

Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability) 香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

# Notice to Customers Relating to Hong Kong's Personal Data (Privacy) Ordinance ("the Notice")

關於香港個人資料(私隱)條例致客戶的通告(下稱「本通告」)

In compliance with the Personal Data (Privacy) Ordinance ("the Ordinance") of Hong Kong, Mega International Commercial Bank Co., Ltd., Hong Kong Branch ("the Bank") would like to inform you of the following: 依從香港個人資料(私隱)條例(下稱「條例」),兆豐國際商業銀行股份有限公司香港分行(下稱「本銀行」)現通知貴客戶以下細則:

- (1) The term "customer", wherever mentioned in this Notice, includes the following categories of individuals:- 「客戶」一詞,不論於本通告何處提及,包括以下為個人的類別:
  - (a) applicants for or clients/users of banking/financial services and facilities provided by the Bank and their authorized person(s);
    本銀行提供的銀行/金融服務及授信的申請人或顧客/用戶及其被授權人;
  - (b) sureties and parties providing security, guarantee or any form of support for obligations owed to the Bank; 基於對本銀行負有的責任而出任擔保人、保證人及提供抵押、擔保或任何形式的支持的人士;
  - (c) directors, shareholders, officers and managers of any corporate applicant and client/user; and 任何公司申請人及顧客/用戶的董事、股東、高級職員及經理;及
  - (d) suppliers, contractors, service providers and other contractual counterparties of the Bank. 本銀行的供應商、承建商、服務供應商及其他合約對手。

For the avoidance of doubt, "customer" shall not include any incorporated bodies. The contents of this Notice shall apply to all customer and form part of any contract for services that the customer has 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 customer's personal data. Nothing in this Notice shall limit the rights of the customer under the Ordinance.

為免生疑問,「客戶」不包括任何法人團體。本通告的內容適用於所有客戶,並構成其與本銀行不時訂立或可能 訂立的任何合約的一部分,若本通告與有關合約存在任何差異或分歧,就有關保護客戶的個人資料而言概以本通 告為準。本通告並不限制客戶在條例下之權利。

- (2) 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 or compliance with any laws or guidelines issued by regulatory or other authorities. 客戶在開立或延續帳戶、建立或延續銀行信貸或銀行所提供的服務及其他金融服務時,或因法例規定或監管或其他管理機構所發出的指引,需要不時向本銀行提供有關的資料。
- (3) 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 or comply with any laws or guidelines issued by regulatory or other authorities.
  - 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帳戶或建立或延續銀行信貸或提供銀行服務及其他金融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。
- (4) 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 a customer writes cheques or deposits money or applies for credit or generally communicate verbally or in writing with the Bank, by means of documentation or telephone recording system or information obtained from credit reference agencies as the case may be. 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 (hereinafter referred to as "credit reference agencies")).

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或經信貸資料服務機構獲得客戶的資料,例如,當客戶開出支票或存款或申請信貸或在一般情況下以口頭或書面形式與本銀行溝通時,銀行亦會收集客戶的資料。 本銀行亦會向第三方(包括客戶因本銀行產品及服務的推廣以及申請本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」)接收個人資料)。

- (5) The purposes for which data relating to a customer may be used are as follows: 客戶的資料可被用作下列用途:
  - (i) considering and assessing the customer's application for the Bank's products and services; 考慮及評估客戶有關本行產品及服務的申請;
  - (ii) the daily operation of the services and credit facilities provided to customers;



Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability)

香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

為客戶提供服務和信貸融通所涉及的日常運作;

- (iii) conducting credit checks including without limitation 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; 進行信貸調查,包括但不限於客戶信貸申請及通常每年進行一次或以上的定期或特別信貸覆核;
- (iv) creating and maintaining the Bank's credit scoring and risk related models; 設立及維持本銀行的信貸評分模式和風險相關準則;
- (v) providing credit reference;

提供信用查詢備考;

(vi) assisting other financial institutions and credit providers in the Hong Kong Special Administrative Region approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts; 協助其他金融機構及在香港特別行政區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(以下簡稱「信貸提供者」)作信用檢查及追討債務;

(vii) ensuring ongoing credit worthiness of customers; 確保客戶持續維持可靠信用;

- (viii) designing and developing financial services or related products or credit facilities for customers' use; 設計及研發供客戶使用的金融服務或有關產品或信貸融通;
- (ix) marketing services, products and other subjects (please see further details in paragraph (8) below); 推廣服務、產品及其他標的(詳情請參閱以下第(8)段);
- (x) verifying the data/information provided by any other customer or third party; 核實任何其他客戶或第三方所提供的數據/資料;
- (xi) determining amounts owed to or by customers; 確定本銀行對客戶或客戶對本銀行的欠債金額;
- (xii) enforcing customers' obligations including without limitation collection of amounts outstanding from customers and those providing security for customers' obligations; 強制執行客戶應向本銀行履行之責任,包括但不限於向客戶及為客戶的責任提供抵押的人士追收欠款;
- (xiii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to Mega International Commercial Bank Co., Ltd. (incorporated in Taiwan) and any of its branches in any jurisdictions (hereinafter referred to as "Mega Bank") or that it is expected to comply according to: 履行根據下列適用於兆豐國際商業銀行股份有限公司(註冊於台灣)及其於任何司法管轄區之分行(以下簡稱「兆豐銀行」)被期望遵守的就披露及使用資料的義務、規定或安排:
  - (a) 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, and any subpoena, order for disclosure or similar orders issued by a court or law enforcement agency in any jurisdiction(s));
    - 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,以及任何司法管轄區的法院或執法機構發出的任何傳票、披露命令或類似命令);
  - (b) 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); and
    - 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);及
  - (c) 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 Mega 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;
    - 兆豐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;



Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability)

香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

(xiv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of Mega Bank, which including but not limited to its holding companies, subsidiaries, representative offices and affiliates, wherever situated (hereinafter referred to as "Mega Bank 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;

遵守兆豐銀行集團(包括但不限於兆豐銀行、其控股公司、子公司、代表辦事處及附屬成員,不論其所在地) (以下簡稱「兆豐銀行集團」)為符合制裁或預防或偵測洗錢、恐怖分子資金籌集活動或其他非法活動的任何 方案就於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;

(xv) 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

讓本銀行的實際或建議承讓人,或就本銀行對客戶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;

(xvi) comparing data of customers 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 customers;

與客戶或其他人士之資料比較以進行信貸調查,資料核實或以其他方法產生或核實資料,不論有關比較是否 為對該客戶採取不利之行動而進行;

(xvii) maintaining a credit history or otherwise, a record of customer (whether or not there exists any relationship between customer and the Bank) for present or future reference; and

作為維持客戶的信貸記錄或其他記錄,不論客戶與本銀行是否存在任何關係,以作現在或將來參考用;及

(xviii) purposes incidental, associated or relating thereto.

與上述有聯繫、有附帶性或有關的用途。

(6) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide and disclose (as defined in the Ordinance) such information to the following parties for the purposes set out in paragraph (5) above:-

本銀行會對其持有的客戶資料保密,但本銀行可就以上第(5)段列明的用途把該等資料提供及披露(如條例所定義的)予下列各方:

 (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services or any associated operations to the Bank in connection with the operation of its business;

就本銀行業務運作向本銀行提供行政、電訊、電腦、付款或證券結算或其他有關服務或與本銀行業務運作有 關聯的任何代理人、承辦商或第三方服務供應商;

(ii) any other person under a duty of confidentiality to the Bank, including Mega Bank and Mega Bank Group, which has undertaken to keep such information confidential;

任何對本銀行有保密責任的其他人士,包括承諾保密該等資料的兆豐銀行及兆豐銀行集團成員;

(iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

付款銀行向出票人提供已付款支票的副本(而其中可能載有關收款人的資料);

(iv) a person making any payment into the customer's account (by providing a copy of a deposit confirmation slip which may contain the name of the customer);

任何向客戶戶口存款的人士(在提供存款證明收據時,其中可能載有客戶的姓名);

(v) 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;

客戶因申請本銀行產品及服務而選擇接觸的第三方服務供應商;

(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; 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),以及在客戶欠帳時,則可將該等資料提供給追討欠款公司;

(vii) any person to whom Mega Bank is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to Mega 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 Mega Bank are expected to comply, or any disclosure pursuant to any contractual or other commitment of Mega 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



Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability)

香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future:

兆豐銀行根據對兆豐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兆豐銀行遵守的任何指引或指導,或根據兆豐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) 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

本銀行的任何實際或建議承讓人或就本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

- (a) Mega Bank and Mega Bank Group; 兆豐銀行及兆豐銀行集團成員;
- (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;

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;

- (c) third party reward, loyalty, co-branding and privileges programme providers; 第三方獎賞、年資獎勵、合作品牌及優惠計畫供應商;
- (e) charitable or non-profit making organisations; and 慈善或非牟利機構;及
- (f) 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, wherever situated) that Mega Bank or the Bank engages for the purposes set out in paragraph (5)(ix) above.

兆豐銀行或本銀行就以上第(5)(ix)段列明的用途而聘用的外判服務供應商(包括但不限於代寄郵件公司、電訊公司、電話銷售和直接促銷代理、電話服務中心、數據處理公司和資訊科技公司,不論其所在地)。

Such information may be transferred to a place outside the Hong Kong Special Administrative Region. 該等資料有可能被轉移至香港特別行政區境外。

(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 (if any), 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:

就客戶(不論以借款人、按揭人或擔保人身分,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(如適用),本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)以本銀行及/或代理人的名義提供予信貸資料服務機構:

(i) full name;

全名;

(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);

就每宗按揭的身分(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) Hong Kong Identity Card Number or travel document number;
  - 香港身分證號碼或旅遊證件號碼;

(iv) date of birth;

出生日期;

(v) correspondence address;

通訊地址;

- (vi) mortgage account number in respect of each mortgage; 就每宗按揭的按揭帳戶號碼;
- (vii) type of the facility in respect of each mortgage; 就每宗按揭的信貸種類;
- (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

就每宗按揭的按揭帳戶狀況〔如:生效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳〕;



Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability)

香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

(ix) if any, mortgage account closed date in respect of each mortgage. 就每宗按揭的按揭帳戶結束日期(如適用)。

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 the 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).

信貸資料服務機構將使用上述由本銀行提供的資料統計客戶(分別以借款人、按揭人或擔保人身分,及以客戶本 人單名或與其他人士聯名方式)不時於信貸提供者間持有的按揭宗數,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)。

Use of data in direct marketing

在直接促銷中使用資料

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:

本銀行擬把客戶資料用於直接促銷,而本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) 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;

本銀行可能把本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) the following classes of services, products and subjects may be marketed:

可用作促銷下列類別的服務、產品及促銷標的:

- (a) financial, insurance, credit card, banking and related services and products; 財務、保險、信用卡、銀行及相關服務及產品;
- (b) reward, loyalty or privileges programmes and related services and products; 獎賞、年資獎勵或優惠計劃及相關服務及產品;
- (c) services and products offered by Mega 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

兆豐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,視屬何情況而定);及

(d) donations and contributions for charitable and/or non-profit making purposes; 為慈善及/或非牟利用途的捐款及捐贈;

(iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:

上述服務、產品及促銷標的可能由本銀行及/或下列各方提供或(就捐款及捐贈而言)徵求:

(a) Mega Bank and Mega Bank Group Companies;

兆豐銀行與兆豐銀行集團成員;

(b) third party financial institutions, insurers, credit card companies, securities and investment services providers;

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;

- (c) third party reward, loyalty, co-branding or privileges programme providers; 第三方獎賞、年資獎勵、合作品牌或優惠計劃供應商;
- (d) co-branding partners of Mega Bank and Mega Bank 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

兆豐銀行與兆豐銀行集團成員之品牌合作夥伴(該等品牌合作夥伴的名稱會於有關服務及產品的申請 表格上列明, 視屬何情況而定);及

(e) charitable or non-profit making organisations;

慈善或非牟利機構;

(iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (8)(i) above to all or any of the persons described in paragraph (8)(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;

除由本銀行促銷上述服務、產品及促銷標的以外,本銀行亦擬將以上第(8)(i)段所述的資料提供予以上第(8)(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,而本銀行為此用途須獲



Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability)

香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

得客戶書面同意(包括表示不反對);

(v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (8)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (8)(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.

本銀行可能因如以上第(8)(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。如本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,本銀行會於以上第(8)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

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 writing to the Bank's Data Protection Officer at the address or fax number provided in paragraph (14).

如客戶不希望本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,客戶可以書面通知本銀行以行使其選擇權拒絕促銷,有關通知可向其地址或傳真號碼載列於第(14)段的本銀行之資料保護主任發出。

9) Transfer of personal data to customer's third party service providers using bank application programming interfaces (API)

使用本銀行應用程式介面(「API」)向客戶的第三方服務供應商轉移個人資料

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 using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

本銀行可根據客戶向本銀行或客戶使用之第三方服務供應商所發出的指示,使用本銀行的API向第三方服務供應商轉移客戶的資料,以作本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。

(10) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right: -

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,客戶有權:

- (i) to check whether the Bank holds data about him and of access to such data; 查核本銀行是否持有他的資料及查閱該等資料;
- (ii) to require the Bank to correct any data relating to him which is inaccurate; 要求本銀行改正任何有關他的不準確的資料;
- (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;

查明本銀行對於資料的政策及實務和獲告知本銀行持有的個人資料種類;

- (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 data access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and 要求獲告知哪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,以便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
- (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 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. 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)).

於悉數清償欠款而結束帳戶時,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任何帳戶資料(為免生疑問,包括任何帳戶還款資料),惟是項指示須於結束帳戶後5年內提出,而該帳戶在緊接結束之前5年內,並無拖欠還款超過60日的記錄。帳戶還款資料包括上次到期的還款額,上次報告期間(即緊接本銀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(如有者))。

(11) 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)(v) above) may be retained by credit reference agencies



Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan with limited liability)

香港九龍尖沙咀廣東道 21 號 海港城港威大廈保誠保險大樓 22 樓 2201 室 Suite 2201, 22/F, Prudential Tower The Gateway, Harbour City 21 Canton Road, Tsimshatsui, Kowloon Hong Kong Tel: (852) 2525 9687 Fax: (852) 2525 9014

until the expiry of 5 years from the date of final settlement of the amount in default.

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)(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5年。

- (12) 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 (10)(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 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 customer with evidence to the credit reference agency(ies), whichever is earlier.
  - 如客戶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)(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5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5年(以較早出現的情况為準)。
- (13) 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. 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。
- (14) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows: 任何關於查閱或改正資料,或索取關於本銀行的私隱政策及守則或所持有的資料種類的要求,應向下列人士提出:

Data Protection Officer		
資料保護主任		
Mega International Commercial Bank Co., Ltd., Hong Kong Branch (Incorporated in Taiwan with limited liability)		
Address 地址	Telephone 電話	(852) 2525-9687 ext 237
Suite 2201, 22/F, Prudential Tower, The Gateway, Harbour City,	Fax 傳真	(852) 2525-9014
21 Canton Road, Tsimshatsui, Kowloon, Hong Kong 香港九龍尖沙咀廣東道 21 號海港城港威大廈保誠保險大樓 22 樓 2201 室	Email 電郵	icbchkg@megaicbc.com
	Website 網址	http://www.megabank.com.tw/ abroad/hong-kong/zh-tw

- (15) 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).
  - 本銀行在考慮任何信貸申請時,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信貸報告,本銀行會提供有關信貸資料服務機構的聯絡詳情。
- (16) 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.
  - 本銀行在結束帳戶/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持有有關客戶的資料。
- (17) In case of discrepancies between the English and Chinese version of this Notice, the English version shall apply and prevail.
  - 本通告內之中英文文義如有歧異,概以英文本為準。
- (18) In case of discrepancies between the Ordinance and other regulations legislated outside the Hong Kong Special Administrative Region, the laws of the Hong Kong Special Administrative Region shall apply and prevail. 如條例之釋義與香港特別行政區境外法律產生歧異,概以香港特別行政區法律為準。

2024年01月05日修訂 Revised 05 Jan. 2024 2024年02月05日起生效 Effected from 05 Feb. 2024