



**PERSONAL DATA PRIVACY POLICY STATEMENT (“Statement”) relating to
PERSONAL DATA (PRIVACY) ORDINANCE (CAP.486) (“PDPO”)**

- (1) It is necessary for the client (“Client”) of Taipei Fubon Commercial Bank Co., Ltd (“TFB”) to supply personal data (as defined under the PDPO) and any personal information belonging to the Client (collectively “Data”) to TFB.
- (2) For the purposes of this Statement, “Data” (i) in the case of individual account holders, joint account holders or sole proprietor, includes personal data and personal information relating to the relevant individual concerned; (ii) in the case of a partnership, includes personal data and personal information relating to each partner of the partnership; and (iii) in the case of a legal entity, includes personal data and personal information relating to any individual director, shareholder, officer or manager which has been provided to TFB. “TFB Group” means all and/or any of TFB’s subsidiaries and/or holding companies and/or subsidiaries of such holding companies and /or branches of TFB, within and/or outside Hong Kong.
- (3) The Client shall provide all such Data as shall be reasonably requested by TFB in connection with the opening, operation, maintenance or closing of the Client’s account (the “Account”) (whether current, savings, fixed deposit, loan (including, without limitation, mortgage loan), investment account or otherwise) with TFB and/or using the related service provided by TFB (“Service”), and any failure to do so may result in TFB being unable to open or continue the Account, or to effect transactions under the Account and/or to provide the Service to the Client.
- (4) It is also the case that Data are collected from the Client in the ordinary course of the continuation of the banking relationship, for example, when the Client writes cheques or deposits money. TFB will also collect Data relating to the Client from third parties, including third party service providers with whom the Client interacts in connection with the marketing of TFB’s products and services and in connection with the Client’s application for TFB’s products and services (including receiving Data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (“Credit Reference Agencies”)).
- (5) The purposes for which Data collected by TFB may be used are as follows: -
 - (i) processing, considering and assessing the Client’s application for TFB’s products and services;
 - (ii) the daily operation of the services and credit facilities provided to the Client;
 - (iii) 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;
 - (iv) creating and maintaining TFB’s credit scoring models;
 - (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (“Credit Providers”) to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of the Client;
 - (vii) designing financial services or related products for the Client’s use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (8) below);
 - (ix) determining amounts owed to or by the Client;
 - (x) enforcement of the Client’s obligations, including without limitation the collection of amounts outstanding from the Client and those providing security for the Client’s obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using Data that apply to TFB or TFB Group or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and



- (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on TFB or TFB Group 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;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing Data and information within the group of TFB 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;
 - (xiii) enabling an actual or proposed assignee of TFB, or participant or sub-participant of TFB's rights in respect of the Client to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (xiv) any other purposes relating thereto.
- (6) Data held by TFB relating to a Client will be kept confidential but TFB may provide such information to the following parties for the purposes set out in paragraph (5) above: -
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to TFB in connection with the operation of its business, which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (ii) any other person under a duty of confidentiality to TFB including any members of TFB Group 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) third party service providers with whom the Client has chosen to interact with in connection with the Client's application for TFB's products and services;
 - (v) Credit Reference Agencies (including the operator of any centralized database used by Credit Reference Agencies), and, in the event of default, to debt collection agencies;
 - (vi) any person to whom TFB or any members of TFB Group is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to TFB or any members of TFB Group, 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 TFB or any of members of TFB Group are expected to comply, or any disclosure pursuant to any contractual or other commitment of TFB or any of members of TFB Group 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 TFB or participant or sub-participant or transferee of TFB's rights in respect of the Client; and
 - (viii) (a) TFB Group's members;
(b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(c) third party reward, loyalty, co-branding and privileges programme providers;
(d) co-branding partners of TFB and any member of TFB 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 TFB engages for the purposes set out in paragraph (5)(viii) above.

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

- (7) With respect to Data in connection with mortgages applied by a Client (whether as a borrower, mortgagor or guarantor and whether in the Client's sole name or in joint names with others) on or after 1 April 2011, the following Data relating to the Client (including any updated data of any of the following data from time to time) may be provided by TFB, on its own behalf and/or as agent, to Credit Reference Agencies:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Client'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.

Credit Reference Agencies will use the above Data supplied by TFB for the purposes of compiling a count of the number of mortgages from time to time held by the Client with Credit Providers, as borrower, mortgagor or guarantor respectively and whether in the Client's sole name or in joint names with others, for sharing in the consumer credit databases of Credit Reference Agencies by Credit Providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the PDPO).

(8) Use of Data in Direct Marketing

TFB intends to use a Client's Data in direct marketing and TFB requires the Client'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 Client held by TFB from time to time may be used by TFB 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 TFB'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
 - (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 TFB and/or:
 - (a) any member of TFB 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;
 - (d) co-branding partners of TFB and any members of TFB 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, TFB also intends to provide Data described in paragraph (8)(i) above to all or any of the persons described in paragraph (8)(iii) above for use by them in marketing those services, products and subjects, and TFB requires the Client's written consent (which includes an indication of no objection) for that purpose;
- (v) TFB may receive money or other property in return for providing the data to the other persons in paragraph (8)(iv) above and, when requesting the Client's consent or no objection as described in paragraph (8)(iv) above, TFB will inform the Client if it will receive any money or other property in return for providing the data to the other persons.

If the Client does not wish TFB to use or provide to other persons the Client's Data for use in direct marketing as described above, the Client may exercise his/her opt-out right by notifying TFB.

(9) Transfer of Data to Client's third party service providers using bank application programming Interfaces ("API")

TFB may, in accordance with the Client's instructions to TFB or third party service providers engaged by the Client, transfer Data to third party service providers using TFB's API for the purposes notified to the Client by TFB or third party service providers and/or as consented to by the Client in accordance with the PDPO.

(10) Under and in accordance with the terms of the PDPO and the code of practice on consumer credit data issued by the Privacy Commissioner for Data in the exercise of the powers conferred on the Client under the PDPO, the Client have the right: -

- (i) to check whether TFB holds Data about the Client and of access to such data;
- (ii) to require TFB to correct any Data relating to the Client which is inaccurate;
- (iii) to ascertain TFB's policies and practices in relation to Data and to be informed of the kind of Data held by TFB;



- (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 Data (including, for the avoidance of doubt, any Account repayment data) which has been provided by TFB to a credit reference agency, to instruct TFB upon termination of an Account by full repayment to make a request to the credit reference agency to delete such Data from its database, as long as the instruction is given within five years of termination and at no time did the Account have a default of payment lasting in excess of 60 days within 5 years immediately before Account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by TFB 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)).
- (11) In the event of any default of payment relating to an Account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (10)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (12) In the event any amount in an Account is written-off due to a bankruptcy order being made against the Client, the account repayment data (as defined in paragraph (10)(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 Client with evidence to the credit reference agency, whichever is earlier.
- (13) The Hong Kong Investor Identification Regime and the Over-the-counter Securities Transactions Reporting Regime**
- (i) The Client acknowledges and agrees that TFB may collect, store, process, use, disclose and transfer Data relating to the Client (including the Client's identification information ("CID") and Broker-to-Client Assigned Number ("BCAN") that is unique to the Client) as required for TFB to provide services to the Client in relation to securities listed or traded on the Stock Exchange of Hong Kong Limited ("SEHK") and for complying with the rules and requirements of the SEHK and the Securities and Futures Commission ("SFC") in effect from time to time. Without limiting the foregoing, this includes:
- (a) disclosing and transferring the Client's Data (including CID and BCAN(s)) to the SEHK and/or the SFC in accordance with the rules and requirements of SEHK and the SFC in effect from time to time;
- (b) allowing the SEHK to (i) collect, store, process and use the Client's Data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the Rules of the Exchange of SEHK; and (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight; and
- (c) allowing the SFC to (i) collect, store, process and use the Client's Data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements.
- (ii) The Client also agrees that despite any subsequent purported withdrawal of consent by the Client, the Client's Data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.
- (iii) The Client further acknowledges and agrees that failure to provide TFB with the Client's Data or consent as described above may mean that TFB will not, or will no longer be able to, as the case may be, carry out the Client's trading instructions or provide the Client with securities-related services (other than to sell, transfer out or withdraw the Client's existing holdings of securities, if any).
- (14) The Client has the right to request a copy of such Data and may request the correction of Data if required. Any such request shall be addressed to the Data Protection Officer as follows:
- Attention:** Data Protection Officer
Address: Taipei Fubon Commercial Bank Co., Ltd. Hong Kong Branch, 16/F, K11 Atelier, Victoria Dockside, 18 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong
Telephone: (852) 28227700
Facsimile: (852) 28104483
- (15) In accordance with the terms of the PDPO, TFB has the right to charge a reasonable fee for the processing of any data access request.



台北富邦銀行
Taipei Fubon Bank

香港分行 / Hong Kong Branch

- (16) TFB may have obtained a credit report of the Client from a credit reference agency in considering any application for credit. In the event the Client wishes to access the credit report, TFB will advise the contact details of the relevant credit reference agency.
- (17) Nothing in this notice shall limit the rights of the Client under the PDPO.

Date: April 2023

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.



關於《個人資料（私隱）條例》（第486章）（下稱「私隱條例」）的

個人資料私隱政策聲明（下稱「聲明」）

- (1) 台北富邦商業銀行股份有限公司（下稱「TFB」）可不時要求其客戶提供其個人資料（按私隱條例之釋義）及任何屬於客戶的個人資訊（以下統稱「該資料」）。
- (2) 在本聲明中，「該資料」：(i) 就個人賬戶持有人、聯名賬戶持有人或獨資經營者而言，包括個人資料及任何與客戶相關的個人資料及個人資訊；(ii) 就合夥而言，包括各合夥人之個人資料及個人資訊；及任何與各合夥人相關的個人資料及個人資訊；及 (iii) 就公司實體而言，包括個人董事、股東、行政人員或經理之個人資料及個人資訊；及任何與該等人士相關的個人資料及個人資訊。「TFB集團」意指全部及/或任何香港境內及/或境外TFB之附屬公司及/或控股公司及/或該等控股公司之附屬公司及/或TFB分行。
- (3) 在TFB合理地要求客戶就在TFB開立或延續賬戶、設立銀行賬戶（下稱「賬戶」）（無論是活期存款、儲蓄存款、定期存款、貸款（包括但不限於按揭貸款）、投資賬戶或其他戶口）及/或使用TFB所提供的銀行服務時（下稱「該服務」）提供該資料，否則可能導致TFB無法為客戶開立或保持賬戶或為其賬戶執行任何交易及/或使用該服務。
- (4) TFB亦會就持續正常的銀行及客戶關係（例如：當客戶開出支票或存款時），收集該資料。TFB亦會向第三方（包括客戶因TFB產品及服務的推廣以及申請TFB產品及服務而接觸的第三方服務供應商）收集與客戶有關的資料（包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（下稱「信貸資料服務機構」）接收該資料）。
- (5) 由TFB收集的該資料可被用作下列用途：-
 - (i) 考慮及評估客戶有關TFB產品及服務的申請；
 - (ii) 為客戶提供服務和信貸融通所涉及的日常運作；
 - (iii) 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；
 - (iv) 設立及維持TFB的信貸評分模式；
 - (v) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者（下稱「信貸提供者」）進行信用檢查及追討欠債；
 - (vi) 確保客戶持續維持可靠信用；
 - (vii) 設計供客戶使用的金融服務或有關產品；
 - (viii) 推廣服務、產品及其他標的（詳情請參閱以下第(8)段）；
 - (ix) 確定TFB對客戶或客戶對TFB的欠債金額；
 - (x) 執行客戶義務，包括但不限於向客戶收取未償款項及為客戶債務提供抵押的人士追討欠款
 - (xi) 履行根據下列適用於TFB或TFB集團或TFB或TFB集團被期望遵守的就披露及使用該資料的義務、規定或安排：
 - (a) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如：《稅務條例》及其條文，包括關於自動交換財務賬戶資料之條文）；
 - (b) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務賬戶資料的指引或指南）；及
 - (c) TFB或TFB集團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；



- (xii) 遵守TFB集團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TFB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；
 - (xiii) 讓TFB的實際或建議承讓人，或就TFB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
 - (xiv) 與上述有關的用途。
- (6) TFB持有的客戶資料將予以保密，但TFB可就以上第(5)段列明的用途把該等資料提供予下列各方：
- (i) 就TFB業務運作向TFB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TFB負有保密責任的其他人士，包括承諾保密該等資料的任何TFB集團的成員；
 - (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) 客戶因申請TFB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（包括信貸資料服務機構所使用的任何中央資料庫之經營者），以及在客戶欠帳時，則可將該等資料提供給追討欠款公司；
 - (vi) TFB或任何TFB集團的成員根據對TFB或任何TFB集團的成員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TFB或任何TFB集團的成員遵守的任何指引或指導，或根據TFB或任何TFB集團的成員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) TFB的任何實際或建議承讓人或就TFB對客戶享有的權利的參與人或附屬參與人或受讓人；及
 - (viii) (a) TFB集團的成員；
(b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
(c) 第三方獎賞、客戶或會員、合作品牌及優惠計畫供應商；
(d) TFB及任何TFB集團的成員之合作品牌夥伴（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）；
(e) 慈善或非牟利機構；及
(f) 就以上第(5)(viii)段列明的用途而被TFB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）。
- 該資料可能被轉移至香港境外。
- (7) 就客戶（不論以借款人、按揭人或擔保人身分，以及不論以客戶本人單名或與其他人士聯名方式）於2011年4月1日當日或以後申請的按揭有關的該資料，TFB可能會把下列有關客戶的該資料（包括不時更新任何下列資料的資料）以TFB及/或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
 - (ii) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式）；
 - (iii) 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) 就每宗按揭的按揭賬戶結束日期（如適用）。

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

(8) 在直接促銷中使用資料

TFB擬把客戶的該資料用於直接促銷，而TFB為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

- (i) TFB可能把TFB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的



該資料用於直接促銷；

- (ii) 可用作促銷下列類別的服務、產品及促銷標的：
- (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) TFB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
 - (d) 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TFB及/或下列各方提供或（就捐款及捐贈而言）徵求：
- (a) TFB集團的任何成員；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (d) TFB及TFB集團成員公司之合作品牌夥伴及TFB集團的任何成員（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
 - (e) 慈善或非牟利機構；
- (iv) 除由TFB促銷上述服務、產品及促銷標的以外，TFB亦擬將以上第(8)(i)段所述的該資料提供予以上第(8)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而TFB為此用途須獲得客戶書面同意（包括表示不反對）；
- (v) TFB可能因如以上第(8)(iv)段所述將該資料提供予其他人士而獲得金錢或其他財產的回報。如TFB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，TFB會於以上第(8)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望TFB如上述使用該資料或將該資料提供予其他人士作直接促銷用途，客戶可通知TFB行使其選擇權拒絕促銷。

(9) 使用TFB應用程式介面（下稱「API」）向客戶的第三方服務供應商轉移該資料

TFB可根據客戶向TFB或客戶使用之第三方服務供應商所發出的指示，使用TFB的API向第三方服務供應商轉移客戶的該資料，以作TFB或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。

(10) 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TFB有否持有該資料及查閱該資料；
- (ii) 要求TFB改正任何有關其不準確的該資料；
- (iii) 查明TFB對於該資料的政策及實務及獲告知TFB持有的該資料的種類；
- (iv) 要求獲告知那些該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TFB向信貸資料服務機構提供的任何該資料（為免生疑問，包括任何賬戶還款資料），於全數清還欠帳後結束賬戶時，指示TFB要求信貸資料服務機構自其資料庫中刪除該資料，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TFB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））。

(11) 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帳（因破產令導致撇帳除外），否則賬戶還款資料（定義見以上第(10)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

(12) 如客戶因被頒布破產令而導致任何賬戶金額被撇帳，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（定義見以上第(10)(v)段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，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）。

(13) 香港投資者識別碼制度及場外證券交易匯報制度

- (i) 客戶明白並同意，TFB為了向客戶提供與在聯交所上市或買賣的證券相關的服務，以及為了遵守不時生效的香港聯



合交易所（下稱「聯交所」）與證券及期貨事務監察委員會（下稱「證監會」）的規則和規定，TFB可收集、儲存、處理、使用、披露及轉移與客戶有關的該資料（包括客戶的客戶識別信息及券商客戶編碼）。在不限制以上的內容的前提下，當中包括：

- (a) 根據不時生效的聯交所及證監會規則和規定，向聯交所及／或證監會披露及轉移客戶的該資料（包括客戶識別信息及券商客戶編碼）；
 - (b) 允許聯交所 (i) 收集、儲存、處理及使用客戶的該資料（包括客戶識別信息及券商客戶編碼），以便監察和監管市場及執行《聯交所規則》；(ii) 向香港相關監管機構和執法機構（包括但不限於證監會）披露及轉移有關資料，以便他們就香港金融市場履行其法定職能；及(iii) 為監察市場目的而使用有關資料進行分析；及
 - (c) 允許證監會 (i) 收集、儲存、處理及使用客戶的該資料（包括客戶識別信息及券商客戶編碼），以便其履行法定職能，包括對香港金融市場的監管、監察及執法職能；及(ii) 根據適用法例或監管規定向香港相關監管機構和執法機構披露及轉移有關資料。
- (ii) 客戶亦同意，即使客戶其後宣稱撤回同意，TFB在客戶宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移客戶的該資料以作上述用途。
- (iii) 客戶亦明白並同意，如客戶未能向TFB提供該資料或上述同意，可能意味著TFB不會或不能夠再（視情況而定）執行客戶的交易指示或向客戶提供證券相關服務，惟出售、轉出或提取客戶現有的證券持倉（如有）除外。

(14) 客戶可以要求TFB提供該資料的副本，及可以在需要時要求對該資料進行更正。任何此類要求可致予資料保障主任如下：

致：資料保障主任

地址：台北富邦商業銀行股份有限公司香港分行，香港九龍尖沙咀梳士巴利道18號，Victoria Dockside，K11 Atelier 16樓

電話：(852) 28227700

傳真：(852) 28104483

(15) 根據私隱條例的條款，TFB有權就處理任何查閱資料的要求收取合理費用。

(16) TFB會向信貸資料服務機構查閱有關客戶的信貸報告，並用以考慮客戶之任何信貸申請或不時的進行信貸審查。若客戶有意索取有關信貸報告，TFB會提供有關信貸資料服務機構的聯絡詳情。

(17) 本通知不會限制客戶在私隱條例下所享有的權利。

日期：2023年4月

注：中英文版本如有歧異，則以英文版本為準。