

**Please read all of these Terms and Conditions carefully before browsing the information and articles contained in this WeChat Account.**

Release date of English Version: 24 Apr 2018

(Please note that a new clause, Clause 10.1, has been added to Section 10 'Governing version and variation of these Terms and Conditions' of the Chinese version of these Terms and Conditions)

This Hang Seng Hong Kong Personal Banking WeChat Account ("**Account**") is an Official Account opened by Hang Seng Bank Limited ( "**the Bank**" or "we", which includes our successors and assigns) on WeChat. By following our Account or browsing the content contained in the Account, you agree to (i) these Terms and Conditions; and (ii) the **Important Notice** and our **Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance** which are incorporated into these Terms and Conditions by reference.

1. Service charges, data charges (including roaming charges) and any other charges imposed by WeChat, your mobile service provider and any third parties may apply. You are responsible for these charges.
2. Licensed rights and restrictions
  1. The content contained in the Account is solely for your personal use.
  2. You shall not use the contents in the Account for any purpose which is unlawful, abusive, libelous, obscene, threatening or inappropriate in any other way.
3. Trade marks and copyright
  1. All trade marks, logos and service marks in the Account (including but not limited to "HANG SENG" and "恒生" trade marks) are owned by the Bank and you are prohibited from using them without our prior written consent.
  2. All contents in the Account (including any text, graphics, links and sounds) are protected by copyright. You are prohibited from modifying, reproducing, storing in a retrieval system, transmitting (in any form or by any means), copying, distributing, re-using, re-posting, reverse-engineering, decompiling, using for creating derivative works or in any other way for commercial or public purposes any part of such contents and related materials without our prior written consent.
4. Disclaimer
  1. While care has been taken in preparing the information and materials contained in the Account, such information and materials are provided to you on an "as is" or "as available" basis. We do not give any warranty or representation of any kind, whether express or implied. In particular, we do not give any warranty or representation regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus, Trojan horses, worms, software bombs or similar items ("**Disabling Codes**") in relation to the Account or any of the information and materials contained in the Account. You are solely responsible for ensuring adequate protection and back up of data and/or equipment for your mobile device, including taking reasonable and appropriate precautions. We are not

responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result of or in connection with any of the matters set out in this clause.

2. Information sent over the Internet cannot be guaranteed to be completely secure. We are not responsible for any loss, damage or expenses of any kind which you may incur or suffer as a result of or in connection with any delay, loss, diversion, interception, alteration or corruption of any message sent to or received from the Bank at your request, over the Internet. We are not responsible in any manner for any direct, indirect, special or consequential damages which you may incur or suffer arising from or in connection with the use of the Account.
  3. Communication over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or any other reason.
  4. The Account is opened at WeChat. The Bank cannot make any representation, guarantee, warranty or agreement of any kind as to the function, quality, security or applicability of WeChat. The Bank cannot warrant that there will be no interruption, delay or mutilation in browsing the Account or that there will be no leakage of any personal information, failure of transaction or information error caused by WeChat (such as any problem with its user platform). The Bank does not assume any liability or responsibility for any failure to browse the contents contained in the Account or any loss, damage or expenses of any kind which you may incur or suffer due to any factors beyond our reasonable control, including any equipment failure or malfunction, any act or omission of WeChat or any third parties, electricity suspension or lack of equipment, installation or facilities.
  5. Browsing and using this Account are subject to all applicable terms and policies prescribed by WeChat from time to time. Those terms and policies are the agreement between you and WeChat. The Bank does not have any control over WeChat. We do not assume any responsibility for any act or omission of WeChat (including but not limited to the collection, retention, use, transfer or processing of your personal information, your message or your content by WeChat, and the access and/ or use of your relevant equipment by WeChat).
  6. We are not obliged to notify you the applicable terms and policies prescribed by WeChat from time to time. You are required to ascertain and observe those terms and policies. The Bank has the right to amend these Terms and Conditions in accordance with those terms and policies.
5. Third party websites or resources
1. The Account may offer access to general financial and market information, news services, market analysis, product information and marketing materials prepared and/or issued by persons other than the Bank (together, "**Third Party Information**" ) and may provide reports compiled from Third Party Information in any form, medium or means. The Third Party Information may be provided in the Account or accessible via hyperlinks in the Account to third party websites or resources ("**Third Party Websites**"). The contents, accuracy, completeness, timeliness, opinions or views expressed, and other links provided via the Third Party Information or at these Third Party Websites are not investigated, verified, monitored, or endorsed by the Bank. The Bank expressly disclaims any responsibility for the contents, their

availability or errors or omission of Third Party Information found on the Account or any of the Third Party Websites that link to or from the Account.

2. You are solely responsible for making all enquiries and investigation before proceeding with any online or offline access or dealing with any person through the Third Party Websites. You understand and accept that all activities conducted by you via or in the Account are at your own risk. We do not warrant the security of any information that you may forward or provide to any person via the Third Party Websites. You irrevocably waive any claim against the Bank for any loss, damage or expenses which you may incur or suffer arising from or in connection with any access to or interaction with any of the Third Party Websites via the Account.
  3. Hyperlinks to other Hang Seng Bank Group websites or mobile applications ("**Group Websites and Applications**") may be included in the Account for your convenience. The products and services offered on the Group Websites and Applications may be limited to persons located or residing in a specified jurisdiction. In addition, the contents on the Group Websites and Applications may not be intended for persons located or residing in any jurisdiction that prohibits or restricts the distribution of such contents. The terms and conditions governing the use of the Group Websites and Applications offered by each Hang Seng Bank Group entity may differ. You should carefully read the terms and conditions applicable to each of the Group Websites and Applications before using or downloading them.
6. Your responsibilities
1. You are responsible for all claims, damages, liabilities, fees, charges, costs and expenses of any kind arising from:
    1. your use of the content contained in the Account;
    2. our reliance on the information provided by you for providing the Account; and
    3. any breach by you of these Terms and Conditions, any intellectual property or other right of the Bank or any other person.
  2. You are responsible for preventing, safeguarding and ensuring that no Disabling Code is uploaded, transmitted or installed onto or via the Account.
7. Fees and charges
1. Browsing the content contained in the Account is free of charge.
  2. The Bank reserves the right to charge any fees for browsing the content contained in the Account. Details will be announced through our branches, company website, the Account etc. three months before the fees are to be charged. No individual notice to you will be provided.
8. Termination
1. We have the right to terminate your licence to browse or use the content contained in the Account immediately without giving you notice or reason if:

1. you have seriously or persistently breached any of the terms of these Terms and Conditions; or
  2. we know or reasonably suspect you have committed or are about to commit fraud or any other illegal or improper act; or
  3. you are not eligible or entitled to browse the content contained in the Account for any reason; or
  4. if the Account is withdrawn by WeChat for any reason.
2. You may terminate your licence to browse or use the content contained in the Account at any time by deleting or stop following the Account.
9. Governing law and jurisdiction
1. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the HKSAR.
  2. You submit to the non-exclusive jurisdiction of the courts of the HKSAR.
  3. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.
10. Governing version and variation of these Terms and Conditions
1. The Chinese version of these Terms and Conditions is for reference purpose only. In case of discrepancies between the English and Chinese versions, the English version shall prevail.
  2. We have the right to vary the provisions of these Terms and Conditions and/or the Important Notice and/or our Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance from time to time and notify you of the variations in the Account. You are required to notice, read and accept the variations before continuing to browse the content contained in the Account. If you do not accept the variations, you should cease to follow the Account. By continuing to follow or browse the Account, you agree to be bound by these terms as revised.

## **Important Notice, Disclaimer and Risk Warning**

### **Important Notice**

By following this Account you agree to the terms and policy statement set out below and by continuing to browse the content contained in this Account following the posting of any changes to these terms will signify your consent to the changes made.

### **General**

This Account is primarily intended for those who browse it from within Hong Kong. Products and services referred to in this Account are offered only in jurisdictions where and when they may be lawfully offered by the Hang Seng Bank Group ("the Bank" or "we"). This Account and the contents in this Account are not intended for

any persons located or residing in any jurisdiction which prohibits or restricts the distribution of this Account and/or its content. Persons browsing the content contained in this Account are required to investigate themselves and observe any applicable restrictions.

The content contained in this Account is not and should not be regarded as an offer, solicitation, or recommendation to any person in a jurisdiction to buy or sell investment products to or take deposits from that person if it is unlawful to make such an invitation, offer, solicitation or recommendation in that jurisdiction.

The information contained in this Account is not and is not intended to provide investment or other professional advice. Persons browsing and using the content contained in the Account should obtain advice from their own professional adviser as appropriate.

The Bank has discretion whether or not to provide any information, products or services described in this Account to any person. Any information, products or services described in this Account may be withdrawn or amended at any time without advance notice at the discretion of the Bank.

## Security reminder

The Bank maintains strict security standards and procedures to prevent unauthorised access to information about you. The Bank will never contact you by WeChat message, email or other means and ask you to provide or validate your personal information such as your user ID, account number or password. If you receive such a request, you should contact the Bank at 2822 0228. Please communicate with the Bank through our official website domain address ([www.hangseng.com](http://www.hangseng.com)) and not through any hyperlink embedded in any e-mail.

You should never disclose any personal data which may enable your identity to be directly or indirectly ascertained, including but not limited to account number, internet username, PIN, password or identity card number, in the conversation bar of this Account.

Please also refer to our [security reminders](#) which may be updated from time to time.

## Privacy Policy Statement

Our business has been built on the trust and confidence our customers place in us. To preserve the confidentiality of all information you provide to us, we maintain the following privacy principles:

1. We only collect your personal information that we believe to be relevant and required to understand your financial needs and to conduct our business.
2. We use your personal information to provide you with better services and products.
3. We may pass your personal information to other HSBC Group companies or agents, as permitted by law.
4. We will not disclose your personal information to any external organisation unless we have your consent or are required by law or have previously informed you.

5. We may be required, from time to time, to disclose your personal information to Governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority.
6. We aim to keep your personal information on our records accurate and up-to-date.
7. We maintain strict security systems designed to prevent unauthorised access to your personal information by anyone, including our staff.
8. All HSBC Group companies, all our staff and all third parties with permitted access to your personal information are specifically required to observe our confidentiality obligations.

By maintaining our commitment to these privacy principles, we will ensure that we respect the inherent trust that you place in us.

In addition to our duty of confidentiality to customers, we shall at all times observe our obligations under the Personal Data (Privacy) Ordinance of the Hong Kong SAR in collecting, maintaining and using the personal data of customers.

If you do not wish us to use or provide to other persons your personal data for use in direct marketing, you may exercise your opt-out right by notifying us.

This Account will not store information about your personalized settings, but WeChat may collect or store your information. Please refer to WeChat's "Privacy Policy" or reach WeChat for more details.

## Contact Us

Request for access to your personal data or for correction of your personal data or for information regarding our policies and practices on personal data and the kinds of personal data held by us should be addressed to:

Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong SAR  
Fax : (852) 2868 4042

## Disclaimer

Information and services provided in this Account are offered only to Hong Kong residents. All information and services provided herein are solely for personal and non-commercial use and for general information and reference only. Re-distribution of any part by any means is strictly prohibited. The information provided in this Account does not intend to and should not be regarded as an offer, solicitation or recommendation to buy or sell investment products in any jurisdiction to any person to whom it is unlawful to make such an invitation, offer, solicitation or recommendation in such jurisdictions. General financial and market information, news services and market analysis prepared and/or issued by persons other than the Bank and/ or the Bank

(together "Market Information" ) contained herein does not intend to and should not be regarded as an offer or solicitation or recommendation to buy or sell any investment products. The information contained herein is for general information and reference purposes only and is not intended to provide professional investment or other advice. It is not intended to form the basis of any investment decision. Persons browsing the content contained in this Account should not make any investment decision based solely on the information and services provided herein. Before making any investment decision, persons browsing the content contained in this Account should take into account his/her own circumstances including but not limited to his/her financial situation, investment experience and investment objectives, and should understand the nature, terms and risks of the relevant investment products. Persons browsing the content contained in this Account should obtain appropriate professional advice where necessary. Hang Seng Bank Limited (the "Bank") does not guarantee the accuracy and reliability of the Third Party Information and Market Information provided herein and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omission.

## About Market Information

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The securities or investments referred to in the documents or videos may not be suitable for all investors. No consideration has been given to any particular investment objectives or experience, financial situation or other needs of any recipient. Accordingly, no representation or recommendation is made and no liability is accepted with regard to the suitability or appropriateness of any of the securities and/or investments referred to herein for any particular person's circumstances. Investors must make investment decisions in light of their own investment objectives, financial position and particular needs and where necessary consult their own professional advisers before making any investment. The documents or videos are not intended to provide any professional advice and should not be relied upon in that regard.

Investment involves risks. Investors should note that value of securities and investments can go down as well as up and past performance is not necessarily indicative of future performance. Foreign investments carry additional risks not generally associated with investments in the domestic market, including but not limited to adverse changes in currency rate, foreign laws and regulations. The documents or videos do not and are not intended to identify any or all of the risks that may be involved in the securities or investments referred to herein. Investors should read and fully understand all the offering documents relating to such securities or investments and all the risk disclosure statements and risk warnings therein before making any investment decisions.

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## **Risk Warning**

All investments involve risks. Prices of securities, foreign exchange, commodity and investment products may go up or down and may become valueless. Investors should read the relevant risk disclosure statement, offering/product document and terms and conditions in detail before making any investment decision.



## Currency Risk

Foreign Exchange involves Exchange Rate Risk. Fluctuations in the exchange rate of a foreign currency may result in gains or losses in the event that the customer converts HKD to foreign currency or vice versa.

## RMB Currency Risk

Renminbi ( "RMB" ) is subject to exchange rate risk. Fluctuation in the exchange rate of RMB may result in losses in the event that the customer subsequently converts RMB into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. RMB is currently not freely convertible and conversion of RMB may be subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice). The actual conversion arrangement will depend on the policy, regulatory requirements and/or restrictions prevailing at the relevant time.

## Hang Seng Bank Limited (the "Bank" )

### \* Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance" )

1. 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, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer' s relationship with the Bank) (collectively "data subjects" ) to supply the Bank with data in connection with various matters such as 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 laws, guidelines or requests issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, and (iii) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ( "HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "member of the HSBC Group" has the same meaning).

4. The purposes for which data may be used are as follows:
- (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
  - (ii) 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;
  - (iii) creating and maintaining the Bank's credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of data subjects;
  - (vi) designing banking/financial services or related products for data subjects' use;
  - (vii) marketing services, products and other subjects (please see further details in paragraph 7 below);
  - (viii) determining the amount of indebtedness owed to or by data subjects;
  - (ix) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - (x) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ( "**Hong Kong**" ) existing currently and in the future ( "**Laws**" ) (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (b) any guidelines, guidance or requests 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 Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**" ) that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
    - (d) any agreement or treaty between Authorities;
  - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or 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;
- (xiii) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
  - (xiv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank' s rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xv) exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant" ) and co-branding partners;
  - (xvi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and(xvii) purposes relating thereto.
5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - (ii) any 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 (including their employees, directors and officers); (iii) any Authorities;
  - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group 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) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer' s account;
  - (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(x), 4(xi) or 4(xii);
  - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank' s rights in respect of the data subject;
  - (x) any card acquirer of a merchant; and
  - (xi) (a) any member of the HSBC Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;

- (d) co-branding partners of the Bank and/or any member of the HSBC 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);
- (e) charitable or non-profit making organisations; and
- (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) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

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

6. With respect to data in connection with mortgages applied by a data subject (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 April 2011, the following data relating to the data subject (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 a credit reference agency:
- (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 or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address or registered office 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 Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, 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 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).

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

The Bank intends to use a 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 note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a 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:
  - (a) financial, insurance, credit card, banking and related services and products;

- (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC 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
  - (d) 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:
- (a) any member of the HSBC Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any member of the HSBC 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
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank 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.

**If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.**

8. 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 data subject 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 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 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 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)).

9. 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 8 (v) above) 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.
10. 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 8 (v) 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 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 credit reference agency, whichever is earlier.
11. 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.
12. 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:  
Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong  
Fax: (852) 2868 4042
13. The Bank may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in December 2016)

\* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to:

[https://bank.hangseng.com/1/PA\\_1\\_2\\_S5/content/pws/common/pdfs/notice\\_e\\_2013.pdf](https://bank.hangseng.com/1/PA_1_2_S5/content/pws/common/pdfs/notice_e_2013.pdf)