

Asset Link Secured Overdraft Facility Risk Disclosure Statement

Below are the key risks associated with Asset Link Secured Overdraft Facility (the “Facility”) which are not exhaustive:

Interest Rate risk:

The interest rate of the Facility is based on Hong Kong Dollar Prime Lending Rate as quoted by Hang Seng Bank Limited (the “Bank”) from time to time (“HKD Prime”) plus / minus a pre-determined rate that the interest rate may subject to changes over time. When HKD Prime rate increases, the interest payment of the Facility will increase.

Repayment Risk:

The Maximum Limit of the Facility (i.e. available limit) is determined by the aggregate of the value of each of the assets comprising the Secured Assets (i.e. assets under the Integrated Account charged to the Bank to secure the Facility) multiplied by the applicable Discount Factor (i.e. loan ratio) which may vary from time to time and capped by the Approved Ceiling Limit. If unauthorised overdraft occurs (i.e. when the outstanding overdraft exceeds the Maximum Limit) for any reasons, including but not limited to decrease in value of the Secured Assets, change of the Discount Factor or termination of the Facility, the excess will be charged at the unauthorised overdraft interest rate(s) and you undertake to forthwith repay the unauthorised overdraft amount in cash or deposit with the Bank additional assets of such nature and value acceptable to the Bank to eliminate the unauthorised overdraft.

The Bank may exercise the overriding right of repayment on demand. If you failed to repay as demanded, the Bank is entitled to enforce the security over the Secured Assets including to retain or apply any cash comprising the Secured Assets as well as to sell part of or all the Secured Assets without demand or notice to you (irrespective of whether the market value of the Secured Assets drops drastically due to adverse market conditions) to settle the outstanding amount at any time and in any way it deems expedient.

Currency Risk:

If any of the Secured Assets is denominated in a currency different to the Facility in Hong Kong dollar, a conversion of one currency into another currency is required, such conversion shall be calculated at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time. The value of Secured Assets and the Maximum Limit may be changed due to fluctuations in foreign exchange rate.

Liquidity Risk:

Under adverse market condition, if the Bank exercise its right to enforce the security over the Secured Assets, it may be difficult to sell the Secured Assets, the selling price may also be affected when there is no or little liquidity for the Secured Assets in the market. You will be liable for the shortfall if the sales proceed of the Secured Assets is not sufficient to pay off the outstanding amount.

Risk associated with using the Facility to invest

If your source of fund for an investment transaction is from any form of credit facility such as the Facility, it is risky and any loss incurred from the investment may affect your repayment ability. You should carefully consider the additional risks related to such source of fund and investment arrangement as well as the adverse effect that may have on your financial situation (including but not limited to the interest and/or relevant charges incurred due to late or default in repayment, the potential loss could be magnified), and the suitability of the relevant investment transaction in light of such source of fund.

Important Note:

- The approval of the Facility and the Approved Ceiling Limit are subject to final decision of the Bank.
- Please refer to the Terms and Conditions of Secured Overdraft Facility in the application form as well as the provisions in Part I (General Terms and Conditions), Part IV (Terms and Conditions for Overdraft Facilities) and other applicable parts of the Integrated Account Terms and Conditions in relation to use of the Facility. In the event of any conflicts between such terms and conditions and this risk disclosure statement, such terms and conditions shall prevail.

Declaration

I/We hereby confirm and acknowledge I/we have read through and understood the information as set out above.

Name of Applicant(s)		
Date (DD/MM/YYYY)		
Signature	X _____ (I.V.)	X _____ (I.V.)

In case of any discrepancy between the English and Chinese versions of this Risk Disclosure Statement, the English version shall prevail.



Asset Link 抵押透支 風險披露聲明

以下為 Asset Link 抵押透支(「抵押透支」)的相關關鍵風險，所列之關鍵風險並非詳盡無遺。

利率風險:

抵押透支之息率是基於由恒生銀行有限公司(「本行」)不時公佈之港元最優惠利率加上/減去預定利率釐定，息率可能隨時間而變化。當港元最優惠利率上升時，抵押透支的利息支出將會增加。

還款風險:

抵押透支之最高貸款額(即可用抵押透支額)乃根據每種抵押資產(即於綜合戶口內抵押予本行以使用抵押透支之資產)乘以其所適用之抵押透支成數所得之總值而釐定，會不時作出調整，並以經批核抵押透支額限額為上限。如因為任何原因出現臨時透支，包括但不限於抵押資產價值下跌、抵押透支成數之更改或抵押透支被取消而出現臨時透支(即未償還透支額結欠超過最高貸款額)，超出最高貸款額之部份將按臨時透支息率收取利息，而閣下承諾須立即以現金或存入於性質及價值為本行認可之額外資產以償還臨時透支。

本行有權隨時要求閣下即時還款，若閣下未能履行還款，本行有權執行抵押資產之抵押權，包括扣押或動用抵押資產當中之現金以及自行酌情隨時按需要出售部分或全部抵押資產以償還結欠而毋須事前作出要求或通知(不論抵押資產的市場價值是否因市場情況而急劇下跌)。

貨幣風險:

若任何抵押資產之貨幣與港元之抵押透支不同，抵押資產需由一種貨幣兌換至另一種貨幣，貨幣兌換將按本行當時外匯市場之適用匯率而釐定，抵押資產的價值及最高貸款額或會因匯率的波動而改變。

流動性風險:

於不利的市況下，如本行行使其對抵押資產之抵押權時，或會難以出售抵押資產；而於沒有市場流動性或低流動性的情況下，抵押資產的售價亦可能受到影響。如出售抵押資產後未能償還所有結欠，閣下須負責剩餘的結欠。

與使用抵押透支作投資有關的風險

如閣下於一項投資交易的資金來源是從任何形式的信貸服務(例如抵押透支)取得，這存在一定風險，而從投資所招致的任何虧損可能會影響閣下的還款能力。閣下應仔細考慮與此資金來源和投資安排有關之額外風險以及對閣下的財政狀況可能造成的負面影響(包括但不限於逾期或未能還款而導致的利息及/或相關費用、潛在損失可能有所增大)，並應因應此資金來源仔細考慮有關投資交易的合適性。

重要事項:

- 本行保留批核抵押透支及經批核抵押透支額限額之最終決定權。
- 請參閱抵押透支申請表格內之抵押透支條款及細則，以及綜合戶口章則第 I 部分(一般章則)、第 IV 部分(「備用透支」章則)及綜合戶口章則之其他適用部分以使用抵押透支。本風險披露聲明與上述所列之條款及細則如有歧異，概以上述所列之條款及細則為準。

聲明

本人(等)謹此證實及確認本人(等)已閱讀並明白以上資料。

申請人(等)姓名		
日期 (日日/月月/年年)		
簽署	X _____ (I.V.)	X _____ (I.V.)

本風險披露聲明之英文文本與中文文本文義如有歧異，概以英文文本為準。



Asset Link 抵押透支申請表格
Asset Link Secured Overdraft Facility Application Form

只適用於優越私人理財
For Prestige Private only

致：恒生銀行有限公司(「恒生」)
To：Hang Seng Bank Limited ("Hang Seng")

日期(日/月/年)
Date(DD/MM/YY)

請用正楷填寫。Please complete in BLOCK LETTERS.

甲部 Part A — 抵押透支資料 Asset Link Secured Overdraft Facility Information	
戶口持有人(等)之姓名 Name(s) of Account Holder(s)	
綜合戶口號碼 Integrated Account No.	□□□□ - □□□□□□□□ - 88□□
抵押透支額上限(最少：港幣 200,000) Secured Overdraft Ceiling Limit (Minimum: HKD 200,000)	港幣 HKD
手提電話號碼 Mobile Phone Number	
貸款用途 Loan Purpose	<input type="checkbox"/> 備用 Standby <input type="checkbox"/> 個人用途 Personal Use <input type="checkbox"/> 償還債務 Debts <input type="checkbox"/> 其他 Others: _____

請注意：你申請的抵押透支服務設有相關費用，而使用抵押透支會收取有關利息。詳情請參閱申請表內附上之抵押透支條款及細則和產品資料概要。
Note: Related fee will be charged for the Secured Overdraft Facility that you apply for and interest will be charged by using the Secured Overdraft Facility. For details, please refer to the Terms and Conditions of Secured Overdraft Facility and Key Facts Statement attached in the application form.

乙部 Part B — 抵押透支條款及細則 Terms and Conditions of Secured Overdraft Facility	
1. 抵押透支息率 Interest Rate for the Secured Overdraft Facility 有關透支利息會於每月21日於上述綜合戶口下之港幣往來存款戶口(「往來存款戶口」)支取並以每年365/366日計算。 抵押透支息率為P-0.5%年息計算(上述綜合戶口的戶口級別於申請日期為優越私人理財) 在不影響本條款及細則中第9項條款的原則下，抵押透支息率將不會就上述綜合戶口的戶口級別變動而自動作出調整。 就本條款及細則而言，“P”或“最優惠利率”代表由恒生銀行有限公司(包括其繼承人及受讓人)(「恒生」)不時公佈之最優惠利率。 Interest will be debited from the Hong Kong Dollar Current Account of the above Integrated Account (the "Current Account") on the 21st day of each calendar month and will be calculated on the basis of a 365/366-day year. Interest shall be charged at P-0.5% per annum (where the Account Status of the above Integrated Account as at the date of this application is Prestige Private). Without prejudice to the generality of Clause 9 under the terms and conditions herein, the Interest Rate for the Secured Overdraft Facility will not be varied automatically notwithstanding any variation of the Account Status of the above Integrated Account. For the purpose of these terms and conditions, "P" or "Prime Rate" represents the best lending rate as quoted by Hang Seng Bank Limited (including its successors and assigns) ("Hang Seng") from time to time.	
2. 年費 Annual Fee 由恒生發出批核確認當日(下稱「成功落額日」)起，恒生將會每年收取一筆以經批核抵押透支額限額(列明於批核確認及其後任何之修訂)乘以0.1%計算之年費。如經批核抵押透支額限額之每年使用率為30%或以上，此項收費可獲豁免。每年使用率指以過去12個月(包括成功落額日當月)之平均每月已動用之經批核抵押透支額限額除以過去12個月之平均月底經批核抵押透支額限額。每月已動用之經批核抵押透支額限額指當月已動用之經批核抵押透支額限額總額除以當月總日數。月底經批核抵押透支額限額指當月最後一個工作日之經批核抵押透支額限額。年費將從往來存款戶口扣除。為免生疑問，如閣下取消抵押透支或減額，年費將按比例收取。 Hang Seng shall charge an annual fee at the rate of 0.1% on the Approved Ceiling Limit (as set out in the confirmation of approval and any subsequent amendments) payable annually in arrears starting from the date of the confirmation of approval issued by Hang Seng for approving this Secured Overdraft Facility (hereinafter referred to as "date of approval"). The annual fee will be waived if the annual utilization rate of the Approved Ceiling Limit is 30% or above. The annual utilization rate refers to the average monthly utilized balance of the last 12 months (including the month of the date of approval) divided by the average of month-end Approved Ceiling Limit of the last 12 months. Monthly utilized balance refers to the aggregate utilized balance of the month divided by the number of days of that month. Month-end Approved Ceiling Limit refers to the Approved Ceiling Limit on the last working day of the month. Annual fee will be debited from the Current Account. For the avoidance of doubt, if the Secured Overdraft Facility or any part thereof is cancelled, annual fee will be charged on a pro-rata basis.	
3. 臨時透支息率 Interest Rate for Unauthorised Overdraft 上述綜合戶口當時的戶口級別為優越私人理財，利息以最優惠利率另加6厘計算。 6% over the Prime Rate per annum where the Account Status of the above Integrated Account at the relevant time is Prestige Private.	
4. 抵押 Security 抵押透支以上述綜合戶口中所持有的抵押資產作為抵押。上述綜合戶口的任何附屬戶口中所持有的資產(不論現金或其他資產)均可不時被正式加入並記錄為抵押資產。其後該等被加入的資產將會納入用作計算抵押透支的最高貸款額。 The Secured Overdraft Facility is secured by the Secured Assets standing to the credit of the above Integrated Account. The assets (whether cash or other assets) which stand to the credit of any sub-account of the above Integrated Account can be formally added and recorded as the Secured Assets from time to time. Thereafter, the added assets will be taken into account in the calculation of the Maximum Limit of the Secured Overdraft Facility.	

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5. 最高貸款額定義 Maximum Limit Definition

- (i) 經批核抵押透支額限額或
- (ii) 每種構成抵押資產之資產之可用結餘(即已存入、已結算及即時可用的資產結餘, 不包括因任何原因被凍結或受限制之資產)分別乘以其所適用之抵押透支成數後, 所得之總值((i)及(ii)兩者以低者為準)。抵押資產及抵押透支成數之定義詳見於綜合戶口章則。為免生疑慮, 抵押資產之定義包括閣下透過與恒生訂立(或將訂立)之任何附加合約而受(或可能將受)綜合戶口章則所規限之任何交易下之所有金錢、資產及其他財產。為免生疑慮, 閣下之最高貸款額為閣下之抵押透支不時獲授權可使用之透支額。

Whichever is the less of

- (i) the Approved Ceiling Limit; or
- (ii) the aggregate of the value of the available balance (balance of cleared, settled and immediately available assets, excluding assets which are frozen or under restrictions for whatever reasons) of each of the assets comprising the Secured Assets multiplied by the applicable Discount Factor. The terms Secured Assets and Discount Factor have the meanings defined in the Integrated Account Terms and Conditions. For the avoidance of doubt, the term Secured Assets includes all moneys, assets and other property of you under any transaction(s) which are or may become subject to the Integrated Account Terms and Conditions by virtue of any supplemental agreement(s) executed or to be executed by you with Hang Seng.

For the avoidance of doubt, the Maximum Limit represents the authorized overdraft limit as may be available to you under the Secured Overdraft Facility from time to time.

6. 最高貸款額 Maximum Limit

- a. 抵押透支將會以透支形式供閣下之往來存款戶口使用。
- b. 如抵押透支乃由多於一種抵押資產作抵押, 恒生理決定運用每種抵押資產作抵押未償還抵押透支之次序。
- c. 恒生理有絕對酌情權可不時決定每種抵押資產之抵押透支成數(定義見綜合戶口章則);
- d. 恒生理有絕對酌情權因應當時環境, 包括但不限於市場情況及有關抵押資產之價格或表現, 隨時調整每種抵押資產之抵押透支成數, 而毋須事前通知閣下;
- e. 恒生理根據閣下向其抵押之抵押資產市值而計算之最高貸款額, 不論何時均須受適用之抵押透支成數限制, 並隨有關之抵押資產市值及抵押透支成數變動而調整;
- f. 閣下有責任不時向恒生理查詢閣下押與恒生之抵押資產之適用抵押透支成數及抵押透支下未償還之貸款金額, 以確保該貸款金額在任何時候均不會超過最高貸款額;
- g. 任何超過最高貸款額之貸款, 均會由出現過額當日至實際償還有關過額貸款為止, 按上述臨時透支息率收取利息(即使涉及任何法律追討裁決之前或之後); 及
- h. 恒生理有絕對酌情權可不時更改有關經批核抵押透支額上限之數額或其任何部份。

為清楚起見, 即使本條款及細則有任何規定, 閣下明確地聲明及認可, 恒生理有絕對酌情權隨時拒絕給予抵押透支或其中任何部份而毋須事前通知閣下及給予任何理由, 即使有關批核確認中指定的最高貸款額尚未被完全使用或超過。

- a. The Secured Overdraft Facility will be made available by overdrawing the Current Account.
- b. If the Secured Overdraft Facility is secured by more than one type of Secured Assets, Hang Seng shall be entitled to determine the order in which each type of Secured Assets is applied to secure the outstanding amount under the Secured Overdraft Facility.
- c. Hang Seng shall have absolute discretion in specifying Discount Factor(s) (as defined in the Integrated Account Terms and Conditions) in respect of each type of Secured Asset from time to time;
- d. Hang Seng may at its absolute discretion, at any time and without prior notice to you, revise the Discount Factor applicable to any Secured Assets in the light of prevailing circumstances which Hang Seng considers relevant including, without limitation, market conditions and the value and performance of the relevant Secured Assets;
- e. The Maximum Limit calculated by reference to the market value of the Secured Assets charged to Hang Seng shall be subject to the applicable Discount Factors at all times and adjusted automatically with any change in the market value of the Secured Assets and such Discount Factors;
- f. It is your duty to check with Hang Seng from time to time the Discount Factors applicable to the Secured Assets charged to Hang Seng and the amount outstanding under the Secured Overdraft Facility and to ensure that such amount does not exceed the Maximum Limit at any time;
- g. Interest will be charged on any amount outstanding under the Secured Overdraft Facility which exceeds the Maximum Limit at the unauthorized overdraft rate(s) specified above from the date on which such excess was incurred up to the date of actual repayment of such excess (as well after as before judgment); and
- h. Hang Seng shall have absolute discretion to vary from time to time the amount(s) or any part thereof of the Approved Ceiling Limit.

For the sake of clarity, you expressly declares and acknowledges that notwithstanding any provisions hereof, Hang Seng shall be at liberty to refuse and/or reject to grant the Secured Overdraft Facility or any part thereof at any time without any prior notice or reference to you and without assigning any reason whatsoever therefor if Hang Seng feels at its absolute and unfettered discretion unsafe so to do notwithstanding that the Maximum Limit of the Secured Overdraft Facility specified in the relevant confirmation of approval has not yet been fully drawn, utilized or otherwise exceeded.

7. 檢討期 Term

抵押透支由恒生按年檢討, 恒生並有權對抵押透支不予續批。如恒生不擬續批抵押透支, 將會於每年檢討後通知閣下。如恒生未有給予閣下有關通知, 則閣下可繼續根據本條款及細則使用抵押透支。

The Secured Overdraft Facility is subject to annual review by Hang Seng. Hang Seng has no obligation to renew the Secured Overdraft Facility and will notify you after an annual review if Hang Seng has decided not to renew the Secured Overdraft Facility. If no such notice is given by Hang Seng, you may continue to use the Secured Overdraft Facility subject to the terms and conditions set out herein.

8. 其他費用及收費 Other Fees and Charges

恒生理可隨時就抵押透支徵收其他收費、費用及佣金。

Hang Seng may from time to time at its discretion impose further charges, fees and commissions in connection with the Secured Overdraft Facility.

9. 利息及收費更改 Variation of Interest and Fees

恒生理有權隨時就抵押透支應付之息率、收費、其他費用及佣金作出修訂。若閣下於修訂生效日期後仍繼續運用抵押透支(或其中任何部份)或抵押透支仍有任何結欠, 則閣下會被視作接受該等修訂及受其約束。

All applicable interest rates, fees, charges and commissions payable by you to Hang Seng in connection with the Secured Overdraft Facility shall be subject to variation from time to time at Hang Seng's absolute discretion. Any such variation will be binding on you if you continue to use the Secured Overdraft Facility (or any part thereof) or if any part of the Secured Overdraft Facility remains outstanding after the effective date of variation.

10. 還款及匯率 Repayment and Exchange Rate

閣下須於恒生隨時要求時就抵押透支還款。閣下須以港幣償還抵押透支結欠, 或於恒生同意下以其他貨幣償還。在此情況下, 由一種貨幣兌換為另一貨幣之匯率, 得由恒生按當時外匯市場之適用匯率而定, 並屬最終決定及對閣下具約束力。

Repayment shall be on demand and you shall repay to Hang Seng any amount outstanding under the Secured Overdraft Facility in Hong Kong dollar or, if Hang Seng agrees, in a different currency. In that case, the conversion of one currency into another currency shall be calculated at the rate determined by Hang Seng to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you.

11. 保證及承諾 Warranties and Undertakings

閣下向恒生保證及承諾:

- a. 倘若對償還抵押透支(或其中任何部份)或任何因抵押透支或根據本條款及細則而產生之付款出現困難時, 會即時通知恒生。
- b. 在恒生要求時及認為有需要或有利於執行其於抵押透支及抵押品之權力及權利時, 簽立所需文件及履行所需行為(包括但不限於為提供任何抵押品或額外抵押品)。
- c. (如閣下於申請抵押透支當日為香港特別行政區政府僱員)閣下與恒生並無任何公事上之交易, 閣下並承諾日後如涉及任何與恒生有關之公事交易, 會立即以書面通知恒生。

You warrants and undertakes to Hang Seng:

- a. to inform Hang Seng as soon as possible of any difficulty in repaying the Secured Overdraft Facility (or any part thereof) or in meeting any payment to Hang Seng arising from the Secured Overdraft Facility or otherwise pursuant to these terms and conditions;
- b. at the request of Hang Seng, to execute such documents and perform such acts (including, without limitation, for the purpose of providing any security or additional security) as Hang Seng may consider necessary or expedient in relation to the exercise of its powers and rights in connection with the Secured Overdraft Facility and the relating security; and
- c. (if you are a servant of the Hong Kong Special Administrative Region ("HKSAR") as at the date of your application of the Secured Overdraft Facility) you have no official dealings with Hang Seng and you undertake to inform Hang Seng promptly in writing if you later become involved in official dealings with Hang Seng.

12. 費用 Expenses

與抵押透支有關(包括但不限於維持及執行恒生於抵押透支及有關抵押品之權利及利益)而合理地產生之一切合理支出(包括法律費用或其他)概由閣下負責。

All expenses (legal or otherwise) of reasonable amount and reasonably incurred by Hang Seng, if any, in connection with the Secured Overdraft Facility (including, without limitation, preserving and enforcing Hang Seng's rights and interest relating to the Secured Overdraft Facility and the relating security) shall be borne by you.

13. 收費及費用繳付 Payment of Fees and Expenses

恒生有權毋須事先通知而不時於往來存款戶口支取閣下應付與恒生之所有費用(包括但不限於手續費及年費)、收費、佣金及支出。該等費用及收費會作為貸款本金之一部份及須據此計算利息。

Hang Seng shall be entitled to debit all fees (including, without limitation, handling fee and annual fee), charges, commissions and expenses payable by you to Hang Seng from time to time from the Current Account without prior notice, and they shall form part of the principal due to Hang Seng and bear interest accordingly.

14. 銀行記錄 Bank's Records

恒生之賬冊及記錄將屬閣下不時對恒生虧欠債務之最終及具決定性證據, 除非及直至相反證明成立。

The books and records of Hang Seng shall be final and conclusive evidence concerning the indebtedness of you owed to Hang Seng from time to time unless and until the contrary is established.

15. 約束力 Binding Effect

本條款及細則對閣下及閣下之任何個人代表, 合法承繼人或核准受讓人具有約束力。

These terms and conditions shall be binding on you and your personal representatives, lawful successors or permitted assigns.

16. 其他 Others

- a. 抵押透支乃根據綜合戶口章則之規定而提供。如本條款及細則與綜合戶口章則有歧異, 概以本條款及細則為準。

The Secured Overdraft Facility is granted subject to provisions of the Integrated Account Terms and Conditions. In case of any inconsistency between these terms and conditions herein and the Integrated Account Terms and Conditions, the former shall prevail.

- b. 除閣下及恒生以外, 並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文, 或享有本條款及細則的任何條文下的利益。

No person other than you and Hang Seng 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.

17. 即時還款 Repayment on Demand

即使有任何相反規定, 恒生有權隨時終止抵押透支及要求閣下即時還款。

Notwithstanding any other provision to the contrary, the Secured Overdraft Facility is subject to Hang Seng's customary overriding right of termination and repayment on demand.

18. 抵銷權 Right of Set-off

恒生可不予預先通知, 將閣下於恒生之賬戶內(不論屬單獨名義或閣下與任何人士之聯名)任何幣值之結存撥作支付閣下不論屬何種身份欠負恒生之任何債項(不論屬實際或或然、或不論屬閣下單獨或閣下與任何其他人士共同欠負者)。如屬聯名賬戶, 恒生可行使此抵銷權, 並將該聯名賬戶之任何結存撥作支付該聯名賬戶一名或一名以上持有人欠負恒生之任何債項。

Hang Seng have the right at any time and without prior notice, to apply any credit balance in any currency on any of your accounts with Hang Seng, whether in your sole name or in the joint names of you and any other person(s), in or towards satisfaction of any indebtedness owing by you to Hang Seng in whatever capacity and whether actual or contingent or whether owing solely by you or owing by you jointly with any other person(s). In the case of a joint account, Hang Seng may exercise this set-off right and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owing to Hang Seng by one or more of the holders of such joint account.

19. 修訂 Amendments

恒生有權隨時或不時修訂及/或增加本條款及細則, 有關修訂將於恒生向閣下發出通知後生效(任何修訂如涉及恒生收費/費用及閣下之責任或義務, 恒生會於生效日期前60日發出通知; 至於其他修訂, 恒生將按照個別情況釐訂合理之通知期限)。若閣下於生效日期後仍繼續運用抵押透支(或其任何部份)或抵押透支之任何部份於該生效日期後仍有結欠, 有關修訂即對閣下具有約束力。

Hang Seng shall be entitled to revise the terms and conditions set out herein and/or introduce additional terms and conditions at any time and from time to time and any variation shall become effective subject to Hang Seng's notice (for a period of 60 days for any variation affecting fees and charges of Hang Seng and liabilities or obligations of you, and for such reasonable period as Hang Seng may prescribe in the case of any other variations) and shall be binding on you if you continue to use the Secured Overdraft Facility (or any part thereof) or if any part of the Secured Overdraft Facility remains outstanding after the effective date of variation.

20. 替代效應 Superseding Effect

於收到有關抵押透支通知起, 本條款及細則將取代適用於上述綜合戶口之現有抵押透支的所有批核確認/條款及細則, 該等現有抵押透支將按本條款及細則提供。

Upon the receipt of the relevant confirmation in respect of the Secured Overdraft Facility, the terms and conditions herein shall supersede all prior confirmation of approval / terms and conditions in respect of any existing Secured Overdraft Facility granted under the above Integrated Account and the terms and conditions of any such existing Secured Overdraft Facility shall be amended by the terms and conditions herein accordingly.

乙部 Part B – 抵押透支條款及細則(續) Terms and Conditions of Secured Overdraft Facility (Cont.)

21. 個人資料 Personal Data

- a. 閣下知悉及同意恒生可根據不時給予客戶及其他個人人士之結單、通函、通知、條款及細則內所載有關使用及披露個人資料的政策，持有、使用、處理及向指定人士披露閣下應恒生之要求而提供或於閣下與恒生之交易過程中所收集有關閣下之個人資料及其他資料(「該等資料」)作指定用途。閣下並確認及同意恒生將該等資料披露予任何債務追收代理、信貸資料服務機構或類似服務之提供者，或由彼等予以持有、使用及處理，以便核實該等資料或將該等資料提供予其他機構，作為(a)信貸或其他方面之查核；及(b)協助彼等收取債務。同時，閣下進一步確認及同意恒生可將該等資料轉移至香港特別行政區以外地方，並可將該等資料及其他關於閣下的個人資料及其他資料用於進行個人資料(私隱)條例所界定的核對程序，及提供與閣下有關之銀行證明書或信貸諮詢用途。

You acknowledge and agree that all personal data and information relating to you which are provided by you at the request of Hang Seng or collected in the course of dealings between you and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers and other individuals from time to time. You also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agencies or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks; and (b) to assist them to collect debts. You further acknowledge and agree that Hang Seng may transfer the Data outside the HKSAR, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to you, and provide banker's or credit references in respect of you.

- b. 閣下同意當恒生認為有需要或適當時，可將該等資料及有關貸款之資料或詳情轉給在香港特別行政區境內或境外的任何服務供應商，以便該等供應商為恒生進行資料處理或代表恒生向客戶提供任何服務。若該等境外服務供應商所在地區的資料保障法例較為寬鬆，恒生將要求該等服務供應商向恒生作出與香港特別行政區之資料保障法例相類似的保密承諾。恒生將會繼續負責將該等資料及詳情保密。

Where Hang Seng considers it necessary or appropriate, Hang Seng may transfer any such Data, details or information in relation to the loan to any service provider (whether situated in or outside the HKSAR) for the purpose of data processing or providing any service on behalf of Hang Seng to you. Where the service provider is situated outside the HKSAR in an area where there are less stringent data protection laws, Hang Seng will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in the HKSAR. In any event, Hang Seng will remain responsible for ensuring the confidentiality of such Data, details and information.

22. 聯名戶口 Joint Account

若上述綜合戶口之戶口持有人超過一位人士，即使任何一位對恒生之任何責任獲恒生解除或因任何理由而未受有效約束，全體及每位均須受本條款及細則約束，並共同及個別承擔責任。

Where the account holder of the above Integrated Account comprises more than one person, the terms and conditions herein shall be binding on all and each of them jointly and severally notwithstanding that any of them may be released from any obligation by Hang Seng or may not be effectively bound due to any reason.

23. 有效文本 Governing Version

本條款及細則之英文本與中文譯本文義如有歧異，概以英文本為準。

Should there be any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

24. 管轄法律及司法權管轄 Governing Law and Jurisdiction

恒生及閣下均接受香港法院行使非專屬司法管轄權。然而，本章則及任何由閣下作出並以恒生為受益人之抵押，可在任何擁有管轄權之法院強制執行。

Each of Hang Seng and you submits to the non-exclusive jurisdiction of the Hong Kong Courts but these Terms and Conditions and any security created by you in favour of Hang Seng may be enforced in the Courts of any competent jurisdiction.

本條款及細則受香港特別行政區法律規管，並按其詮釋。

These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

適用於推廣優惠的條款 Special Terms for Promotion

由成功落額日起計首年之年費可獲豁免。

The Annual Fee will be waived for the first year from the date of approval.

丙部 Part C – 薪酬制度披露聲明 Remuneration System Disclosure Statement

恒生目前所採用之銷售員工及授權代表薪酬制度(包括底薪及獎勵金)均考慮多方面之工作表現，而銷售營業額只是其中一項考慮因素。

The current remuneration system for sales staff and authorized agents (including the basic salary and incentive) adopted by Hang Seng is a measurement of the overall work performance and sales revenue is only one of the considerations.

丁部 Part D – 聲明 Declaration

本人(等)現向恒生申請透過本人(等)往來存款戶口給予一項抵押透支。本人(等)須遵守恒生不時訂定之有關條款。鑑於此抵押透支，本人(等)(a)以實益擁有人身份透過抵押資產(定義見綜合戶口章程)之所有權利、產權及利益抵押予恒生，直至所有抵押款項(定義見綜合戶口章程)(如有)清償為止；及(b)現委任恒生及恒生授權之任何人士為被授權人，可毋須知會或得到本人(等)同意，代表本人(等)，並以本人(等)名義或被授權人名義，簽署一切所需文件及辦理一切所需事情，務使便利恒生行使上述抵押賦予之權力及權利。上述委任乃屬不可撤銷者。

I/We request Hang Seng to grant a Secured Overdraft Facility on the Current Account subject to such terms as Hang Seng may from time to time determine. In consideration of such Secured Overdraft facility, I/we (a) as beneficial owner charge by way of security and release to Hang Seng all my/our right, title and interest in and to the Secured Assets (as defined in the Integrated Account Terms and Conditions) until all the Secured Moneys (as defined in the Integrated Account Terms and Conditions) (if any) have been paid or discharged and (b) irrevocably appoint Hang Seng and any person appointed by it to be my/our attorney and in the name and on behalf and as the act or deed of me/us or otherwise, without any reference to or consent from me/us, to execute all documents and to do all things as may be required for the exercise of all or any of the powers and rights conferred on Hang Seng under the aforesaid security as it may consider expedient in connection with the exercise of such powers and rights.

(更改證券戶口處理進支/股息指示)本人(等)現要求及委託恒生，直至另行通知為止，將本人(等)於上述綜合戶口下之證券戶口進行有關證券交易之應得或應付之款額，包括應得股息或現金紅利等，於派發之到期日扣除恒生收取相關手續費後，進支至往來存款戶口，並可在此戶口扣除因執行本人(等)之指示而收取之費用。

(Change of Settlement / Dividend Instruction for Securities Account) I/We request and authorize Hang Seng, until further notice, to credit the proceeds and/or any payment(s) from shares dealing, including the dividends, cash bonuses etc from time to time falling due and becoming payable on the stocks and shares now or which may hereafter be deposited under the Securities Account under the above Integrated Account, and debit any payment(s) and/or withdrawal(s) in relation to the transactions carried out under the said Securities Account to/from the Current Account.

本人(等)確認此貸款申請並非由第三方轉介。

I/We confirm that this loan application was not referred by a third party.

本人(等)已詳閱及明瞭上述之「條款及細則」內容及「透支服務產品資料概要」，並同意受該條款及細則及其後可能作出之修訂約束。

I/We have read and understood all the terms and conditions above and "Key Facts Statement (KFS) for Overdraft Facility" and agree to be bound by them (as amended from time to time).

丁部 Part D – 聲明(續) Declaration (Cont.)

本人(等)承諾通知恒生如本人(等)現時(或於過往12個月內)為恒生或其附屬公司(註)之董事、行政總裁或主要股東；或任何上述之董事、行政總裁或主要股東之配偶、同居者、擁有血緣關係、通過婚姻或領養的親屬，或任何在此條文所述之人士之信託的受託人。恒生需要該等資料以遵守上市規則。
(註):「附屬公司」一詞應依照經不時修訂及補充之《公司條例》(香港法律第622章)的定義。
I/We undertake to advise Hang Seng if I/we am/are currently (or was/were during the last twelve months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries(Note); or I/we am/are a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause. Hang Seng requires the information to comply with the Listing Rules.
(Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as amended and supplemented from time to time.

同意個人資料用於新用途 Consent for the Use of Personal Data for New Purposes

通過在以下簽署，本人(等)同意恒生銀行有限公司(「恒生」)可以根據附於本申請表格之《私隱聲明》(「該聲明」)所載的指定用途使用和披露恒生目前或以後持有之關於本人(等)之所有個人資料。*
By signing this application form, I/we agree that Hang Seng Bank Limited ("the "Bank") may use and disclose all personal data about me/us that the Bank currently or subsequently hold for the purposes as set out in the Privacy Notice which accompanies this application form ("Notice"). *

戊部 Part E – 關係申報 Relationship Declaration

閣下是否為以下人士的親屬^：恒生、其分行、其附屬公司或其聯屬公司(不論在香港境內或境外，例如香港上海滙豐銀行有限公司)，或恒生能對其行使控制的其他實體的董事/僱員*/控權人*/小股東控權人*？

Are you a relative^ of any of the directors / employees* / controllers* / minority shareholder controllers* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

否，倘這些資料不再真實正確，本人(等)同意儘速以書面通知恒生。
No, and I/we agree to notify Hang Seng promptly in writing if this information is no longer true and correct.

是(請填上親屬的名字) 英文全名 關係
Yes (please state his / her full name) Full name in English: _____ Relationship: _____

閣下是否為恒生、其分行、其附屬公司或其聯屬公司(不論在香港境內或境外，例如香港上海滙豐銀行有限公司)，或恒生能對其行使控制的其他實體的董事/僱員*/控權人*/小股東控權人*？

Are you a director / employee* / controller* / minority shareholder controller* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

否，倘這些資料不再真實正確，本人(等)同意儘速以書面通知恒生。
No, and I/we agree to notify Hang Seng promptly in writing if this information is no longer true and correct.

是(請填上職員號碼) 職員號碼
Yes (please state your staff number) Staff number: _____

本人(等)確認本人(等)已獲得以上提及的人士的同意提供其資料給恒生、其分行、其附屬公司及其聯屬公司以便恒生及其聯屬公司能遵守《銀行業(風險承擔限度)規則》。

I/We confirm that I/we have obtained consent from the individuals listed above for the provision of their information to Hang Seng, its branches, subsidiaries and affiliates for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

本人(等)授權(並代表以上提及的人士授權)恒生與恒生的分行、附屬公司及聯屬公司交換有關本人(等)/以上提及的人士及本人(等)/以上提及的人士持有的融通的資料以便恒生及其聯屬公司能遵守《銀行業(風險承擔限度)規則》。

I/We hereby authorise (and authorise on behalf of the above persons) Hang Seng to exchange with Hang Seng's branches, subsidiaries and affiliates information relating to me/us/the above persons and the facilities granted to me/us/the above persons for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

成部 Part E – 關係申報(續) Relationship Declaration (Cont.)

^ 「親屬」指：a) 父母、祖父母或外祖父母、或曾祖父母或外曾祖父母；b) 繼父母或領養父母；c) 兄弟或姊妹；d) 配偶，或其父母、繼父母或領養父母、兄弟或姊妹；e) 如該人是夫妻關係的一方，該關係中的另一方；f) 同居伴侶；g) 子、繼子、女、繼女或領養子女；或 h) 孫或孫女、外孫或外孫女、曾孫或外曾孫、或曾孫女或外曾孫女。

就這定義而言：「領養」指以香港法律所承認的方式領養；「同居伴侶」就與另一自然人有同居關係的某自然人而言，指該另一自然人；「同居關係」指作為情侶在親密關係下共同生活的2名自然人(不論同性或異性)之間的關係；「夫妻關係的一方」就夫妻關係而言，指該關係中的男方或女方；及「夫妻關係」指由男方與女方在1971年10月7日前締結的夫妻關係，而在該關係下，女方於男方在生時已被其妻子接納為男方的妾，而男方家人亦普遍承認如此。

^ "Relative" means: a) a parent, grandparent or great grandparent; b) a step-parent or adoptive parent; c) a brother or sister; d) the spouse, or his/her parent, step-parent or adoptive parent, brother or sister; e) if the individual is a party to a union of concubinage, the other party of the union; f) a cohabitee; g) a son, step-son or adopted son, daughter, step-daughter or adopted daughter; or h) a grandson, granddaughter, great grandson or great granddaughter.

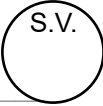
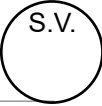
For the purpose of this definition: "adopted" means adopted in a manner recognized by the laws of Hong Kong; "cohabitee", in relation to a natural person who is in a cohabitation relationship with another natural person, means the other natural person; "cohabitation relationship" means a relationship between 2 natural persons (whether of the same sex or of the opposite sex) who live together as a couple in an intimate relationship; "party to a union of concubinage", in relation to a union of concubinage, means the male partner or the female partner of the union; and "union of concubinage" means a union of concubinage entered into by a male partner and a female partner before 7 October 1971, under which union the female partner has, during the lifetime of the male partner, been accepted by his wife as his concubine and recognized as such by his family generally.

*備註：閣下可向恒生查詢有關定義及以上所提及機構的名單。

*Remark: You may request from Hang Seng the definitions of these terms and a list of the abovementioned entities.

本申請表格之英文本與中文譯本文義如有歧異，概以英文本為準。

In the event of discrepancy between the English and Chinese versions of this Application Form, the English version shall prevail.

戶口持有人簽署、蓋章及交付 Signed, Sealed and Delivered by Account Holder	聯名戶口持有人簽署、蓋章及交付 Signed, Sealed and Delivered by Joint Account Holder
	
X 請用留存恒生之印鑑簽署 Please use signature/chop filed with Hang Seng	X 請用留存恒生之印鑑簽署 Please use signature/chop filed with Hang Seng
所有聯名戶口持有人均須簽署 All Joint Account Holders must sign	

銀行專用 For Bank Use			
For Branch			
Please tick or specify if there is any finding:			
AGE <input type="checkbox"/> over 64	<input type="checkbox"/> K071	K072 _____	A071 _____
Account Status			
<input type="checkbox"/> Prestige Private	<input type="checkbox"/> Prestige	<input type="checkbox"/> Preferred	<input type="checkbox"/> Others
Checked & confirmed by			
Name : _____ (Staff ID : _____)			
PVC Customer(s) <input type="checkbox"/> Yes <input type="checkbox"/> No Customer Name(s) _____			
Remark (if applicable): _____			
Transaction Br. Code	Transaction Staff ID	Referral Staff ID	Authorised Signature
Note : Signing this form will pledge ALL assets including Securities Account (085), Investment Funds Account (382).			

For Process Management			
Connected Party (83)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Remark: _____
K072 CDS CS83	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

>OPS>BOS

BSA19S-F24(YX) 6-6 06/24 E <BSA19S>

私隱聲明

致各客戶及其他個別人士關於個人資料（私隱）條例（「條例」）的通知

我們致力保護你的私隱

1

收集及儲存

我們收集你的資料的途徑包括

- 經你與我們的互動及使用我們的產品和服務
- 在你瀏覽我們的網站或應用程式時經 cookies 及類似技術（詳情請查閱「Cookies 政策」）
- 從其他人士及公司（包括其他滙豐集團旗下公司）

我們也可能透過整合及分析資料衍生有關你的資料。若不向我們提供資料，我們可能無法為你提供產品或服務。

我們可能將你的資料儲存於本地或香港以外的地方（包括雲端）。無論你的資料儲存於何處，均受我們的資料標準及政策約束。我們有責任根據香港法律保護你的資料安全。

2

用途

我們將你的資料用於

- 為你提供產品及服務（例如銀行金融及/或保險），包括進行信用檢查和其他日常運作
- 管理我們業務及履行義務，包括行使我們收取債務的法律權利
- 偵測、調查及預防金融罪案
- 核實你的身分
- 經你同意後向你發送直接促銷資料（詳情請查閱下方第 7 部分）
- 設計我們的產品及分析我們服務的使用狀況
- 改進我們的產品、服務及市場推廣活動
- 確定銀行對你或你對銀行的債務
- 第 6 部分所列的其他目的

3

披露

我們與以下人士披露你的資料

- 其他滙豐集團旗下公司
- 幫助我們向你提供服務或代表我們行事的第三方
- 信貸資料服務機構（包括信貸資料服務機構使用的中央資料庫經營者），及在你違約的情況下，向債務催收機構提供你的貸款資料
- 你同意我們與之披露你資料的第三方（包括經由應用程式介面）
- 第 8 部分所列的其他第三方

我們可能在本地或香港以外的地方披露你的資料。

4

你的權利

查閱及更改

你可要求查閱我們所儲存有關你的資料。我們可能就此向你收取費用。

你也可以要求我們

- 改正或更新你的資料
- 說明我們的資料政策及慣例

你可控制自己的市場推廣偏好

你可控制收取市場推廣資料的類型，以及收取方式。

你可隨時致電客戶服務熱線(852) 2822 0228 聯絡我們對市場推廣偏好作出更改，或透過個人 e-Banking 更新有關偏好。

你可聯絡我們

香港德輔道中 83 號
恒生銀行有限公司
資料保護主任
傳真：(852) 2868 4042

*Cookies 政策：[恒生銀行網站](#) > [資源](#) > [重要通告](#) > [網上重要通告](#) > [Cookies 政策](#)。

5

資料

我們可能會

- 收集你向我們提供，與我們的產品或服務有關的個人資料
- 收集生物辨識資料，例如你的語音認證、指紋及面部識別資料
- 基於你的流動或其他電子裝置收集你的地域及位置資料
- 從代表你的人士或你透過我們服務與之往來的人士收集資料
- 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料
- 收集你使用我們的產品或服務時所衍生的其他資料

6

其他用途

我們將你的資料進一步用於

- 編製及維持銀行的信貸評分模式並確保你的信用資料合適
- 遵守法律、法則、合同安排及要求（包括我們的內部政策）或包括香港或其以外的地區或國家的要求，這些監管規定或要求可能是我們或滙豐集團必須遵從或選擇自願遵從的
- 於第三方網站上為你提供個人化廣告（這可能涉及我們將你與他人的資料進行整合）
- 讓我們的受讓人能對擬進行的轉讓交易作出評核
- 與上述（列於第 2 部分及第 6 部分）有關或你同意的其他用途

如你提供他人的資料

如你向我們提供有關其他人士的資料，你應按本通知所述，告知該人士我們將如何收集、使用和披露其資料，並最好先取得其同意。

7

直接促銷

指我們使用你的資料向你發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向你進行市場推廣時，我們可能會使用你的資料，例如你的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、位置資料、財務背景、人口統計資料、流動裝置識別碼及你使用我們的網站與應用程式的相關資料。

恒生銀行有限公司

8

進一步披露

我們進一步向以下人士披露你的資料

- 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作協議
- 與你持有聯名戶口的任何人士、可代表你作出指示的人士以及為你的貸款提供（或可能提供）擔保的任何人士
- 銀行、證券及其他金融交易的交易對手
- 任何第三方財務機構、承保人、信用卡公司、證券及投資服務供應商以及我們可能轉讓業務或資產的任何第三方以便其評估我們的業務
- 獎賞、合作品牌或優惠計劃的合作夥伴及供應商、慈善或非牟利機構
- 支票的付款銀行
- 商戶及商戶的收單財務機構
- 我們的實質或擬轉讓人

9

信貸資料

若你申請、擁有或曾有貸款（包括房屋貸款）

我們會對你進行信用檢查，這可能涉及我們向信貸資料服務機構（包括信貸資料服務機構使用的任何中央資料庫經營者），及在你違約的情況下，向債務催收機構提供你的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫及其使用的任何中央資料庫，可供其他信貸提供者查閱，幫助評估是否向你提供信貸。你可查詢我們定期向信貸資料服務機構披露甚麼資料，並於有需要時向其提出進一步查閱及更改資料的要求。

信貸資料服務機構將保存你的資料。你可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構只會在下述情況下刪除你的資料：

- 你並無在全數清還貸款日之前的 5 年內，有任何逾期 60 日或以上之欠賬。如有，信貸資料服務機構會從欠賬全數還清日起計，將你的資料保留 5 年；
- 你未曾宣告破產並撇銷名下的貸款金額。如有，信貸資料服務機構將於你解除破產之日起計 5 年屆滿後（你須在解除時通知信貸資料服務機構），或你全數還清欠賬之日起計 5 年屆滿後，刪除你的相關紀錄

本通知於我們儲存你的資料期間適用。我們也會每年向你提供此通知的最新版本。中文本與英文本如有歧義，概以英文本為準。



PRIVACY NOTICE

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

Your privacy, Our priority.

1

COLLECTION AND STORAGE

We collect your data

- through your interaction with us and our products and services
- through the use of cookies and similar technology when you access our websites or apps (see our "Cookies Policy" for details)
- from other people and companies, including other HSBC group companies

We may also generate data about you by combining and analysing data. If you don't give us data, we may not be able to provide products or services to you.

We may store your data locally or outside Hong Kong, including in the cloud. We apply our global data protection standards and policies wherever your data is stored. We're responsible for keeping your data safe in compliance with Hong Kong law.

2

PURPOSE

We use your data

- to provide products and services (e.g. banking, financial and/or insurance) to you, conducting credit checks and other daily operations
- to manage our business and enforce obligations, including exercising our legal rights to collect debt
- to detect, investigate and prevent financial crimes
- to verify your identity
- to send you marketing information if you've consented to it (see section 7 below for details)
- to design our products and analyse how people use our services
- to improve our products, services and marketing
- to determine the amount of debt owed to or by people
- for other purposes set out in section 6 below

3

SHARE

We share your data with

- other HSBC group companies
- third parties who help us provide services to you or act for us
- credit reference agencies (including the operator of any centralised database they use), and, in case of default, debt collection agencies
- third parties whom you've consented to share data with (including using application programming interfaces)
- other third parties as set out in section 8 below

We may share your data locally or outside Hong Kong.

4

YOUR RIGHTS

Access and correction

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices

Your control on marketing preferences

You control what marketing information you receive from us and how you receive it.

You can change your marketing preferences any time by contacting us via Customer Service Hotline (852) 2822 0228 or updating your preferences on Personal e-Banking.

You can contact us

Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central, Hong Kong
Fax: (852) 2868 4042

*Cookies Policy: [Hang Seng Bank Website](#) > [Resources](#) > [Important Notices](#) > [Online Important Notices](#) > [Cookies Policy](#).

5

DATA

We may collect

- personal information you provide to us in connection with our products or services
- biometric data such as your voice ID, finger print and facial recognition data
- your geographic and location data based on your mobile or other electronic device
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators
- other data generated when you use our products or services

6

OTHER PURPOSES

We further use your data

- to create and maintain our credit scoring models and ensure your credit worthiness
- to comply with laws, regulations, contractual arrangements, requirements (including our internal policies), or requests in or outside Hong Kong that we or the HSBC Group are under (our compliance could be mandatory or voluntary)
- to provide you with personalised advertisements on third party websites (this may involve the combination of your data with others)
- to enable our assignee to evaluate a transaction intended to be assigned
- for other purposes relating to the above (in section 2 and section 6) or to which you have consented

If you provide data about others

If you provide data to us about another person, you should tell that person how we'll collect, use and share their data as explained in this notice and it's best to seek their consent.

7

DIRECT MARKETING

Means using your data to send you details about financial, insurance, rewards or loyalty programmes, or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your name, contact details, products and services portfolio information, transaction patterns and behaviour, location data, financial background, demographics, mobile device ID, and data relating to your usage of our websites and apps when we market to you.

Hang Seng Bank Limited

8

FURTHER SHARING

We further share your data with

- local or overseas legal, regulatory, law enforcement, government, tax and other bodies or authorities, and any partnerships between law enforcement and the financial sector
- any person who you hold a joint-named account with, people who can provide instructions for you and anyone who is providing (or may provide) security for your loans
- counterparties to banking, securities and other financial transactions
- any third party financial institutions, insurers, credit card companies, securities and investment services providers and any other third parties who we may transfer our business or assets to so they can evaluate our business
- partners and providers of reward, co-branding or loyalty programmes, charities or non-profit organisations
- drawee banks of cheques
- merchants and card acquirers of merchants
- our actual or proposed assignees

9

CREDIT INFORMATION

If you apply for, have, or have had, a loan including a mortgage

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. You can ask us what data is routinely disclosed to CRAs, and make further data access and correction requests to them if needed.

The CRAs will keep your data. You can request us to ask the CRAs to delete it once you've fully repaid your loan. They'll only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment;
- you aren't declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount

This notice will apply for as long as we store your data. We'll normally send you the latest version once a year. In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

Member HSBC Group

透支服務產品資料概要

恒生銀行

Asset Link 抵押透支服務
2023年10月

<p>此乃透支服務產品，並只適用於零售銀行之優越私人理財客戶。 本概要所提供的利息、費用及收費等資料僅供參考， 你的透支服務的最終條款以申請表為準。</p>	
利率及利息支出	
年化利率	P-0.5%
逾期還款年化利率/就違約貸款收取的年化利率	不適用
超出信用額度利率 (即臨時透支息率)	超出信用額度之利息將以每日複息累積計算。若該戶口之結欠超出批准之信用額，超出之差額將被收取超出信用額度利息。超出信用額度利率為 P+6% 。
費用及收費	
年費 / 收費	每年經批核抵押透支額限額之 0.1% 如經批核抵押透支額限額之每年使用率為 30% 或以上，此項收費將可獲豁免。
逾期還款費用及收費	不適用
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
其他資料	
不適用	

註:

P 為恒生銀行有限公司不時公佈之港元最優惠貸款利率。



恒生銀行
HANG SENG BANK

Key Facts Statement (KFS) for Overdraft Facility

Hang Seng Bank

Asset Link Secured Overdraft Facility
Oct 2023

<p>This product is an overdraft facility for retail banking Prestige Private customers only. This statement provides you with <u>indicative information</u> about interest, fees and charges of this product but please <u>refer to Application Form for the final terms of your overdraft facility.</u></p>	
Interest Rates and Interest Charges	
Annualised Interest Rate	P-0.5%
Annualised Overdue / Default Interest Rate	Not Applicable
Overlimit Interest Rate (i.e. Interest Rate for Unauthorised Overdraft)	The overlimit interest is accrued daily in compound interest. The overlimit interest rate of P+6% applies on that outstanding balance exceeds the credit limit of the facility.
Fees and Charges	
Annual Fee / Fee	0.1% per annum of the Approved Ceiling Limit If the annual utilization rate of the Approved Ceiling Limit is 30% or above, this fee will be waived.
Late Payment Fee and Charge	Not Applicable
Overlimit Handling Fee	Not Applicable
Returned Cheque / Rejected Autopay Charge	Not Applicable
Additional Information	
Not Applicable	

Note:

P means the Hong Kong Dollar Prime Lending Rate as quoted by Hang Seng Bank from time to time.

FMKFS4-R8 (YX) 2-2 10/23 E