

Notice to Customers relating to Customers' Data

- (a) From time to time, it is necessary for customers to supply Dah Sing Bank, Limited (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 by the Bank or the recipient of such data are as follows :-

- (i) the daily operation of the services, including ATM cards services and credit facilities provided to customers;
 - (ii) conducting credit checks;
 - (iii) assisting other financial institutions, credit or charge card issuing companies and debt collection agents to conduct credit checks and collect debts;
 - (iv) ensuring ongoing credit worthiness of customers;
 - (v) designing financial services or related products for customers' use;
 - (vi) marketing the following services and products (in respect of which the Bank may or may not be remunerated):
 - (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), advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be); and
 these services or products may be provided and/or marketed by:
 - (1) the Bank and Dah Sing Financial Holdings Limited's ("DSFH") group companies (including its overseas subsidiaries);
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty or privileges programme providers; and
 - (4) co-branding partners of the Bank and DSFH's group companies;
 - (vii) determining the amount of indebtedness owed to or by customers;
 - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (ix) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (x) 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-participations;
 - (xi) conducting matching procedures;
 - (xii) creating and maintaining the Bank's credit scoring models; 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) :-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, ATM / Electronic Fund Transfer service, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any branch, subsidiary, holding company, associated company or affiliate of the Bank;

- (iii) any other person under a duty of confidentiality to the Bank including a group company of DSFH which has undertaken to keep such information confidential;
 - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies
 - (vi) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (viii) 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
 - (1) DSFH's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty or privileges programme providers;
 - (4) co-branding partners of the Bank and DSFH's group companies (the names of such co-branding partners can be found in the application form(s), advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be); and
 - (5) external service providers (including but not limited to mailing houses, telecommunications 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) (vi).
- Such information may be transferred to a place outside Hong Kong.**

- (f) Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (the "Ordinance"), the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or the HKMA or other regulatory bodies, any customer has the right :-
- (i) to check whether the Bank holds data about him and the right 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 data held by the Bank;
 - (iv) to request to be informed 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;
 - (v) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank 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. In the event the account has had a default of payment lasting in excess of 60 days the data 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 or five years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier; and
 - (vi) to opt-out by withdrawing consent.
- (g) The Bank may access the database of credit reference agencies for the purposes of credit review from time to time. Which review may involve the consideration by the Bank of any of the following matters:-
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the customer.

- (h) 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.

- (i) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows :-

The Data Protection Officer
Dah Sing Bank, Limited
GPO Box 333,
Hong Kong
Fax : 2511 8566

- (j) 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 may, subject to a reasonable fee, advise the contact details of the relevant credit reference agency.
- (k) The expression "Customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). Credit means consumer and commercial credit (including Hire Purchase and Leasing). All references to one gender is a reference to all other genders and the singular includes the plural.
- (l) Nothing herein shall limit the right of customers under the Ordinance.

(The English version of this Notice shall prevail wherever there is a discrepancy between the English and Chinese version.)

May 2011