

循環貸款產品資料概要

中國建設銀行（亞洲）股份有限公司

「好現金」循環貸款/e-loan
2023年7月

Key Facts Statement (KFS) for Revolving Credit Facility

China Construction Bank (Asia) Corporation Limited

Revolving Loan/ e-loan
July 2023

此乃循環貸款產品。

本概要所提供的利息、費用及收費等資料僅供參考，
循環貸款的最終條款以貸款確認書為準。

利率及利息支出

實際年利率	貸款金額	實際年利率
	HK\$ 5,000	6.17%
	HK\$ 20,000	
	HK\$ 100,000	
實際年利率之計算方法以香港銀行公會所提供之計算方法作依據，並已約至小數後兩個位。實際年利率是一個參考利率，以年化利率展示包括銀行產品的基本利率及其他適用的費用與收費。 個別客戶之利率優惠或有差異，最終利率將按客戶的信貸狀況而定，詳情請向本行職員查詢或參閱本行網頁。		
逾期還款年化利率 / 就違約貸款收取的年化利率	若有任何到期未付的欠款，將收取未逾還每月最低還款額的30%。逾期還款利息將按日以單利息基準計算，並每月收取。	
超出信用額度利率	不適用	
最低還款額	相當於前一個月的應計利息總和，任何費用及收費誌賬在月結單及任何之前逾期的最低每月還款額（除了有效期後最低每月還款額，相當於貸款終止時所有未償還本金、利息、費用和收費）。	

費用及收費

手續費	不適用
年費	不適用
提款收費 / 交易收費	客戶只可經網上銀行提取資金，每次收取支用金額之3%（不適用於首次發放貸款）
逾期還款費用及收費	每期最低還款將收取500港元
超出信用額度手續費	不適用
退票 / 退回自動轉帳授權指示的收費	不適用
替換遺失卡的收費	不適用

其他資料

提前還款的收費	貸款在有效期屆滿前終止，將收取信用額度的1.5%
貸款確認書副本	每封200港元
索取月結單	每次100港元
戶口結餘證明	每次100港元
紙張月結單	每6個月20港元*
不可退回的開戶費	不適用

- 閣下應維持有效的網上銀行賬戶以便在有效期內從貸款賬戶中提取現金，借款人若於有效期內取消網上個人銀行的登記，本行可要求借款人即時全數清還所有貸款結欠之本金、利息及其他費用及收費。
- 最低信貸額為5,000港元，最高為2,000,000港元及必須為1,000港元之倍數。
- 有效期由放款日起計12個月，在有效期後，貸款將被本行終止，而閣下應立即償還貸款項下的所有未償還本金、利息、費用和收費。
- *每次登記紙張月結單或由電子月結單轉用紙張月結單，銀行將從貸款獲批日起每6個月收取紙張月結單費用，不論發出紙張月結單的數量。

This product is a revolving credit facility.

This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your revolving credit facility.

Interest Rates and Interest Charges

Annualised Percentage Rate (APR)	Loan Amount	APR
	HKD 5,000	6.17%
	HKD 20,000	
	HKD 100,000	
The APR is calculated according to the standard of the Hong Kong Association of Banks and rounded to two decimal places. An APR is a reference rate which includes the basic interest rates and other applicable fees and charges of the product expressed as an annualised rate. The actual APR may vary for individual customer. Please contact our staff or refer to our website for further details.		
Annualised Overdue / Default Interest Rate	30% on unpaid Minimum Monthly Repayment when the minimum payment is not received in full by the Bank on or before the due date. The default interest will be calculated daily on a simple basis and charged on a monthly basis.	
Overlimit Interest Rate	Not applicable	
Minimum Payment	Any interest accrued in the preceding month, plus any fees and charges billed to the statement and any overdue minimum payment from the previous statement (except for the Minimum Monthly Repayment after the expiry of the validity period which is equivalent to all outstanding principal, interest, fees and charges under the loan), on or before the due date specified in the statement every month.	

Fees and Charges

Handling Fee	Not applicable
Annual Fee / Monthly Fee	Not applicable
Withdrawal Fee / Transaction Fee	3% of the cash withdrawal amount per cash redraw through Online Banking (not applicable to the first disbursement).
Late Payment Fee and Charge	HKD500 per minimum payment
Overlimit Handling Fee	Not applicable
Returned Cheque Charge / Rejected Autopay Charge	Not applicable
Lost Card Replacement Fee	Not applicable

Additional Information

Early Settlement Fee	1.5% of the credit limit when the loan is terminated before the expiry of the validity period
Loan Confirmation Letter Copy Fee	HKD 200 per copy
Monthly Statement Copy Fee	HKD 100 per copy
Certificate of Balance Fee	HKD 100 per request
Paper Statement Fee	HKD 20 every 6 month*
Non-Refundable Set-up Fee	Not applicable

- You should maintain a valid Online Banking account for redrawing cash from the loan account during the validity period, the Bank reserves the right to demand immediate repayment of all outstanding principal, interest, fees and charges under the Loan if the Borrower cancels his/her registration for the Online Banking during the Validity Period.
- Minimum credit limit is HKD5,000; maximum credit limit is HKD2,000,000 and must be in multiples of HKD 1,000.
- Validity period is 12 months from the disbursement date, after which the loan will be terminated by the Bank and you shall repay all outstanding principal, interest, fees and charges under the loan immediately
- *The bank will charge a Paper Statement Fee when customers register for paper statements or switch from e-statements to paper statements, and subsequently every 6 months from the date of Loan approval, irrespective of the number of paper statements issued.

建行(亞洲) 循環貸款條款及細則

1. 對條款及細則的接受

借款人向中國建設銀行(亞洲)股份有限公司(「本行」)申請循環貸款(「貸款」)將被視為借款人接受並將受本文所載之條款及細則(「條款及細則」)約束。

2. 審批

該貸款最終審批乃取決於本行是否信納借款人有關之狀況查核,包括但不限於借款人於本行之其他信貸設施(如有的話)是否一直維持在良好狀況。本行有對審批或拒絕任何貸款申請之全權、決定任何已審批之信用額度、利率、及遞交任何貸款申請之期限。

3. 申請後不能更改

未經本行批准,任何貸款申請一經本行收取,借款人即不得更改或撤銷該貸款申請。

4. 申請結果通知

本行會根據借款人在貸款申請時提供的聯絡號碼或通訊地址以電話或書面形式將貸款申請結果通知借款人。

5. 其他適用的條款及細則

若貸款成功申請,列明該貸款詳情之確認書(「貸款確認書」)將郵寄予借款人。借款人應遵守該條款及細則及根據貸款確認書所載之條款。

6. 發放貸款

當本行批核該貸款申請及借款人接納此貸款後,本行會將整筆信貸額度發放至借款人指定之還款賬戶(「還款賬戶」)。

7. 貸款之使用

借款人將開立具有指定信貸額度(「信貸額度」)的貸款賬戶(「賬戶」)。貸款將在貸款確認書中指定的期限內生效(「有效期」),在此期間內,借款人可以透過本行的網上個人銀行從賬戶的信貸額度內提取資金。本行將向借款人收取在貸款確認書上列明之支用手續費。借款人需持有本行的網上個人銀行及遵守「網上銀行服務的條款及條件」,並受其約束。在有效期後,貸款將被本行終止,借款人應立即償還貸款項下的所有未償還本金、利息、費用和收費。本行現獲授權於借款人的還款賬戶扣除每月最低還款額及任何適當之收費/費用。

借款人應維持有效的網上銀行賬戶以便在有效期內從賬戶中提取現金,借款人若於有效期內取消網上個人銀行的登記,本行可要求借款人即時全數清還所有貸款結欠之本金、利息及其他費用及收費。

8. 月結單

- 除非於賬戶中並無任何應記賬目(包括本金、利息、費用及收費),本行會每月發予借款人一份月結單,該月結單會列明:
 - 貸款戶口在結單日未清還的總結欠,
 - 每月最低還款額(「每月最低還款額」),
 - 每月最低還款付款日期和任何相關利息、費用及收費(「到期繳款日」)及
 - 與貸款有關的其他詳情。
- 若借款人選擇收取電子月結單,本行會透過短訊通知借款人登錄「網上個人銀行」查閱月結單或下載電子月結單。本行不會向借款人發紙張月結單。
- 若借款人選擇以郵寄形式收取紙張結單,每次登記紙張月結單或由電子月結單轉用紙張月結單,本行將從貸款獲批日起每6個月收取紙張月結單費用,不論發出紙張結單的數量。
- 除非借款人於月結單發出日期起90天內以書面通知本行任何指稱錯漏,否則該月結單將被視作已獲借款人承認正確無誤。除非借款人可提出相反的證明,否則本行有關記錄將為最終及不可推翻。

9. 利息

利息將以未償還結餘按本行不時修定的利率以每年365天(包括閏年)之基礎按日計算直至全數償還,並按月支付。

10. 費用

(a) 不可退回的開戶費

當本行批核該貸款申請及借款人接納此貸款後,本行將向借款人收取在貸款確認書上列明之開戶費。本行在任何情況下均不會退回。

(b) 現金支用費

每次於網上個人銀行從賬戶提取現金,本行將收取在貸款確認書上列明之現金支用費。

11. 還款

借款人應在到期繳款日或之前至少支付每月最低還款額，相當於前一個月的應計利息總和，任何費用及收費誌賬在月結單及任何之前逾期的最低每月還款額（除了有效期後最低每月還款額，相當於貸款終止時所有未償還本金、利息、費用和收費）。本行現獲授權於到期繳款日從借款人的還款賬戶扣除每月最低還款額。如某一期的到期還款日期是星期六、星期日或公眾假期，有關款項將於下一個結算日過賬；但如該到期還款日為星期六並在屬一個公曆月份的最後一天，則將會在緊接該天的前一個結算日過賬。結算日指星期一至五香港銀行的對外營業時間。

付款會首先用於支付開戶費、現金支用費、利息、逾期費用及其他費用及收費，繼而用於償還貸款本金。

12. 逾期還款

若借款人未能於到期繳款前全數償還每月最低還款額，本行將收取不時訂明的(i)逾期還款手續費及(ii)未繳付的每月最低還款將被計算逾期還款利息。該利息將被計算由逾期當日至該期實際清還之日止。本行有權暫停從賬戶中提取現金。

13. 提早還款

借款人可終止整筆貸款，但借款人必須全數償還(i)所有未償還本金、利息、費用和收費。(ii)本行不時訂明的提早清還手續費，(iii)借款人就該貸款需繳付相等於已獲贈該優惠之價值(如有)。

14. 被要求清的權利

即使本條款或貸款確認書上有任何規定，在本行獨有及絕對的酌情權下，本行可在任何時候要求借款人全數清還該貸款下所有未償還本金、利息、費用及收費。

15. 違約情況

在下列任何事項發生的情況下，借款人將被視為違反條款及細則，而借款人於該貸款下之所有尚欠本金金額、累計利息及所有其他有關費用及收費將在不作還款要求的情況下立即到期，而借款人須立即向本行清還該等款項：—

- 除該貸款外，借款人與本行的任何貸款、債務、付款責任或其他債項因借款人違約而被宣佈提早到期，或借款人未能於到期繳款日支付任何款項、或任何此等貸款、債務、付款責任或其他債項的任何抵押變為可被強制執行；或
- 任何人士提交呈請書或任何管轄法院或其他相關機構頒發命令旨使借款人破產，或旨委任破產管理人、受託人或類似人士處理借款人的所有或大部分之資產。

16. 抵銷

本行可在任何時候毋須作事前通知的情況下，運用或合併借款人於本行開設的任何戶口的結餘以償還並抵銷借款人於本行全部或部分的債項，包括該貸款之結欠。本行會在此等運用、合併或抵銷後以書面形式通知借款人。

17. 信貸額

本行有絕對酌情權隨時覆核、變更、暫停、取消信貸額或賬戶。

18. 電話指令

在提供該貸款服務的過程中，借款人確認本行有權（但並非責任）以錄音方式記錄借款人所給予的口頭指示，及/或本行與借款人之間就該服務的任何口頭通訊。本行可在秉誠行事下，在充分核實來電者身份後，接受及依據以電話所作的指示。借款人同意：—

- 由一位能夠符合本行所設定之身份核查程序的人士透過電話所作之指示應被視為由借款人所作，對借款人具約束力且不可被撤銷；
- 本行可（但並無責任）保存任何此等電話指示之錄音及/或其他記錄；
- 向本行提供充足的資料以供本行進行身份核查程序；及
- 在本行要求之下，對本行因（本着真誠）依靠根據此程序給予的電話指示而蒙受的申索及法律責任，予以彌償。

19. 本行作出之修改

本行可不時修訂利率、費用、收費或本條款及細則。本行會就有關修訂生效前(以電子或印刷形式)給予借款人通知(有關改變非本行所能控制則屬例外)。若借款人在該等修訂生效日期後未取消貸款及全數償還該貸款的欠款，借款人將受此等修訂的約束。

20. 收賬費用

本行可以僱用任何第三方收賬人或其他代理向借款人追收、追討或收取任何及所有貸款下之欠款。借款人現：—

- 授權本行在追收賬項的目的下，向任何此等人士披露借款人的個人或其他資料；及
- 同意在本行要求下即時向本行繳付及彌償所有本行在此等收賬行動下所引致之合理費用及支出(包括但不限於因追討或試圖追討借款人於貸款下之欠款所引致(以完全彌償基準計算)的合理律師費及所有收賬代理人費用、收費及支出)。

21. 更新資料的責任

借款人須於14天內以書面形式通知本行其財政狀況、個人或聯絡資料的任何變動，以使本行的記錄得以更新。提供失實資料將違反本條款及細則，本行可因此取消貸款的審批及/或撤銷貸款，並向借款人收取按照本行不時規定的手續費。

22. 信貸資料事宜

本行將需要於每個貸款申請時取得及使用環聯，信貸資料服務機構（「**信貸資料服務機構**」）所持有的資料。為免生疑問，若同一時間有多於一個貸款申請，查核信貸資料之次數將依照貸款申請之次數進行。借款人可就信貸資料服務機構所持有的資料作更改。此等申請可以書面方式致函至九龍尖沙咀廣東道9號港威大廈6座1006室環聯資訊有限公司「個人資料查詢部」。

本行亦將向信貸資料服務機構提供借款人的資料。借款人有權獲告知本行例行向信貸資料服務機構披露的資料類別；及

借款人明白，若有關貸款金額其後出現拖欠還款情況，除非借款人之貸款在欠帳日期起計60日內全數清還或撇帳（除了因破產令導致之外），否則由信貸資料服務機構所持有有關借款人的帳戶資料，將會在全數清還該拖欠後繼續保留五年。借款人亦明白，如因被頒佈破產令而導致任何金額被撇帳，不論其帳戶還款資料是否顯示有重要欠帳，其由信貸資料服務機構所持有的帳戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由借款人提出證據通知信貸資料服務機構其已獲解除破產令的5年止（以較先出現的情況計算）。

23. 個人資料

借款人確認已閱讀「有關個人資料（私隱）條例之客戶通告」（「**通告**」）（本行亦會在要求下提供副本及可於本行網站 www.asia.ccb.com 查閱）並同意本行以該通告所列明的方式運用借款人的個人資料。

借款人有權查閱本行持有借款人的資料，並在有需要時更新及更正該等資料。本行可就此等查閱或更正收取費用。任何該等要求，借款人應以書面形式提出，致函至中國建設銀行（亞洲）股份有限公司九龍九龍灣宏照道18號中國建設銀行中心資料保障主任。

24. 轉讓及繼承

本行可在不作事前通知的情況下轉讓或轉移借款人有關貸款之任何利益、權利或責任。借款人則不得將該貸款之任何利益、權利或責任轉讓或轉移。本條款及細則將對借款人之執行人、遺產管理人及遺產代理人具約束性。

25. 通訊

任何本行與借款人之間的通告及其他正式通訊必須以書面形式通知。惟本行可以根據個別情況接受使用非書面形式之通訊。本行可以電子形式給予借款人通告或正式通訊。本行給予借款人的書面通訊，將被視為已經正式送達並由借款人接收

- i. 如專人送遞，在送遞之時；
- ii. 郵寄至借款人於本行記錄的地址，2天若是香港地址或7天若是香港以外的地址；
- iii. 立即若以電郵發送至借款人於本行記錄的電郵地址或以短訊發送至借款人於本行記錄的手提電話號碼。

借款人必須透過郵寄或電子方式給予本行的通訊則以本行實際收到該通訊時方被視為有效的送遞。

26. 法律管轄及個別法律責任

本條款及細則及貸款須受香港法律所管限並按照該法律解釋，並且雙方同意服從香港法院的非專屬管轄權。如本條款及細則載有之任何條款因任何理由不成立或失效，此等不成立或失效將只影響該條款，而不應影響餘下條款及細則之有效性。除借款人及本行以外，並無其他人士有權按《合約（第三者權益）條約》（香港法例第623章）（「**條約**」）強制執行本條款及細則的任何條文下的利益。該條例在此明確並不適用。

27. 英文版本為準

若本條款及細則之中文及英文版本出現歧異，一概以英文版本為準。

TERMS AND CONDITIONS FOR CCB (ASIA) Revolving Credit Facility

1. ACCEPTANCE OF TERMS AND CONDITIONS

By applying for the Revolving Credit Facility (the “**Loan**”) with China Construction Bank (Asia) Corporation Limited (the “**Bank**”), a borrower (the “**Borrower**”) shall be deemed to have accepted and will be bound by the terms and conditions (the “**Terms and Conditions**”) stated herein.

2. APPROVAL

The final approval of the Loan application is subject to the Bank being satisfied with the Borrower’s status checking, including but not limited to other financial facilities of the Borrower with the Bank (if any) remaining in good standing at all times. The Bank has sole and absolute rights, without having to provide a reason for any decision, in approving or rejecting any Loan application, deciding any approved credit limit, interest rate and the deadline for submitting any Loan application.

3. NO CHANGE / WITHDRAWAL AFTER APPLICATION

The Borrower may not change or withdraw the Loan application without the Bank’s approval once it is received by the Bank.

4. APPLICATION OUTCOME NOTIFICATION

The Bank will notify the Borrower either by phone or in writing of the result of the Loan application through the contact number or correspondence address as provided by the Borrower during the Loan application.

5. OTHER APPLICABLE TERMS AND CONDITIONS

If the Loan application is successful, a letter (the “**Loan Confirmation Letter**”) setting out the terms of the Loan will be sent to the Borrower. In addition to these Terms and Conditions, the Borrower shall also be bound by the terms specified in the Loan Confirmation Letter.

6. LOAN DISBURSEMENT

If the Bank approves the Loan application of the Borrower and the Borrower accepts the Loan, the Bank shall credit the full amount of the Credit Limit to the repayment account designated by the Borrower (the “**Repayment Account**”).

7. USE OF THE LOAN

Upon approval of the Loan, a Loan account (the “**Account**”) with the designated credit limit (the “**Credit Limit**”) will be opened for the Borrower. The Loan will be available for the period specified in the Loan Confirmation Letter (the “**Validity Period**”), during which the Borrower can make withdrawals through the Bank’s Online Banking or Mobile Banking (the “**Online Banking**”) from the Account up to the Credit Limit from time to time. After the Validity Period, the Loan will be terminated by the Bank and the Borrower shall repay all outstanding principal, interest, fees and charges under the Loan immediately.

The Borrower shall maintain a valid Online Banking account for redrawing cash from the Account during the Validity Period, the Bank reserves the right to demand immediate repayment of all outstanding principal, interest, fees and charges under the Loan if the Borrower cancels his/her registration with the Online Banking during the Validity Period.

8. STATEMENT

- (a) Unless there is no outstanding balance (including principal, interest, fees and charges) in the Account, the Bank will issue the Borrower a monthly statement with (i) the total amount outstanding on the Loan on the Statement Date, (ii) the amount of minimum monthly repayment (the “**Minimum Monthly Repayment**”), (iii) the date by which the Minimum Monthly Repayment and any applicable interests fees and charges must be paid (the “**Due Date**”) and (iv) other details related to the Loan.
- (b) If the Borrower chooses to receive e-statements, the Bank will send a SMS notification to the Borrower when a statement is available on the Online Banking. The Borrower will have to logon to the Online Banking to view or download the e-statement. No paper statement will be sent to the Borrower.
- (c) If the Borrower chooses to receive paper statements by mail, the Bank will charge a paper statement fee specified by the Bank from time to time every time when the Borrower registers for paper statements or switches from e-statements to paper statements, and subsequently every 6 months from the date of Loan approval, irrespective of the number of paper statements issued.
- (d) Any statements shall be deemed to have been accepted by the Borrower as correct, conclusive and binding on the Borrower except to the extent that the Borrower notifies the Bank in writing of any error or objection within 90 days from the date of the relevant statement. The Bank’s record shall be conclusive and final unless and until the contrary is established.

9. INTEREST

Interest will be calculated at the rate specified by the Bank from time to time on the basis of 365 days per year (including leap years). It will be accrued on a daily basis on the outstanding principal of the Loan until repayment is made in full and be payable on a monthly basis.

10. FEES

- (a) Non-refundable Set-up Fee

If the Bank approves the Loan application of the Borrower and the Borrower accepts the Loan, the Bank will charge the Borrower a non-refundable set-up fee as specified in the Loan Confirmation Letter.

- (b) Cash Withdrawal Fee

The Bank will charge a cash withdrawal fee as specified in the Loan Confirmation Letter for each cash redraw from the Account through Online Banking.

11. REPAYMENT

The Borrower shall pay at minimum the Minimum Monthly Repayment, which is equivalent to the sum of any interest accrued in the preceding month, any fees and charges billed to the statement and any overdue Minimum Monthly repayment from the previous statement (except for the Minimum Monthly Repayment after the expiry of the Validity Period which is equivalent to all outstanding principal, interest, fees and charges under the Loan), on or before the due date specified in the statement every month. The Bank is authorized to debit the Repayment Account with the amount of each Minimum Monthly Repayment on the Due Date every month. If a Due Date falls on a Saturday, Sunday or general holiday, the Bank will debit the Repayment Account on the following clearing day; save and except that if a Due Date falls on a Saturday which is the last day of a calendar month, then the Bank will debit the Repayment Account on the immediate preceding clearing day. Clearing day means Mondays to Fridays on which banks in Hong Kong are open for business.

Repayments shall be applied first towards any set-up fee, cash withdrawal fees, interest, late fees and other fees and charges; then towards the outstanding principal of the Loan.

12. LATE REPAYMENT

If the Borrower fails to repay the Minimum Monthly Repayment in full on or before the Due Date, the Bank will charge (i) a late fee in such amount specified by the Bank from time to time; and (ii) default interest on the unpaid Minimum Monthly Repayment at the rate specified by the Bank from time to time from the Due Date until the date of full repayment. The Bank also has the right to suspend further cash withdrawal from the Account.

13. EARLY TERMINATION

If the Borrower chooses to terminate the Loan before the expiry of the Validity Period, the Borrower is required to repay in full (i) all outstanding principal, interest, fees and charges under the Loan; (ii) an early settlement fee at the rate specified by the Bank from time to time; and (iii) the amount equivalent to the value of offers awarded to the Borrower in respect of the Loan (if any).

14. REPAYMENT ON DEMAND

Notwithstanding any provision set out herein or in the Loan Confirmation Letter, the Bank has the sole and absolute right to demand immediate full repayment of all outstanding principal, interest, fees and charges under the Loan anytime.

15. EVENT OF DEFAULT

The Borrower shall be deemed to have breached these Terms and Conditions if any of the following events occur. The outstanding principal amount of the Loan, all accrued interest and all relevant fees and charges shall become immediately due and payable by the Borrower to the Bank without demand, :-

- (a) any loan, liability, payment obligation or other indebtedness of the Borrower with the Bank, other than the Loan, becomes capable of being declared due prematurely by reason of default of the Borrower, or the Borrower fails to make any payment when due, or when any security for any such loan, liability, payment obligation or other indebtedness becomes enforceable; or
- (b) any petition is presented or any order is made by any competent court or other appropriate authorities for bankruptcy of the Borrower or for the appointment of a receiver, trustee or similar official of all or any part of assets of the Borrower.

16. SET-OFF

The Bank may, at any time without prior notice, apply or consolidate any credit balances in any accounts of the Borrower maintained with the Bank towards setting off against in full or partial satisfaction of Borrower's indebtedness to the Bank, including the outstanding Loan. The Bank shall inform the Borrower in writing after such application, consolidation or setting-off.

17. CREDIT LIMIT

The Bank has the right at any time to review, vary, suspend or cancel the Credit Limit or the Account.

18. TELEPHONE INSTRUCTIONS

In the course of providing the Loan services, the Borrower acknowledges that the Bank may (but is not obliged to) record verbal instructions received from the Borrower and/or any verbal communication between the Bank and the Borrower in relation to such services. The Bank may (acting in good faith) accept and rely on requests made by telephone upon satisfactory identity verification of the maker of the call. The Borrower agrees:-

- (a) that the telephone requests made by a person meeting the identity verification procedure established by the Bank shall be treated as made by the Borrower and be binding and irrevocable;
- (b) that the Bank may (but are not obliged to) keep recordings and/or other records of any such telephone requests;
- (c) to provide to the Bank sufficient information to operate identity verification procedure; and

(d) to indemnify the Bank on demand for any claim or liability suffered as a result of the Bankem reliance (in good faith) on telephone requests given in accordance with this procedure.

19. VARIATIONS BY THE BANK

The Bank may vary the interest, fees, charges or these Terms and Conditions from time to time. The Bank will notify (in electronic or printed form) the Borrower before the variation(s) take effect (unless these are not within the control of the Bank). Any variation(s) will be binding on the Borrower if the Borrower does not cancel the Loan and repay in full all amounts outstanding under the Loan before the effective date of such variation(s).

20. COLLECTION COSTS

The Bank may employ any third party debt collector or other agents to demand, cover or collect any sums the Borrower owes the Bank. The Borrower hereby:-

- (a) authorizes the Bank to disclose personal or other information of the Borrower to any such person for debt collection purposes; and
- (b) agrees to pay and indemnify the Bank immediately on demand for all reasonable costs and expenses (including, but without limitation, legal fees on a full indemnity basis and any debt collection agency fees, costs and expenses reasonably incurred in connection with the recovery or attempted recovery of any sum(s) payable by the Borrower under the Loan) the Bank reasonably incur in respect of any such debt collection actions.

21. DUTY TO UPDATE INFORMATION

The Borrower shall notify the Bank in writing within 14 days of any change in financial condition, personal or contact information to enable the Bank to update the Borrower's record. Provision of any false information shall be a breach of these Terms and Conditions and the Bank may cancel the Loan approval and/or withdraw the Loan, and may also charge the Borrower handling fee as prescribed by the Bank from time to time.

22. CREDIT REFERENCE MATTERS

The Bank will need to access to and use information held by TransUnion Limited, the credit reference agency in Hong Kong (the "**Credit Reference Agency**") for assessing each Loan application. For the avoidance of doubt, if there are more than one Loan applications at the same time, the number of access will be in accordance with the number of the Loan applications. The Borrower can make a request to access to his/her information held by the Credit Reference Agency and correct such information if necessary. Such requests should be made in writing to Consumer Relations Department, TransUnion Limited, Suite 1006, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon.

The Bank is also required to provide data of the Borrower to the Credit Reference Agency. The Borrower has the right to request to be informed which items of data are routinely disclosed to the Credit Reference Agency.

In the event of any default in repayment of the Loan and unless the Loan in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date of such default occurred, the Borrower shall be liable to have his/her account data to be retained by the Credit Reference Agency for 5 years from the date of final settlement of the amount in default. The Borrower also understands that in the event of any amount being written off due to a bankruptcy order being made against the Borrower, the Borrower shall be liable to have his/her account repayment data retained by the Credit Reference Agency, regardless of whether the account repayment data reveal any material default, until the earlier of 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 the Borrowers' discharge from bankruptcy as notified to the Credit Reference Agency by such Borrower with evidence.

23. PERSONAL DATA

The Borrower confirms that he/she has read the “Notice to Customer relating to the Personal Data (Privacy) Ordinance” of the Bank (the “**Notice**”) (copy of which is also available on request and on the Bank’s website www.asia.ccb.com) and agrees to the use of his/her personal data by the Bank in the manner set out in the Notice.

The Borrower is entitled to request access to his/her information held by the Bank and to update and correct such information whenever necessary. The Bank may charge a fee for such access or correction. Such request should be made in writing to the Bank’s Data Protection Officer, at China Construction Bank (Asia) Corporation Limited, CCB Centre, 18 Wang Chiu Road, Kowloon Bay, Kowloon.

24. ASSIGNMENT & SUCCESSION

The Bank may assign or transfer any of the Bank’s interests, rights or obligations under the Loan without prior notice to the Borrower. The Borrower shall not assign or transfer any of his/her interests, rights or obligations under the Loan. These Terms and Conditions shall be binding upon the Borrower’s executors, administrators and personal representatives.

25. COMMUNICATIONS

Any notices and other formal communications between the Bank and the Borrower must be given in writing. The Bank may however specifically agree with the Borrower to allow the use of non-written communication, on a case-by-case basis. The Bank may also provide notices or formal communications to the Borrower by electronic means. For notices or communications in writing from the Bank to the Borrower, they will be deemed to have been duly sent to and received by the Borrower

- i. At the time of delivery if delivered personally;
- ii. 2 days from the date of posting to the Borrower’s address in the Bank’s record if that address is in Hong Kong or 7 days from the date of posting if that address is outside Hong Kong;
- iii. immediately if sent by email to the Borrower’s email address in the Bank’s record or by short message service to the Borrower’s mobile phone number in the Bank’s record

Communications from the Borrower to the Bank must be in writing and made through mail or electronic means. Delivery will be deemed successful upon actual receipt by the Bank.

26. GOVERNING LAW AND SEVERABILITY

These Terms and Conditions and the Loan shall be governed by and construed in accordance with the laws of the Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong. If there is any provision which is invalid or ineffective for any reason, such invalidity or ineffectiveness shall only affect that provision, and shall not affect the validity of the remaining Terms and Conditions. No person other than the Borrower and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Ordinance**”) to enforce or enjoy the benefit of any of the provision of these Terms and Conditions. Application of the Ordinance is hereby expressly excluded.

27. ENGLISH VERSION PREVAILS

In case of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

中國建設銀行（亞洲）股份有限公司（下稱“銀行”）有關個人資料（私隱）條例（下稱“條例”）之客戶通告（下稱“通告”）

（生效日期：2022年9月1日）

(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，客戶需要不時向銀行提供有關的資料。

(b) 若未能向銀行提供該等資料，可能會導致銀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，或以其他方式進行作為本行所提供服務一部分的交易時，銀行亦會收集客戶的資料。本行亦會向第三方（包括客戶因本行產品及服務的推廣以及申請本行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（以下簡稱「**信貸資料服務機構**」）接收個人資料）。

(d) 客戶的資料可被用作下列用途（不論在香港特別行政區（下稱“**香港**”）境內或境外予以使用）：

(i) 考慮及評估客戶有關本行產品及服務的申請；

(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) 設立及維持銀行的信貸評分模式；

(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（以下簡稱「**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) 進行客戶意見調查及/或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(h)段）；

(ix) 確定銀行對客戶或客戶對銀行的欠債金額；

(x) 執行銀行的權利，包括但不限於向客戶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銀行或其任何分行或銀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（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）；

(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）；

(3) 銀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；

(xii) 遵守銀行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；

(xiii) 讓銀行的實際或建議承讓人，或就銀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

(xiv) 更新、對照及/或核實可能由銀行的任何關聯公司、集團公司或代理人持有的有關客戶的任何及所有個人資料；

(xv) 與金融機構、信用卡收單行、接受信用卡的商戶及獲銀行提供聯營卡/私人標記信用卡/扣賬卡/記賬卡服務的機構交換資料；

(xvi) 與上述有關的用途。

(e) 銀行持有的客戶資料將予以保密，但銀行可就以上(d)段列明的用途把該等資料提供予下列各方（不論其是否在香港境內或境外）：

(i) 就本行業務運作向銀行提供行政、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) 任何對銀行負有保密責任的其他人士，包括承諾保密該等資料的銀行集團成員公司；

(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) 客戶因申請本行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），以及在客戶欠賬時，則可將該等資料提供給追討欠款公司；

(vi) 銀行或其任何分行根據對銀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銀行或其任何分行遵守的任何指引或指導，或根據銀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；

(vii) 銀行的任何實際或建議承讓人或就銀行對客戶享有的權利的參與人或附屬參與人或受讓人；

(viii) 為對客戶的義務作出保證或擔保而作出或擬作出保證或第三方擔保的任何方；及

(ix) (1) 銀行集團成員公司；

(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) 銀行及銀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；

(6) 就以上(d)(vii)及/或(d)(viii)段列明的用途而被銀行任用之外部第三方服務供應商（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）；及

(7) 任何接受信用卡的商戶的收單財務機構。

該等資料可能被轉移至香港境外處理或保存，包括但不限於中華人民共和國。

(f) 銀行採取所有合理可行的措施保護所有個人資料，例如：個人資料只准許獲授權之員工查閱，以及在資料存置設備實施保安措施。在傳送敏感性的個人資料時，銀行採用加密法技術以保障資料安全。如銀行聘用資料處理者以代本行處理個人資料（不論是在香港或香港以外地方），銀行將透過合約規範或其他方法，防止轉移予該資料處理者的個人資料未獲授權或意外地被查閱、處理、刪除、遺失或使用。

(g) 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，銀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）以銀行及/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銀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）。

(h) **在直接促銷中使用資料**

銀行擬把客戶資料用於直接促銷，而銀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) 銀行可能把銀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) 銀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銀行及/或下列各方提供或（就捐款及捐贈而言）徵求：

(1) 銀行集團成員公司；

(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) 銀行及銀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) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦擬將以上(h)(i)段所述的資料提供予以上(h)(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，而銀行為此用途須獲得客戶書面同意（包括表示不反對）；

(v) 銀行可能因如以上(h)(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。如銀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，銀行會於以上(h)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望銀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，客戶可通知銀行行使其選擇權拒絕促銷。

(i) **使用本行應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料**

本行可根據客戶向本行或客戶使用之第三方服務供應商所發出的指示，使用本行的API向第三方服務供應商轉移客戶的資料，以作本行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。

(j) 根據條例的條款及個人資料實務守則，任何客戶有權：

(i) 查問銀行有否持有其資料及查閱該等資料；

(ii) 要求銀行改正任何有關其不準確的資料；

(iii) 查明銀行對於資料的政策及實務及獲告知銀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) 就銀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，指示銀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（即緊接銀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））。

(k) 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(i)(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。

(l) 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(i)(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）。

(m) 銀行可查閱任何信貸資料機構的數據庫，以便不時進行信貸覆核。特別是，銀行可查閱任何信貸資料機構持有的有關客戶的客戶信貸資料及/或從該信貸資料機構取得有關客戶的信貸報告，以便覆核其現有客戶信貸安排資料（包括但不限於信用卡賬戶及/或信貸額度）。銀行進行此項覆核時，可能會考慮以下任何事宜：

(i) 增加信貸金額或額度；

(ii) 削減信貸（包括取消信貸或終止賬戶或減少信貸金額或額度），或

(iii) 為客戶制定或實施還款方案。

(n) 根據條例的條款，銀行有權就處理任何查閱資料的要求收取合理費用。

(o) 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：

中國建設銀行（亞洲）股份有限公司

資料保障主任

九龍九龍灣宏照道18號

中國建設銀行中心

傳真：(852) 3718 2500

(p) 銀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，銀行會提供有關信貸資料服務機構的聯絡詳情。

(q) 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。

(r) 本通知的中英文文本如有任何歧異，概以英文文本為準。

版本日期：2022年9月

**China Construction Bank (Asia) Corporation Limited
(the "Bank")**

**Notice to Customers (the "Notice") relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")**

(Effective Date: September 1, 2022)

- (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 or otherwise carry out transactions as part of the Bank's services. The Bank 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 Bank's products and services and in connection with the customer's application for the Bank's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
- (d) The purposes for which data relating to a customer may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")) are as follows:
- (i) considering and assessing the customer's application for the Bank's products and services;
- (ii) the daily operation of the services and credit facilities provided to customers; 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 the Bank's credit scoring models;
- (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
- (vi) ensuring ongoing credit worthiness of customers;
- (vii) conducting customer surveys and/or designing financial services or related products for customers' use;
- (viii) marketing services, products and other subjects (please see further details in paragraph (h) below);
- (ix) determining amounts owed to or by customers;
- (x) enforcing the Bank's right, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
- (xi) 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 (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 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 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;
- (xiii) 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;
- (xiv) updating, comparing and/or verifying any and all of customers' personal information that may be held by any affiliates, group companies or agents of the Bank;
- (xv) exchanging information with any financial institution, credit card acquirer and merchants accepting credit cards and entities with whom the Bank provide affinity/co-brand/private label credit/debit/charge card services; and
- (xvi) 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 (whether within or outside Hong Kong) 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) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Banks 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 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;
- (vii) 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
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and
- (ix) (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) and/ or (d)(viii) above; and
- (7) any credit card acquirer of a merchant accepting the credit card.
- Such information may be processed, kept or transferred to a place outside Hong Kong including without limitation, to the People's Republic of China.
- (f) The Bank takes all reasonably practicable means to protect the data, such as, by restricting the access of data by authorized personnel only and incorporating security measures into equipment in which data is held. Encryption technology is employed for sensitive data transmission. If the Bank engages data processors to handle or process personal data on the Bank's behalf (whether within or outside Hong Kong), the Bank would adopt contractual or other means to prevent any unauthorized or accidental access, processing, erasure, loss or use of the transferred data by the data processors.
- (g) 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 April 1, 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.
- Credit reference agencies 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, 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 databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (h) **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 behavior, 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 (h)(i) above to all or any of the persons described in paragraph (h)(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 (h)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (h)(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.

(i) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD-PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

- (j) 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); 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 the 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)).
- (k) 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 (i)(v) above) may be retained by the credit reference agency(ies) until the expiry of five years from the date of final settlement of the amount in default.
- (l) 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 (i)(v) above) may be retained by credit reference agencies, 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(ies), whichever is earlier.

- (m) The Bank may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Bank may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including, without limitation, credit card accounts and/or credit limits) which review may involve the consideration by the Bank of any of the following matters:
- (i) an increase in the credit amount or limit;
- (ii) the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit); or
- (iii) the putting in place or the implementation of a scheme of arrangement with customers.
- (n) 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.
- (o) 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 Construction Bank (Asia) Corporation Limited
CCB Centre
18 Wang Chiu Road
Kowloon Bay
Kowloon
Fax: (852) 3718 2500
- (p) The Bank may have obtained a credit report(s) on the customer from a credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- (q) Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
- (r) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.

Version Date: September 2022