



**招商銀行股份有限公司，香港分行（“銀行”）
關於個人資料（私隱）條例（“條例”）致客戶的通知**

- (a) 就開立或延續賬戶、設立或延續銀行信貸或銀行所提供的服務，客戶需要不時向本行提供有關的資料。
- (b) 若未能向銀行提供該等資料，可能會導致本行無法開立或延續賬戶或設立或延續銀行信貸或提供銀行服務。
- (c) 就持續正常銀行及客戶關係，例如，當客戶開出支票或存款時，銀行亦會收集客戶的資料。
- (d) 客戶的資料可被用作下列用途：-
- (i) 為客戶提供服務和信貸融通所涉及的日常運作；
 - (ii) 於客戶申請信貸時及於每年（通常一次或多於一次）的定期或特別信貸覆核時，進行信用檢查；
 - (iii) 設立及維持本行的信貸評分模式；
 - (iv) 協助其他金融機構進行信用檢查及追討欠債；
 - (v) 確保客戶持續維持可靠信用；
 - (vi) 設計供客戶使用的金融服務或有關產品；
 - (vii) 推廣服務、產品及其他標的（詳情請參閱以下（g）段）；
 - (viii) 確定本行對客戶或客戶對本行的欠債金額；
 - (ix) 向客戶及為客戶債務提供抵押的人士追討欠款；
 - (x) 履行根據下列適用於本行或其任何分行或本行或其任何分行被期望遵守的就披露及使用資料的義務、規定或安排：
 - (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；
 - (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；
 - (3) 本行或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xi) 遵守本行集團為符合制裁或預防或偵測清洗黑錢、恐怖份子融資活動或其他非法活動的任何方案就於本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；
 - (xii) 讓本行的實際或建議承讓人，或就本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；及
 - (xiii) 與上述有關的用途。
- (e) 本行持有的客戶資料將予以保密，但本行可就以上（d）段列明的用途把該等資料提供予下列各方：-
- (i) 就本行業務運作向本行提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商；
 - (ii) 任何對本行負有保密責任的其他人士，包括承諾保密該等資料的本行集團成員公司；
 - (iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有收款人的資料）；
 - (iv) 信貸資料服務機構，以及在客戶欠賬時，則可將該等資料提供給追討欠款公司；
 - (v) 本行或其任何分行根據對本行或其任何分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本行或其任何分行遵守的任何指引或指導，或根據本行或其任何分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；
 - (vi) 本行的任何實際或建議承讓人或就本行對客戶享有的權利的參與人或附屬參與人或受讓人；及
 - (vii)
 - (1) 本行集團成員公司；
 - (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、合作品牌及優惠計劃供應商；
 - (4) 本行及本行集團成員公司之合作品牌夥伴（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）；
 - (5) 慈善或非牟利機構；及
 - (6) 就以上（d）（vii）段列明的用途而被本行任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。
- 該等資料可能被轉移至香港境外。
- (f) 就客戶（不論以借款人、按揭人或擔保人身份，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，本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）以本行及 / 或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
 - (ii) 就每宗按揭的身份（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) 香港身份證號碼或旅遊證件號碼；
 - (iv) 出生日期；
 - (v) 通訊地址；
 - (vi) 就每宗按揭的按揭賬戶號碼；
 - (vii) 就每宗按揭的信貸種類；
 - (viii) 就每宗按揭的按揭賬戶狀況（如有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
 - (ix) 就每宗按揭的按揭賬戶結束日期（如適用）。
- 信貸資料服務機構將使用上述由本行提供的資料統計客戶（分別以借款人、按揭人或擔保人身份，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）。
- (g) **在直接促銷中使用資料**
- 本行擬把客戶資料用於直接促銷，而本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) 本行可能把本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) 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、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (3) 本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）；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行及 / 或下列各方提供或 (就捐款及捐贈而言) 徵求：
- (1) 本行集團成員公司；
 - (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、合作品牌或優惠計劃供應商；
 - (4) 本行及本行集團成員公司之合作品牌夥伴 (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)；及
 - (5) 慈善或非牟利機構；
- (iv) 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上 (g) (i) 段所述的資料提供予以上 (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，而本行為此用途須獲得客戶書面同意 (包括表示不反對)；
- (v) 本行可能因如以上 (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，本行會於以上 (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，客戶可通知本行行使其選擇權拒絕促銷。

- (h) 根據條例的條款及個人信貸資料實務守則，任何客戶有權：-
- (i) 查閱本行有否持有其資料及查閱該等資料；
 - (ii) 要求本行改正任何有關其不準確的資料；
 - (iii) 查明本行對於資料的政策及實務及獲告知本行持有的個人資料的種類；
 - (iv) 要求獲告知那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，藉以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) 就本行向信貸資料服務機構提供的任何賬戶資料 (為免生疑問，包括任何賬戶還款資料)，於全數清還欠賬後結束賬戶時，指示本行要求信貸資料服務機構自其資料庫中刪除該等賬戶資料，但指示必須於賬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。賬戶還款資料包括上次到期的還款額，上次報告期間 (即緊接本行上次向信貸資料服務機構提供賬戶資料前不多於 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))。
- (i) 如賬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賬 (因破產令導致撇賬除外)，否則賬戶還款資料 (定義見以上 (h) (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五年。
- (j) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過 60 日的還款，該賬戶還款資料 (定義見以上 (h) (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)。
- (k) 根據條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。
- (l) 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：-

資料保護主任

招商銀行股份有限公司，香港分行
香港中環夏慤道十二號美國銀行中心二十一樓
電話：(852) 3118 8888
傳真：(852) 3111 0801

- (m) 本行或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申請。若客戶有意索取有關信貸報告，本行會提供有關信貸資料服務機構的聯絡詳情。
- (n) 本通知不會限制客戶在個人資料 (私隱) 條例下所享有的權利。

二零一三年二月

拒收要求處理表格 - 適用於招商銀行股份有限公司，香港分行客戶

致：招商銀行股份有限公司，香港分行
香港中環夏慤道十二號美國銀行中心二十一樓

本人不欲收到貴行經以下渠道發出的營銷資料*：

直銷郵件 電話短訊 電子推廣郵件 電話 傳真

以上所有渠道

姓名：_____ 賬戶號碼：_____

客戶簽署：_____ 日期：_____

* 如閣下未在任何方格內勾選以顯示閣下的選擇，我行將視作閣下選擇“以上所有渠道”。



**China Merchants Bank Co., Ltd. Hong Kong Branch (the “Bank”)
Notice to Customers relating to the Personal Data
(Privacy) Ordinance (the “Ordinance”)**

- (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 are as follows: -
- (i) the daily operation of the services and credit facilities provided to customers;
 - (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 customers;
 - (vi) designing financial services or related products for customers’ use;
 - (vii) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (viii) determining amounts owed to or by customers;
 - (ix) collection of amounts outstanding from customers and those providing security for customers’ obligations;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (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;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank 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;
 - (xii) 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
 - (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) above: -
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (v) any person to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, 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 the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches 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;
 - (vi) 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
 - (vii)
 - (1) the Bank’s group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and the Bank’s group companies (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 organisations; 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 Bank engages for the purposes set out in paragraph (d)(vii) above.
- Such information may be transferred to a place outside Hong Kong.
- (f) 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, 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 a 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 Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, 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).
- (g) USE OF DATA IN DIRECT MARKETING**
- 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:
- (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;

- (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 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
 - (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 Bank and/or:
 - (1) the Bank's group companies;
 - (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 Bank and the Bank's group companies (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 organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank 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 Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;
- (v) The Bank 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 as described in paragraph (g)(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.

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 notifying the Bank.

- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right: -
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to 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)).
- (i) 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 (h)(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.
- (j) 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)(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 customer with evidence to the credit reference agency, whichever is earlier.
- (k) 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.
- (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 is as follows: -

The Data Protection officer
China Merchants Bank Co., Ltd. Hong Kong Branch
21/F, Bank of America Tower, 12 Harcourt Road,
Central, Hong Kong
Telephone: (852) 3118 8888
Fax: (852) 3111 0801

- (m) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (n) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

Feb 2013

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 Opt-out Processing Request for Customers of China Merchants Bank Co., Ltd. Hong Kong Branch

To: China Merchants Bank Co., Ltd. Hong Kong Branch
 21/F, Bank of America Tower, 12 Harcourt Road,
 Central, Hong Kong

I do not wish to receive any direct marketing promotions from the Bank via the following channel(s) * :

- Direct Mail
 SMS
 Email
 Telephone
 Fax
 All of the above channels

Name: _____ Account Number: _____

Signature: _____ Date: _____

* If you do not indicate your choice by ticking any of the above check boxes, you are deemed to select "All of the above channels".