



The Personal Data (Privacy) Ordinance - Personal Information Collection (Customers) Statement

In compliance with the Personal Data (Privacy) Ordinance ("the Ordinance"), The Bank of East Asia, Limited ("the Bank") would like to inform you of the following:

- (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 and other financial services.
- (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 and other financial services.
- (3) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking and other financial relationship, for example, when customers write cheques or deposit money or generally communicate verbally or in writing with the Bank, by means of documentation or telephone recording system as the case may be.
- (4) 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 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:
 - (1) the Bank and the Bank's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty or privileges programme providers; and
 - (4) co-branding partners of the Bank and the Bank's group companies;
 - (viii) verifying the data/information provided by any other customer or third party;
 - (ix) determining amounts owed to or by customers;
 - (x) collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (xi) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (xii) 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
 - (xiii) purposes relating thereto.
- (5) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4):-
 - (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) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vi) 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
 - (vii)
 - (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 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); 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 (4)(vii).
- (6) Such information may be transferred to a place outside Hong Kong. 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 a data 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 payment 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. 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 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
- (7) 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.
- (8) The person to whom requests for access to data or correction of data or for information regarding the Bank's Privacy Policy Statement and kinds of data held are to be addressed is as follows:

The Group Data Protection Officer	Telephone	: 3608 3608
The Bank of East Asia Group	Fax	: 3608 6172
10 Des Voeux Road Central	Website	: www.hkbea.com
Hong Kong		
- (9) 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.
- (10) Customers may, at any time, request the Bank cease using their personal data for direct marketing purposes by writing to the Group Data Protection Officer at the address or fax number provided in paragraph (8).
- (11) After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of 7 years or such other period as prescribed by applicable laws and regulations.
- (12) Nothing in this statement shall limit the rights of customers under the Personal Data (Privacy) Ordinance.



個人資料（私隱）條例 - 個人資料收集（客戶）聲明

依從個人資料（私隱）條例（下稱「條例」），東亞銀行有限公司（下稱「本銀行」）現通知貴客戶以下細則：

- (1) 客戶在開立或延續戶口、建立或延續銀行信貸或銀行提供服務時，需要不時向本銀行提供有關的資料。
 - (2) 若未能向本銀行提供該等資料可能會導致本銀行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務或其他金融服務。
 - (3) 本銀行亦會在延續日常銀行或其他金融關係中以文書或電話錄音系統形式收集客戶的資料，例如，當客戶開出支票或存款或在一般情況下以口頭或書面形式與本銀行溝通時。
 - (4) 客戶的資料可能會用於下列用途：
 - (i) 提供服務和信貸便利給客戶之日常運作；
 - (ii) 在客戶申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；
 - (iii) 編制及維持本銀行的信貸評分模式；
 - (iv) 協助其他財務機構作信用檢查及追討債務；
 - (v) 確保客戶維持可靠信用；
 - (vi) 設計為客戶使用的財務服務或有關產品；
 - (vii) 營銷下列服務和產品（本銀行或會因此而得到報酬）：
 - (1) 金融、保險、信用卡、銀行及相關服務和產品；
 - (2) 獎賞、會員或優惠計劃和相關服務及產品；及
 - (3) 由本銀行的品牌合作夥伴所提供的服務及產品（視乎情況而定，品牌合作夥伴的名稱會在有關服務和產品的申請表格中提供）；及以上服務或產品可能會由下列機構提供及/或營銷：
 - (1) 本銀行及其集團公司；
 - (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) 第三方客戶獎賞、會員或優惠計劃提供者；及
 - (4) 本銀行及其集團公司的品牌合作夥伴；
 - (viii) 核實任何其他客戶或第三方所提供的數據/資料；
 - (ix) 計算本銀行與客戶之間的債務；
 - (x) 向客戶及為客戶的責任提供抵押的人士追收欠款；
 - (xi) 本銀行或其任何分行為履行任何對其有約束力的法例的規定而作出披露；或為依循及施行任何預期本銀行或其任何分行會遵從的監管或其他機構所發出的指引而作出披露；
 - (xii) 使本銀行的實在或建議承讓人，或本銀行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；及
 - (xiii) 與上述有關的用途。
- (5) 本銀行會對其持有的客戶資料保密，但本銀行可能會把該等資料提供給下述各方作第(4)段列出的用途：
 - (i) 任何代理人、承辦人、或向本銀行提供行政、電訊、電腦、付款或證券結算或其他與本銀行業務運作有關的服務的第三方服務供應商；
 - (ii) 任何對本銀行有保密責任的人，包括本銀行集團內已承諾保持該資料保密的公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有有關收款人的資料）；
 - (iv) 信貸資料服務機構；而在客戶欠賬時，則可將該等資料提供給收數公司；
 - (v) 本銀行在根據對本銀行或其任何分行具法律約束力的規定下或為依循及施行任何預期本銀行或其任何分行會遵從的監管或其他機構所發出的指引而有責任對任何人作出披露；
 - (vi) 本銀行的任何實在或建議承讓人或就本銀行對客戶的權利的參與人或附屬參與人或受讓人；及
 - (vii)
 - (1) 本銀行的集團公司；
 - (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) 第三方客戶獎賞、會員或優惠計劃提供者；
 - (4) 本銀行及其集團公司的品牌合作夥伴（視乎情況而定，品牌合作夥伴的名稱會在有關服務和產品的申請表格中提供）；及
 - (5) 本銀行為第(4)(vii)段所載目的而聘用的外判服務供應商（包括但不限於郵寄公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和信息技術公司）。該等資料可能被轉移到香港以外的地方。
- (6) 根據條例中的條款及根據條例核准發出的個人信貸資料實務守則，任何個人有權：
 - (i) 查核本銀行是否持有他的資料及查閱該等資料；
 - (ii) 要求本銀行改正任何有關他的不準確的資料；
 - (iii) 查明本銀行對於資料的政策及慣例和獲告知本銀行持有的個人資料種類；
 - (iv) 查詢並獲本銀行回覆，例行向有關信貸資料服務機構或收數公司披露的是哪些個人資料，及獲本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；及
 - (v) 於悉數清償欠款而結束賬戶時，指示本銀行要求該信貸資料服務機構，從資料庫刪除本銀行曾經提供的賬戶資料，惟是項指示須於結束賬戶後5年內發出，而該賬戶在緊接結束之前5年內，並無拖欠超過60天的記錄。假如該賬戶有拖欠超過60天的記錄，信貸資料服務機構可以保留有關記錄，直至欠款悉數清償之日起計滿5年為止，或本銀行接獲的解除破產令生效日期起計滿5年為止，以較早發生者為準。
- (7) 根據條例的條款，本銀行有權就處理任何查閱資料的要求收取合理費用。
- (8) 任何關於查閱或改正資料，或索取關於本銀行的私隱政策聲明或所持有的資料種類的要求，應向下列人士提出：

香港中環德輔道中10號	電話：3608 3608
東亞銀行集團	傳真：3608 6172
集團資料保障主任	網址：www.hkbea.com
- (9) 本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，可要求本銀行提供有關信貸資料服務機構的聯絡詳情。
- (10) 客戶可隨時向本銀行要求停止使用其個人資料於直接促銷活動，有關要求可根據第(8)段的地址或傳真號碼向集團資料保障主任提出。
- (11) 本銀行在結束賬戶/終止服務後會繼續持有有關客戶的資料7年或按照有關法律和法規所規定的期限。
- (12) 本聲明不會限制客戶在個人資料（私隱）條例下所享有的權利。

（文義如有歧異，以英文本為準。）