

Notice of Change in relation to Notice to Customers relating to Customers' Data

Dear Customer,

With effect from 31 December 2018, our "Notice to Customers relating to Customers' Data" will be revised. For details, please refer to the below revised version (new contents are underlined and deleted contents are marked with strikethrough lines).

Please visit our website www.dahsing.com/pdpo/faq2018/en to find out more about the above changes.

Dah Sing Bank, Limited

31 October 2018

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 by the Bank and its agents (including its solicitors and debt collection agencies) from (i) customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money or communicate with the Bank, whether verbally (which may be recorded by the Bank's telephone recording system) or in writing; (ii) credit reference agencies appointed by the Bank to provide credit reference services; (iii) agents (including its solicitors and debt collection agencies) appointed by the Bank to collect amounts outstanding from customers; (iv) the public records maintained by governmental or quasi-governmental authorities or other institutions or organizations (including but not limited to the Judiciary, the Official Receiver's Office, the Companies Registry and the Land Registry); and (v) other sources (for example, information obtained from the Internet or other public domain).

- (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 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, credit or charge card issuing companies and debt collection agencies to conduct credit checks and collect debts (through participating in the contribution or sharing of the data or otherwise);**
 - (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 the amounts of indebtedness owed to or by customers;
- (ix) collection of amounts outstanding from customers and those providing security for customers' obligations and the enforcement of obligations of customers and those providing security;
- (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 ("Hong Kong") 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 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;
- (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group companies of Dah Sing Financial Holdings Limited ("DSFH") (which shall, for the purpose of this Notice, include Dah Sing Financial Holdings Limited and all of its local and overseas subsidiaries whether owned by it directly or indirectly) and/or any other use of data and information in accordance with any group-wide programmes for (1) compliance with applicable legal and/or regulatory requirements issued from time to time by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong; (2) compliance with sanctions; or (3) prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xii) conducting matching procedures;
- (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) in connection with any card transactions, verifying customers' identities with any acquirer (or acquiring bank) of a merchant ("Acquirer") or sharing and/or exchanging information of customers with the Acquirer for its customer's identity verification purpose;

- (xv) sharing and/or exchanging customers' credit information with DSFH's group companies for internal risk management;
- (xvi) administering, processing and/or handling of insurance policies sold through the Bank;
- (xvii) monitoring compliance with legal and/or regulatory requirements;
- (xviii) in connection with any complaint handling;
- (xix) conducting market research and statistical analysis; and
- (xx) 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, 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 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 and may be existing currently and in the future;
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (viii) any Acquirer;
 - (ix) Dah Sing Tahoe Life Assurance Insurance Company Limited and/or Tahoe Insurance Services Limited (collectively "Tahoe"), its their successors and assigns ("DSLTA");
 - (x) any agent, contractor or third party service provider of DSLTA Tahoe (and its their respective successors and assigns) who provides administrative, marketing, sales, customer, telecommunication, computer or other services to DSLTA Tahoe (and their respective successors and assigns) in connection with the operation of its their business;
 - (xi) 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
 - (xii) (1) DSFH'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 DSFH's group companies (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s)/poster(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, social media platforms, 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 Personal Data (Privacy) Ordinance (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) and/or advertising leaflet(s)/poster(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) DSFH'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 DSFH's group companies (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s) / poster(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, the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or the Hong Kong Monetary Authority 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 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) 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.
- (l) 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.
- (m) 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
 - Dah Sing Bank, Limited
 - GPO Box 333,
 - Hong Kong
 - Fax : 2511 8566
- (n) 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.
- (o) 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 but not limited to Hire Purchase and Leasing). All references to one gender is a reference to all other genders and the singular includes the plural.
- (p) Nothing in this Notice shall limit the rights of customers under the Ordinance.

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

Dah Sing Bank, Limited

~~June~~ December 2017⁸

⁸This Notice shall become effective and applicable to bancassurance customers of the Bank only on 19 June 2017. For other customers, this Notice shall take effect on 31 July 2017.

| Dah Sing Bank, Limited |