

合作金庫商業銀行香港分行致客戶及其他個別人士 關於個人資料(私隱)條例的通知

1. 客戶及其他個人(包括但不限於銀行/財務服務及銀行融資/信貸便利的申請人,為銀行融資/信貸便利而提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、高級職員及管理人員)(統稱「資料當事人」),就各項事宜例如申請開立或延續戶口、建立或延續銀行融資/信貸便利或要求銀行提供有關銀行/財務服務時、或因法例規定或監管或其他管理機構所發出的指引,需不時向銀行提供有關資料。
2. 若未能向銀行提供有關資料,會導致銀行無法批准開立或延續戶口、建立或延續銀行融資/信貸便利或提供有關銀行/財務服務或遵守法例規定或監管或其他管理機構所發出的指引。
3. 在資料當事人與銀行正常業務往來中,例如資料當事人開出支票、存款或進行交易時,銀行亦會收集到資料當事人的資料。
4. 資料當事人的有關資料可能會作下列用途:
 - I. 考慮及評估客戶有關本行產品及服務的申請;
 - II. 向資料當事人提供銀行/財務之日常運作服務和銀行融資/信貸便利;
 - III. 在資料當事人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;
 - IV. 編制及維持銀行的信貸評分模式;
 - V. 協助其他財務機構做信貸審查及債務追討;
 - VI. 確保資料當事人的信用維持良好;
 - VII. 為資料當事人設計銀行/財務服務或有關產品;
 - VIII. 為推廣以下服務或產品(銀行有可能是有償)
 - (i) 財務、保險、信用卡、銀行及有關服務或產品;
 - (ii) 獎賞、顧客忠誠或優惠計畫及有關服務或產品。
 - IX. 確定銀行對資料當事人或資料當事人對銀行的債務;
 - X. 執行資料當事人向銀行應負義務,包括但不限於向資料當事人即向為資料當事人的義務提供抵押或擔保的人士追討欠款;
 - XI. 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:
 - (i) 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,包括關於自動交換財務帳戶資料之條文);
 - (ii) 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,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);
 - (iii) 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;
 - XII. 使銀行的實質或建議受讓人,或銀行對資料當事人權益的參與人或附屬參與人,能對有關擬進行的轉讓、參與或附屬參與的交易作出評核;
 - XIII. 處理客戶及/或個人對本行之銀行、金融或保險服務之任何申請;
 - XIV. 遵守在香港特別行政區管轄權以內或以外為針對制裁、阻止、偵查、調查及/或檢控清洗黑錢、恐怖分子融資活動或其他非法活動而訂定有關披露或使用資料的任何規定、政策、程序、措施或安排;
 - XV. 與上述有關的用途。
5. 銀行會將資料當事人的資料保密,但銀行可能會將有關資料提供予下列各方作第4段所述的用途:
 - I. 任何代理人、承包商或提供行政、電訊、電腦、付帳、債務追討或證券結算或其他與銀行業務運作有關服務的第三者服務供應商;
 - II. 任何對銀行有保密責任的人,包括對銀行有保密資料承諾的及與銀行同一集團的公司;
 - III. 付款銀行向發票人提供已兌現支票影本(該影本可能載於有關於收款人的資料);
 - IV. 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;
 - V. 信貸資料服務機構,如資料當事人欠帳時則可將該等資料提供予債務追收代理;
 - VI. 任何根據銀行或其分行須遵守的法律要求,或因監管或其他管理機構所要求銀行或其任何分行遵守的指引,而向其作出披露的人士;
 - VII. 任何銀行的實質或建議受讓人,或任何銀行對資料當事人權益的參與人或附屬參與人或承讓人;
 - VIII. 本行的主管人員、僱員及/或代理人;及
 - (i) 提供銀行、金融及/或保險服務的本行集團成員公司及附屬公司;
 - (ii) 任何控股公司、任何該等控股公司的子公司、本行的控權人(該詞釋義見香港法例第155章銀行業條例),其可能被要求提交資料予任何本地監管機構,使該等控股公司、該等控股公司的子公司、及/或本行的控權人可遵從該等要求及履行其依照相關法律之法定責任,包括但不限於銀行業條例;
 - (iii) 第三方金融機構、商業併購公司、保險公司、信用卡公司、證券及投資服務供應商;
 - (iv) 提供相關服務、產品及/或計劃的第三方獎勵、忠誠、品牌合作和優惠計劃的提供者;
 - (v) 提供相關服務、產品及/或計劃的本行及本行集團成員公司的品牌合作夥伴;
 - (vi) 慈善或非牟利機構;及

(viii) 由本行聘用推廣上文第4(VII)段詳細列明的服務、產品及其他服務的外部服務供應者（包括但不限於郵寄公司、電訊公司、電話銷售和直接銷售代理、電話中心、資料處理公司和資訊科技公司）。有關資料可能轉移至香港特別行政區以外。

6. 在不抵觸第4段的前提下，本行可查閱任何信貸資料服務機構的數據庫，以便不時進行信貸覆核。特別是，本行可查閱任何信貸資料服務機構持有的客戶之客戶信貸資料及/或從該等信貸資料服務機構取得客戶的信貸報告，以便覆核其已批出之現有客戶之信貸融通，而該等覆核可能牽涉本行對任何下列事項的考慮：
 - I. 增加信貸金額；
 - II. 削減信貸金額（包括取消信貸或減少信貸融通金額）；或
 - III. 為客戶制定或實施債務安排計劃。
7. 根據條例規及按其認可及發出的個人信貸資料實務守則，任何人士均有權：
 - I. 查核銀行是否持有其個人資料及有權查閱有關的資料；
 - II. 要求銀行對其不準確的個人資料作出更正；
 - III. 查悉銀行對有關資料的政策及實務，並獲知銀行持有其個人資料的類別；
 - IV. 查詢並獲銀行告知何等資料會經常向信貸資料服務機構或債務追收代理披露，及獲銀行提供進一步資料，藉以向有關信貸資料服務機構或債務追收代理提出查閱及改正資料要求；
 - V. 於悉數清償欠款而結束戶口時，指示銀行有要求該信貸資料服務機構，於資料庫刪除銀行曾經提供的戶口資料，惟是項指示須於結束戶口後5年內發出，而該戶口在緊接結束之前5年內，並無拖欠超過60天的紀錄。假如該戶口有拖欠超過60天的紀錄，信貸資料服務機構可以保留有關紀錄，直至欠款悉數清償之日起計滿5年為止，或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。
8. 根據條例，銀行有權就處理任何資料查閱的要求收取合理費用。
9. 任何關於資料查閱或資料更正，或關於資料政策及實務或資料種類等要求，應向下列人士提出：
合作金庫銀行香港分行
香港灣仔告士打道108號光大中心13樓1303-1310室
電話：(852)2598-1128
傳真：(852)2598-1028
10. 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當事人的信貸報告。假如資料當事人有意索取有關報告，可要求銀行提供有關信貸資料服務機構的聯絡詳情。
11. 本通知不會限制資料當事人在條例下所享的權利。

Taiwan Cooperative Bank, Ltd. Hong Kong Branch

Notice to Customers

relating to the

Personal Data (Privacy) Ordinance (the "Ordinance")

- (a) From time to time, it is necessary for customers and various other individuals(including without limitation applicants for banking/financial services and banking /credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants)(collectively “data subjects”) to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any law or guidelines issued by regulatory or other authorities.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking services or comply with laws or guidelines issued by regulatory or other authorities.
- (c) 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.
- (d) 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 financial institutions 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 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
 - (ix) determining 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 any of its branches 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 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 Special Administrative Region 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);
 - (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;
 - (xii) 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;
 - (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) in processing any applications from customers and/or individuals concerning the provision of banking, financial and/or insurance services;
 - (xv) in compliance with any requirements, policies, procedures, measures or arrangements for disclosing or using data concerning the sanction, prevention, detection, investigation and/or prosecution of money laundering, terrorist financing or other unlawful activities in or outside the jurisdiction of the HKSAR;
 - (xvi) purposes relating thereto.
- (e) 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 (d): -
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection 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) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) 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;
 - (vii) 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;
 - (viii) the Bank's officers, employees and/or agents; and
 - (ix)
 - (1) the Bank's group companies and affiliates which provide banking, financial and/or insurance services;
 - (2) any holding company, subsidiary of any such holding company, and/or controller of the Bank (as such terms are defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) which may be required to submit information to any local regulatory authority(-ies) for the purposes of enabling such holding company, subsidiary of such holding company and/or controller of the Bank to comply with such requirement and to fulfil its/their statutory obligations pursuant to the relevant law, including but not limited to the Banking Ordinance;
 - (3) third party financial institutions, merchant acquiring companies, insurers, credit card companies, securities and investment services providers;

- (4) third party reward, loyalty, co-branding and privileges programme providers for the relevant services, products and/or programmes;
- (5) co-branding partners of the Bank and the Bank's group companies for the relevant services, products and/or programmes;
- (6) charitable or non-profit making organisations; and
- (7) 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 marketing services, products and other matters as detailed in paragraph d(vii) above.

Such information may be transferred to a place outside Hong Kong.

- (f) Subject to Paragraph 4, the Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data of customer held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities which review may involve the consideration by the Bank of any of the following matters:
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the facility amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the customer.
- (g) 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 customer 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 an 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 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 five 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 five years from the date of final settlement of the amount in default or five years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
- (h) 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.
- (i) 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: -

Taiwan Cooperative Bank, Hong Kong Branch
Suite 1303-1310, 13/F, Everbright Centre
No. 108, Gloucester Road, Wanchai, Hong Kong
Telephone: (852) 2598 1128
Fax: (852) 2598 1028
- (j) 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.
- (k) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.