



## PERSONAL INFORMATION COLLECTION STATEMENT

### Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance Cap.486 (the “Ordinance”)

1. It is the corporate policy of Allied Banking Corporation (Hong Kong) Limited (the “Bank”) to respect and safeguard the privacy of an individual’s personal data.
2. In this Notice, unless the context or subject matter may otherwise require:
  - “Affiliates” includes branches, subsidiaries, representative offices and affiliates of the Bank’s holding companies, wherever situated.
  - “Authority” or “Authorities” includes local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, governmental, tax, revenue, monetary, securities or future exchange, court, central bank or other authorities, self-regulatory or industry bodies or associations of financial services providers or any of their agents with jurisdiction over all or any part of the Group.
  - “Code” means Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data pursuant to section 12 of the Ordinance.
  - “CRA” means Credit reference agencies.
  - “Data Subject(s)” includes:
    - (a) applications for or customers, authorized signatories, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by the Bank;
    - (b) sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Bank;
    - (c) directors, shareholders, officers and managers of any corporate applicants and data subjects/users; and
    - (d) suppliers, contractors, services providers and other contractual counterparties of the Bank.
  - “DCA” means Debt collection agencies.
  - “Group” means the Bank and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated.
3. By interacting with the Bank, submitting information to the Bank, or signing up for any products, services and facilities offered by or through the Bank, the Data Subjects agree and consent to the Bank collecting, using, disclosing and sharing among the Group your personal data and disclosing such data to the Bank’s authorized service providers (if and when applicable) and relevant third parties in the manner as set forth in this Notice.
4. 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. In case of inconsistency between this Notice and the relevant contract(s), this Notice shall prevail insofar as it relates to the protection of the Data Subjects’ personal data.
5. 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 establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
6. 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 financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
7. Data relating to the Data Subjects are collected or received by the Bank from various sources from time to time, including, but not limited to, data collected from Data Subjects in the ordinary course of the continuation of the relationship between the Bank and Data Subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Bank or generally communicate verbally or in writing with the Bank, and data obtained from other sources (i.e. credit reference agencies). Data may also be generated or combined with other information in the public domain or available to the Bank or any member of the Group.
8. Data relating to the Data Subjects may be used for any one or more of the following purposes (which may vary depending on the nature of your relationship with the Bank):-
  - (i) assessing the merits and suitability of the Data Subjects as actual or potential applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variations, renewals, cancellations, reinstatements and claims;
  - (ii) facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the Data Subjects;
  - (iii) conducting credit checks whenever appropriate (including, without limitation, upon application for credit and upon regular or special reviews which normally will take place one or more times each year);
  - (iv) conducting matching procedures (as defined in the Ordinance);
  - (v) comparing data of Data Subjects or other persons for credit checking, data verification or otherwise producing or verifying data whether or not for the purpose of taking adverse action against the Data Subjects;
  - (vi) assisting other financial institutions to conduct credit checks and collect debts;
  - (vii) ensuring ongoing credit worthiness and good standing of the Data Subjects;

- (viii) maintaining a credit history or otherwise, a record of Data Subjects (whether or not there exists any relationship between the Data Subjects and the Bank) for present and future reference;
  - (ix) marketing services, products and other subjects (please see further details in paragraph 11 below);
  - (x) researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for Data Subjects' use;
  - (xi) determining amounts owed to or by the Data Subject;
  - (xii) enforcing Data Subjects' obligations, including without limitation collections of amounts outstanding from the Data Subjects and those providing security for the obligations of the Data Subjects;
  - (xiii) creating and maintaining the Bank's credit and risk related models;
  - (xiv) provision of reference;
  - (xv) enabling an actual or proposed assignee of all or any part of the business and/or asset of the Bank, 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 and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned;
  - (xvi) in connection with the Bank and/or each member of the Group, commencing, defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal proceedings), including where it is in the interests of the Bank and/or any member of the Group to seek professional advice, for obtaining legal advice or for establishing, exercising or defending legal rights;
  - (xvii) meeting or complying with any obligations, requirements or arrangements for disclosing and using data that apply to the Bank and/or any member of the Group, whether compulsory or voluntary, or that it is expected to comply according to:-
    - (1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region, existing currently and in the future (e.g. the Inland Revenue Ordinance, Cap.112 and its provisions including those concerning automatic exchange of financial account information or the Foreign Account Tax Compliance Act (FATCA) of the United States);
    - (2) any guidelines, guidance, codes or other similar documents given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory, industry bodies or associations of financial services providers, within or outside Hong Kong Special Administrative Region, existing currently and in the future (e.g. guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information or the Foreign Account Tax Compliance Act (FATCA) of the United States), and any international guidance, internal policies or procedures;
    - (3) any present or future contractual or other commitment with the Authorities that is assumed by, imposed on or applicable to the Bank or any member of the Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant Authorities; or
    - (4) any agreement or treaty between Authorities;
  - (xviii) 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;
  - (xix) conducting any action to meet our obligations or those of any member of the Group to comply with the laws, international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any laws relating to these matters;
  - (xx) meeting our obligations or those of any member of the Group to comply with any demand or request from the Authorities;
  - (xxi) ensuring ongoing accuracy and relevance of the data;
  - (xxii) purposes incidental, associated or relating to the above list.
9. Data held by the Bank relating to the Data Subjects will be kept confidential but the Bank may provide such data to the following parties for the purposes set out in the paragraph (8) above:-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection or other services to the Bank in connection with the operation of its business, wherever situated;
  - (ii) 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;
  - (iii) any financial institutions, charge or credit card issuing companies, insurance companies, securities and investment companies with which the Data Subjects have or propose to have dealings and any reinsurance and claims investigation companies, insurance industry associations and federations and their members;
  - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (v) any person making payment into the Data Subjects' account;
  - (vi) any person receiving payment from the Data Subjects, the banker of such person and any intermediaries which may handle or process such payment;
  - (vii) CRA, and, in the event of default, to DCA;

- (viii) any Authorities;
- (ix) any persons to whom the Bank is or any member of the Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (8)(xvii), (8)(xviii) or (8)(xix) above;
- (x) any actual or proposed assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant or transferee of the Bank's rights and obligations in respect of the Data Subjects;
- (xi) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subjects' obligations; and
- (xii)
  - (1) any member of the Group;
  - (2) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
  - (3) third party reward, loyalty, co-branding and privileges programme providers;
  - (4) co-branding partners of the Bank and 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 centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 8(ix) above, wherever situated.

The Bank may from time to time transfer the data relating to the Data Subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 8 above.

10. With respect to data which may be collected or held by the Bank from time to time in connection with mortgages applied by the Data Subjects (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<sup>st</sup> April 2011, the following data relating to the Data Subjects (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 the CRA:

- (i) full name;
- (ii) 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);
- (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 bankruptcy order), write-off due to a bankruptcy order);
- (ix) if any, mortgage account closed date in respect of each mortgage.

The CRA 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 Subjects with credit providers in Hong Kong Special Administration Region, 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 database of the CRA by credit providers (subject to the requirements of the Code approved and issued under the Ordinance).

#### 11. **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use 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 take note that:-

- (i) 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;
- (ii) the following classes of services, products and subjects may be marketed:-
  - (1) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
  - (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) any member of the Group;
  - (2) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the Bank and/or any 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 organizations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 11(i) above to all or any of the persons described in paragraph 11(iii) 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;
- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph 11(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph 11(iv) 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 the Data Subject does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the Data Subject may exercise his/her opt-out right by notifying the Bank.**

12. Under and in accordance with the terms of the Ordinance and the Code, any Data Subject has the right:-
  - (i) to check whether the Bank holds data about him/her and 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 CRA or DCA, and be provided with further information to enable the making of an access and correction request to the relevant CRA or DCA; and
  - (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 CRA, to instruct the Bank, upon termination of the account by full repayment, to make a request to the CRA 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 a CRA), 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)).
13. 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 12(v) above) may be retained by the CRA until the expiry of five years from the date of final settlement of the amount in default.
14. In the event any amount in an account is written-off due to a bankruptcy order being made against a Data Subject, the account repayment data (as defined in paragraph 12(v) above) may be retained by the CRA, 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 Data Subject with evidence to the CRA, whichever is earlier.
15. The Bank may have obtained a credit report on the Data Subject from a CRA 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 CRA.
16. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for processing of any data access request.
17. 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 are as follows:-

Attention to	The Data Protection Officer
Bank	Allied Banking Corporation (Hong Kong) Limited
Address	Room 1402, World-Wide House, 19 Des Voeux Road Central, Hong Kong.  Tel.: (852) 2846 2288 Fax: (852) 2846 2299

18. Nothing in this Notice shall limit the rights of the Data Subjects under the Ordinance.
19. In case of discrepancies between the English and Chinese versions, the English version shall prevail.

**March 2019**