

Shanghai Commercial Bank Limited and its subsidiaries

Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance

This Circular is brought to the attention of various individuals including without limitations bank customers, individuals to whom services or products may be provided by the Group (as hereinafter defined), applicants for banking services and facilities, sureties and persons providing security or guarantee for credit facilities, as well as shareholders, directors, officers and managers of corporate customers or applicants and other contractual counterparties (“**Customers**”) so that Customers may have a better understanding of the rights under the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region (the “**Ordinance**”) and the reasons and necessities of providing personal data to Shanghai Commercial Bank Limited (the “**Bank**”) and/or its subsidiaries (collectively the “**Group**”). In this Circular, “**Bank Group Company**” means any subsidiary of the Bank, any direct or indirect holding company of the Bank, or any subsidiary, affiliate or associated entity of any such holding company.

- (A) From time to time, it is necessary for Customers to supply the Group with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking or other financial services or tenancy and property management services.
- (B) Failure to supply such data may result in the Group being unable to open or continue accounts or establish or continue banking facilities or provide banking or other financial services or tenancy and property management services.
- (C) It is also the case that data are collected from Customers in the ordinary course of the continuation of the business relationship, for example, when Customers write cheques, deposit money, repay indebtedness, use electronic banking services, conduct transactions in relation to securities, insurance or cards, generally communicate verbally or in writing with the Group, or otherwise carry out transactions as part of the Group’s services. The Group 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 Group’s products and services and in connection with the Customer’s application for the Group’s products and services.
- (D) Where applicable, the purposes for which data relating to a Customer may be used, processed, stored, transferred, disclosed and/or exchanged by the Group or any Bank Group Company (whether in the Hong Kong Special Administrative Region or elsewhere) are as follows: -
- (i) considering and assessing the Customer’s application for the products and services of the Group or any Bank Group Company;
 - (ii) the processing of applications for services and credit facilities;
 - (iii) the daily operation of the services and credit facilities provided to Customers, including for credit assessment, statistical or behaviour analysis, or creating and maintaining the credit scoring models of the Group or any Bank Group Company;
 - (iv) provision of reference;
 - (v) conducting credit and status checks (including without limitations upon applications for consumer credit and periodic or special reviews of such credit);
 - (vi) assisting other financial institutions, card issuers or credit reference agencies to conduct credit checks and collect debts;
 - (vii) maintaining application and credit history of Customers for internal reference, and ensuring ongoing credit worthiness of Customers;
 - (viii) researching, designing financial services or related products for Customers’ use;
 - (ix) marketing services, products and other subjects (in respect of which the Group may or may not be remunerated) (please see further details in Paragraph (G) below);
 - (x) determining the amount of indebtedness owed to or by Customers;
 - (xi) collection of amounts outstanding from Customers and those providing security for Customers’ obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches and offices or any Bank Group Company 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 and offices or any Bank Group Company 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;
 - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group or any Bank Group Company 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;
 - (xiv) enabling an actual or proposed assignee of the Group or any Bank Group Company, or participant or sub-participant of the rights of the Group or any Bank Group Company in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xv) the performance of procedures for comparing (whether by manual or automated means) the Customers’ data with other information supplied by the Customers (for whatever purposes), including without limitation, procedures undertaken for the purpose of taking adverse action against Customers;
 - (xvi) giving effect to the Customer’s orders relating to transactions or otherwise, and carrying out instructions of the Customer;
 - (xvii) providing services in connection with the accounts, whether the services are provided by or through, the Group, any Bank Group Company or any other person;
 - (xviii) exchanging information with merchants accepting credit cards issued by the Group and organizations with whom the Group provides affinity/co-branded/private label credit card services; and
 - (xix) all other incidental and associated purposes relating to any of the above.
- (E) Data held by the Group relating to a Customer will be kept confidential but the Group may provide such information to the following parties, where applicable, for the purposes set out in Paragraph (D): -
- (i) any agent, contractor, claim adjuster or third party service provider who provides administrative, data processing, financial information, telecommunications, computer, debt collection, technology outsourcing, payment or securities clearing, insurance or other services to the Group or any Bank Group Company in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Group including any Bank Group Company, a business partner or other merchant or affinity entity which has undertaken expressly or impliedly 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 products and services of the Group or any Bank Group Company;
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vi) any person to whom the Bank or any of its branches and offices or any Bank Group Company is under an obligation or otherwise required to make disclosure for public interest or under the requirements of any law, regulation or court order binding on or applying to the Bank or any of its branches and offices or any Bank Group Company or any disclosure under and for the purposes of any codes, guidelines, circulars or directions issued by any legal, regulatory, government, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches and offices or any Bank Group Company are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches and offices or any Bank Group Company 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 which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (vii) any actual or proposed assignee of the Group or any Bank Group Company or participant or sub-participant or transferee of the rights of the Group or any Bank Group Company in respect of the Customer;
 - (viii)
 - (1) any Bank Group Company;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners 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);
 - (5) charitable or non-profit making organizations; and
 - (6) 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 Group engages for the purposes set out in Paragraph (D)(viii);
 - (ix) any nominees in whose names securities or other assets may be registered or custodians who may hold securities or other assets;
 - (x) any person with whom the Group enters into or proposes to enter into a transaction on behalf or on account of the Customer, or persons representing the same;
 - (xi) any assignee, transferee, participant, sub-participant, delegate, successor or person to whom the securities account agreement is novated;
 - (xii) any person with the express or implied consent of the Customers; and
 - (xiii) any third party in connection with Paragraph (D)(x).
- Such information may be transferred to a place outside the Hong Kong Special Administration Region.
- (F) Customers’ data may be processed, stored and transferred or disclosed in and to another jurisdiction outside the Hong Kong Special Administrative Region as the Group or data recipient referred to in Paragraph (E) considers appropriate and necessary. Such data may also be processed, stored, released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders), codes, guidelines, circulars and directions issued by regulatory or other authorities in such jurisdiction.
- (G) The Group intends to use a Customer’s data in direct marketing and the Group requires the Customer’s consent (which includes an indication of no objection) for that

purpose. In this connection, please note that:

- (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 Group from time to time may be used by the Group in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Group'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 Group and/or:
 - (1) any Bank Group Company;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners 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 Group also intends to provide the data described in Paragraph (G)(i) above to all or any of the persons described in Paragraph (G)(iii) above for use by them in marketing those services, products and subjects, and the Group requires the Customer's written consent (which includes an indication of no objection) for that purpose;
- (v) The Group may receive money or other property in return for providing the data to the other persons in Paragraph (G)(iv) above and, when requesting the Customer's consent or no objection in Paragraph (G)(iv) above, the Group will inform the Customer if it will receive any money or other property in return for providing the data to the other persons.

If a Customer does not wish the Group 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 notifying the Group.

- (H) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued with revisions from time to time under the Ordinance: -

- (i) any relevant individual has the right:-
 - (1) to check whether the Group holds data about him and of access to such data;
 - (2) to require the Group to correct any data relating to him which is inaccurate;
 - (3) to ascertain the Group's policies and practices in relation to data and to be informed of the kind of personal data held by the Group;
 - (4) to be informed, upon request, about 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
 - (5) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Group to a credit reference agency, to instruct the Group 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 was there any default of payment in relation to the account, lasting in excess of 60 days within 5 years immediately before account termination (as determined by the Group). 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 Group to a 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)).
- (ii) where applicable, the Group may from time to time access the consumer credit data of an individual held by any credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the individual as borrower or to another person for whom the individual proposes to act or acts as mortgagor or guarantor or for the purpose of the reasonable monitoring of the indebtedness of the individual while there is currently a default by the individual as borrower, mortgagor or guarantor. In particular, the Group may from time to time access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Group in considering any of the following matters: -
 - (1) an increase in the credit amount;
 - (2) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
 - (3) the putting in place or the implementation of a scheme of arrangement with the individual Customer.
- (iii) in relation to consumer credit, in the event of any default in repayment, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days (as measured by the Group) from the date such default occurred, the individual Customer will be liable to have his/her account repayment data retained by any credit reference agency to which the Group has provided his/her data until the expiry of 5 years from the date of final settlement of the amount in default.
- (iv) 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 (H)(i)(5) above) may be retained by the credit reference agency, 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, whichever is earlier.

- (I) In relation to the mortgage applications received by the Group on or after 1 April 2011, of all the data which may be collected or held by the Group from time to time in connection with mortgages, the following data relating to the Customers (including any updated data of any of the following data) will be provided by the Group to the credit reference agency: -

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

The credit reference agency will use the above data supplied by the Group for the purposes of compiling a count of the number of mortgages from time to time held by the Customers, 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 database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance). For any account relating to a mortgage loan which already existed prior to 1 April 2011 and continues to exist after that date, the Group will not provide the above data to the credit reference agency unless (1) the prescribed consent of the Customer has been obtained for the disclosure; or (2) the repayment of such account reveal a currently outstanding material default.

- (J) The Group 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 Group will advise the contact details of the relevant credit reference agency.
- (K) In accordance with the terms of the Ordinance, the Group has the right to charge a reasonable fee for the processing of any data access request.
- (L) 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
Shanghai Commercial Bank Limited
GPO Box 139 Hong Kong
Fax: (852) 2525 2336

- (M) Customers may, at any time and without charges, choose not to receive our promotional material. Please contact the Group's staff for details when necessary.
- (N) Customers acknowledge that telephone calls with the Group's staff may be recorded and used as evidence by the Group without further notice.
- (O) Nothing in this Circular shall limit the rights of Customers under the Ordinance.
- (P) In the event of any inconsistency between the English and Chinese versions of this Circular, the English version shall prevail.
- (Q) This Circular as may be revised, amended or updated from time to time shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the Customer has entered into or intend to enter into with the Group.

上海商業銀行有限公司及其附屬公司
關於個人資料(私隱)條例致客戶及其他個別人士的通知

本通知之主要目的乃讓各人士，包括但不限於銀行客戶、本集團(定義如下)擬提供服務或產品的人士、銀行服務及信貸便利申請人、為信貸便利而提供抵押或擔保的擔保人、公司客戶或申請人的股東、董事、高級職員及管理人員及其他與本集團訂約的個人等(下簡稱「客戶」)更清楚明瞭其在香港特別行政區個人資料(私隱)條例(下簡稱「條例」)下可享之權益、及提供予上海商業銀行有限公司(下簡稱「本行」)及/或其附屬公司(下統稱「本集團」)其有關個人資料之需要及原因。在本通知內，「銀行集團公司」指本行的任何附屬公司、本行的任何直接或間接控股公司、或任何上述控股公司的任何附屬公司、聯屬公司或聯繫實體。

- (A) 客戶於開立或延續戶口、建立或延續銀行信貸、或本集團提供銀行服務或其他財務服務或租務及物業管理服務時，需不時向本集團提供有關資料。
- (B) 如客戶未能提供有關資料，可導致本集團無法開立或延續戶口、建立或延續銀行信貸、或提供銀行服務或其他財務服務或租務及物業管理服務。
- (C) 客戶與本集團在延續正常業務運作中(例如：當客戶開出支票、存款、償還負債、使用電子銀行服務、進行證券、保險或卡的交易時、在一般情況下以口頭或書面形式與本集團溝通時，或以其他方式進行作為本行所提供服務一部分的交易時)，本集團亦會收集客戶之資料。本集團亦會向第三方(包括客戶因本集團產品及服務的推廣以及申請本集團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。
- (D) 本集團或任何銀行集團公司可視乎情況不時將客戶之資料使用、處理、儲存、轉移、披露及/或交換(不論在香港特別行政區或其他地方)，以作下述用途：-
- (i) 考慮及評估客戶有關本集團或銀行集團公司產品及服務的申請；
 - (ii) 處理銀行服務及信貸便利之申請；
 - (iii) 提供服務及信貸便利給客戶之日常運作，包括作信貸評估、統計或行為分析、編制及維持本集團或任何銀行集團公司的信貸評分模式等；
 - (iv) 提供信用查詢備考書；
 - (v) 作信用及其他狀況檢查(包括但不限於個人信貸申請及定期或特別檢討該等信貸的情況下)；
 - (vi) 協助其他財務機構、卡發行人或信貸資料服務機構作信用檢查及追討債務；
 - (vii) 備存客戶之信貸申請及信用記錄作內部參考用途，及確保客戶維持可靠信用；
 - (viii) 研究、設計供客戶使用的財務服務或有關產品；
 - (ix) 推廣服務、產品及其他標的(本集團或會因而獲得酬勞)(詳情請參閱下述第(G)段)；
 - (x) 確定本集團對客戶或客戶對本集團之負債款額；
 - (xi) 向客戶及為客戶的責任提供抵押之人士追收欠款；
 - (xii) 履行根據下列適用於本行或其任何分行及辦公室或任何銀行集團公司被期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 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(例如稅務條例及其所有條款，當中包括有關自動交換財務帳戶資料事宜)；
 - (2) 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任何指引或指導，當中包括有關自動交換財務帳戶資料事宜)；
 - (3) 本行或其任何分行及辦公室或任何銀行集團公司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；
 - (xiii) 遵守本集團或任何銀行集團公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行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；
 - (xiv) 使本集團或任何銀行集團公司的實在或建議承讓人，或本集團或任何銀行集團公司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；
 - (xv) 執行將客戶之資料與客戶提供之其他資料比較(不論由人手或通過機器進行比較)的程序(不論比較之目的為何)，包括(但不限於)為採取針對客戶之不利行動而進行之程序；
 - (xvi) 落實客戶有關交易或其他事項的指令，及執行客戶的指示；
 - (xvii) 為帳戶提供服務，不論該等服務由本集團或任何銀行集團公司或任何其他人士提供，或透過本集團或任何銀行集團公司或任何其他人士提供；
 - (xviii) 與接受由本集團所發出之信用卡之商戶及獲得本集團提供聯營/合營/會員尊享信用卡服務之機構交換資料；及
 - (xix) 一切與上述有聯繫、有附帶性及有關之用途。
- (E) 本集團會對持有之客戶資料保密，惟可能會視乎情況將有關資料提供給下述各方作第(D)段列出的用途：-
- (i) 任何代理人、承包商、索償調查公司或向本集團或任何銀行集團公司提供行政、數據處理、財務、資訊、電訊、電腦、債務追討、科技外判、付款或證券結算、保險或其他與本集團業務運作有關的服務之第三方服務提供者；
 - (ii) 任何對本集團有保密責任的人，包括對本集團有保密資料明文或指示承諾之任何銀行集團公司、業務伙伴或其他商號或聯營機構；
 - (iii) 付款銀行向出票人提供已付款支票之副本(而其中可能載有關於收款人之資料)；
 - (iv) 客戶因申請本集團或任何銀行集團公司的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，而在客戶欠帳時，則可將該等資料提供給收數公司；
 - (vi) 本集團或任何銀行集團公司根據對本行或其任何分行及辦公室或任何銀行集團公司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本行或其任何分行及辦公室或任何銀行集團公司遵守的任何指引或指導，或根據本行或其任何分行及辦公室或任何銀行集團公司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；
 - (vii) 本集團或任何銀行集團公司之任何實在或建議承讓人、或就本集團或任何銀行集團公司對客戶的權利之參與人/附屬參與人/受讓人；
 - (viii)
 - (1) 任何銀行集團公司；
 - (2) 第三者金融機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (3) 第三者獎賞、忠誠、聯營及優惠計劃提供者；
 - (4) 本集團的聯營夥伴(聯營夥伴的名稱可在有關服務和產品的申請表格上找到)；
 - (5) 慈善或非牟利機構；及
 - (6) 本集團聘用的外部服務提供者(包括但不限於郵遞機構、電訊公司、電話銷售及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司)作第(D)(viii)段所列的用途；
 - (ix) 證券或其他資產登記於其名下的任何代理人，或者持有證券或其他資產的保管人；
 - (x) 本集團代表客戶或為客戶與之交易或擬與之交易的任何人士，或代表該等人士的人士；
 - (xi) 任何承讓人、受讓人、權利之參與人、附屬參與人、獲授權人、繼承人或證券帳戶協議經約務更替而承受該協議的權責的人士；
 - (xii) 任何得到客戶明確或暗示同意的人士；及
 - (xiii) 任何與第(D)(x)段有關人士。
- 該等資料可能被轉移至香港特別行政區境外。

- (F) 客戶資料或會在本集團或上述第(E)段所述之接收資料者認為適當及有需要的香港特別行政區以外的其他司法管轄區處理、儲存及轉移或披露，並或會根據該地的慣例、法律、法則及規定(包括任何政府行政措施及政令)、由該司法管轄區的監管機構或其他主管當局發出的守則、指引、通告及指示處理、儲存、發放或披露資料。
- (G) 本集團擬把客戶資料用於直接促銷，而本集團為該用途須獲得客戶同意(包括表示不反對)。就此，請注意：
- (i) 本集團可能把本集團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) 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務和產品；
 - (2) 獎賞、忠誠或優惠計劃及相關服務和產品；
 - (3) 由本集團聯營夥伴提供的服務和產品(該等聯營夥伴的名稱會於有關服務及產品(視情況而定)的申請表格上列明)；及
 - (4) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由本集團及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (1) 任何銀行集團公司；
 - (2) 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；
 - (3) 第三方獎賞、客戶或會員、聯營夥伴或優惠計劃供應商；
 - (4) 本集團之聯營夥伴(該等聯營夥伴的名稱會於有關服務及產品(視情況而定)的申請表格上列明)；及
 - (5) 慈善或非牟利機構；
 - (iv) 除由本集團促銷上述服務、產品及促銷標的以外，本集團亦擬將上述第(G)(i)段所述的資料提供予上述第(G)(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，而本集團為此用途須獲得客戶書面同意(包括表示不反對)；
 - (v) 本集團可能因如上述第(G)(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。如本集團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，本集團會於上述第(G)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望本集團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，客戶可通知本集團行使其選擇權拒絕促銷。

- (H) 根據條例中之條款及根據條例核准及發出並會不時作修訂的個人信貸資料實務守則：-
- (i) 任何有關個人有權：-
 - (1) 向本集團查核是否持有其個人資料及查閱該等資料；
 - (2) 要求本集團更正有關其個人不準確之資料；
 - (3) 查明本集團對個人資料之政策及慣例、及獲告知本集團持有之個人資料種類；
 - (4) 要求獲告知哪些資料通常會向信貸資料服務機構或收數公司披露，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱及改正資料要求；及
 - (5) 就本集團向信貸資料服務機構提供的任何帳戶資料(為免生疑問，包括任何帳戶還款資料)，於全數清還欠帳後結束帳戶時，指示本集團要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過 60 日的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間(即緊接本集團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))。
 - (ii) 本集團可不時因考慮批出個人信貸、檢討或續批現有個人信貸、或需對已有拖欠負債的人士作出合理監察等情況而向任何信貸資料服務機構查閱該等借款或提供按揭或擔保或將提供按揭或擔保的人士的個人信貸資料，尤其可因檢討現有個人信貸而查閱相關的個人信貸資料以協助本集團考慮下述事項：-
 - (1) 增加信貸額；
 - (2) 對信貸作出限制(包括取銷信貸或減低信貸額)；及
 - (3) 對有關個人安排或實行債務償還安排。
 - (iii) 如個人信貸出現拖欠情況，且未能於欠帳日起計六十天內還清欠款(以本集團計算為準)或已撇帳(因破產令導致撇帳除外)，有關帳戶還款資料將會保留於曾獲本集團提供該信貸安排資料的信貸資料服務機構，直至欠款悉數清償之日起計滿五年為止。
 - (iv) 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(定義見上述第(H)(i)(5)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五年，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五年(以較早出現的情況為準)。
- (I) 就本集團在 2011 年 4 月 1 日或以後收到的按揭申請，本集團不時就按揭收集或持有的所有資料當中，本集團會向信貸資料服務機構提供下述關於客戶的資料(包括其可能不時更新的任何資料)：-
- (i) 全名；
 - (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人及不論是以客戶單名或與其他人士聯名方式)；
 - (iii) 香港身分證號碼或旅遊證件號碼；
 - (iv) 出生日期；
 - (v) 通訊地址；
 - (vi) 就每宗按揭的按揭帳戶號碼；
 - (vii) 就每宗按揭的信貸種類；
 - (viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳)；及
 - (ix) 就每宗按揭的按揭帳戶結束日期(如適用)。

信貸資料服務機構將使用上述由本集團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)不時於香港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)。至於在 2011 年 4 月 1 日前已存在而在當日後繼續存在的任何與按揭貸款有關的帳戶，本集團不會向信貸資料服務機構提供上述資料，除非：(1)本集團就有關披露已取得客戶的訂明同意；或(2)該等帳戶的還款資料顯示目前尚有未償還的重要欠帳。

- (J) 本集團在批核信貸申請時，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信貸報告，可要求本集團提供有關信貸資料服務機構的聯絡詳情。
- (K) 根據條例的條款，本集團有權就處理任何查閱資料之要求收取合理費用。
- (L) 任何關於查閱或更正資料、索取關於個人資料政策及慣例或所持有的資料種類之要求，請向下列人士提出：-
- 上海商業銀行資料保護主任
香港郵政總局信箱 139 號
傳真：(852) 2525 2336
- (M) 客戶可隨時不再收取本集團之宣傳郵件，此項安排不另收費。如有需要，請向本集團職員查詢。
- (N) 客戶明白其與本集團職員的電話談話內容可能被錄音及用作證據，而本集團並不會再另行通知。
- (O) 本通知不會限制客戶在條例下所享有之權利。
- (P) 本通知的中英文版如有歧異，概以英文版為準。
- (Q) 本通知會由本集團不時修訂、更改或更新，並成為客戶與本集團或將與本集團訂定之所有合約、協議、信貸函、帳戶委託書及其他約束性安排之一部份。