

## Notice to Customers relating to Customers' Data

- (a) 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.
- (b) 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.
- (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 by the Bank or the recipient of such data are as follows :-
- (i) the daily operation of the services, including ATM cards services and credit facilities provided to customers;
  - (ii) conducting credit checks;
  - (iii) assisting other financial institutions, credit or charge card issuing companies and debt collection agents to conduct credit checks and collect debts;
  - (iv) ensuring ongoing credit worthiness of customers;
  - (v) designing financial services or related products for customers' use;
  - (vi) marketing services or products of the Bank and/or selected companies;
  - (vii) determining the amount of indebtedness owed to or by customers;
  - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (ix) 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;
  - (x) 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-participations;
  - (xi) conducting matching procedures;
  - (xii) creating and maintaining the Bank's credit scoring models; and
  - (xiii) 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) D.A.H. Hambros Bank (Channel Islands) Limited;
  - (ii) 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;
  - (iii) any branch, subsidiary, holding company, associated company or affiliate of the Bank;
  - (iv) 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;
  - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (vii) 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;
  - (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;
  - (ix) any insurance company or agent, broker, merchant or other business partners of the Bank;
  - (x) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
  - (xi) operators or participants of ATM terminals or Electronic Fund Transfer Point of Sale terminals through which a banking transaction may be effected; and
  - (xii) selected companies for the purpose of informing customers of services which the Bank believes will be of interest to customers.
- (f) Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (the "Ordinance"), the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or the HKMA or other regulatory bodies, any customer :-
- (i) has the right to check whether the Bank holds data about him and the right of access to such data;
  - (ii) has the right to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) has the right to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of data held by the Bank;
  - (iv) has the right, to request to be informed 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;
  - (v) (where applicable); has the right, upon termination of the account by full repayment and on condition that there has not been within 5 years immediately before account termination, any material default on the account, to instruct the Bank to request the credit reference agency to which the Bank has provided the data relating to the relevant account to delete from its database any account data relating to the terminated account; and
  - (vi) has the right to opt-out by withdrawing consent.
- (g) Where the Bank has provided credit to customer and the account is subsequently in default, unless the amount in default is fully repaid before the expiry of 60 days from the date of the default, the customer will be liable to have his account data retained by the relevant 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 the customer's discharge from bankruptcy as notified to the relevant credit reference agency, whichever is earlier.
- (h) The Bank may access the database of credit reference agencies for the purposes of credit review from time to time. 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 credit amount); or
  - (iii) the putting in place or the implementation of a scheme of arrangement with the customer.
- (i) 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.
- (j) 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 as follows :-
- The Data Protection Officer  
Dah Sing Bank, Limited  
GPO Box 333, Hong Kong  
Fax : 2511 8566
- (k) The expression "Customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). Credit means consumer and commercial credit (including Hire Purchase and Leasing) and the words credit data shall be construed accordingly. All references to one gender is a reference to all other genders and the singular includes the plural.
- (l) Nothing herein shall limit the right of any data subject under any industry code or under any Ordinance.

(The English version of this Notice shall prevail wherever there is a discrepancy between the English and Chinese versions.)