



### Bank/Credit Reference

Do you maintain any account at the Bank? <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you maintain a payroll account at the Bank? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Types of Loans	Total No.	Total Loan Amount/Credit Limit	Total Outstanding Loan Balance	Total Monthly Repayment
Credit Card		HK\$	HK\$	HK\$
Overdraft		HK\$	HK\$	HK\$
Unsecured Loan		HK\$	HK\$	HK\$
Mortgage		HK\$	HK\$	HK\$
Others		HK\$	HK\$	HK\$
Credit Card Settlement Method <input type="checkbox"/> Full Payment <input type="checkbox"/> Partial Payment <input type="checkbox"/> Minimum Payment				

### Connected Parties

Is the Applicant one of the following persons ("Specified Persons") or their relative(s)\*?

(i) Employee\* of Public Bank (Hong Kong) Limited ("Bank") or its branches, subsidiaries or fellow subsidiaries, or other entities over which the Bank is able to exert control ("Specified Entities").

(ii) Directors, entity connected with a director\*, controller\* or minority shareholder controller\* of the Bank or the Specified Entities.

(iii) Firm, partnership or non-listed company\* in which the Bank or any of its controllers\*, minority shareholder controllers\* or directors is interested as director, partner, manager or agent.

\* As defined by the Banking Ordinance, the Company Ordinance and their subsidiary legislation and the relevant guidelines issued by the Hong Kong Monetary Authority. The Applicant may request for definitions from the Bank's staff.

No. I agree to notify the Bank promptly in writing if there is any change in status.

Yes. I am one of the Specified Persons above. Details are as follows:

Yes. I am relative\* of one of the Specified Persons above and confirm that I have obtained consent from the Specified Persons below for the provision of their information to the Bank and the Specific Entities for the purpose of enabling the Bank to comply with the Banking Ordinance and its subsidiary legislation. Details are as follows:

English Name	Chinese Name	Name of Specified Entities	Department	Position	Relationship with Applicant

### Documents Required

To ensure speedy processing of this application, please check if copies of the following documents are enclosed and put a "✓" in the appropriate box(es). (Documents supplied including this application form will not be returned. Additional documents may be required.)

HKID Card  Present address proof issued within 3 months, e.g. electricity bill

Applicable to Low Interest Personal Loan:

Latest 2 months' income proof for Regular Income Applicant; latest 3 months' income proof for Irregular Income/Self-employed Applicants (e.g. bank statement/passbook. Applicant who maintains a payroll account at the Bank is not required to provide his/her income proof)  (For loan amount of above HK\$300,000) Latest Tax Demand Note, Employer's Tax Return, etc. to show the past income

(For professional or self-employed) Latest practicing certificate, business registration or certificate of incorporation  (If applicable) Employment proof, e.g. payroll slip, MPF statement, company letter, etc.

(For Civil Servant) Employment proof, e.g. latest payroll slip/staff card  (For property owner) Proof of property ownership and mortgage status e.g. the latest mortgage loan repayment schedule/statement

Applicable to Simple Loan:

(For all Applicants) Latest 1 month's income proof  (For Self-employed Applicant) Latest Tax Demand Note (in personal name)

(For Regular Income Applicant and Self-employed Applicant) MPF Statement issued within 12 months  (For Irregular Income Applicant) MPF Statement showing at least 3 month's MPF contribution records within latest 6 months

### Declaration and Signature

I declare that the above information and document(s) enclosed are true and complete and authorise Public Bank (Hong Kong) Limited ("the Bank") to verify and exchange such information with and to obtain other credit information of myself from whatever sources the Bank may consider appropriate. I hereby confirm that

(i) (Please put a "✓" in the appropriate box)  no credit card issued in my name by any financial institution has been cancelled due to default in payment /  Total no. of \_\_\_\_\_ credit card issued in my name by any financial institution has/have been cancelled due to default in payment; (ii) I do not have any overdue payment in respect of any of my indebtedness; and (iii) no bankrupt order has been made against me and I am neither in the process of petitioning for bankruptcy nor have any intention to do so. I understand that if I knowingly make any false statement in my application with an intention to deceive, I may be liable for criminal prosecution. I acknowledge receipt of the "Notice to Customers and Others relating to the Personal Data (Privacy) Ordinance and Public Bank (Hong Kong) Limited's Data Policy etc." ("the Notice") and agree that from time to time, the personal data relating to me may be used and disclosed by the Bank in accordance with the Notice. I also agree the Bank may transfer my personal data outside Hong Kong Special Administrative Region, and conduct matching procedures using my personal data and such other personal data and information relating to me. I/We confirm that I/we have received Key Facts Statement for Instalment Loan ("KFS") and have read and understood the information in the KFS. I understand that remuneration of the Bank's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors. I agree to repay the loan and interest by monthly repayments specified in this application and further agree to comply with and be bound by the Terms and Conditions stated in this application form. If I request any early repayment of loan(s) (including but not limited to this personal loan) with the Bank, I agree and acknowledge that the Bank should conduct the credit assessment of the loan for me and reserves the right at its absolute and unrestricted discretion to vary the loan amount and interest or require immediate repayment of the loan. I acknowledge that the Bank shall have the right to decline my application without giving any reason.

#### Opt-out from Use of Personal Data in Direct Marketing

Please check and tick ("✓") the box(es) below if you do not wish the Bank to use your personal data in direct marketing through the specified means below:

- Direct Mailing  Telephone Calls  SMS  Email

(If you sign and return this application form without ticking any of the boxes above, it means that you have no objection to the Bank's use of your personal data in direct marketing through any means.)

I understand that the above represent my present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by me to the Bank prior to this application. I also understand that this opt out request will become effective within 7 business days after the Bank properly received.

I understand that the above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Notice and also understand that I could refer to the Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which my personal data may be provided for them to use in direct marketing.

Chinese version is for reference only. In case of any difference between English and Chinese versions, the English version shall prevail for all purposes.

S.V.

Signature of Applicant

Date (D/M/Y)

### For Bank Use Only

Type of Customer		<input type="checkbox"/> Generic Customer <input type="checkbox"/> Civil Servant <input type="checkbox"/> Professional <input type="checkbox"/> Home Owner <input type="checkbox"/> Refinance <input type="checkbox"/> Others _____					
Handling Branch		PV	[Y/N] D/M/Y	Time	Ext.		
<input type="checkbox"/> A	HK\$	Rate	%	Tenor	<input type="checkbox"/> R	Remarks	
ONotify	D/M/Y	Time	Ext.	LCon	D/M/Y	Time	Ext.
Loan No.				Auth. Sig.			

## Terms and Conditions of Public Bank (Hong Kong) Limited Personal Loan

1. Approval is conditional upon the credit record/information of the borrower ("the Borrower") having met the credit requirements of Public Bank (Hong Kong) Limited ("the Bank"). Successful applicants will be notified by a letter confirming the terms and conditions of the Personal Loan. Such approval will give rise to a creditor-debtor relationship between the Bank and the Borrower under the Personal Loan.
2. Borrower of Low Interest Personal Loan is classified into Generic Customer or Selective Customer. Selective Customer includes civil servant, professional customer, home owner and existing personal loan customer of the Bank ("the Selective Customer"). Generic Customer refers to customer who does not qualify as Selective Customer ("the Generic Customer").
3. The expression "the Loan" when used herein means the principal amount advanced by the Bank and outstanding at any relevant time under the approved Personal Loan, as the same is reduced from time to time by the monthly repayments or increased by any advance made in accordance with these terms and conditions.
4. The interest rate and all other charges shall be subject to variation from time to time at the Bank's absolute discretion. The Bank will give the Borrower 60 days' notice before effecting any variation unless such variation is beyond the Bank's control in which case the Bank will give the Borrower such period of notice as is reasonable in the circumstances. Any such variation will be binding on the Borrower if the Borrower continues to use the Loan or any part thereof or if any part of the Loan remains outstanding after the effective date of variation. Notwithstanding any other provision herein, the Loan, interest accrued thereon, and all other charges with respect to the Loan shall be subject to the Bank's customary overriding right of repayment on demand at any time.
5. The Loan will be subject to review at any time at the Bank's absolute discretion. In order to assess the creditworthiness of the Borrower, the Bank will check with a credit reference agency which collects information about individual's indebtedness and credit history. In the event there is any default in the Borrower's account, or the account is terminated or suspend for whatever reason or the Bank reasonably considers it necessary to protect its interest, the Bank reserves the right at any time and its absolute and unrestricted discretion to decrease, cancel, terminate or suspend the Loan, or require immediate repayment of all amount outstanding on the loan account together with all accrued interest. The Bank is authorised to deduct the aforesaid outstanding amount and interest, as well as any fees, charges and other amount owing hereunder, from the repayment account at any time, with or without prior notice and with or without cause.
6. The Bank is authorised to debit the account of the Borrower with the amount of each monthly repayment after the Loan has been drawn down and to apportion the monthly repayments between principal and interest based on "Rule of 78". For useful information of "Rule of 78", please refer to FAQ for Personal Loan in the Bank's website ([www.publicbank.com.hk](http://www.publicbank.com.hk)).
7. Early repayment of the Loan is permissible subject to repayment of the outstanding principal amount of the Loan, the interest that would otherwise have been payable on the next monthly repayment date and early repayment charges (calculated at 2% of the original Loan amount if repayment is made within the first year; and 2% of outstanding Loan amount thereafter). The amount payment upon early repayment will also be subject to the allocation of prior payments between principal and interest by the Bank based on "Rule of 78". For useful information of early repayment, please refer to FAQ for Personal Loan in the Bank's website ([www.publicbank.com.hk](http://www.publicbank.com.hk)).
8. Without prejudice to the other rights and remedies of the Bank, when the Borrower is in default of making any monthly repayment or any part thereof when due, a default handling fee of HK\$100 and overdue interest at the rate of 3% per month on a 30-day monthly basis by a simple basis calculation (i.e. 36% per annum) from the due date until the date of actual repayment or until repayment of the outstanding principal amount of the Loan has been demanded (whichever shall occur first), subject to changes at the Bank's absolute discretion, shall be charged on the amount of any overdue monthly repayment(s).
9. The outstanding principal amount of the Loan shall be subject to the Bank's overriding right of repayment on demand and interest at the rate of 36% per annum on a 365-day annual basis by a simple basis, from the date of demand until the date of repayment (both before and after judgment), subject to changes at the Bank's absolute discretion, shall be charged on the outstanding principal amount of the Loan and on any overdue monthly repayment(s) together with the relating handling fee and any overdue interest accrued thereon.
10. A handling fee based on the following percentage on the initial Loan amount for each period of 12 months (for any period less than 12 months will be counted on pro-rata basis) will be charged:
  - 10.1 For Low Interest Personal Loan, the handling fee is 1% per annum for the Generic Customer or 0.5% per annum for the Selective Customer.
  - 10.2 For Simple Loan, the handling fee is 1% per annum.
  - 10.3 The handling fee will be deducted from the initial Loan amount upon Loan drawdown.
11. The Bank may, without prior notice to the Borrower, combine or consolidate any outstanding principal, overdue interest on the Loan and/or handling fee with any other accounts which the Borrower maintains with the Bank and set-off or transfer any money standing to the credit of the Borrower's other accounts in or towards satisfaction of the Borrower's liability to the Bank in respect of the Loan.
12. The Bank reserves the right to charge the Borrower for any reasonable costs and/or expenses (legal and/or otherwise) incurred in the enforcement of the rights of the Bank.
13. The Borrower should immediately notify the Bank in writing of any change in the information given in the Borrower's Loan application. The Bank reserves the right to rescind any approval of the Loan and demand immediate repayment if any adverse change occurs prior to the Loan drawdown date or if any information provided to the Bank in the Borrower's Loan application proves to be inaccurate.
14. The Bank is authorised to contact all relevant parties for verification and/or to obtain any other information about the Borrower either verbally or in writing from time to time when it deems necessary.
15. The Bank may take such action as it thinks fit to enforce the terms and conditions hereof including without limitation employing third party agencies to collect any sums owing to the Bank and the Borrower shall be liable to reimburse on demand and indemnify the Bank in full against all reasonable costs and expenses incurred by the Bank in suing for or otherwise recovering any sum due to the Bank or otherwise in connection with any such enforcement action, including all reasonable legal charges and expenses on a full indemnity basis and the reasonable charges of any third party agent employed as aforesaid. The Bank shall be entitled to disclose any information in respect of the Borrower and the Loan to any other parties including any third party agent employed as aforesaid as the Bank may deem necessary without further reference to or consent from the Borrower.
16. If more than one person makes this application for the Loan, the obligation and liabilities of such persons to the Bank pursuant to the terms and conditions herein will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to any one of such persons will be deemed effective notification to all such persons.
17. The Bank reserves the right to supplement, delete and/or to amend any of the terms and conditions herein from time to time and the Bank will notify the Borrower of any such alteration by means of written notice thereof sent to the Borrower's last address notified to the Bank from time to time, or in such manner as the Bank thinks fit. In case of any such alternation which affects fees and charges and liabilities or obligations of the Borrower, the notice period will be 60 days.
18. Remuneration of the Bank's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.
19. No person other than the Borrower and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.
20. The Chinese translation of these terms and conditions and any other document issued by the Bank in connection with the Loan is provided for convenience only and the English version shall prevail for all purposes.
21. The terms and conditions herein shall be governed by the laws of the Hong Kong Special Administrative Region.

**Key Facts Statement (KFS) for Instalment Loan**  
**Public Bank (Hong Kong) Limited (PBHK)**

[Simple Loan]  
[6 October 2020]

**This product is an instalment loan.**

**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 instalment loan.**

**Interest Rates and Interest Charges**

Annualised Percentage Rate (APR) <sup>1</sup>	For a loan amount of HK\$100,000:			
	Loan Tenor	6-month	12-month	24-month
	APR	17.25%	18.49%	18.92%
Annualised Overdue / Default Interest Rate <sup>2</sup>	3% per month of the unpaid amount on due date (36% per annum)			

**Fees and Charges**

Handling Fee <sup>3</sup>	1%p.a. on the initial loan amount will be charged when the loan drawn down		
Late Payment Fee and Charge <sup>2</sup>	HK\$100 per overdue / default monthly repayment		
Prepayment / Early Settlement / Redemption Fee	(a) The Fee and Charge on prepayment / early settlement <sup>4</sup> :		
		Prepayment	Early Settlement
	For 1 <sup>st</sup> Year	2% on the original loan amount	
	Thereafter	2% on the loan outstanding amount	
	(b) Redemption Fee is not applicable to this loan product		
Returned Cheque / Rejected Autopay Charge	(a) If the loan repayment is made with the cheque issued and autopay account debited from relevant account of PBHK: <ul style="list-style-type: none"> <li>i. HK\$150 per returned cheque / rejected autopay payment due to insufficient fund</li> <li>ii. HK\$80 per returned cheque due to technical reasons (except post date)</li> </ul> (b) If the loan repayment is made with the cheque issued or autopay debited by the account of other banks, relevant fee and charge per returned cheque / rejected autopay payment for loan repayment please check with respective bank of the settlement account.		

**Additional Information**

- The above Annualised Percentage Rate ("APR") is calculated in compliance with the relevant guidelines as stipulated in the Code of Banking Practice, of which calculation is based on the loan amount, monthly flat rate 0.70%, respective loan tenor and handling fee 1%p.a. included. The APR is a reference rate which includes the basic interest rate and other related fees and charges of a product expressed as an annualised rate.
- Without prejudice to the other rights and remedies of PBHK, when the borrower is in default of making any monthly repayment or any part thereof when due, a default handling fee of HK\$100 and overdue interest at the rate of 3% per month on a 30-day monthly basis by a simple basis calculation (i.e. 36% per annum), from the due date until the date of actual repayment or until repayment of the outstanding principal amount of the Loan has been demanded (whichever shall occur first), subject to changes at PBHK's absolute discretion, shall be charged on the amount of any overdue monthly repayment(s).
- The handling fee of loan application is 1%p.a. and is charged on the initial loan amount. Such handling fee will be deducted from the disbursement amount upon loan drawdown.
- Early repayment is permissible subject to repayment of the outstanding principal amount of the loan, the interest that would otherwise have been payable on the next monthly repayment date and early repayment charges. The amount of payment upon prepayment or early repayment will also be subject to PBHK's determination of the allocation of prior payments between principal and interest based on the "Rule of 78". For useful information of early repayment, please refer to FAQ for Personal Loan in the Bank's website ([www.publicbank.com.hk](http://www.publicbank.com.hk)).
- All interest rates stated above are for reference only and are applicable to customer who fulfil relevant application requirements and accept to be bound by relevant terms and conditions.
- The final interest rates, loan amount approved and monthly repayment amount are subject to individual customers' credit status and final approval by PBHK.
- PBHK reserves the right to modify, suspend or terminate the promotion mentioned above and to amend the terms and conditions at any time without prior notice. Should any disputes arise, PBHK's decision shall be final and conclusive.
- In case of discrepancy between the English and Chinese versions, the English version shall always prevail.



## **Notice to Customers and Others relating to the Personal Data (Privacy) Ordinance and Public Bank (Hong Kong) Limited's Data Policy etc.**

This Notice provides information regarding the policy and practice of Public Bank (Hong Kong) Limited (the "Bank") in relation to personal and other data concerning Data Subjects.

- (a) From time to time, it is necessary for Data Subjects 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 Data Subjects in the ordinary course of the continuation of the banking relationship (e.g. when customers write cheques or deposit money or apply for credit facilities or otherwise carry out transactions as part of the Bank's services). The Bank will also collect data relating to the Data Subject from third parties (e.g. from the Bank's corporate customer in which the Data Subject is a shareholder director or other officer when the corporate customer opens an account with the Bank, or from third party service providers with whom the Data Subject 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 Data Subject may be used are as follows:
  - (i) provision of financial, banking and other related services (including but without limitation to deposit, financing, investment management, dealing, advisory, financial planning and custody services) and operation of the services and credit facilities provided to Data Subjects;
  - (ii) conducting credit and other status checks, whether at the time of application for credit or regular or special reviews (which normally will take place one or more times each year) or otherwise;
  - (iii) considering and assessing the Data Subject's application for the Bank's products and services;
  - (iv) processing applications for banking and/or other financial services and facilities;
  - (v) creating and maintaining the Bank's credit scoring and risk related models;
  - (vi) provision of reference (status enquires);
  - (vii) maintaining credit history of Data Subjects;
  - (viii) 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, collect and recover debts and enforce judgments;
  - (ix) ensuring ongoing credit worthiness of Data Subjects;
  - (x) designing and improving financial services or related products for Data Subjects' use;
  - (xi) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (xii) internal monitoring and control, including but without limitation to determining amounts owed to or by Data Subjects;
  - (xiii) enforcement of Data Subjects' obligations, including but without limitation to collection of amounts outstanding from Data Subjects and those providing security or otherwise acting as surety for the obligations of customers and other parties having liability to the Bank;
  - (xiv) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or the Bank Group Company 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); and
  - (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 Bank Group Company 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;
- (xv) 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;
  - (xvi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Data Subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xvii) conducting matching procedures (including related comparisons), whether for credit checking, data verification or otherwise and whether or not for and/or would result in adverse actions against the Data Subjects;
  - (xviii) responding to requests for information made for the purpose of complying with legal and/or regulatory requirements or by the court, the police, the law enforcement, supervisory or regulatory authority;
  - (xix) research and statistical analysis (including behavioral analysis);
  - (xx) all other incidental and associated purposes relating to any of the foregoing purposes.
- (e) Data (except data already in the public domain) held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties for any of the purposes set out in paragraph (d) above, irrespective of whether the place of business of the recipient is within or outside Hong Kong, whether or not the data would be transferred outside Hong Kong and whether the data will following such disclosure be collected held processed or used by such recipient in whole or in part outside Hong Kong :
- (i) any agent, any contractor, third party service provider, adviser or consultant who provides administrative, telecommunications, computer, data processing and analysis, payment, securities clearing, debt collection, valuation, research, legal, financial, accounting, audit or other services to the Bank or any Bank Group Company in connection with the operation of their respective business;
  - (ii) any Bank Group Company and any other person who has expressly or impliedly undertaken to keep such information confidential or otherwise is under a duty of confidentiality to the Bank;
  - (iii) any financial or other institution, credit charge or other card company with which the Data Subject has or proposes to have dealings;
  - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (v) third party service providers with whom the Data Subject has chosen to interact with in connection with the customer's application for the Bank's products and services;
  - (vi) 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;
  - (vii) any person to whom the Bank or any Bank Group Company is under an obligation or otherwise required to make disclosure under the requirements of any law, rule, regulation and



court order binding on or applying to the Bank or any Bank Group Company 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 Bank Group Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any Bank Group Company 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;

- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subject's obligations;
  - (ix) any party making any request mentioned in paragraph (d)(xvii) above;
  - (x) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Data Subject;
  - (xi)
    - (1) Bank Group Company;
    - (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 Bank Group Company (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 organizations; 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)(xi) above. Such information may be transferred to a place outside Hong Kong; and
  - (xii) legal and other professional advisers of any party mentioned in paragraphs (e)(i) to (e)(xi) above.
- (f) With respect to data in connection with mortgages applied by Data Subjects (whether as a borrower, mortgagor or guarantor and whether in the Data Subjects' sole name or in joint names with others) on or after 1 April 2011, the following data relating to Data Subjects (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 credit reference agencies:
- (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subjects' 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 Data Subjects with credit providers, as borrower, mortgagor or guarantor respectively and whether in the Data Subjects' 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 Personal Data (Privacy) Ordinance (the "Ordinance")).

- (g) USE OF DATA IN DIRECT MARKETING



The Bank intends to use Data Subjects' data in direct marketing and the Bank requires the Data Subjects' 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 Data Subjects 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 or the Bank Group Company'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 Group Company;
  - (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 Group Company (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires Data Subjects' 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 Data Subjects' consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the Data Subjects if it will receive any money or other property in return for providing the data to the other persons.

**If any individual does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, he/she may exercise his/her opt-out right by notifying the Bank.**

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

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

- (i) Under and in accordance with the Ordinance and the Code of Practice on Consumer Credit Data, any individual has the right:
  - (i) to check whether the Bank holds data about him/her and of access to such data;
  - (ii) to require the Bank to correct any data relating to him/her which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to personal 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 in the event of default to debt collection agencies, and be provided with further information to enable the making of data access and/or correction request(s) 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)).
- (j) 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 credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
  - (k) 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.
  - (l) The Bank may charge a reasonable fee for the processing of any data access request (whether or not by virtue of exercise of its right under the Ordinance).
  - (m) In relation to the rights of individuals as mentioned in paragraphs (i)(i) to (i)(iii) above, the person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of personal data held are to be addressed is as follow:

The Data Protection Officer  
Public Bank (Hong Kong) Limited  
120 Des Voeux Road Central  
Hong Kong  
Tel.: (852) 2541 9222  
Fax: (852) 2541 0009
  - (n) The Bank may have obtained a credit report(s) on the Data Subject from a credit reference agency(ies) in considering any application for credit. In the event that the Data Subject informs the Bank that he/she wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
  - (o) Nothing in this Notice shall limit the rights of Data Subjects under the Ordinance.
  - (p) Data Subject may, at any time, choose not to receive the Bank's promotional material. Data Subject should notify the Bank of such choice.

In this Notice, unless the context does not permit or otherwise requires,

**"Bank Group Company"** means any company which is a member of the group of companies to which the Bank belongs;

**“Consumer Credit”** has the meaning ascribed thereto under the Code of Practice on Consumer Credit Data (i.e. any loan, overdraft facility or other kind of credit provided by the Bank to and for the use of an individual, or to and for the use of another person for whom an individual acts as guarantor);

**“Data Subjects”** means customers of the Bank and other parties whose data have been supplied to (whether by themselves or otherwise) or otherwise held or obtained by the Bank, including but without limitation to applicants for banking services and facilities, sureties, suppliers, contractors and service providers of the Bank (whether the prospective or the actual ones), officers, representatives, managers, partners of any company, partnership, association or organization having banking or other relationship with the Bank;

**“Bank”** means Public Bank (Hong Kong) Limited (including all its branches and offices, whether within or outside Hong Kong) and its successors and assigns.

#### Notes

1. **By using or continuing to use any of the Bank’s services and products (including but without limitation to opening and maintaining any account with the Bank), providing information about the Data Subject himself/herself/itself, acting as surety for the liability of any other party to the Bank, providing service to, entering into commercial or other contractual arrangements with the Bank, a Data Subject is deemed to have accepted and agreed to the arrangements set out and to be bound by the provisions herein unless there is evidence to prove that the Data Subject has not received this Notice beforehand and has not become bound by any terms and conditions which make reference to this Notice or incorporate this Notice by reference.**
2. This Notice may from time to time be revised and updated by the Bank and prior notice of the amendments will be given.
3. Whether or not a copy of the latest version of this Notice has been provided by the Bank to a Data Subject or a prospective Data Subject, the Data Subject and the prospective Data Subject are welcome to obtain the latest version thereof from any branch of the Bank in Hong Kong or by calling the Bank’s Customer Hotline (852) 8107-0818 or by downloading from the Bank’s website at [www.publicbank.com.hk](http://www.publicbank.com.hk).
4. In the event of any conflict or inconsistency between the Chinese and English versions of this Notice, the English version shall prevail.

Public Bank (Hong Kong) Limited

如需索取中文版本，請致電 (852) 8107-0818 與大眾銀行職員聯絡。

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