

「理財金賬戶」白金萬事達卡申請表格
"Elite Club" Platinum Mastercard Application Form

請以英文正楷填寫。Please complete the form in English BLOCK letters.



本人欲申請「理財金賬戶」白金萬事達卡 (1100022)
I would like to apply for "Elite Club" Platinum Mastercard

理財金賬戶客戶尊享
For Elite Club Customers Only

永久豁免年費
Perpetual Annual Fee Waiver

迎新禮品 WELCOME GIFT

HK\$150 信用卡免找數簽賬額 (T2)
Free Credit Card Spending Limit

迎新禮品適用於2020年12月31日或之前成功申請之主卡持卡人。「理財金賬戶」白金萬事達卡主卡持卡人須於發卡後2個月內簽賬消費或現金透支一次，方可獲享迎新禮品。上述優惠不適用於現有或過去6個月內取消任何ICBC信用卡(包括聯營卡)之持卡人。

Welcome offer is valid for successful application on or before 31 December 2020. Successful applicant of Principal "Elite Club" Platinum Mastercard is required to spend or cash advance once within the first 2 months of card issuance. Existing ICBC credit cardholders or who have cancelled any ICBC credit cards (including co-branded cards) in the past 6 months will not be eligible for the welcome gift.

* 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).

申請人個人資料 PERSONAL INFORMATION

稱謂 Title* (001) 先生 Mr. (006) 女士 Ms.

英文姓名 English Name (與身份證一致 Name as appeared on HKID Card)

中文姓名 Chinese Name

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)

其他國籍 Other Nationality: (請提供相關證件 Please enclose relevant documents)

(0) 否 No

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)

其他稅務國家 Other Country of Tax Income Declaration: _____

(0) 否 No

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) _____

住宅電話 Home No.* _____

手提電話 Mobile No.* _____

電郵地址 E-mail Address* _____

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.)

單位 Unit / 室 Flat

樓 Floor 座

Block

大廈 / 屋邨名稱 Name of Building / Estate

街道名稱及號碼 No. and Name of Street

地區 District

香港 Hong Kong

九龍 Kowloon

新界 New Territories

居住年期 Years There _____

年 Year(s)

月 Month(s)

住宅類別 Residential Type

(002) 按揭 Mortgaged

每月租金 / 按揭供款金額 HK\$

Monthly Rental / Mortgage Repayment Amount HK\$ _____

申請人職業資料 OCCUPATION INFORMATION

現公司名稱 Name of Company

職銜 Job Title

受僱年期 Years in Service _____ 年 Year(s) _____ 月 Month(s)

受僱性質 Employment Status

- (A) 自僱人士 Self-Employed (B) 在職人士 Full-time Employed (C) 非在職人士 Unemployed
 (D) 學生 Student (E) 退休 Retired (F) 家庭主婦 Housewife
 (G) 合約性質 On Contract 合約到期日子 Contract End Date _____ (月MM/年YYYY)
 (H) 其他 Others _____

職位 Position

業務性質 Business Type*

年薪 Annual Income

公司電話 Office No.* _____

公司地址 Company Address (請以英文正楷填寫 Please complete in English BLOCK letters)

單位 Unit / 室 Flat

樓 Floor

座 Block

大廈名稱 Name of Building

街道名稱及號碼 No. and Name of Street

地區 District

- 香港 Hong Kong 九龍 Kowloon 新界 New Territories

如現工作受僱少於一年請填寫以下部份 Please complete the following if your current employment is less than one year:

前受僱公司名稱 Name of Previous Employer

前受僱職位 Previous Position

前受僱年資 Previous Years There
年 Year(s) _____ 月 Month(s)**服務選擇 CHOICE OF SERVICES****自動櫃員機服務 ATM Services** (如未註明, 將以中文處理 Screen will be in Chinese if no instruction is given)

請選擇自動櫃員機螢幕顯示之語言 Please select language on ATM Screen

- (1) 中文 Chinese (2) 英文 English

本人同意將下列「理財金賬戶」之港幣綜合賬戶附加至本人之「理財金賬戶」白金萬事達卡
I agree to attach below "Elite Club" HK\$ account to my "Elite Club" Platinum Mastercard

賬戶號碼 Account No. [] [] [] [] - [] [] [] [] [] [] [] [] [] [] (不適用於聯名賬戶。 Not applicable to joint name account.)

獎賞計劃 Rewards Program (如未註明, 將代為選擇積分獎賞。 Bonus Point will be selected if no instruction is given.)

- (001) 積分獎賞 Bonus Point (002) 現金回贈 Cash Rebate (003) 鳳凰知音飛行里數 Mileage of PhoenixMiles

鳳凰知音會員號碼 PhoenixMiles Membership No.: [] [] [] [] [] [] [] [] [] []

通訊地址 Correspondence Address (如沒有選擇, 將代設定為住宅地址 Home address will be selected if no instruction is given)

- 住宅地址 Home Address 公司地址 Office Address

領卡指示 Card Collection Instruction

(如沒有註明, 將代為決定領取新卡分行 If no choice is indicated, will assign a card collection branch to the applicant)

- (1) 親自到 分行領取新卡
Collect the new card(s) in person at _____ branch.
 (2) 郵寄到通訊地址
Mail to my correspondence address

(所有信用卡之申請如非親自面見遞交, 必須親自前往指定分行領取新卡, 唯閣下之續期卡, 則可安排郵寄至主卡人之通訊地址。 All credit cards application which not submitted in person are required to pick up at designated branches. Only renewal card can be arranged send to Principal Cardholder's correspondence address.)

您與工銀亞洲的關係 YOUR RELATIONSHIP WITH THE BANK現為工銀亞洲客戶? Existing ICBC (Asia) Customer? (1) 是 Yes (0) 否 No

現有工銀亞洲信用卡號碼 Existing ICBC Credit Card Number []

是否工銀亞洲或其附屬機構的董事/僱員之親屬? Are you the relative of any director/employee of ICBC (Asia) or any of its subsidiaries?

- 是(請填寫其資料) 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信用卡中心
Yes (Please state his/her details) No, but I shall inform ICBC (Asia) Credit Card Centre in writing should such relationship arise in future.

董事/僱員姓名 Name of Director/Employee

關係 Relationship

公司名稱 Company Name

部門 Department

職位 Position

- 以上資料均屬詳實，本人(等)授權中國工商銀行(亞洲)有限公司(「貴銀行」)向本人(等)的僱主(「僱主」、財務機構及信用諮詢公司或任何其他信用狀況或資料來源查詢核實以上資料，並收取該等資料用以處理及評核這申請，並在本人(等)的申請獲批准後，用以操作本人(等)的賬戶。
- 本人(等)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本人(等)的信用信息，並可列印、保存和使用本人(等)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，用以操作本人(等)的賬戶、授信審批、額度管理及/或貸後管理(如適用)。
- 本人(等)確認已閱讀及明白中國工商銀行(亞洲)有限公司派發及隨此申請表附上之關於個人資料(私隱)條例的客戶及其他個別人士通知。
- 根據《個人資料(私隱)條例》所核准及發出的「個人信貸資料實務守則」，銀行現可透過資信調查機構共同分享個人的信貸資料。如本人(等)反對本人(等)的信貸資料被納入有關已取消賬戶的信貸資料報告制度，本人(等)可聯絡貴銀行的客戶服務熱線218 95588以作安排。
- 如有任何拖欠還款，除非欠賬金額在由欠賬日期起計60日屆滿前全數清還，否則本人(等)的賬戶資料可在最終清還欠賬金額後，由資信調查機構再保留多5年。
- 在清還欠款而取消賬戶之時及在緊隨取消賬戶前5年並沒有任何重大的賬戶拖欠的條件下，本人(等)有權指示銀行要求資信調查機構清除其資料庫中有關該取消賬戶的任何賬戶資料。
- 本人(等)明白及同意貴銀行信用卡處理及打卡過程由貴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，確保客戶資料絕對保密，除法律規定或經本人(等)同意外，絕不會向第三者(不論是否處於香港)披露。本人(等)亦同意就為信用卡處理和打卡的目的，貴銀行可披露本人(等)的資料予貴銀行之信用卡處理及打卡外判服務提供者。
- 本人(等)明白及同意貴銀行有權要求本人(等)呈交其他文件。
- 本人(等)並授權貴銀行向下述者披露本人(等)及/或此項申請及/或本人(等)的賬戶之任何資料，可獲披露及可運用資料者為：(i)貴銀行聘用之員工、代理人及承包商，用以處理及核實此申請；(ii)貴銀行聘請的服務提供者，對客戶賬戶的操作(包括信用管理服務)和賬戶服務之市場推廣有關之服務；(iii)中國工商銀行及其附屬機構及(iv)在信用卡上出現其名稱或標誌的第三者。本人(等)亦明白及同意貴銀行將本人(等)之資料從香港轉調至其他地方，包括中國內地。本人(等)亦明白及同意貴銀行可利用本人(等)之資料及/或本人(等)於貴銀行賬戶之資料作以下服務及產品的市場推廣用途(不論銀行是否從中獲取酬勞)：- (i)財務、保險、信用卡、銀行及相關服務及產品；(ii)獎賞、回饋或優惠活動及相關服務及產品；及(iii)銀行的聯營伙伴提供的服務及產品(視乎情況而定，提供有關服務及產品之聯營伙伴名稱可於申請表上找到)；及此類服務或產品可能會由以下人士提供及/或推廣：(i)銀行及銀行的集團公司；(ii)第三者財務機構、保險公司、信用卡公司、證券及投資服務提供者；(iii)第三者獎賞、回饋或優惠活動提供者；及(iv)銀行及銀行的集團公司的聯營伙伴。本人(等)明白本人(等)有權選擇不參與此類市場推廣活動。

- 本人(等)並同意完全遵守中國工商銀行(亞洲)有限公司信用卡持卡人合約及其後可能修訂之條款(「該合約」)，該合約將在申請獲得批准後與卡一併發出給本人(等)。
- 本人(等)謹此鄭重及真誠地作出如下聲明：(i)本人(等)從未於香港或任何其他地方，被宣告破產，或成為任何破產案件或相類似的法律程序的被申請者，或受任何接管令或相類似命令的約束；及(ii)本人(等)已經小心及謹慎地考慮過本人(等)的資產及負債情況。本人(等)並無任何意圖，於香港或任何其他地方，申請本人的破產令或相類似的命令，或向本人(等)的債權人作出任何個人自願安排或相類似的安排的建議，而本人(等)亦不覺得有任何理由需要提出任何上述申請或建議。
- 本人(等)聲明本人(等)名下由其他金融或財務機構發出之信用卡及/或個人貸款並沒有因欠賬而被取消，並聲明本人(等)現於其他金融或財務機構之貸款(包括信用卡及其他貸款)並沒有逾期還款超過30天。
- 本人(等)同意若在信貸還款期間遇上還款困難，得儘早通知實行。
- 如本人(等)與貴銀行董事或職員有任何親屬關係，本人(等)將以書面通知貴銀行。
- 本人(等)明白若在此申請中蓄意作出虛假陳述意圖行騙，本人可能受刑事檢控。
- 本人(等)已細心閱讀並清楚明白隨附於本申請表內的中國工商銀行(亞洲)有限公司信用卡持卡人合約之主要條款及細則。

注意事項：

- 除獲銀行豁免，每張信用卡年費分別為：

	主卡	附屬卡
萬事達白金卡	HK\$1,000	HK\$500

根據銀行營運守則採用淨現值法計算，零售交易及現金透支之實際年利率分別為**16.08%-31.89%**及**18.06%-36.76%**。

- 主卡及/或附屬卡持卡人均可提出暫停和取消附屬卡。在提出要求後，有關之附屬卡應儘快退回本行。在有關附屬卡退回，或於本行可實施遺失信用卡處理程序前，主卡持卡人須對該附屬卡發生之任何付款及有關費用支出負責。
- 信貸資料是指個人的信貸程度(如信貸額度及未償還金額)及還款記錄。
- 作為申請用途，銀行將查閱資信調查機構的資料庫，以進行申請人的信貸檢討。
- 中國工商銀行(亞洲)有限公司對此申請之審批/拒絕、信用額度及有關年利率將保留絕對決定權並毋須作出任何解釋。

註：所有提交之文件(包括此申請表)無論此申請批准與否，恕不退還。

DECLARATION

1. I/We confirm that the above information is true and complete and hereby authorize Industrial and Commercial Bank of China (Asia) Limited ("the Bank") to contact my/our employers, financial and credit institutions or any other credit or information sources for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my/our application is approved, for the operation of my/our account(s).
 2. I/We agree and authorize the Bank to obtain my/our 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 my/our credit information for the purposes of processing and evaluation of this application and, if my/our application is approved, operating my/our account(s), credit approval, credit management, post-loan management (if applicable).
 3. I/We confirm that I/we have read and understood the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" which is available at the Bank for customers' collection and enclosed with this application form.
 4. In accordance with the terms of the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance, credit data of individuals may now be shared by banks through credit reference agencies. If I/we do not wish my/our credit data to be included in the credit data reporting system in respect of closed account data, I/we may contact your Customer Service Hotline on 218 95588 for arrangement.
 5. In the event of any default in repayment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, I/we shall be liable to have my/our account data retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
 6. Upon termination of the account by full payment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, I/we shall have the right to instruct the Bank to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.
 7. I/We understand and agree 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 security measures and operational controls to ensure that any information of the cardholders be kept strictly confidential and will not be disclosed to any third party (whether in Hong Kong or elsewhere), except as required by law, or with my/our consent. I/We hereby also consent to the disclosure of my/our information to the service provider(s) of the Bank for the purpose of providing the card processing and the card embossing services to the Bank by such service provider(s).
 8. I/We agree that the Bank reserves the right to request other supporting documents from me/us.
 9. I/We further authorize the Bank to disclose any information regarding me/us and/or this application and/or my/our account(s) with the Bank confidentially to (i) the Bank's employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties retained by the Bank to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Industrial and Commercial Bank of China Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the Card. I/We also understand and agree that the Bank may transfer to and use my/our data in Hong Kong or Mainland China. **I/We also understand and agree that the Bank may use the information regarding me/us and/or my/our account(s) with the Bank for marketing the following services and products (in respect of which the Bank may or may not be remunerated):- (i) financial, insurance, credit card, banking and related services and products; (ii) reward, loyalty or privileges programmes and related services and products; and (iii) 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 these services or products may be provided and/or marketed by: (i) the Bank and Bank's group companies; (ii) third party financial institutions, insurers, credit card companies, securities and investment services providers; (iii) third party reward, loyalty or privileges or programme providers; and (iv) co-branding partners of the Bank and the Bank's group companies.** I/We understand that I/we have the right to opt out of such marketing programs.
 10. I/We agree to be bound by the terms and conditions of the Cardholder Agreement and any further amendment on the terms and conditions thereafter, a copy of which will be sent to me/us with the Card.
 11. I/We hereby solemnly and sincerely declare that (i) I/we have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of receiverships or similar order, in Hong Kong or elsewhere; and (ii) I/we have carefully and conscientiously considered the status of my/our assets and liabilities. I/We have no intention to petition for my/our own bankruptcy or for any similar order, or propose to enter into with my/our creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I/we see any reason why I/we should do so.
 12. I/We declare that I/we did not own any credit card and/or personal loan issued by other financial institutions that was cancelled due to default payment and also declare that I/we currently do not have any overdue payment (including credit card and other loans) on other financial institutions exceeding 30 days.
 13. I/We agree to inform the Bank as soon as possible of any difficulty in repaying or servicing the credit payment over the credit period.
 14. I/We agree to inform the Bank in writing if I/we have any relationship with any of the Bank's directors or employees.
 15. I/We understand that if I/we knowingly make any false statement in my/our application with an intention to deceive, I/we may be liable for criminal prosecution.
 16. I/We have carefully read and fully understand the Major Terms and Conditions of the Cardholder Agreement enclosed on this application form.
- Notes:**
1. Subject to waiver by the Bank, annual fee of each card as follow:

	Principal Card	Supplementary Card
Platinum Mastercard	HK\$1,000	HK\$500

According to the guideline of the Code of Banking Practice, the Annualized Percentage Rate is calculated based on the Net Present Value (NPV) method; the Annualized Percentage Rates for retail purchase and cash advance are 16.08%-31.89% and 18.06%-36.76% respectively.

2. Either the Principal or the Supplementary Cardholder can request the termination and suspension of the Supplementary Card. Upon such request, the Card must be returned to the Bank as soon as possible. Principal Cardholder shall remain liable for any payments arising from the use of the Card and any related charges until the Card is returned to the Bank or the Bank is able to implement the procedures which apply to lost cards.
3. Credit data refer to information on an individual's credit exposure (e.g. credit limits and outstanding amounts on credit facilities) and payment history.
4. The Bank may, for the purpose of the application, conduct a credit review on the applicant by accessing the credit reference agency's database.
5. Approval/Rejection of the application, assignment of credit limit(s) and corresponding interest rate(s) shall be at the sole discretion of the Bank without giving any reason.

Remark: Documents supplied (including this application form) are not returnable no matter 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商;
 - (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律、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作出或發出的並期望銀行或銀行集團公司遵守的任何指引或指導,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商;
 - (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商(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商;
 - (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,或任何其他人士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類型的資料,應向下列人士提出:
- 資料保護主任**
中國工商銀行(亞洲)有限公司
香港花園道3號中國工商銀行大廈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;
- (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:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) 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
 - (d) 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:
 - (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 or 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); and
 - (e) 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:
- (i) full name;
 - (ii) 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);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and

- (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data 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 :
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (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:-
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the 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/F., 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.

August 2020