless the context does not permit or otherwise requires,

"Bank Group Company" means any company which is a member of the group of companies to which the Bank belongs;

"Consumer Credit" has the meaning ascribed thereto under the Code of Practice on Consumer Credit Data (i.e. any loan, overdraft facility or other kind of credit provided by the Bank to and for the use of an individual, or to and for the use of another person for whom an individual acts as guarantor);

"Data Subjects" means customers of the Bank and other parties whose data have been supplied to (whether by themselves or otherwise) or otherwise held or obtained by the Bank, including but without limitation to applicants for banking services and facilities, sureties, suppliers, contractors and service providers of the Bank (whether the prospective or the actual ones), officers, representatives, managers, partners of any company, partnership, association or organization having banking or other relationship with the Bank;

the **"Bank"** means Public Bank (Hong Kong) Limited (including all its branches and offices, whether within or outside Hong Kong) and its successors and assigns.

Notes

1. **By using or continuing to use any of the Bank's services and products (including but without limitation to opening and maintaining any account with the Bank), providing information about the Data Subject himself/herself/itself, acting as surety for the liability of any other party to the Bank, providing service to, entering into commercial or other contractual arrangements with the Bank, a Data Subject is deemed to have accepted and agreed to the arrangements set out and to be bound by the provisions herein unless there is evidence to prove that the Data Subject has not received this Notice beforehand and has not become bound by any terms and conditions which make reference to this Notice or incorporate this Notice by reference.**
2. This Notice may from time to time be revised and updated by the Bank and prior notice of the amendments will be given.
3. Whether or not a copy of the latest version of this Notice has been provided by the Bank to a Data Subject or a prospective Data Subject, the Data Subject and the prospective Data Subject are welcome to obtain the latest version thereof from any branch of the Bank in Hong Kong or by calling the Bank's Customer Service Hotline 8107-0818 or by downloading from the Bank's website: www.publicbank.com.hk.
4. In the event of any conflict or inconsistency between the Chinese and English versions of this Notice, the English version shall prevail.

Supplemental Notice to Customers and Others relating to the Personal Data (Privacy) Ordinance and Public Bank (Hong Kong) Limited's Data Policy etc. - Applicable to mortgages

This Supplemental Notice applies to mortgage applications received by Public Bank (Hong Kong) Limited ("the Bank") on or after 1st April 2011. If there is any inconsistency between the terms of this Supplemental Notice and the terms of the existing Notice to Customers relating to the Personal Data (Privacy) Ordinance, the terms of this Supplemental Notice shall prevail insofar as mortgage applications and mortgages are concerned.

Of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the following data relating to the customer (including any updated data of any of the following data) will be provided by the Bank to the credit reference agency:-

- (a) full name;
- (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (c) Hong Kong Identity Card Number or travel document number;
- (d) date of birth;
- (e) address;
- (f) mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off); and
- (i) 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, as borrower, mortgagor or guarantor respectively, for sharing in the consumer credit database of the credit reference agency by credit providers.

The customer's right under and in accordance with the Code of Practice on Consumer Credit Data to instruct the Bank to request the credit reference agency to delete from its database any account data relating to any terminated credit will, from 1st April 2011, be extended to a consumer credit involving mortgage(s).

Public Bank (Hong Kong) Limited

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