



恒生中小企同「恒」貸款申請表  
APPLICATION FORM FOR SME BUSINESS LOAN

注意 Attention:

- 請詳閱附奉之「致各客戶及其他個別人士關於個人資料(私隱)條例的通知」。Please read the attached "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance".
- 以下所有欄位均為必須填寫項目(如適用)。All fields below are mandatory to fill in (if applicable).
- 請用英文正楷填寫,並在適當的地方加上剔「✓」號。Please complete in English BLOCK LETTERS and tick "✓" where applicable.
- 如欄位不足,請另加紙填寫。Please supplement with additional paper if the space provided below is not enough.

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

A. 申請恒生中小企同「恒」貸款(分期貸款及/或備用透支)  
APPLICATION FOR THE SME BUSINESS LOAN (INSTALMENT LOAN AND/OR OVERDRAFT FACILITY)

貸款用途 Loan Purpose	<input type="checkbox"/> 營運資金 Working Capital <input type="checkbox"/> 繳付利得稅 Profits Tax Payment <input type="checkbox"/> 其他,請註明 Others, please specify: _____ 注意 Attention: 貸款資金不可用作購買物業。The loan proceeds cannot be used or applied for acquisition of immovable properties.
申請貸款類別 Requested Type(s) of Facility	<input type="checkbox"/> 恒生中小企同「恒」貸款 — 分期貸款 SME Business Loan — Instalment Loan 所需之貸款額 Requested Loan Amount: HK\$ _____ 還款期 Tenor (6-60個月 months): _____ <input type="checkbox"/> 申請首3個月延遲償還本金 Application for Principal Repayment Deferral for the First 3 Months of the Repayment Period <input type="checkbox"/> 恒生中小企同「恒」貸款 — 備用透支 SME Business Loan — Overdraft Facility 所需之備用透支額 Requested Overdraft Facility Limit: HK\$ _____
現正申請之貸款 Current Application of Credit Facility(ies)	<input type="checkbox"/> 本人(等)現在並無申請或不打算於未來3個月內申請其他貸款。I/We am/are not applying for/do not intend to apply for, in the coming 3 months, other credit facilities. <input type="checkbox"/> 本人(等)正申請或打算於未來3個月內申請以下貸款。I/We am/are applying for/have planned to apply for, in the coming 3 months, other credit facilities. 請註明 Please specify: _____

註 Notes:

- 分期貸款之手續費(如有)將以加借方式收取,詳情以客戶所接納並簽署之有關貸款文件為準。其每月還款額將進至毫位計算。而每月還款額中本金及利息之比例按「78法則」之方程式計算。The handling fee of Instalment Loan (if any) will be charged by way of further finance. For details, please refer to the relevant loan documents to be accepted and signed by the customers. The monthly repayment amount of Instalment Loan is rounded up to 1 decimal point and the proportion of loan principal to interest in each monthly instalment amount is calculated according to the "Rule of 78".
- 客戶可申請延遲償還分期貸款之本金3個月,並於還款期首3個月只繳付分期貸款之利息。For the Instalment Loan, customers may apply for the deferral of repayment of the principal and make interest payment only during the first 3 months.

B. 申請機構資料 INFORMATION OF APPLICANT

申請機構名稱 Name of Applicant			
公司類別 Company Type	<input type="checkbox"/> 全東商號 Sole Proprietorship <input type="checkbox"/> 合夥組織 Partnership <input type="checkbox"/> 有限公司 Limited Company	註冊國家/地區 Country/Region of Incorporation	<input type="checkbox"/> 香港 Hong Kong <input type="checkbox"/> 其他,請註明 Others, please specify: _____
業務性質 Business Nature		開業日期 Date of Business Commencement	日 DD / 月 MM / 年 YYYY
公司註冊證書號碼 Certificate of Incorporation No.		商業登記證號碼 Business Registration Certificate No.	
營業地址及擁有權 Business Operation Address & Ownership	<input type="checkbox"/> 由申請機構或其關連公司/相關人士擁有 Owned by the Applicant or its related company(ies)/related person(s) <input type="checkbox"/> 由申請機構或其關連公司/相關人士租用整個單位 Whole unit rented by the Applicant or its related company(ies)/related person(s) <input type="checkbox"/> 與非關連公司共用 Shared with non-related company(ies) <input type="checkbox"/> 租用商務中心或類似服務提供者之工作空間 Rented workspace from business centre or similar service provider <input type="checkbox"/> 其他,請註明 Others, please specify: _____		
公司電話號碼 Company Tel. No.		公司傳真號碼 Company Fax. No.	
公司電郵地址 Company E-mail Address		全年營業額 Annual Sales Turnover	HK\$
聯絡人姓名 Name of Contact Person		聯絡人職位 Job Position of Contact Person	
聯絡人之電話號碼 Tel. No. of Contact Person		全職僱員人數 No. of Full Time Employee(s)	香港 Hong Kong: _____ 其他 Others: _____
主要產品/服務 Major Product(s)/Service(s)			

主要供應商及產地 Major Supplier(s) & Origin(s)	(1)	(2)	(3)
主要付款方式 Major Payment Method(s)	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque <input type="checkbox"/> 信用卡 Credit Card <input type="checkbox"/> 匯款 Remittance <input type="checkbox"/> 信用證 Letter of Credit <input type="checkbox"/> 其他，請註明 Others, please specify:	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque <input type="checkbox"/> 信用卡 Credit Card <input type="checkbox"/> 匯款 Remittance <input type="checkbox"/> 信用證 Letter of Credit <input type="checkbox"/> 其他，請註明 Others, please specify:	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque <input type="checkbox"/> 信用卡 Credit Card <input type="checkbox"/> 匯款 Remittance <input type="checkbox"/> 信用證 Letter of Credit <input type="checkbox"/> 其他，請註明 Others, please specify:
平均除賬期 Average Credit Period Obtained	日 Day(s)	日 Day(s)	日 Day(s)
主要客戶／市場 Major Customer(s)/ Market(s)	(1)	(2)	(3)
主要收款方式 Major Payment Collection Method(s)	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque <input type="checkbox"/> 信用卡 Credit Card <input type="checkbox"/> 匯款 Remittance <input type="checkbox"/> 信用證 Letter of Credit <input type="checkbox"/> 其他，請註明 Others, please specify:	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque <input type="checkbox"/> 信用卡 Credit Card <input type="checkbox"/> 匯款 Remittance <input type="checkbox"/> 信用證 Letter of Credit <input type="checkbox"/> 其他，請註明 Others, please specify:	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque <input type="checkbox"/> 信用卡 Credit Card <input type="checkbox"/> 匯款 Remittance <input type="checkbox"/> 信用證 Letter of Credit <input type="checkbox"/> 其他，請註明 Others, please specify:
平均收賬期 Average Debts Collection Period	日 Day(s)	日 Day(s)	日 Day(s)
往來銀行 Principal Banker(s)	<input type="checkbox"/> 恒生 Hang Seng <input type="checkbox"/> 其他，請註明 Others, please specify :		

### C. 申請機構之主要負責人資料 INFORMATION OF THE KEY PRINCIPAL(S) OF THE APPLICANT

**注意 Attention :**

如為全東商號／合夥組織，東主／所有合夥人及所有擔保人(如有)須於此C部分提供其資料並在G部分簽署。如為有限公司，至少一名被授權提交此申請之董事和所有擔保人須於此C部分提供其資料並在G部分簽署。For a sole proprietorship/partnership, the information of the sole proprietor/all partners, and if any, all guarantors must be provided in this Section C and all such persons must sign in Section G. For a limited company, the information of at least one director who is authorised to submit this application and all guarantors must be provided in this Section C and all such persons must sign in Section G.

身份 Capacity	<input type="checkbox"/> 東主 Sole Proprietor <input type="checkbox"/> 合夥人 Partner <input type="checkbox"/> 董事 Director <input type="checkbox"/> 擔保人 Guarantor	<input type="checkbox"/> 合夥人 Partner <input type="checkbox"/> 董事 Director <input type="checkbox"/> 擔保人 Guarantor	<input type="checkbox"/> 合夥人 Partner <input type="checkbox"/> 董事 Director <input type="checkbox"/> 擔保人 Guarantor
英文全名 English Full Name			
持股量／權益 Shareholding/Ownership	%	%	%
香港身份證／護照號碼 Hong Kong Identity Card/ Passport No.			
出生日期 Date of Birth	日 DD / 月 MM / 年 YYYY	日 DD / 月 MM / 年 YYYY	日 DD / 月 MM / 年 YYYY
國籍(國家／地區) Nationality (country/region/territory)			
職位及職責 Position & Duties			
現時住址 Current Address			
永久住址 Permanent Address	<input type="checkbox"/> 與現時住址相同 Same as Current Address <input type="checkbox"/> 其他，請註明 Others, please specify :	<input type="checkbox"/> 與現時住址相同 Same as Current Address <input type="checkbox"/> 其他，請註明 Others, please specify :	<input type="checkbox"/> 與現時住址相同 Same as Current Address <input type="checkbox"/> 其他，請註明 Others, please specify :
通訊地址 Correspondence Address	<input type="checkbox"/> 與現時住址相同 Same as Current Address <input type="checkbox"/> 與永久住址相同 Same as Permanent Address <input type="checkbox"/> 其他，請註明 Others, please specify :	<input type="checkbox"/> 與現時住址相同 Same as Current Address <input type="checkbox"/> 與永久住址相同 Same as Permanent Address <input type="checkbox"/> 其他，請註明 Others, please specify :	<input type="checkbox"/> 與現時住址相同 Same as Current Address <input type="checkbox"/> 與永久住址相同 Same as Permanent Address <input type="checkbox"/> 其他，請註明 Others, please specify :
手提電話／傳呼機號碼 Mobile/Pager No.			
辦公室電話號碼 Office Tel. No.			
住宅電話號碼 Home Tel. No.			

**D. 關聯公司資料 (如適用) INFORMATION OF RELATED COMPANY (IF APPLICABLE) (如多於一間關聯公司，請另加紙填寫。Please supplement with additional paper for more than one Related Company)**

注意 Attention:

關聯公司及申請機構須由共同最終實益擁有人持有，並且有關共同最終實益擁有人須合共有各實體不少於30%的實益擁有權。最終實益擁有人指最終擁有或有權行使或控制行使實體多數投票權的自然人。關聯公司亦須於中國內地有真實的商業運作及所得收入。The Related Company and the Applicant must share the same Ultimate Beneficial Owners which collectively hold no less than 30% beneficial ownership in each of these entities. Ultimate Beneficial Owner means a natural person who ultimately owns, or is entitled to exercise or control the exercise of the majority of the voting rights of, an entity. The Related Company must also have genuine business operation in and income derived from Mainland China.

關聯公司名稱 Name of Related Company			
公司類別 Company Type	<input type="checkbox"/> 全東商號 Sole Proprietorship <input type="checkbox"/> 合夥組織 Partnership <input type="checkbox"/> 有限公司 Limited Company	註冊國家/地區 Country/Region of Incorporation	<input type="checkbox"/> 中國內地 Mainland China <input type="checkbox"/> 其他，請註明 Others, please specify:
業務性質 Business Nature		開業日期 Date of Business Commencement	日 DD / 月 MM / 年 YYYY
中國營業執照號碼 China Business License No.			
營業地址 Business Operation Address			
公司電話號碼 Company Tel. No.			
公司電郵地址 Company E-mail Address			
中國內地全年收入 Annual Income in Mainland China	人民幣 RMB	總負債 Total Debts	人民幣 RMB

**E. 關聯公司之主要負責人資料 (如適用) INFORMATION OF THE KEY PRINCIPAL(S) OF RELATED COMPANY (IF APPLICABLE)**

注意 Attention:

如關聯公司為全東商號/合夥組織，東主/合夥人(如為擔保人)須於此E部分提供其資料並在G部分簽署。如關聯公司為有限公司，所有擔保人須於此E部分提供其資料並在G部分簽署。If Related Company is a sole proprietorship/partnership, the information of the sole proprietor/partners (if acting as guarantors) must be provided in this Section E and all such persons must sign in Section G. If Related Company is a limited company, all guarantors must be provided in this Section E and all such persons must sign in Section G.

身份 Capacity	<input type="checkbox"/> 東主 Sole Proprietor <input type="checkbox"/> 合夥人 Partner <input type="checkbox"/> 董事 Director <input type="checkbox"/> 擔保人 Guarantor	<input type="checkbox"/> 合夥人 Partner <input type="checkbox"/> 董事 Director <input type="checkbox"/> 擔保人 Guarantor	<input type="checkbox"/> 合夥人 Partner <input type="checkbox"/> 董事 Director <input type="checkbox"/> 擔保人 Guarantor
英文全名 English Full Name			
持股量/權益 Shareholding/Ownership	%	%	%
香港身份證/護照號碼 Hong Kong Identity Card/ Passport No			
出生日期 Date of Birth	日 DD / 月 MM / 年 YYYY	日 DD / 月 MM / 年 YYYY	日 DD / 月 MM / 年 YYYY
國籍(國家/地區) Nationality (country/region/territory)			
職位及職責 Position & Duties			
現時住址 Current Address			
永久住址 Permanent Address			
通訊地址 Correspondence Address			
手提電話/傳呼機號碼 Mobile/Pager No.			
辦公室電話號碼 Office Tel. No.			
住宅電話號碼 Home Tel. No.			

## F. 第三方轉介資料 INFORMATION OF THE THIRD PARTY REFERRAL

本信貸申請是否經第三方轉介 Is this credit application referred by a Third Party?

否 No  是 Yes <請於下列欄位填寫第三方之資料 Please fill in the particulars of the Third Party below>

第三方全名 Full Name of the Third Party :	公司註冊證書 / 商業登記證號碼 Certificate of Incorporation / Business Registration Certificate No. :
聯絡人姓名 Name of Contact Person :	聯絡電話號碼 Contact Telephone No. :
與第三方之關係 Relationship with the Third Party :	第三方收取或將收取的信貸申請轉介費用 Amount of Fees Charged / to be Charged by the Third Party for Referring this Credit Application :  港幣 HK\$

## G. 聲明及簽署 DECLARATION & SIGNATURE

本人(等)(包括申請機構)謹此申請上述貸款, 並確認、同意及接受下列條款及細則約束:

I/We hereby apply for the facility(ies) as set out above, and acknowledge, agree and accept the following terms and conditions:

1. 本人(等)確認、同意並接受:

- 如上述資料(包括但不限於公司名稱、公司地址、實益擁有人、所持有之投票權、股本比率、東主/合夥人/董事/擔保人之住址、電話號碼等)有所更改, 本人(等)承諾立即以書面通知恒生, 並提供相關證明文件;
- 本人(等)同意按照恒生不時所訂定並通知申請機構當時適用之利率及收費繳付利息及費用;
- 本人(等)及每名簽署本申請表之個別人士(「每名個別人士」)確認由本人(等)就申請上述貸款所提供之資料, 不論以口頭或書面形式及任何方式, 在所有方面均屬正確無訛, 並授權恒生於其認為有需要時(無論於上述貸款申請獲得批核時或之前或之後)與任何人士接觸, 以核證及/或披露或搜集本人(等)及/或與本申請相關事宜之任何資料而毋須進一步知會本人(等)或取得本人(等)之同意;
- 不論上述貸款批核與否, 任何文件一經遞交予恒生將不獲退還;
- 恒生有絕對酌情權拒絕任何申請或批出較申請機構所申請為低之貸款額及保留權利隨時調整貸款額、利率、收費及其他條款及細則而毋須給予任何理由;
- 最終批核之貸款額、利率、收費及其他條款及細則, 以本人(等)所接納並簽署之有關貸款文件為準; 及
- 恒生保留最終批核之權利。

I/We hereby acknowledge, agree and accept that:

- I/We undertake to promptly inform Hang Seng if there are any changes on the above information (including but not limited to company name, company address, beneficial ownership, control of account, shares of capital, address and phone number of sole proprietor/partner/director/guarantor, etc.) and to provide the relevant supporting documents;
  - I/we agree to pay interest and other fees and charges at the prevailing rate as Hang Seng may determine and notify me/us from time to time;
  - I/we and each of the individuals who signs this application form ("each individual") certify that the particulars and information provided by me/us, whether in verbal or written form and in whatever manner, in connection with the application are true and correct in all respects and authorise Hang Seng to contact any party as Hang Seng deems necessary for verification and/or to disclose to or obtain from any party any information of me/us and/or any matter relating or incidental to the application at any time (whether before, on or after the approval of the above facility(ies)) without further reference to or consent from me/us;
  - any supporting documents once submitted by me/us to Hang Seng (whether the above facility(ies) is/are approved or otherwise) are not returnable;
  - Hang Seng has the absolute discretion to reject any application or to approve a loan of a lesser amount than that I/we applied for and reserves the right to revise the loan amount, interest rate, fees and charges and other terms and conditions from time to time without giving any reasons;
  - the final approved loan amount, interest rate, fees and charges and other terms and conditions of the above facility(ies) are subject to the relevant loan documents to be accepted and signed by me/us; and
  - Hang Seng reserves the right of final approval.
2. 倘本人(等)屬全東商號或合夥組織, 本人(等)確認於本申請表簽署之日, 本人(等)或本人(等)任職之香港特別行政區政府部門與恒生並無任何公事來往, 倘日後本人(等)或本人(等)任職之政府部門與恒生有任何公事來往, 本人(等)同意立即以書面通知恒生。  
In case I/we am/are a sole proprietorship or partnership, I/we confirm that, as of the date of this application form, I/we or the government department of the Hong Kong Special Administrative Region in which I/we am/are working have no official dealings with Hang Seng and I/we undertake to inform Hang Seng promptly in writing if I/we or the government department in which I/we am/are working will later become involved in any official dealings with Hang Seng.
3. 每名簽署及其個人資料已列明於本申請表內之個別人士(「每名個別人士」), 確認及同意恒生可根據不時給予客戶及其他個別人士之結單、通函、通知、章程及條款(包括但不限於恒生致各客戶及其他個別人士關於個人資料(私隱)條例的通知)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每名個別人士應恒生之要求而提供或於每名個別人士與恒生之交易過程中所收集有關每名個別人士之個人資料及其他資料(「該等資料」)作指定用途。每名個別人士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。  
Each of the individuals who signs and whose personal data are set out in this Application Form (each "individual") acknowledges and agrees that all personal data and information with respect to such individual which are provided by such individual at the request of Hang Seng or collected in the course of dealings between such individual 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, including but not limited to Hang Seng's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance. Each such individual also acknowledges and agrees that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for the 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.
4. 本人(等)確認並同意:
- 在受限於下文第 (b) 條規定的前提下, 本人(等)應恒生的要求所提供有關本人(等)的任何資料, 或於本人(等)與恒生進行交易過程中被收集的有關本人(等)的任何資料, 均可披露予任何其他機構或任何債務追收代理、信貸資料服務機構或類似服務提供者, 或由之使用及保存, 以達到核證該等資料的目的, 或以達到任何上述機構向其他機構提供該等資料:
    - 以便其他機構可以對本人(等)進行信貸及其他狀況調查;
    - 以達到在本人(等)作為借款人或擔保人而出現失責之時, 對任何債務作出合理監控的目的; 及/或
    - 協助該等機構追討欠款的目的。
  - 如本人(等)為有限公司:
    - 本人(等)可向恒生提前 90 天, 以書面形式發出撤銷上文第 (a) 條所載同意的通知書; 及
    - 假如本人(等)根據第 (b) (i) 條的規定, 發出通知書以撤銷在第 (a) 條項下所作出的同意;
      - 恒生可以繼續依據第 (a) 條的規定披露資料, 直至在第 (b) (i) 條項下的撤銷通知書之通知期屆滿為止, 惟須受限於下文第 (06) 及 (07) 的規定;
      - 恒生可以通知其依據第 (a) 條獲准向之披露資料的全體人士, 本人(等)已依據第 (b) (i) 條發出撤銷通知書的事實;
      - 恒生可以將送達恒生的撤銷通知書, 當作同樣適用於本人(等)之前就其獲授予的所有其他信貸額度(包括租賃或租購貸款)向恒生所作出的同意處理;
      - 在適用於有關信貸額度之章程及條款規限下, 恒生可以由其通知的生效日期起, 終止授予本人(等)的全部或任何部份貸款或任何其他信貸額度;

- (05) 信貸資料服務機構或類似服務提供者可以繼續將由恒生所提供的資料存檔及作內部用途，但該等資料不得披露予尋求信貸報告的其他機構；
- (06) 儘管本人(等)已按照上文第 (b) (i) 條的規定撤銷同意，恒生仍可以繼續向信貸資料服務機構或類似服務提供者，提供有關租購及租賃交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料；及
- (07) 儘管本人(等)已按照上文第 (b) (i) 條的規定撤銷同意，信貸資料服務機構或類似服務提供者仍可以繼續提供有關租購及租賃交易及授予批發商及零售商作為購入存貨之用的融資貸款的資料及屬於公眾紀錄的資料。
- (c) 如本人(等)為全東商號或合夥組織，本人(等)可於悉數清償欠款(當中不涉及由恒生提供再融資貸款)而結束戶口時，指示恒生向信貸資料服務機構或類似服務提供者提出要求，從資料庫刪除有關戶口資料，惟是項指示需於結束戶口後5年內發出，而該戶口在緊接結束之前5年內並無拖欠超過60天的紀錄。
- (d) 在不抵觸上述第 (b) 及 (c) 項條文的規定下，即使本人(等)與恒生之間任何賬戶或借貸關係結束後5年內；或倘若出現逾期還款超過60日，則在本人(等)結清拖欠超過60日的欠款的日期之後5年內，本同意仍然維持有效，以較遲者為準。
- (e) 本同意由本人(等)作出，或如本人(等)超過一人，本同意則由該人等各人個別作出。
- (f) 本同意乃附加於任何適用於本人(等)與恒生之間的賬戶及／或借貸關係的賬戶章則、條款及條件或其他合同及協議或文件所載的確認或同意，並對該等文件所載的確認或同意不構成任何影響。

I/We acknowledge and agree that:

- (a) Subject to sub-paragraph (b) below, any information with respect to me/us which is provided by me/us at the request of Hang Seng or collected in the course of dealings between me/us and Hang Seng may be disclosed to, or used and retained by, any other institution or any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such information or enabling them to provide such information to other institutions:
- (i) in order that they may carry out credit and other status checks in respect of me/us;
- (ii) for the purposes of reasonable monitoring of any indebtedness while there is a current default by me/us as borrower or guarantor; and/or
- (iii) to assist them in collecting debts.
- (b) If we are a limited company:
- (i) We may by giving Hang Seng 90 days' notice in writing revoke the consent contained in sub-paragraph (a) above; and
- (ii) If we give notice to revoke the consent given pursuant to sub-paragraph (a) in accordance with sub-paragraph (b)(i):
- (01) subject to (06) and (07) below, Hang Seng may continue to disclose information pursuant to sub-paragraph (a) until the notice of revocation given pursuant to sub-paragraph (b)(i) expires;
- (02) Hang Seng may notify all persons to whom Hang Seng is permitted to disclose information pursuant to sub-paragraph (a) of the fact that a notice of revocation has been given pursuant to sub-paragraph (b)(i);
- (03) Hang Seng may regard the notice of revocation served on Hang Seng as also applying to the consent we have previously given in respect of all other credit facilities (including hire purchase or leasing loans) granted to us by Hang Seng;
- (04) Hang Seng may terminate all or any part of the Loan and any other facilities provided to us with effect from the date to be advised by Hang Seng, subject to the terms and conditions by which the relevant facilities are governed;
- (05) the credit reference agency or similar service provider may continue to retain information provided to it by Hang Seng in its internal archive for its internal use but not for provision of such information to other institutions when they seek credit reports;
- (06) Hang Seng may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade to the credit reference agency or similar service provider notwithstanding revocation of the consent referred to in sub-paragraph (b)(i) above; and
- (07) the credit reference agency or similar service provider may continue to provide information relating to hire purchase and leasing transactions and loans to wholesalers and retailers to finance the acquisition of stock in trade and information which is a matter of public record notwithstanding the revocation of the consent referred to in sub-paragraph (b)(i) above.
- (c) If I/we am/are a sole proprietorship or partnership, I/we may instruct Hang Seng, upon termination of an account by full repayment without any refinancing from Hang Seng, to make a request to the credit reference agency or similar service provider to delete relevant account data from its database, so long as the instruction is given within 5 years after account termination and at no time did the account have a default in payment for a period in excess of 60 days within 5 years immediately before account termination.
- (d) Subject to sub-paragraphs (b) and (c) above, this consent shall remain in effect despite the termination of any of my/our account or borrowing relationship with Hang Seng for a period of five years thereafter; or if later, for the period of five years after the settlement following a payment default of more than sixty days.
- (e) This consent is given by me/us, or if we consist of more than one person, by each of such persons severally.
- (f) This consent is in addition to and does not affect any agreement or consent contained in any account rules, terms and conditions or other contracts and agreements or documents governing any of my/our account and/or borrowing relationship with Hang Seng.

5. 本人(等)確認及證明上文所提供就有關此信貸申請是否經第三方轉介的資料在各方面均正確無訛。此外，本人(等)確認上文所提供有關第三方的資料，以及第三方就向本人(等)轉介此貸款申請而收取或將收取的費用(如有)在各方面均正確無訛。

I / We confirm and certify that the information given above in relation to whether or not this credit application was referred by a third party is true and correct in all respects. In addition, I / We confirm the particulars of the third party given above and the amount of fees charged or to be charged by the third party (if any) for referring this loan application to me / us is true and correct in all respects.

註 Note: 本申請表格之中英文文本如有歧異，概以英文本為準。The English version of this application form shall prevail whenever there is any discrepancy between the English and Chinese versions.

**借定唔借？還得到先好借！ To borrow or not to borrow? Borrow only if you can repay!**

**申請機構及於本申請表內C部份之主要負責人簽署 Signature(s) of the Applicant and its Key Principal(s) as set out in Section C hereof :**

英文全名 English Full Name :	英文全名 English Full Name :	英文全名 English Full Name :
日期 Date :	日期 Date :	日期 Date :

**注意 Attention :**

如為全東商號／合夥組織，於C部分所列之東主／所有合夥人及所有擔保人(如有)須於此G部分簽署。如為有限公司，於C部分所列之被授權董事及所有擔保人須於此G部分簽署。For a sole proprietorship/partnership, the sole proprietor/all partners, and if any, all guarantors as set out in Section C hereof must sign in this Section G. For a limited company, the authorised director(s) and all guarantors as set out in Section C hereof must sign in this Section G.

本申請表內 E 部份關聯公司之主要負責人簽署 Signature(s) of the Key Principal(s) of Related Company as set out in Section E hereof :

英文全名 English Full Name :	英文全名 English Full Name :	英文全名 English Full Name :
日期 Date :	日期 Date :	日期 Date :
注意 Attention : 如關聯公司為全東商號/合夥組織，於 E 部分所列之東主/合夥人須於此 G 部分簽署。如關聯公司為有限公司，於 E 部分所列之所有擔保人須於此 G 部分簽署。If Related Company is a sole proprietorship/partnership, the sole proprietor/partners as set out in Section E hereof must sign in this Section G. If Related Company is a limited company, all guarantors as set out in Section E hereof must sign in this Section G.		

所需文件副本 Required Copies of Documents :

<適用於所有申請 Applicable to all applications>

- 申請機構之東主/合夥人/擔保人的香港身份證/護照及最近3個月內之住址證明 HKID Card/Passport and address proof within the last 3 months of the sole proprietor/partners/guarantor(s) of the Applicant
- 申請機構最近6個月之銀行月結單 Last 6 months bank statements of the Applicant
- 申請機構最近由香港稅務局發出的利得稅稅單(適用於申請貸款用作繳付利得稅之客戶) Latest Profits Tax Demand Note of the Applicant issued by the Inland Revenue Department of Hong Kong (applicable to the customer with loan application for profits tax payment)
- 申請機構最近3個月內之公用事業賬單(水費、電費或煤氣費)、有效之租約或最近由主要供應商/客戶發出之發票/訂單 The Applicant's utility bill (water, electricity or gas) within the last 3 months, valid tenancy agreement or latest invoice/purchase order issued by the major supplier/buyer
- 所有其他銀行向申請機構發出之貸款文件 All Facility Letter(s) from other bank(s) issued to the Applicant
- 申請機構/東主/合夥人/擔保人之資產證明(如有) Assets proof of the Applicant/sole proprietor/partner(s)/guarantor(s) (if any)




<適用於申請機構/關聯公司於中國內地有真實的商業運作及所得收入之申請 Applicable to the applications which the Applicant/Related Company has genuine business operation in and income derived from Mainland China>

- 關聯公司之東主/合夥人/擔保人的香港身份證/護照及最近3個月內之住址證明(如適用) HKID Card/Passport and address proof within the last 3 months of the sole proprietor/partners/guarantor(s) of the Related Company (if applicable)
- 關聯公司之企業法人營業執照(包括年檢)(如適用) Business License (and its annual inspection) of the Related Company (if applicable)
- 關聯公司之批准證書(如適用) Approval Certificate of the Related Company (if applicable)
- 關聯公司之董事名單(如適用) List of director(s) of the Related Company (if applicable)
- 關聯公司之公司章程及補充章程(如適用) Articles of Association (and its supplementary) of the Related Company (if applicable)
- 申請機構/關聯公司的企業所得稅年度納稅申報表或增值稅納稅申報表或其他文件證明申請機構/關聯公司於中國內地的全年收入(如適用) The Applicant/ Related Company's annual tax return of enterprise income tax or value-added tax return or other documents evidencing the Applicant/ Related Company's annual income in Mainland China (if applicable)
- 申請機構/關聯公司最近6個月之中國內地銀行月結單(如適用) The Applicant/Related Company's last 6 months bank statements in Mainland China (if applicable)

註 Notes :

- (1) 恒生可能要求申請機構提供額外文件/資料以供批核。 Additional documents/information may be required for approval.
- (2) 恒生目前所採用之銷售員工花紅制度，已包含員工多方面之表現，並非只著重銷售金額。 The current remuneration system that Hang Seng adopts is a measurement of the staff's overall performance instead of focusing on sales production only.

請經下列任何一個途徑遞交已填妥並簽署之申請表及上述所需文件的副本予恒生 Please submit the completed and signed application form with the above required documents to Hang Seng through any of below channel :

-  電郵至 Email to [sme@hangseng.com](mailto:sme@hangseng.com)
-  傳真至 Fax to **3478 9217**
-  交回任何一間恒生**商務理財中心** Return to any one of the Hang Seng **Business Banking Centre**

所有文件連同此申請表格一經遞交，恕不退還。如對此申請有任何查詢，請致電 **2198 8033**。 All documents including this application form are not returnable. Please call **2198 8033** if you have any queries about this application.

**恒生銀行有限公司(「銀行」)**

**\*致各客戶及其他個人士關於個人資料(私隱)條例(「條例」)的通知**

- 客戶及其他個人士(包括但不限於銀行/財務服務及銀行融資/信貸便利的申請人, 為銀行融資/信貸便利提供抵押或擔保的擔保人及人士、公司客戶或申請人的股東、董事、控制人、職員及管理人員、合夥商或合夥人、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代理人, 或與客戶建立了關係的任何其他人士, 而該關係關乎客戶及銀行的關係)(統稱「資料當事人」), 就各項事宜例如申請開立或延續戶口、建立或延續銀行融資/信貸便利、要求銀行提供有關銀行/財務服務或遵守任何法律或監管或其他機關發出的指引或要求, 需不時向銀行提供有關資料。
- 若未能向銀行提供有關資料, 會導致銀行無法批准開立或延續戶口、建立或延續銀行融資/信貸便利或提供有關銀行/財務服務。
- 銀行亦會從以下各方收集資料: (i) 資料當事人與銀行日常業務往來中(例如資料當事人開出支票、存款或申請信貸時); (ii) 代表資料當事人的人士提供資料當事人的資料; (iii) 資料當事人使用銀行網站及流動應用程式, 包括按照銀行私隱政策(https://www.hangseng.com/zh-hk/resources/important-message/#privacy)及(iv)其他來源(例如從獲核准加入多家個人信貸資料服務機構管理模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)獲取資料)。資料亦可與任何滙豐集團成員(「滙豐集團」)一併及分別地指滙豐控股有限公司, 其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義)可獲取的其他資料組合或產生。
- 資料可能會作下列用途:
  - 考慮產品及服務申請及向資料當事人提供銀行/財務產品、服務及銀行融資/信貸便利之日常運作;
  - 在資料當事人申請信貸時進行的信貸調查, 及通常每年進行一次或以上的定期或特別審查;
  - 編製及維持銀行的信貸評分模式;
  - 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「信貸提供者」)作信貸審查及債務追討;
  - 確保資料當事人的信用維持良好;
  - 為資料當事人設計銀行/財務服務或有關產品;
  - 不時分析資料當事人如何查閱及使用銀行的服務, 包括銀行網站及流動應用程式上所提供的服務;
  - 為宣傳及推廣服務、產品及其他促銷標的(包括與直接促銷相關的), 詳情請參閱以下第7段);
  - 確定銀行對資料當事人或資料當事人對銀行的債務;
  - 執行資料當事人向銀行應負責任, 包括但不限於向資料當事人及向為資料當事人的責任提供抵押或擔保的人士追討欠款;
  - 遵守銀行或其任何分行或任何滙豐集團成員就以下各項負上或與之有關的責任、要求或安排(不論強制或自願性質):
    - 現在及將來於香港特別行政區(「香港」)境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度(「法律」)(例如稅務條例及其條文, 包括有關自動交換財務帳戶資料);
    - 現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關, 或財務服務供應商的自律監管或行業組織或協會所提供或發出的任何指引、指導或要求, 及任何國際指引、內部政策或程序(例如稅務局所提供或發出的指引或指導, 包括有關自動交換財務帳戶資料);
    - 對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關, 或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關, 或財務服務供應商的自律監管或行業組織或協會或彼等的任何代理(統稱及各種「權力機關」)向銀行或其任何分行或任何滙豐集團成員施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾; 或
    - 權力機關之間的任何協議或條約;
  - 遵守滙豐集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於滙豐集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排;
  - 採取任何行動以遵守銀行或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求: 有關偵測、調查及預防清洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及/或規避或違反有關此等事宜的任何法律的任何行為或意圖;
  - 遵守銀行或任何滙豐集團成員的任何責任, 以符合權力機關的任何指令或要求;
  - 使銀行的實質或建議受讓人, 或銀行對資料當事人權益的參與人或附屬參與人, 能對有關擬進行的轉讓、參與或附屬參與的交易作出評估;
  - 與接受由銀行發出的信用卡的商號(下稱「各商號」)及各聯營機構交換資料;
  - 就任何卡交易, 與各商號的收單財務機構核實資料當事人的身分; 及
  - 與上述有關的用途。
- 銀行或滙豐集團成員會將資料當事人的資料保密, 但銀行或滙豐集團成員可能會將有關資料提供予下列各方(不論於香港境內或境外)作以上第4段所述的用途:
  - 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士(包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問);
  - 任何就銀行業務運作向銀行提供行政、電訊、電腦、付帳、債務追討或證券結算或其他服務的第三方服務供應商(包括彼等的僱員、董事及職員);
  - 任何權力機關;
  - 任何對銀行有保密責任的其他人士, 包括就有關資料對銀行有保密承諾的滙豐集團成員;
  - 付款銀行向發票人提供已兌現支票影本(該影本可能載有關於收款人的資料);
  - 代表個人士行事提供該個人士資料的任何人士、收款人、受益人、戶口代理人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、客戶擁有證券權益的公司(如該等證券由銀行或任何滙豐集團成員持有), 或向客戶的戶口作出任何付款的人士;
  - 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商;
  - 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者), 如資料當事人欠帳時則可將該等資料提供予債務追討代理;
  - 銀行或其任何分行或任何滙豐集團成員就有關第4(x)、4(xi)或4(xii)段所載目的而有責任或必須或被預期向其作出披露的任何人士;
  - 銀行的任何實質或建議受讓人, 或就銀行對資料當事人權益的參與人或附屬參與人或承轉人;
  - 各商號的收單財務機構; 及
  - 任何滙豐集團成員;
    - 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;
    - 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
    - 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作夥伴名稱會於有關服務及產品的申請表格上列明);
    - 慈善或非牟利機構; 及
    - 銀行就以上第4(viii)段所述的用途而任用的第三方服務供應商(包括但不限於零件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

有關資料可能轉移至香港以外。

- 就資料當事人(不論以借款人、按揭人或擔保人身分, 以及不論以資料當事人本人單名或與其他人士聯名方式)於2011年4月1日當日或以後申請的按揭有關的資料, 銀行可能會把下列資料當事人資料(包括不時更新任何下列資料的資料)以銀行及/或代理人的名義提供予信貸資料服務機構:
  - 全名;
  - 就每宗按揭的身分(即作為借款人、按揭人或擔保人, 以及以資料當事人本人單名或與其他人士聯名方式);
  - 香港身分證號碼或旅遊證件號碼或公司註冊證明書號碼;
  - 出生日期或公司成立日期;
  - 通訊地址或註冊辦事處地址;
  - 就每宗按揭的按揭帳戶號碼;
  - 就每宗按揭的信貸種類;
  - 就每宗按揭的按揭帳戶狀況(如: 生效、已結束、已撤帳(因破產令導致除外)、因破產令導致已撤帳); 及
  - 就每宗按揭的按揭帳戶結束日期(如適用)。信貸資料服務機構會使用上述由銀行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身分, 及不論以資料當事人本人單名或與其他人士聯名方式)不時於信貸提供者持有按揭的宗數, 並存於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。
- 在直接促銷中使用資料**

當資料當事人為此目的而向銀行給予同意, 銀行可將其資料作直接促銷用途。就此, 請注意:

  - 銀行可能使用以下類別的資料作直接促銷用途:
    - 銀行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、交易地點、財務背景、人口統計數據及流動裝置識別碼用於直接促銷; 及
    - 資料當事人平時使用銀行網站、流動應用程式的相關資料, 不論是透過 cookies 或其他方式收集;
  - 可用作促銷下列類別的服務、產品及促銷標的:
    - 財務、保險、信用卡、銀行及相關服務及產品;
    - 獎賞、客戶或會員或優惠計劃及相關服務及產品;
    - 銀行及/或任何滙豐集團成員的合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明); 及
    - 為慈善及/或非牟利用途的捐款及捐贈;
  - 上述服務、產品及促銷標的的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求:
    - 任何滙豐集團成員;
    - 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;
    - 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商或各商號;
    - 銀行及/或任何滙豐集團成員之合作品牌夥伴(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明); 及
    - 慈善或非牟利機構;
  - 除由銀行促銷上述服務、產品及促銷標的以外, 銀行亦擬將以上第7(i)段所述的資料提供予恒生銀行集團的其他成員公司, 以供該等人士在促銷該等服務、產品及促銷標的中使用, 而銀行為此用途須獲得資料當事人書面同意(包括表示不反對);

如資料當事人不希望銀行如上所述使用其資料或將其資料提供予恒生銀行集團的其他成員公司作直接促銷用途, 資料當事人可通知銀行使其選擇拒絕促銷。
- 使用銀行應用程式介面(API)向資料當事人的第三方服務供應商轉移個人資料**

銀行可根據資料當事人向銀行或資料當事人使用之第三方服務供應商所發出的指示, 使用銀行的API向第三方服務供應商轉移資料當事人的資料, 以作銀行或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。
- 根據條例規定及按其認可及發出的個人信貸資料實務守則, 任何資料當事人均有權:
  - 查核銀行是否持有其個人的資料及有權查閱有關的資料;
  - 要求銀行對其不準確的個人資料作出更正;
  - 查悉銀行對資料的政策及實務, 並獲知銀行持有其個人資料的類別;
  - 查詢並獲銀行告知如何等資料會經常向信貸資料服務機構或債務追討代理披露, 及獲銀行提供進一步資料, 藉以向有關信貸資料服務機構或債務追討代理提出查閱及改正資料要求; 及
  - 就銀行向信貸資料服務機構提供的任何帳戶資料(為免生疑問, 包括任何帳戶還款資料), 於全數清還欠帳後結束帳戶時, 指示銀行要求信貸資料服務機構將其資料庫中刪除該等帳戶資料, 但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。帳戶還款資料包括上次到期的還款額, 上次報告期間(即緊接銀行上次向該信貸資料服務機構提供帳戶資料前不多於31日的期間)所作還款額, 剩餘可用信貸額或未償還數額及欠款資料(即逾期欠款額及逾期還款日數, 清還逾期欠款的日期, 及全數清還拖欠為期超過60日的欠款的日期(如有));
- 如帳戶出現任何拖欠還款情況, 除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撤帳(因破產令導致撤帳除外), 否則帳戶還款資料(定義見以上第(9)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- 如資料當事人因被頒布破產令而導致任何帳戶金額被撤帳, 不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款, 該帳戶還款資料(定義見以上第(9)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年, 或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。
- 根據條例規定, 銀行有權就處理任何資料查閱的要求收取合理費用。
- 任何關於資料查閱或資料更正, 或關於資料政策及實務或資料種類等要求, 應向下列人士提出:

恒生銀行有限公司  
資料保護主任  
香港德輔道中83號
- 傳真: (852) 2868 4042
- 銀行在批核信貸申請時, 可能參考由信貸資料服務機構提供有關資料當事人的信貸報告。假如資料當事人有意索取有關報告, 可要求銀行提供有關信貸資料服務機構的聯絡詳情。
- 本通知不會限制資料當事人在條例下所享有的權利。

生效日期: 2014年6月15日(於2022年5月更新)

\* 適用於2014年6月16日或之後與銀行建立關係, 或其他已同意本通知版本的客戶及其他個人士。若閣下於2014年6月16日之前與銀行建立關係且未有同意本通知版本, 請參閱:  
[https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh\\_HK/notice\\_c\\_2013.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/zh_HK/notice_c_2013.pdf)

註: 中文本與英文本如有歧義, 概以英文本為準。

# Hang Seng Bank Limited (the "Bank")

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

- From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
- It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects' use of the Bank's websites and apps, including in accordance with the Bank's Privacy Policy (<https://www.hangseng.com/en-hk/resources/important-message/#privacy>) and (iv) other sources (for example, information obtained from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies"). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together and individually) and "member of the HSBC Group" has the same meaning).
- The purposes for which data may be used are as follows:
  - considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
  - 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;
  - creating and maintaining the Bank's credit scoring models;
  - assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
  - ensuring ongoing credit worthiness of data subjects;
  - designing banking/financial services or related products for data subjects' use;
  - analysing how data subjects access and use the Bank's services including services available on the Bank's websites and apps from time to time;
  - advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
  - determining the amount of indebtedness owed to or by data subjects;
  - the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future ("Laws") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - any guidelines, guidance or requests 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 Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "Authorities" and each an "Authority") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
    - any agreement or treaty between Authorities;
  - complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
  - meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
  - 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;
  - exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
  - verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
  - purposes relating thereto.
- Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
  - any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
  - any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
  - any Authorities;
  - any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
  - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
  - third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
  - 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;
  - any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4(x), 4(xi) or 4(xii);
  - 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;
  - any card acquirer of a merchant; and
  - any member of the HSBC Group;
    - third party financial institutions, insurers, credit card companies, securities and investment services providers;
    - third party reward, loyalty, co-branding or privileges programme providers or merchants; co-branding partners of the Bank and/or any member of the HSBC Group (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);

- charitable or non-profit making organisations; and
- 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 4 (viii) above.

Such information may be transferred to a place outside Hong Kong.

- With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (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:
  - full name;
  - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
  - Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - date of birth or date of incorporation;
  - correspondence address or registered office address;
  - mortgage account number in respect of each mortgage;
  - type of the facility in respect of each mortgage;
  - 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
  - if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's 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 Ordinance).

### 7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- the Bank may use the following categories of data for its direct marketing purposes:
  - the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background, demographic data, and mobile device ID of a data subject held by the Bank from time to time; and
  - information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- the following classes of services, products and subjects may be marketed:
  - financial, insurance, credit card, banking and related services and products;
  - reward, loyalty or privileges programmes and related services and products;
  - services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (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
  - donations and contributions for charitable and/or non-profit making purposes;
- the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - any member of the HSBC Group;
  - third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - co-branding partners of the Bank and/or any member of the HSBC Group (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
  - charitable or non-profit making organisations;
- in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

**If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.**

### 8. TRANSFER OF PERSONAL DATA TO DATA SUBJECT'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.

- Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
  - to check whether the Bank holds data about him and of access to such data;
  - to require the Bank to correct any data relating to him which is inaccurate;
  - 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;
  - to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
  - 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)).
- 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 9 (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.
- In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 9 (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 data subject with evidence to the credit reference agency(ies), whichever is earlier.
- 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.
- 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:

Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong
- Fax: (852) 2868 4042
- The Bank may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event the data subject wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
- Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in May 2022)

\* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to: [https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice\\_e\\_2013.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e_2013.pdf)

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.