

親愛的客戶：

客戶通知

為向客戶提供更完善及更優質的銀行服務，交通銀行(香港)有限公司(「本行」)會定期檢討各項銀行產品及服務，並就有關條款作出修訂。

現謹通知閣下，本行於2024年11月已發出《關於個人資料〔私隱〕條例〔「條例」〕致客戶的通知》的修訂通知，生效日期為2024年12月30日，因此由2024年12月30日起，《交通銀行太平洋信用卡持卡人合約》及《交通銀行銀聯雙幣信用卡持卡人合約》第18條的關於個人資料〔私隱〕條例〔「條例」〕致客戶的通知亦相應修訂如下：

交通銀行太平洋信用卡持卡人合約/交通銀行銀聯雙幣信用卡持卡人合約第18條

18. 交通銀行(香港)有限公司(「銀行」)關於個人資料〔私隱〕條例〔「條例」〕致客戶的通知

- 18.1 客戶在開立或延續賬戶、建立或延續銀行信貸或銀行提供服務時，需要不時向銀行提供有關的資料。
- 18.2 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建立或延續銀行信貸或提供銀行服務。
- 18.3 客戶與銀行在延續正常業務運作中，例如：當客戶開出支票或存款時，或以其他方式進行作為銀行所提供服務一部分的交易時，銀行亦會收集客戶的資料。銀行亦會向第三方(包括客戶因銀行產品及服務的推廣以及申請銀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(「信貸資料服務機構」)接收個人資料)。
- 18.4 客戶的資料可能會用於下列用途：
- (i) 考慮及評估客戶有關銀行產品及服務的申請；
 - (ii) 提供服務和信貸融通給客戶之日常運作；
 - (iii) 在客戶申請信貸時，及於通常每年進行一次或以上的定期或特別信貸覆核時，進行信貸調查；
 - (iv) 編制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(「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) 設計供客戶使用的財務服務或有關產品；
 - (viii) 推廣服務、產品及其他標的(詳情請參閱以下18.9段)；
 - (ix) 計算銀行與客戶之間的債權和債務；
 - (x) 向客戶及為客戶的責任提供抵押的人士追收欠款；
 - (xi) 履行根據下列適用於銀行或銀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，包括該等涉及自動交換財務賬戶資料的條文)；
 - (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：由稅務局作出或發出的指引或指南，包括該等涉及自動交換財務賬戶資料的指引或指南)；及
 - (3) 銀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) 使銀行的實際或建議承讓人、或銀行對客戶享有的權利的參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易；及
 - (xiv) 與上述有關的用途。
- 18.5 銀行會對其持有客戶資料保密，(但若《中華人民共和國個人信息保護法》(「個人信息保護法」)適用於銀行處理和/或使用客戶資料，僅在獲得客戶的單獨同意的情况下)，但銀行在認為有需要或適當時可把該等資料提供給下述各方作以上18.4段列出的用途：
- (i) 就銀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提供者；
 - (ii) 任何對銀行有保密責任的人士，包括銀行集團內已承諾保持該資料保密的成員公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於收款人的資料)；

- (iv) 客戶因申請銀行產品及服務而選擇接觸的第三方服務供應商；
- (v) 客戶因其他銀行及金融服務供應商向其提供服務而選擇提供銀行所持有的其資料的其他銀行及金融服務供應商；
- (vi) 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收數公司；
- (vii) 銀行根據對銀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遵守的任何指引或指導，或根據銀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；
- (viii) 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；及
- (ix)
 - (1) 銀行集團成員公司；
 - (2) 第三方金融機構、保險公司、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提供者；
 - (4) 銀行及銀行集團成員公司合作的合作品牌夥伴(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；及
 - (6) 銀行聘用的第三方服務供應商(包括但不限於郵遞機構、電訊公司、電話銷售及直銷代理人、電話服務中心、數據資料處理公司及資訊科技公司)作以上 18.4 (viii)段所列的用途。

有關資料可能被轉移至香港特別行政區境外。若個人信息保護法適用於銀行處理和/或使用客戶資料，銀行將徵求客戶針對該等跨境傳輸活動的單獨同意。

- 18.6 若個人信息保護法適用於銀行處理和/或使用客戶資料，銀行將在和第三方共享客戶的個人資料前，告知客戶接收方的姓名和聯繫方式、處理和提供客戶個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求客戶對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或（若個人信息保護法適用於銀行處理和/或使用客戶資料）按照個人信息保護法的要求。
- 18.7 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) 就每宗按揭的身份（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) 香港身份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）；
 - (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）。
- 18.8 銀行收集的部分資料可能構成個人信息保護法下的「敏感個人信息」，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，銀行才會處理敏感個人信息。若個人信息保護法適用於銀行處理和/或使用客戶資料，該等敏感個人信息將在獲得客戶的單獨同意後才進行處理。
- 18.9 **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、保險公司、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提供者；
 - (4) 銀行及銀行集團成員公司的合作品牌夥伴（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 18.9 (i) 段所述的資料提供予以上 18.9 (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 18.9 (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 18.9 (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。**
- 18.10 **使用銀行應用程式介面（「API」）向客戶的其他銀行及第三方服務供應商轉移個人資料**
銀行可根據客戶向銀行、向客戶提供服務的其他銀行或客戶使用之第三方服務供應商（包括其他金融服務供應商）所發出的指示，使用銀行的 API 向該等其他銀行及第三方服務供應商轉移客戶的資料，以作銀行、客戶的其他銀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。
- 18.11 根據條例中的條款及（若個人信息保護法適用於銀行處理和/或使用客戶資料）個人信息保護法的條款及根據條例核准和發出的個人信貸資料實務守則，任何客戶有權：
- (i) 查核銀行是否持有他／她的資料及查閱該等資料；
 - (ii) 要求銀行改正任何有關他／她的不準確的資料；
 - (iii) 查明銀行對於資料的政策及實務和獲告知銀行持有的個人資料種類；
 - (iv) 查詢並獲銀行回覆，例行向信貸資料服務機構或收數公司披露的資料類別，及獲銀行提供進一步資料，以便向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求；
 - (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））；
 - (vi) 若個人信息保護法適用於銀行處理和/或使用客戶資料，要求銀行刪除客戶的個人資料；
 - (vii) 若個人信息保護法適用於銀行處理和/或使用客戶資料，反對以某種特定方式使用客戶個人資料；
 - (viii) 若個人信息保護法適用於銀行處理和/或使用客戶資料，要求對處理客戶個人資料的規則進行解釋說明；
 - (ix) 若個人信息保護法適用於銀行處理和/或使用客戶資料，且滿足個人信息保護法的要求的情況下，要求銀行將客戶向銀行提供的個人資料轉移給客戶選擇的第三方；
 - (x) 若個人信息保護法適用於銀行處理和/或使用客戶資料，撤回對收集、處理或轉移客戶個人資料的同意（客戶應注意，客戶撤回他們的同意可能導致銀行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務）；和
 - (xi) 若個人信息保護法適用於銀行處理和/或使用客戶資料，要求對自動化決策過程中產生的決策進行解釋以及拒絕接受僅由自動化決策技術作出的決定。
- 18.12 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 18.11 (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。
- 18.13 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 18.11 (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）。
- 18.14 根據條例的條款及（若個人信息保護法適用於銀行處理和/或使用客戶資料）個人信息保護法允許的情況下，銀行有權就處理任何查閱資料的要求收取合理費用。
- 18.15 任何關於查閱或改正資料，或索取關於資料政策及慣例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
交通銀行(香港)有限公司
中環畢打街 20 號
傳真：2833 6561
- 18.16 銀行在批核信貸申請時，可能參考由信貸資料服務機構提供有關客戶的信貸報告。假如客戶有意索取有關報告，可要求銀行提供有關信貸資料服務機構的聯絡詳情。
- 18.17 本通知不會限制客戶在條例和個人信息保護法下所享有的權利。

由 2024 年 12 月 30 日起，閣下可向本行任何一個網點免費索取交通銀行信用卡持卡人合約的文本，亦可在本行網頁瀏覽。

本行感謝閣下一直以來的支持，並將繼續竭誠為閣下提供優質的銀行服務。本行謹通知閣下，如上述各項修訂的生效日後仍保留閣下的賬戶及/或繼續使用服務，則將被視為閣下已接納上述之修改。如閣下不接納上述修改，閣下有權於相關生效日之前根據現有條款及細則列明的有關係款終止戶口。

閣下如有任何查詢，請於辦公時間內與本行任何網點聯絡或致電本行客戶服務熱線 223 95559。

交通銀行(香港)有限公司 謹啟

2024 年 12 月

(本函為毋須簽署之電腦編印文件)

December 2024

Dear Customer,

Customer Notice

To provide better and more efficient banking services to customers, Bank of Communications (Hong Kong) Ltd. ("Bank") has been keeping all products and services under regular review, and necessary amendments will be made to the relevant charges, terms and conditions.

Please be informed that the Bank has issued Notice relating to amendment of "Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" in November 2024 which shall be effective from 30 December 2024. Accordingly, with effect from 30 December 2024, the "Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")" in clause 18 of "Bank of Communications Pacific Credit Card Cardholder Agreement" and "Bank of Communications China UnionPay Dual Currency Credit Card Cardholder Agreement" will be amended as follows.

Bank of Communications Pacific Credit Card Cardholder Agreement / Bank of Communications China UnionPay Dual Currency Credit Card Cardholder Agreement Clause 18

18. Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- 18.1 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.
- 18.2 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.
- 18.3 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 (the "credit reference agencies").
- 18.4 The purposes for which data relating to a customer may be used 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 credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (the "credit providers") to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of customers;
 - (vii) designing financial services or related products for customers' use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph 18.9 below);
 - (ix) determining the amounts owed to or by customers;
 - (x) 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 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 ("Hong Kong SAR") 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 SAR 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); 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 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; and
- (xiv) purposes relating thereto.
- 18.5 Data held by the Bank relating to a customer will be kept confidential but, subject to the customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of the customer's data) the Bank may, where it considers necessary or appropriate, provide such information to the following parties for the purposes set out in paragraph 18.4 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) other banks and financial services providers to whom the customer has chosen to provide his information held by the Bank in connection with the provision of services to the customer by those other banks and financial service providers;
- (vi) 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;
- (vii) any person to whom the Bank 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 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 are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank 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 SAR and may be existing currently and in the future;
- (viii) 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
- (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 organizations; and
 (6) external service providers (including but not limited to mailing houses, telecommunications 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 18.4(viii) above.
- Such information may be transferred to a place outside Hong Kong SAR. Insofar as the PIPL is applicable

- to the Bank's process and/or use of the customer's data, the Bank will obtain the customer's separate consent in relation to such international transfers.
- 18.6 To the extent required under the PIPL, the Bank will, prior to sharing the customer's personal data with third parties, notify the customer of the name and contact details of the recipients, the purposes and means of processing and provision of the customer's personal data, and the types of personal data to be provided and shared, and obtain the customer's separate consent to the sharing of the customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, in accordance with the PIPL.
- 18.7 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 credit reference agencies:
- (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 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).
- 18.8 Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, such sensitive personal data will be processed with the customer's separate consent.
- 18.9 **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 behaviour, 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 organizations;
 - (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 18.9(i) above to all or any of the persons described in paragraph 18.9(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 18.9(iv) above and, when requesting the customer's consent or no objection as described in paragraph 18.9(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.

18.10 TRANSFER OF PERSONAL DATA TO CUSTOMER'S OTHER BANKS AND THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank, other banks providing services to the customer or third party service providers (including other financial service providers) engaged by the customer, transfer customer's data to such other banks and third party service providers using the Bank's API for the purposes notified to the customer by the Bank, the customer's other banks or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

18.11 Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data) the PIPL, and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer 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 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);
- (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));
- (vi) insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, to request the Bank to delete the customer's personal data;
- (vii) insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, to object to certain uses of the customer's personal data;
- (viii) insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, request an explanation of the rules governing the processing of the customer's personal data;
- (ix) insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, to ask that the Bank transfer personal data that the customer has provided to the Bank to a third party of the customer's choice under circumstances as provided under the PIPL;
- (x) insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, to withdraw any consent for the collection, processing or transfer of the customer's personal data (the customer should note that withdrawal of their consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
- (xi) insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

18.12 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 18.11(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

18.13 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 18.11(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.
- 18.14 In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the customer's data) as permitted under the PIPL, the Bank may charge a reasonable fee for the processing of any data access request.
- 18.15 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
Bank of Communications (Hong Kong) Limited
20 Pedder Street, Central, Hong Kong
Fax: 2833 6561
- 18.16 The Bank may have obtained credit report(s) on the customer from 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).
- 18.17 Nothing in this Notice shall limit the rights of customers under the Ordinance and the PIPL.

You may obtain copies of our Credit Card Cardholder Agreement at any of our outlets free of charge from 30 December 2024 onward or by visiting our website.

Thank you for your support over the years and we will continue to provide you quality services. Maintaining the account(s) and/or continuing to use the service(s) after the effective date of the above amendments will be regarded as your acceptance of the above arrangements. If you do not wish to accept any of the above amendment, you have the right to terminate your account(s) in accordance with the relevant clauses under the existing terms and conditions before the relevant effective date.

Should you have any queries, please contact any of our outlets or call our Customer Services Hotline at 223 95559 during office hours.

Yours faithfully,

Bank of Communications (Hong Kong) Limited

(This is a computer print-out letter that requires no signature)