





工銀亞洲公司信用卡申請表 ICBC (Asia) Corporate Credit Card Application Form (持卡人Cardholder)

請注意 Please note:

1. 附文件: (i)個人資料(私隱)條例的客戶及其他個別人士通知; (ii)公司信用卡持卡人主合約(公司)及公司信用卡持卡人合約(持卡人); (iii)銀聯雙幣公司信用卡持卡人主合約及銀聯雙幣公司信用卡 - 信用卡持卡人主合約(公司); 及(iv)收費表(港幣公司信用卡)及收費表(銀聯雙幣公司信用卡)。Enclosed documents: (i) Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance; (ii) Corporate Credit Card-Cardholder Master Agreement (Company) and Corporate Credit Card-Cardholder agreement (Cardholder); (iii) UnionPay Dual Currency Corporate Credit Card Cardholder Master Agreement and UnionPay Dual Currency Corporate Credit Card Cardholder Master Agreement (Company); and (iv) Fee Schedule (HKD Corporate Credit Card) and Fee Schedule (UnionPay Dual Currency Corporate Credit Card).
2. 請以英文正楷填寫本申請表。Please complete this application form in BLOCK letters.
3. 每位申請人請填寫一份申請表。Please complete one form per applicant.
4. 申請人請填寫並簽妥申請表, 連同香港身份證/護照影印本及最近3個月現居住址證明一併交回。Please submit this application form duly completed and signed together with a copy of the applicant's HKID Card or passport and the latest 3 months residential address proof.
5. 不論此申請獲批與否, 所有文件及檔案一經提交, 恕不退還。Documents and files supplied are not returnable regardless of whether this application is approved or not.

請選擇信用卡類別 PLEASE SELECT CREDIT CARD TYPE

請於所選擇之信用卡方格內加上[✓]號。如閣下沒有註明, 本行將有絕對權代為選擇發出合適類別之信用卡。
Please select the card(s) and put a "✓" against the appropriate box(es). If not specified, the Bank will issue the appropriate card type.

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> ICBC萬事達卡世界公司卡
ICBC World Corporate
Mastercard
(1100064) | <input type="checkbox"/> ICBC銀聯鑽石公司卡
ICBC UnionPay Diamond
Corporate Card
(1100066) | <input type="checkbox"/> ICBC萬事達卡公司卡
ICBC Corporate
Mastercard
(1100063) | <input type="checkbox"/> ICBC銀聯雙幣公司卡
ICBC UnionPay Platinum
Corporate Card
(1100065) |
|---|--|---|---|
- 




* 必填項目 Compulsory fill in item

若您填寫的訊息與本行紀錄不符, 本行將自動為您更新(如適用)。If the information you fill in is different from our record, we will automatically update accordingly (if applicable).

公司資料 DETAILS OF COMPANY

公司英文名稱 Company name in English

(簡稱「公司」the "Company")

公司中文名稱 Company name in Chinese

(簡稱「公司」the "Company")

申請人資料 DETAILS OF APPLICANT

印於公司信用卡上之申請人姓名 Applicant's name on Corporate Credit Card

英文全名 Full name in English

(簡稱「申請人」"Applicant")

中文姓名 Full name in Chinese

是否曾經改名 Any Name Changed*

☐ (1)是Yes(請填寫其資料Please state the details) ☐ (0)否No

改名次數 Number of Name Changes: _____

曾用名稱

Used Name: _____

(請提供改名契或其他有效文件Please enclose the copy of the Deed Poll or other valid documents)

國籍 Nationality*

☐ (344)香港Hong Kong ☐ (999)其他Others _____

是否擁有其他國籍 Do you hold other Nationality*

☐ (1)是Yes(請填寫其資料Please state the details) ☐ (0)否No

其他國籍

Other Nationality: _____

(請提供相關證件Please enclose relevant documents)

是否需向其他國家申報稅項 Other Jurisdiction of Tax Residence*

☐ (1)是Yes(請填寫其資料Please state the details) ☐ (0)否No

其他稅務國家

Other Country of Tax Income Declaration: _____

證件類型 Type of Identity*

☐ (001)香港身份證HKID Card ☐ 其他Others _____

證件號碼 ID Card No. _____

證件簽發地 Place of issue* _____

證件發出日期 Date of issue* _____

證件到期日 Date of expiry* _____

☐ 內地身份證號碼 PRC ID Card No. _____

☐ 中國護照號碼 PRC Passport No. _____

若無中國護照, 請提供港澳通行證號碼 If not holding PRC Passport, please provide "Exit/Entry Permit for Travelling to and from HK and Macau" number _____

出生國家 Place of Birth*

出生日期 Date of Birth*

(日DD/月MM/年YYYY) _____

住宅地址 Full Residential Address* (請以英文正楷填寫, 海外地址及郵政信箱恕不接受。Please complete in English BLOCK letters, P.O.Box and overseas address are not accepted.)

手提電話號碼 Mobile No.*

住宅電話號碼 Home Tel. No.*

公司電話號碼 Office Tel. No.*

職位 Position

電郵地址 E-mail Address

與本銀行關係 RELATIONSHIP WITH THE BANK*

閣下是否下列其中一位人士(「指定人士」)或其親屬?

Are you one of the following persons ("Specified Persons") or their relative(s)?

- (1) 中國工商銀行(亞洲)有限公司(「工銀亞洲」)或其分行、附屬公司或同集團附屬公司，或工銀亞洲能對其行使控制的其他實體(「指定機構」)之相關僱員。
Relevant employee of Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)") or its branches, subsidiaries, fellow subsidiaries and other entities (including special purpose entities) over which ICBC (Asia) is able to exert control ("Specified Entities").
- (2) 工銀亞洲或指定機構之董事、與董事有關連的實體、控權人或小股東控權人。
Director, entity connected with a director, controller or minority shareholder controller of ICBC (Asia) or the Specified Entities.
- (3) 工銀亞洲或其他任何控權人員、小股東控權人或董事，以董事、合夥人、經理或代理人的身份而有利關係的任何商號、合夥或非上市公司。
Firm, partnership or non-listed company ("controlled entity") in which ICBC (Asia) or any of its controllers, minority shareholder controllers or directors is interested as director, partner, manager or agent.

☐ 否，但本人承諾如將來有此發生，本人將以書面通知工銀亞洲。
No, but I shall inform ICBC (Asia) in writing should such relationship arise in future.

☐ 是，本人確認本人乃上述其中一位指定人士。詳情如下：
Yes, I am one of the Specified Persons above (Please provide details as below):

☐ 是，本人乃上述其中一位指定人士之親屬及確認本人已獲得下列指定人士之同意提供其資料予工銀亞洲及指定機構以便銀行遵守《銀行業(風險承擔限度)規則》。詳情如下：
Yes, I am relative of one of the Specified Persons above and confirm that I have obtained consent from the Specified Persons below for the provision of their information to ICBC (Asia) and the Specified Persons for purpose of enabling ICBC (Asia) to comply with the Banking (Exposure Limits) Rules ("BELR") (Please provide details as below):

英文姓名 Full Name in English	中文姓名 Full Name in Chinese
與閣下關係 Relationship	指定機構名稱 Company Name
部門 Department	職位 Position

其他 OTHER

所需信用限額 Credit Limit Required 港幣 HK\$

有關賬戶結單、信用卡及私人密碼，將會郵寄至閣下公司地址。All related mailing, including Account Statement, Card and PIN will be sent to your company address.

選擇在直接促銷中使用個人資料 USE OF PERSONAL DATA IN DIRECT MARKETING

如閣下同意本行在直接促銷中使用閣下的個人資料及/或將閣下的個人資料提供予其他人士，以供該等人士在直接促銷中使用，請在下列方格內☐加上剔號(「✓」)。You should check ("✓") the following box(es) ☐ if you do wish the Bank to use your personal data in direct marketing and/or to provide your personal data to other persons for their use in direct marketing.

☐ 本人/吾等同意貴銀行在經以下渠道作直接促銷中使用本人/吾等的個人資料，或將本人/吾等的個人資料提供予任何其他人士，以供該等人士在直接促銷中使用，不論該等人士是否貴銀行集團成員，及不論貴銀行是否獲得金錢或其他財產的回報：I/We do wish the Bank to use my/our personal data in direct marketing via the following channel(s) or to provide my/our personal data to any other persons for their use in direct marketing, whether or not such persons are members of the Bank's group and whether or not in return for money or other property:

☐ 直銷郵件 Direct Mail ☐ 電話短訊 SMS ☐ 電子推廣郵件 Email ☐ 電話 Telephone ☐ 傳真 Fax ☐ 以上所有渠道 All of the above channels

以上代表閣下目前就是否希望收到直接促銷聯繫或資訊的選擇，並取代閣下於本申請前向本行傳達的任何選擇。

The above represents your present choice whether or not to receive direct marketing contact or information. This replaces any choice communicated by you to the Bank prior to this application.

請注意閣下以上的選擇適用於就本表格隨附之本行「關於個人資料(私隱)條例的客戶及其他個別人士通知」中所列出的產品、服務及/或標的類別的直接促銷。閣下亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及閣下的個人資料可提供予什麼類別的人士以供該等人士在直接促銷中使用。Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" (provided together with this form). Please also refer to the Circular on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

授權簽署 Authorized signature

公司指派負責人 as designated by the Company for this purpose

日期 Date

申請人英文全名 Applicant's Full name in English

簽署 Signature

日期 Date

選擇拒絕超逾信用限額信貸安排OPT-OUT FROM OVER-THE-LIMIT FACILITIES

如閣下的信用卡在超逾信用限額時不希望本行提供超逾信用限額信貸安排，請在以下方格內□加上剔號 [✓]：

You should check "✓" the following box ☐ if you do not wish the Bank to provide over-the-limit facilities for your Credit Card when the outstanding balance exceeds your credit limit:

☐ 本人/吾等不希望貴行於本人/吾等信用卡超出信用限額時，為本人/吾等安排超逾信用限額信貸服務。

I/We do not wish the Bank to provide over-the-limit facilities when my/our credit card exceed(s) the credit limit.

註：如您信用卡的結欠超逾信用額，須付超逾信用額手續費HK\$150(每月結單計算)。

Remarks: If the Outstanding Balance of your Credit Card exceeds the credit limit, over-the-limit fee HK\$150 (per statement cycle) will be levied.

簽署SIGNATURE

本人已閱讀、明白及接受所有印於本申請表之聲明及隨附之主要條款及細則。

I have read, understood and accepted the Declaration printed on this application form and the enclosed Major Terms and Conditions.

* 請填寫以下資料 Please fill in the information below

本人 ☐ 並非透過 / ☐ 透過*第三方推薦申請本信用卡。I confirm this Credit Card application ☐ is not / ☐ is* referred by third party.

第三方名稱 Name of the third party

電話號碼 Telephone number

推薦費 Referral fee

授權簽署 Authorized signature

公司指派負責人 as designated by the Company for this purpose

申請人英文全名 Applicant's Full name in English 簽署 Signature

日期 Date

日期 Date

查詢詳情，請與你的客戶服務主任聯絡。您亦可致電24小時客戶服務熱線 218 95588 或瀏覽我們的網站 www.icbcasia.com。

For details, please contact your Customer Service Officer. You may also call our 24-hour Customer Service Hotline at 218 95588 or visit our website www.icbcasia.com.

銀行專用 For Bank Use Only

批核 Approved by:				Source Code BR			
信用卡號碼 Credit card no. [] [] [] [] - [] [] [] [] - [] [] [] [] - [] [] [] []				信用卡號碼 Credit card no. [] [] [] [] - [] [] [] [] - [] [] [] [] - [] [] [] []			
Relationship no.				Limit		App By	
DC		Ver		Setup		Chk	
客戶資料檔號 CIF no.		分行蓋印 Branch stamp		客戶服務主任姓名及代碼 Customer Service Officer's name & code			
主賬戶號碼 Master A/C no.							

- a. 本公司及申請人現共同及個別要求中國工商銀行(亞洲)有限公司(「工銀亞洲」或「銀行」)，以本公司及申請人聯名名義開立一個公司信用卡(「公司卡」)賬戶，並簽發公司卡予申請人。
- b. 本公司及申請人共同及個別同意工銀亞洲信用卡持卡人合約(持卡人)-公司信用卡及/或工銀亞洲信用卡持卡人合約(持卡人)-銀聯雙幣公司信用卡(合約可不時予以修改)上所列之條款，該等條款將規限銀行向申請人發出之公司卡(如有)及因此而開立之公司卡賬戶的操作及使用。
- c. 申請人現確認及授權工銀亞洲將申請人之公司卡賬戶月結單另外寄予申請人之公司以結算簽賬，並向公司透露申請人賬戶狀況。
- d. 申請人現授權銀行及/或其代理人，向申請人的銀行及銀行認為合適之其他人士要求取得有關本項申請所需的資料。
- e. 本公司及申請人共同及個別聲明在本申請表提供的資料均為真實及完整。本公司及申請人共同及個別明白銀行可能需要隨時修改及更新銀行之資料記錄，並要求本公司及/或申請人提供最新之資料，包括本公司及申請人之財政資料。本公司及申請人共同及個別同意提供該等資料。本公司及申請人各自授權對方將本方及對方之資料提供予銀行。
- f. 申請人同意銀行不時收集有關申請人之一切個人資料，可根據銀行不時載於並提供予客戶之結單、通函、告示或條款及章程上之有關銀行的使用及披露個人資料政策的内容而使用，及向有關人士(不論在香港境內或境外)披露，而該等資料可就核對程序(定義見個人資料(私隱)條例)而予以使用。本公司及各信用卡持卡人同意銀行：
 - (i) 向其他公司、機構包括債務託收公司及其他人士查核、提供及獲取有關本公司及各信用卡持卡人資料；
 - (ii) 可將資料由香港特別行政區轉調至其他地方，包括中國內地；
 - (iii) 將資料與由其他途徑獲取的任何資料比較，並利用所得的比較結果採取任何行動，包括對本公司及/或各信用卡持卡人不利之行動(包括不批核此申請)；
 - (iv) 將資料提供予信貸資料機構及，在出現拖欠情況下，提供予債務託收公司。申請人確認已收訖有關個人資料(私隱)條例致客戶及其他個別人士之通函，並同意其內容，當中載有所提供個人資料之用途、向申請人收集之資料及/或有關申請人之資料可供銀行使用、可向當中所載第三方披露有關資料之情況及申請人就有關該等資料之權利。申請人可隨時向銀行索取該通函之額外副本。
- g. 申請人明白及同意銀行信用卡處理及打卡過程由銀行設於中國內地的外判服務者進行，並由嚴密保安系統及運作程序監管，確保客戶資料保密，除法律規定或經申請人同意外，絕不會向第三者(不論是否處於香港)披露。申請人亦同意就為信用卡處理和打卡的目的，銀行可披露申請人的資料予銀行之信用卡處理及打卡外判服務提供者。
- h. 除了同意披露申請人上述提供的資料，申請人茲確認及同意銀行可將申請人應銀行要求所提供或在申請人與銀行接觸過程中所收集之任何資料向任何其他認可機構或任何收數公司、信貸資料服務機構或類似服務提供者予以披露、或供該等機構使用及保留，以(a)核證該等資料及(b)確保該等機構向其他人士提供該等資料以進行信貸及其他狀況調查及/或協助該等機構收回債務。
- i. 申請人同意貴銀行通過中國境內金融信用信息基礎數據庫及中國工商銀行行內相關系統獲取申請人的信用信息，並可列印、保存和使用申請人信用信息，以處理及評核這申請，並在本人等的申請獲批准後，用以操作申請人的賬戶、授信審批、額度管理及/或貸後管理(如適用)。
- j. 銀聯雙幣公司信用卡申請人同意及授權銀行向廣深鐵路股份有限公司披露申請人之香港身份證號碼及/或其他個人資料(如適用)及將該等個人資料記錄在聯名卡芯片上，以便乘搭中國內地列車之用。
- k. 本公司及申請人共同及個別確認並同意銀行可拒絕本申請而毋須給予任何理由。
- l. 本公司及申請人聯合聲明，本公司及申請人概無拖欠任何財務機構任何信貸融通之還款，亦無就因本公司清盤或申請人破產而採取任何步驟或展開任何法律程序或被判予任何命令或提呈任何呈請或通過任何決議案，而本公司或申請人並非無力償債或無能力償還其他已到期的債項。
- m. **每張萬事達卡世界公司卡/銀聯鑽石公司卡之年費為港幣1,900元；每張ICBC萬事達卡公司卡/ICBC銀聯白金公司卡之年費為港幣1,000元(不時予以修改)。**
- n. 倘若申請人或任何建議擔保人為銀行或其母公司或其任何附屬機構之任何董事或僱員之親屬或配偶，申請人同意隨此申請表以書面通知工銀亞洲。如現在未有此關係，但申請人或任何建議擔保人將來與銀行有此上述關係時，申請人同意立即以書面通知工銀亞洲。
- o. 如果您選擇不收取有關工銀亞洲的宣傳郵件，請以書面通知銀行，地址及收件人為「香港中環花園道3號中國工商銀行大廈33樓，資料保護主任收」。

注意事項：

1. 有關收費表、信用卡持卡人合約、相關條款及細則之詳情，請瀏覽www.icbcasia.com或透過二維碼瀏覽本行網頁。ICBC萬事達卡公司卡，請參閱1.收費表(港幣公司信用卡)、2.公司信用卡持卡人主合約(公司)及公司信用卡持卡人合約(持卡人)、3.使用須知。ICBC銀聯雙幣公司卡，請參閱1.收費表(銀聯雙幣公司信用卡)、2.銀聯雙幣公司信用卡持卡人主合約及銀聯雙幣公司信用卡 - 信用卡持卡人主合約(公司)、3.使用須知。如欲索取有關資料紙質版本，請致電本行24小時客戶服務熱線218 95588或與本行各分行聯絡。
2. 不論此申請獲批准與否，所有文件及檔案一經提交，恕不退還。



DECLARATION

- a. The Company and the Applicant hereby jointly and severally request Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)" or the "Bank") to open a Corporate Credit Card ("Corporate Card") Account in the joint names of the Company and the Applicant and to issue a Corporate Card to the Applicant.
- b. The Company and the Applicant hereby jointly and severally agree that the terms and conditions of the ICBC (Asia) Credit Card Cardholder Agreement (Cardholder) - Corporate Credit Card and/or ICBC (Asia) Credit Card Cardholder Master Agreement (Cardholder) - UnionPay Dual Currency Corporate Credit Card (as may be amended from time to time) shall regulate the operation and use of the Corporate Card (if any) issued by the Banks to the Applicant and the Corporate Card Account opened in connection therewith.
- c. The Applicant hereby acknowledges (and authorizes the Banks to do so) that ICBC (Asia) would send a separate set of the Applicant's Corporate Card account monthly statement to the Applicant's Company for account settlement purpose and disclose the Applicant's account information to the Company.
- d. The Applicant hereby authorizes the Banks and/or its agents to request and obtain from the Applicant's bankers and such other person(s) as the Banks may think fit such information as it requires in connection with this application.
- e. The Company and the Applicant jointly and severally declare that the information given herein is true and complete. The Company and the Applicant jointly and severally acknowledge that the Bank may from time to time need to update the data in the Bank's record and the Bank will request the Company and/or the Applicant for up-to-date information including financial information about the Company and Applicant. The Company and the Applicant jointly and severally agree to provide such information. Each of the Company and the Applicant hereby authorizes the other to provide such information about itself or himself/herself to the Bank.
- f. The Applicant agrees that all personal data ("Data") relating to the Applicant and collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, notices or terms and conditions made available by the Bank to its customers from time to time and such data may be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance). The Company and each Cardholder agree that the Bank may:
 - (i) verify, provide and collect information about the Company and each Cardholder from other organizations, institutions including the debt collection agencies or other persons;
 - (ii) transfer Data outside the Hong Kong SAR including to the Mainland China;
 - (iii) compare any Data obtained with the data from other sources, and use the results for taking of any actions including actions that may be adverse to the Company's and/or each Cardholder's interests (including declining this application);
 - (iv) providing the Data to credit reference agencies, and in the event of default, to debt collection agencies.

The Applicant acknowledges receipt and agrees to the contents of the Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance with sets out the purposes for which personal data supplied by, collected from and/or relating to the Applicant may be used by the bank, the circumstances in which such data may be disclosed to the third parties stated therein and the Applicant's rights in respect of such data. The Applicant understands that the Applicant can obtain extra copies of the circular from the Bank at any time.
- g. The Applicant understands and agrees that the card processing and the card embossing activities in relation to the Card will be conducted by service provider(s) of the Bank in Mainland China under strict securities measures and operational controls to ensure that any information of the cardholders be kept strictly confidential and will not be disclosed any third party (whether in Hong Kong or elsewhere), except as required by law, or with my consent. The Applicant hereby also consents to the disclosure of my information to the service provider(s) of the Bank for the purpose of providing the card processing and card embossing services to the Bank by such service provider(s).
- h. In addition to the consent for disclosure of the data given above, the Applicant hereby acknowledges and agrees that any information which has been provided by the Applicant at the request of the Bank or collected in the course of dealings between the Applicant and the Bank may be disclosed to, or used and retained by, any other authorized institution or any debt collection agency, credit reference agency or similar service provider for the purposes of (a) verifying such information, and (b) enabling them to provide such information to other parties for the purposes of carrying out credit and other status checks and/or assisting them to collect debts.
- i. The Applicant agrees and authorizes the Bank to obtain the Applicant credit information through the financial credit information database in Mainland China and the relevant system of Industrial and Commercial Bank of China Limited and to print, save and use of the Applicant credit information for the purposes of processing and evaluation of this application and, if the Applicant application is approved, operating the Applicant account(s), credit approval, credit management, post-loan management (if applicable).
- j. The UnionPay Dual Currency Corporate Credit Card Applicant agrees and authorizes the Bank to disclose my HKID Card Number and/or other personal information (if applicable) to Guangshen Railway Co. Ltd and save my personal data in the chip of co-brand card for the purpose to facilitate the taking of train with the co-brand card in Mainland China.
- k. The Company and the Applicant jointly and severally acknowledge and agree that the Bank may refuse this application without assigning any reason therefore.
- l. The Company and the Applicant jointly declare that the Company and the Applicant have not been delinquent in repaying any credit facilities with any financial institution, no steps have taken or legal proceedings started nor has any order been made or petition presented or resolution passed for the winding up of the Company or bankruptcy of the Applicant nor is the Company or the Applicant insolvent or unable to its/his debts as they fall due.
- m. **The annual fee of each World Corporate Mastercard/ UnionPay Diamond Corporate Card is HK\$1,900; the annual fee of each Corporate Mastercard/UnionPay Platinum Corporate Card is HK\$1,000** (as may be amended from time to time).
- n. The Applicant agrees to inform ICBC (Asia) in writing together with this application form if the Applicant/any proposed guarantor is relative(s)/ spouse(s) of any of the directors or employees of the Bank or its parent or any of its subsidiaries. If there is no such relationship at present, the Applicant still agree to notify ICBC (Asia) promptly in writing when the Applicant/any proposed guarantor become(s) so related.
- o. If you do not wish to receive any promotional materials of ICBC (Asia), please inform the Data Protection Officer at 33/F, ICBC Tower, 3 Garden Road, Central, Hong Kong in writing.

Notes:

1. For details of relevant Fee Schedule, Cardholder Agreement and Terms and Conditions, please visit our website www.icbcasia.com or browse via the QR code. For ICBC Corporate Mastercard, please read 1. Fee Schedule (HKD Corporate Credit Card), 2. Corporate Credit Card-Cardholder Master Agreement (Company) and Corporate Credit Card-Cardholder Agreement (Cardholder), and 3. Reminder on Credit Card Usage. For ICBC UnionPay Dual Currency Corporate Card, please read 1. Fee Schedule (UnionPay Dual Currency Corporate Credit Card), 2. UnionPay Dual Currency Corporate Credit Card Cardholder Master Agreement and UnionPay Dual Currency Corporate Credit Card-Credit Card Cardholder Master Agreement (Company), and 3. Reminder on Credit Card Usage. If you would like to get the printed version of such information, please call our 24-hour Customer Service Hotline at 218 95588 or visit one of our branches.
2. Documents and files supplied are not returnable regardless of whether this application is approved or not.



- (1) 客戶及其他個人(包括但不限於銀行/金融服務及信貸便利的申請人、擔保人及就信貸便利提供抵押或擔保的人士、公司客戶、申請人的股東、董事、職員及管理人員或獨資經營者或合夥人或申請人及其他與銀行訂約的個人)(統稱「資料當事人」)，在開立或延續戶口、建立或延續銀行/信貸便利或要求銀行提供銀行/金融服務時，需要不時向銀行提供有關的資料。
- (2) 若未能向銀行提供該等資料可能會導致銀行無法開立或延續戶口或建立或延續銀行/信貸便利或提供銀行/金融服務。
- (3) 在資料當事人與銀行的正常業務往來過程中，銀行亦會收集到資料當事人的資料，例如，當客戶開出支票、存款，或以其他方式進行作為銀行所提供服務一部分的交易時，銀行亦會收集客戶的資料。銀行亦會向第三方(包括客戶因銀行產品及服務的推廣以及申請銀行產品及服務而接觸的第三方服務供應商)收集與客戶有關的資料。
- (4) 資料當事人的資料將可能用於下列用途：
 - (i) 考慮及評估客戶有關銀行產品及服務的申請；
 - (ii) 提供服務和信貸便利給資料當事人之日常運作；
 - (iii) 在資料當事人申請信貸時進行的信貸調查，及每年進行一次或以上的定期或特別審查；
 - (iv) 編制及維持銀行的信貸評分模式；
 - (v) 提供參考資料(狀況查詢)；
 - (vi) 協助其他財務機構作信用檢查及追討債務；
 - (vii) 確保資料當事人維持可靠信用；
 - (viii) 設計為資料當事人使用的財務服務或有關產品；
 - (ix) 推廣服務、產品及其他標的(而銀行或會獲得報酬)(詳情請參閱以下第(6)段)；
 - (x) 確定銀行對資料當事人或資料當事人對銀行的負債款額；
 - (xi) 執行資料當事人向銀行所負義務，包括但不限於向資料當事人及就資料當事人的義務提供抵押的人士追收欠款；
 - (xii) 履行根據下列適用於銀行或銀行集團公司或銀行或其任何銀行集團公司被期望遵守的就披露及使用資料的義務、規定或安排：
 - (a) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律(例如，《稅務條例》及其條文，包括關於自動交換財務帳戶資料之條文)；或對其具約束力的法院指令；
 - (b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如，稅務局作出或發出的指引或指南，包括關於自動交換財務帳戶資料的指引或指南)；
 - (c) 銀行或銀行集團公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xiii) 遵守銀行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、逃稅或其他非法活動的任何方案就於銀行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義務、要求、政策、程序、措施或安排；
 - (xiv) 使銀行或銀行集團公司的實在或建議承讓人，或銀行或銀行集團公司對資料當事人的權利及/或責任的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；
 - (xv) 與接受銀行所發信用卡的商戶及由銀行提供聯營/聯號/私人標誌信用卡服務的實體(分別為「商戶」或「聯營實體」)交換資料；
 - (xvi) 就任何信用卡交易與商戶的收單財務機構核實資料當事人；

- (xvii) 銀行集團風險管理用途；
 - (xviii) 作為維持資料當事人的信貸記錄或其他記錄，不論資料當事人與銀行是否存在任何關係，以作現在或將來參考用途；及
 - (xix) 與上述有關的用途。
- (5) 銀行會對其持有的資料當事人資料保密，但銀行可能會把該等資料提供給下述各方作為第(4)段列出的用途：
- (i) 任何銀行集團公司、代理人、承包商、或向銀行或銀行集團公司提供行政、電訊、電腦，付款或證券結算或其他和銀行業務運作有關的服務供應者；
 - (ii) 任何對銀行或銀行集團公司有保密責任的人，包括銀行集團內已承諾保持該資料保密的公司；
 - (iii) 付款銀行向出票人提供已付支票的副本(而其中載有關於收款人的資料)；
 - (iv) 客戶因申請銀行產品及服務而選擇接觸的第三方服務供應商；
 - (v) 資信調查機構，而有資料當事人欠賬時，則可將該等資料提供給收數公司；
 - (vi) 銀行或銀行集團公司在根據對其具約束力或適用的任何法例、規定或法院指令下，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何指引或指導，或根據銀行或任何銀行集團公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 銀行或銀行集團公司對當事人的權利及/或責任的任何實在或建議承讓人、參與人或附屬參與人或受讓人；
 - (viii) 承諾將有關資料保密的商戶或聯營實體；及
 - (ix)
 - (a) 任何銀行集團公司；
 - (b) 第三者財務機構、保險公司、信用卡公司、證券及投資服務供應者；
 - (c) 第三者獎賞、客戶或會員、合作品牌及優惠計劃供應商；
 - (d) 銀行及任何銀行集團公司的聯營夥伴(該等聯營夥伴的名稱列於有關服務和產品(視情況而定)的申請表格內)；
 - (e) 慈善或非牟利機構；及
 - (f) 銀行就第4(ix)段所述用途而任用的外部服務供應者(包括但不限於郵遞機構、電訊公司、電話推廣及直銷代理、電話服務中心、數據資料處理公司及資訊科技公司)。

銀行可向任何上述人士披露資料，即使收受資料人的營業地點在香港境外，包括中國內地，或隨披露後該收受資料人將在香港境外收集、持有、處理或使用全部或部份有關資料，銀行亦可作出披露。

- (6) 在直接促銷中使用資料
- 銀行把及/或擬把資料當事人資料用於直接促銷，而銀行為該用途須獲得資料當事人同意(包括表示不反對)。就此，請注意：
- (i) 銀行可能把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、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 銀行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
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由銀行及/或下列各方提供或(就捐款及捐贈而言)徵求：
 - (a) 銀行集團公司；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應者；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；

- (d) 銀行及銀行集團公司之合作品牌夥伴(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
- (e) 慈善或非牟利機構；
- (iv) 除由銀行促銷上述服務、產品及促銷標的以外，銀行亦將及/或擬將以上第(6)(i)段所述的資料提供予以上第(6)(iii)段所述的全部或任何人士，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)；
- (v) 銀行可能因如以上第(6)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，銀行會於以上第(6)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。
- (vi) 銀行只會在收到資料當事人的明確同意後才會使用和/或提供資料當事人的資料予其他人士作直接促銷用途。如資料當事人同意銀行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知銀行行使其選擇權接受促銷，就此資料當事人無須繳付費用。在此情況下，資料當事人可提交書面指示或填妥銀行相關表格並交回銀行或親臨銀行任何分行。
- (7) 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：
- (i) 全名；
- (ii) 就每宗按揭的身分(即作為借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式)；
- (iii) 香港身份證號碼或旅遊證件號碼；
- (iv) 出生日期；
- (v) 地址；
- (vi) 就每宗按揭的按揭賬戶號碼；
- (vii) 就每宗按揭的信貸種類；
- (viii) 就每宗按揭的按揭帳戶狀況(如有效、已結束、已撇帳(因破產令導致除外)、因破產令導致已撇帳)；及
- (ix) 就每宗按揭的按揭賬戶結束日期(如適用)。
- 信貸資料服務機構將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，及以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(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)。
- (8) 根據條例及根據條例所核准及發出的個人信貸資料實務守則，任何資料當事人有權：
- (i) 查核銀行是否持有他的資料及查閱該等資料；
- (ii) 要求銀行改正有關他不準確的資料；
- (iii) 查悉銀行對於資料的政策及慣例及獲告知銀行持有的個人資料種類；
- (iv) 在與個人信貸有關的情況下，要求獲告知那些資料是會向資信調查機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關資信調查機構或收數公司提出查閱和改正資料要求；及
- (v) 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自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(即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過60日的欠款的日期(如有))。
- (9) 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撇帳(因破產令導致撇帳除外)，否則帳戶還款資料(定義見以上第(8)(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。

- (10) 如資料當事人因被頒布破產令而導致任何帳戶金額被撇帳，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(8)(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)。
- (11) 銀行在考慮批出個人信貸或在檢討或續批已批予任何資料當事人為借款人的個人信貸，或任何其他人為借款人而有關資料當事人為擔保人的個人信貸的過程中，或在任何資料當事人作為借款人或擔保人有拖欠情況時作合理監察有關資料當事人的債務情況時，可不時查閱由信貸資料服務機構持有的該資料當事人的個人信貸資料。特別是，銀行可為檢討現有已批出的個人信貸的目的取閱個人信貸資料，以協助銀行考慮下列事項：
- (i) 增加信貸限額；
- (ii) 對信貸作出限制(包括取消或減少信貸限額)；或
- (iii) 對有關資料當事人安排或實行債務償還安排。

如資料當事人欲從信貸資料服務機構取閱銀行所取得的信貸報告，銀行會提供有關信貸資料服務機構的聯絡詳情。

- (12) 根據條例各條款，銀行有權就處理任何查閱資料的要求收取合理費用。
- (13) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下述人士提出：

資料保護主任

中國工商銀行(亞洲)有限公司

香港花園道3號中國工商銀行大屋33樓

傳真：28051166

- (14) 本通知不會限制資料當事人在《個人資料(私隱)條例》下所享有的權利。
- (15) 本通告應被視為資料當事人與銀行或將與銀行訂定之所有合約、協議、信貸函、賬戶管理委託及其他約束性安排之一部份。
- (16) 在本通知內，下列詞語具以下涵義：

「銀行集團公司」指銀行的任何附屬公司、銀行的任何直接或間接控股公司、任何前述控股公司的任何附屬公司或其任何關連公司(即該等公司的權益乃由任何前述公司持有)，包括中國工商銀行集團轄下各公司；

「附屬公司」及「控股公司」具有香港法例第622章公司條例所指之相同涵義。

附註：本通知的中、英文版本如有任何歧義，概以英文版本為準。

二零二零年八月

Industrial and Commercial Bank of China (Asia) Limited (the "Bank")
Circular to Customers and Other Individuals relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")

- (1) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or sole proprietors or partners or applicants and other contractual counterparties) (collectively "data subjects") to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of banking/financial services.
 - (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking/credit facilities or provide banking/financial services.
 - (3) It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques, deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank's products and services and in connection with the customer's application for the Bank's products and services.
 - (4) The purpose for which data relating to a data subject may be used are as follows:
 - (i) considering and assessing the customer's application for the Bank's products and services;
 - (ii) the daily operation of the services and credit facilities provided to data subjects;
 - (iii) 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;
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) provision of reference (status enquiries);
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of data subjects;
 - (viii) designing financial services or related products for data subjects' use;
 - (ix) marketing services, products and other subjects in respect of which the Bank may or may not be remunerated (please see further details in paragraph (6) below);
 - (x) determining the amount of indebtedness owed to or by data subjects;
 - (xi) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or Bank's Group Companies or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information) or any court order being enforceable on it;
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or Bank's Group Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Bank and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing, tax evasion or other unlawful activities;
 - (iv) enabling an actual or proposed assignee of the Bank or Bank's Group Companies, or participant or sub-participant of the rights of the Bank or those of Bank's Group Companies in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (v) exchanging information with merchants which accept credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded/private label credit card services (each a "merchant" or an "affinity entity");
 - (vi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions;
 - (vii) for purposes of risk management of the group of the Bank;
 - (viii) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference; and
 - (ix) purposes relating thereto.
 - (5) Data held by the Bank relating to a data subject will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (4) :
 - (i) any Bank's Group Companies, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank or Bank's Group Companies in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank or a Bank's Group Companies which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) third party service providers with whom data subjects have chosen to interact with in connection with data subjects' application for the Bank's products and services;
 - (v) a person making any payment into data subject's account (by providing a copy of a deposit confirmation slip which may contain the name of the data subject);
 - (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vii) any person to whom the Bank or Bank's Group Companies is under an obligation or otherwise required to make disclosure under the requirements of any law, regulation or court order binding on or applying to the Bank or Bank's Group Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or Bank's Group Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or Bank's Group Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - (viii) any actual or proposed assignee of the Bank or Bank's Group Companies, or participant or sub-participant or transferee of the rights of the Bank or those of Bank's Group Companies in respect of the data subject;
 - (ix) a merchant or an affinity entity which has undertaken to keep such data confidential; and
 - (x)
 - (a) any Bank's Group Companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and any Bank's Group Companies (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);
 - (e) charitable or non-profit making organisations; and
 - (f) 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)(ix).
- The Bank may disclose data to any or all the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong, including Mainland China, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or part outside Hong Kong.
- (6) Use of Data in Direct Marketing

The Bank uses and/or intends to use the data of a data subject in direct marketing and the Bank requires the consent of the data subject (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
- 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 the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - donations and contributions for charitable and/or nonprofit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- any Bank's Group Companies;
 - third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - third party reward, loyalty, co-branding or privileges programme providers;
 - co-branding partners of the Bank and any Bank's Group Companies (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;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also provides and/or intends to provide the data described in paragraph (6)(i) above to all or any of the persons described in paragraph (6)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires written consent of the data subject (which includes an indication of no objection) for that purpose;
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (6)(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph (6)(iv) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.
- (vi) The Bank uses and/or provides the personal data of a data subject for direct marketing only if the Bank receives the explicit consent from the data subject indicating that he has no objection to it. If a data subject agrees to let the Bank use or provide to other persons his personal data for use in direct marketing as described above, the data subject may, without charge, exercise his opt-in right by notifying the Bank. The data subject may make the opt-in request by providing the written instruction or completing the relevant bank form and returning to the Bank or visiting any of the Bank's branches.
- (7) 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 Bank may, on its own behalf and/or as agent, provide the following data relating to the data subject (including any update) to a credit reference agency:
- 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;
 - date of birth;
 - 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.
- The credit reference agency will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, 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 database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (8) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, the 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 an access and correction request to the relevant credit reference agency or debt collection agency; 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 a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (9) 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 (8)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (10) 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 (8)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- (11) The Bank may from time to time access the consumer credit data of a data subject held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing customer credit facilities granted to the data subject as borrower or to another person for whom the data subject proposes to act or acts as guarantor or for the purpose of the reasonable monitoring of the indebtedness of the data subject while there is currently a default by the data subject as borrower or as guarantor. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:-
- an increase in the credit amount;
 - the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - the putting in place or the implementation of a scheme of arrangement with the data subject.
- If the data subject wishes to access the credit report obtained by the Bank from the credit reference agency, the Bank will advise the contact details of the relevant credit reference agency.
- (12) 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.
- (13) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows :
- The Data Protection Officer**
Industrial and Commercial Bank of China (Asia) Limited
33/E, ICBC Tower,
3 Garden Road
Central, Hong Kong
Fax : 2805 1166
- (14) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (15) This Circular shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which the data subject has entered into or intends to enter into with the Bank.
- (16) In this Circular, the following terms shall have the following meanings:
- "Bank's Group Companies" means any subsidiary of the Bank, any direct or indirect holding company of the Bank, any subsidiary of any such holding company or any of their related companies (that is such companies' equity interest is held by any of the foregoing) including companies within the group of Industrial and Commercial Bank of China;
- "subsidiary" and "holding company" bear the meanings under the Companies Ordinance (Cap.622).
- Notes: In case of discrepancies between English and Chinese versions, the English version shall prevail.