

**Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)**

1. In this Notice, unless the context or subject matter may otherwise require:
  - “Bank” means China Minsheng Banking Corp., Ltd., Hong Kong Branch, a joint stock limited company incorporated in the People’s Republic of China;
  - “data subject(s)” shall have the meaning ascribed to it in paragraph 2;
  - “Group” means the Bank, China Minsheng Banking Corp., Ltd. and its branches, subsidiaries, representative offices and affiliates, wherever situated; and
  - “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
2. The term “data subject(s)” includes the following categories of individuals:-
  - (a) applicants for or customer/users of financial, insurance, credit card, securities commodities, investment, banking and related services and products and facilities and so forth provided by the Bank and their authorised signatories;
  - (b) sureties, guarantors and parties providing or proposing to provide security, guarantee or any form of support for obligations owed to the Bank;
  - (c) directors, shareholders, officers, managers and beneficial owners of any corporate applicants and data subjects/users; and
  - (d) suppliers, contractors, service providers and other contractual counterparties of the Bank.

For the avoidance of doubt, “data subjects” shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Bank from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects’ personal data.
3. From time to time, it is necessary for the 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.
4. 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.
5. It is also the case that data are collected from the data subjects in the ordinary course of the continuation of the banking relationship, for example, when the data subjects write cheques, deposit money, apply for credit or repay loans.(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”))
6. The purposes for which data relating to the data subject may be used are as follows:-
  - (a) processing applications for and maintaining the daily operation of the services and credit facilities for the data subjects or related corporates ;
  - (b) provision of bank reference;
  - (c) 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;
  - (d) creating and maintaining the Bank’s credit scoring models and risk rating systems;
  - (e) maintaining a credit track record of the data subjects (whether or not there exists any relationship between the data subjects and the Bank) for present and future reference;
  - (f) assisting other credit providers in Hong Kong approval for participation in the Multiple Credit Reference Agencies Model(hereinafter referred to as “credit providers”), credit card issuing companies and debt collection agents to conduct credit checks and collect debts;
  - (g) ensuring ongoing credit worthiness of the data subjects;
  - (h) conducting customer surveys and/or designing financial services or related products for the data subjects’ use;
  - (i) marketing services, products and other subjects (please see further details in paragraph 9 below);
  - (j) determining the amount of indebtedness owed to or by the data subjects;
  - (k) enforcement of the data subjects’ obligation, collection of amounts outstanding from the data subjects and those providing security for the data subjects’ obligations;
  - (l) 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 Hong Kong existing currently and in the future;
    - (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 Hong Kong existing currently and in the future(e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information); and
    - (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;
  - (m) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group 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;

- (n) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (o) carrying out matching procedures (as defined in the Ordinance); and
  - (p) purposes relating thereto.
7. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 6 above:-
- (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment data processing or storage, securities clearing or other services to the Bank in connection with the operation of its business;
  - (b) any other person under a duty of confidentiality to the Bank including any member of the Group which has undertaken to keep such information confidential;
  - (c) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (d) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's product and services;
  - (e) 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;
  - (f) 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 Hong Kong and may be existing currently and in the future;
  - g) 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;
  - (h) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subject's obligations; and
  - (i)
    - (1) members of the Group;
    - (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 other members of the Group (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 6(i) above.

You agree that such information may be transferred to a place outside Hong Kong.

8. With respect to data in connection with mortgages applied by the data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
- (a) full name;
  - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
  - (c) Hong Kong Identity Card Number or travel document number;
  - (d) date of birth;
  - (e) correspondence 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 (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (i) 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 data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of 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).

**9. USE OF DATA IN DIRECT MARKETING**

The Bank intends to use the data subject's data in direct marketing and the Bank requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Bank from time to time may be used by the Bank in direct marketing;
- (b) 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;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (1) any other member of the Group;
  - (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 any other member of the Group (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;
- (d) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 9(a) above to all or any of the persons described in paragraph 9(c) above for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (e) The Bank may receive money or other property in return for providing the data to the other persons in paragraph 9(d) above and, when requesting the data subject's consent or no objection as described in paragraph 9(d) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

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

**10. 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 and/or as consented to by the customer in accordance with the Ordinance.

11. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right:-
- (a) to check whether the Bank holds data about him and of access to such data;
  - (b) to require the Bank to correct any data relating to him which is inaccurate;
  - (c) 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;
  - (d) 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 agency(ies) or debt collection agency(ies); and
  - (e) 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 5 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 5 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)).
12. 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 10(e) above) may be retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default.
13. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 10(e) 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 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
14. 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.
15. 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 Minsheng Banking Corp., Ltd., Hong Kong Branch  
40th Floor, Two International Finance Centre  
8 Finance Street  
Central, Hong Kong  
Telephone: 2281 6800  
Fax: 2899 2617

16. The Bank may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event that the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency(ies).
17. Nothing in this Notice shall limit the rights of the data subjects under the Ordinance.
18. In case of discrepancies between the English and Chinese versions of this notice, the English version shall prevail.

Date: August 2022

## **Request for Opt-out from Use of Personal Data in Direct Marketing**

To: The Data Protection Officer, China Minsheng Banking Corp., Ltd., Hong Kong Branch  
40th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong  
Fax: 2899 2617

I acknowledge that I have received and understood the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance".

*Please check ("✓") the box(es) below where applicable*

I do not wish the Bank to use my personal data in direct marketing via the following channel(s)\*:  
 Post    E-mail    Telephone    Mobile SMS  
*(\* If none of the above boxes is checked, it is deemed that all the above channels are selected.)*

I understand that the Bank may provide my personal data to other persons for their use in direct marketing and, whether or not such persons are members of the Group. I do not wish the Bank to provide my personal data to any other persons for their use in direct marketing.

**The above represents my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this request.**

I acknowledge and understand that my above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance" attached to this request. I may refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

Full Name: \_\_\_\_\_

HKID Card No./Passport No.: \_\_\_\_\_ or Account No. : \_\_\_\_\_

Contact No.: \_\_\_\_\_

*(Note: We will only contact you if it is necessary for the processing of this request.)*

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

*Note: For the instruction to be effective, please allow maximum 10 business days from the date of receipt of this request.*

## 關於《個人資料(私隱)條例》(「該條例」)致客戶及其他個別人士的通知

- 於本通知中，除非文義或內容另有所指：
  - 「本行」指中國民生銀行股份有限公司香港分行(於中華人民共和國註冊成立的股份有限公司)；
  - 「資料當事人」應具有第2段賦予該詞的涵義；
  - 「本集團」指本行、中國民生銀行股份有限公司及其分行、附屬公司、代表辦事處及附屬成員，不論其所在地；及
  - 「香港」指中華人民共和國香港特別行政區。
- 「資料當事人」一詞，包括以下為個人的類別：
  - 本行提供的財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信的申請人或客戶/用戶及其被授權人；
  - 基於對本行負有的責任而出任或申請出任擔保人、保證人及提供抵押、擔保或任何形式的支持的人士；
  - 任何公司申請人或客戶/用戶的董事、股東、高級職員、經理及實益擁有人；及
  - 本行的供應商、承建商、服務供應商及其他合約對手。為免疑問，「資料當事人」不包括任何法人團體。本通知的內容適用於所有資料當事人，並構成其與本行不時訂立或可能訂立的任何合約的一部分。若本通知與有關合約存在任何差異或分歧，就有關保護資料當事人的個人資料而言概以本通知為準。
- 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時，資料當事人需要不時向本行提供有關的資料。
- 若未能向本行提供該等資料，可能會導致本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。
- 就持續正常銀行及資料當事人關係，例如，當資料當事人開出支票、存款、申請信貸或償還貸款時，銀行亦會收集資料當事人的資料。(包括從獲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)。
- 資料當事人的資料可被用作下列用途：
  - 處理資料當事人或相關公司就服務和信貸融通提出的申請，及為前述人士或公司提供服務和信貸融通所涉及的日常運作；
  - 提供銀行證明書；
  - 於資料當事人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；
  - 設立及維持本行的信貸評分模式及風險評分系統；
  - 保存資料當事人的信貸紀錄(不論資料當事人與本行是否存在任何關係)，以作現在或將來參考之用；
  - 協助其他在香港獲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)、信用卡發行公司及催收欠款公司進行信用檢查及追討欠債；
  - 確保資料當事人持續維持可靠信用；
  - 進行客戶意見調查及/或設計供資料當事人使用的金融服務或有關產品；
  - 推廣服務、產品及其他標的(詳情請參閱以下第9段)；
  - 確定本行對資料當事人或資料當事人對本行的結欠債務金額；
  - 強制執行資料當事人的責任、向資料當事人及為資料當事人債務提供抵押的人士追討欠款；
  - 履行根據下列適用於本行或其任何分行或本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：
    - 不論於香港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；
    - 不論於香港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帳戶資料的指引或指南)；及
    - 本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；
  - 遵守本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本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；
  - 讓本行的實際或建議承讓人，或就本行對資料當事人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；
  - 進行核對程序(如該條例所定義的)；及
  - 與上述有關用途。
- 本行持有的資料當事人資料將予以保密，但本行可就以上第6段列明的用途把該等資料提供予下列各方：
  - 就本行業務運作向本行提供行政、電訊、電腦、付款、數據處理或儲存、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；
  - 任何對本行負有保密責任的其他人士，包括承諾保密該等資料的本集團任何成員；
  - 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)；
  - 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；(e) 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)，以及在資料當事人欠帳時，則可將該等資料提供給追討欠款公司；
  - 本行或其任何分行根據對本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本行或其任何分行遵守的任何指引或指導，或根據本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；
  - 本行的任何實際或建議承讓人或就本行對資料當事人享有的權利的參與人或附屬參與人或受讓人；
  - 任何為資料當事人提供或計劃提供擔保或第三者抵押品以擔保或抵押資料當事人的責任的任何人士；及
  - 本集團各成員；
    - 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；
    - 第三方獎賞、年資獎勵、聯名合作及優惠計畫供應商；
    - 本行及本集團其他成員之合作品牌夥伴(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)；
    - 慈善或非牟利機構；及
    - 就以上第6(i)段列明的用途而被本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)。

閣下同意該等資料可能被轉移至香港境外。

8. 就資料當事人（不論以借款人、按揭人或擔保人身分，以及不論以資料當事人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，本行可能會把下列資料當事人資料（包括不時更新任何下列資料的資料）以本行及/或代理人的名義提供予信貸資料服務機構：
- 全名；
  - 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式）；
  - 香港身分證號碼或旅遊證件號碼；
  - 出生日期；
  - 通訊地址；
  - 就每宗按揭的按揭帳戶號碼；
  - 就每宗按揭的信貸種類；
  - 就每宗按揭的按揭帳戶狀況（如有效、已結束、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；及
  - 就每宗按揭的按揭帳戶結束日期（如適用）。

信貸資料服務機構將使用上述由本行提供的資料統計資料當事人（分別以借款人、按揭人或擔保人身分，及以資料當事人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（須受根據該條例核准及發出的個人信貸資料實務守則的規定所限）。

9. **在直接促銷中使用資料**

本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：

- 本行可能把本行不時持有的資料當事人姓名、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；
- 可用作促銷下列類別的服務、產品及促銷標的：
  - 財務、保險、信用卡、銀行及相關服務及產品；
  - 獎賞、年資獎勵或優惠計劃及相關服務及產品；
  - 本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
  - 為慈善及/或非牟利用途的捐款及捐贈；
- 上述服務、產品及促銷標的可能由本行及/或下列各方提供或（就捐款及捐贈而言）徵求：
  - 本集團任何其他成員；
  - 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；
  - 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商；
  - 本行及本集團任何其他成員之合作品牌夥伴（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
  - 慈善或非牟利機構；
- 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上第9(a)段所述的資料提供予以上第9(c)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，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）；
- 本行可能因如以上第9(d)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。如本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，本行會於以上第9(d)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

**如資料當事人不希望本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，資料當事人可通知本行行使其選擇權拒絕促銷。**

- 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。
- 根據該條例的條款及《個人信貸資料實務守則》，任何資料當事人有權：
  - 查詢本行有否持有其資料及查閱該等資料；
  - 要求本行改正任何有關其不準確的資料；
  - 查明本行對於資料的政策和實務及獲告知本行持有的個人資料的種類；
  - 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
  - 就本行向信貸資料服務機構提供的任何帳戶資料（為免生疑問，包括任何帳戶還款資料），於全數清還欠帳後結束帳戶時，指示本行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳戶結束後5年內提出及於緊接終止信貸前5年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間（即緊接本行上次向信貸資料服務機構提供帳戶資料前不多於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））。
- 如帳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帳（因破產令導致撇帳除外），否則帳戶還款資料（定義見以上第10(e)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5年。
- 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款，該帳戶還款資料（定義見以上第10(e)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5年，或由資料當事人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5年（以較早出現的情況為準）。
- 根據該條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。
- 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：

資料保護主任  
 中國民生銀行股份有限公司香港分行  
 香港中環金融街8號國際金融中心二期40樓  
 電話：2281 6800  
 傳真：2899 2617

16. 本行或向信貸資料服務機構查閱有關資料當事人的信貸報告用以考慮資料當事人之任何信貸申請。若資料當事人有意索取有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
17. 本通知不會限制客戶在該條例下所享有的權利。
18. 本通知的中英文本如有任何差異，概以英文本為準。

日期：2022 年 8 月



## 選擇拒絕在直接促銷中使用個人資料之申請

致：資料保護主任

中國民生銀行股份有限公司香港分行

香港中環金融街8號國際金融中心二期40樓

傳真：2899 2617

本人確認已收到並明白貴行「關於《個人資料（私隱）條例》致客戶及其他個別人士的通知」。

請在下列適當的方格內  加上剔號("✓")

本人不希望貴行在經以下渠道作直接促銷中使用本人的個人資料\*:-

書信郵件  電子郵件  電話  流動電話短訊

(\*若沒有在以上任何方格內以剔號顯示選擇，即視作選擇以上所有渠道。)

本人明白貴行可能將本人的個人資料提供予其他人士，以供該等人士在直接促銷中使用，不論該等人士是否貴行集團成員。本人不希望貴行將本人的個人資料提供予任何其他人士，以供該等人士在直接促銷中使用。

以上代表本人目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代本人於本要求前向貴行傳達的任何選擇。

本人確認及明白以上的選擇適用於就本表格隨附之貴行「關於《個人資料（私隱）條例》致客戶及其他個別人士的通知」中所列出的產品、服務及/或標的類別的直接促銷。本人亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及本人的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。

全名: \_\_\_\_\_

香港身份證號碼: \_\_\_\_\_ 或 賬戶號碼: \_\_\_\_\_

聯絡電話號碼: \_\_\_\_\_

(註: 我們僅會在處理本要求並必需時才聯絡閣下。)

簽署: \_\_\_\_\_

日期: \_\_\_\_\_

註: 指示必須於貴行收到本要求後最多10個營業日後生效。