

工銀亞洲稅務貸款申請表格 ICBC (ASIA) TAX LOAN APPLICATION FORM

註：申請人必須為年滿18歲及月薪達HK\$5,000或以上之香港居民。請以英文正楷填寫所有欄位，並於適當空格內加上[✓]號。

Note: Applicant must be Hong Kong resident and aged 18 or above with monthly salary of HK\$5,000 or above. Please complete ALL sections in English BLOCK letters and put a "✓" in the appropriate box.

貸款資料 LOAN DETAILS	
申請貸款金額 Applied Loan Amount HK\$ _____ (最低為HK\$10,000 Min. HK\$10,000)	是否同時申請信用卡 Apply Credit Card together <input type="checkbox"/> 是# Yes <input type="checkbox"/> 否 No #請填寫信用卡申請表一併交回。 Please fill in Credit Card application form and submit together.
還款期 Tenor <input type="checkbox"/> 6個月 months <input type="checkbox"/> 12個月 months <input type="checkbox"/> 18個月 months <input type="checkbox"/> 24個月 months	
發放/還款戶口資料 LOAN DISBURSEMENT/REPAYMENT ACCOUNT DETAILS	
本人授權工銀亞洲將批核之貸款金額存入下列本人於工銀亞洲開立的銀行賬戶及從該賬戶內直接轉賬扣除稅務貸款每月應付之還款額： I hereby authorize ICBC (Asia) to credit the approved loan amount to my below ICBC (Asia) personal bank account and to direct debit the Tax Loan monthly repayments from this bank account:	
銀行名稱 Bank Name <input type="checkbox"/> 工銀亞洲 ICBC (Asia) <input type="checkbox"/> 其他銀行 Other Bank	
(如選擇其他銀行賬戶，請附上印有閣下姓名及賬戶號碼之存摺或最近之銀行月結單副本及須額外填寫自動轉賬授權書。 For using other bank account, please enclose copy of bank statement or passbook showing your name and bank account number and please fill in the Direct Debit Authorisation Form separately.)	
賬戶名稱 Account Name _____	賬戶號碼 Account No. _____ 銀行代號 Bank Code _____ 賬戶號碼 Account No. _____
不適用於聯名賬戶： Not applicable to joint-named account:	<input checked="" type="checkbox"/> S.V. 賬戶持有人簽署 Signature of Account Holder(s)

* 必填項目 Compulsory fill in item

個人資料 PERSONAL INFORMATION
稱謂 Title* <input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 女士 Ms.
英文姓名 English Name* (於香港身份證上之姓名 Name as appeared on your HKID Card)
中文姓名 Chinese Name
是否曾經改名 Any Name Changed* <input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No 改名次數 Number of Name Changes: _____ 曾用姓名 Used Name: _____ <small>(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)</small>
香港身份證號碼 HKID Card No.* (請附上香港身份證副本 Please enclose copy of HKID Card)
出生日期及地點 Date and Place of Birth* 日DD / 月MM / 年YY / 地點 Place
國籍 Nationality* 是否擁有其他國籍 Do you hold other Nationality* <input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No 其他國籍 Other Nationality: _____ (請提供相關證件 Please enclose relevant documents)
是否需向中國香港申報稅項 Any Jurisdiction of Tax Residence in China Hong Kong* <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No 是否需向其他稅務國家(非中國香港)申報稅務 Other country of tax income declaration (Exclude China Hong Kong)* <input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No 其他需申報稅務國家 Other country of tax income declaration: _____ 是否於現在拖欠任何稅務款項 Any currently delinquent of tax payment* <input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) <input type="checkbox"/> 否 No 拖欠原因 Reason of delinquent: _____ 閣下是否正在/打算參與自願繳稅遵從計劃，請註明有關國家/地區 If you currently or intend to participate in the Voluntary Tax Compliance ("VTC") Programme* <input type="checkbox"/> 是 Yes (請填寫其資料 Please advise the country/territory involved) <input type="checkbox"/> 否 No <small>註 Remark: 自願繳稅遵從計劃是促使納稅人將其未申報或錯誤申報的資金或其他資產作出合法申報。Voluntary Tax Compliance Program is designed to facilitate legalisation of the taxpayer's situation in relation to funds or other assets that were previously unreported or incorrectly reported.</small>
婚姻狀況 Marital Status (非必須填寫項目 Optional Fill in item) <input type="checkbox"/> 未婚 Single (S) <input type="checkbox"/> 已婚 Married (M) <input type="checkbox"/> 離婚 Divorced (D)
電郵地址 E-mail Address (如適用 if applicable) _____ <small>若訊息與本行紀錄不符，本行將自動為您更新 (如適用)。 If the information is different from our record, we will automatically update accordingly (if applicable).</small>
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. Overseas address and P.O. Box are not accepted)
單位 Unit / 室 Flat / 室 Room _____ 樓 Floor _____ 座 Block _____ 大廈/屋邨名稱 Name of Building / Estate _____ 街道名稱及號數 No. and Name of Street _____ 地區 District _____ <input type="checkbox"/> 香港 Hong Kong (001) <input type="checkbox"/> 九龍 Kowloon (002) <input type="checkbox"/> 新界 New Territories (003)
現址居住年數 Years of Residence _____ 住宅電話號碼 Residential Telephone No.* _____ 手提電話號碼 Mobile No.* _____ <small>若訊息與本行紀錄不符，本行將自動為您更新 (如適用)。 If the information is different from our record, we will automatically update accordingly (if applicable).</small>

如永久地址與上述住宅地址有所不同，請在下列填寫 Please state your permanent address below if it is different from the above Residential Address
住宅類別 Residential Type <input type="checkbox"/> 與家人同住 Living with Family Members (0) <input type="checkbox"/> 自置 Self-owned (1) <input type="checkbox"/> 按揭物業 Mortgaged (2) <input type="checkbox"/> 宿舍 Quarters (3) <input type="checkbox"/> 租住 Rented (4) <input type="checkbox"/> 其他 Others (5) (請註明 please specify): _____ 每月按揭供款 / 租金 Mortgage Instalment / Rent per Month HK\$ _____
學歷 Education (非必須填寫項目 Optional Fill in item) <input type="checkbox"/> 大學或以上 University or above (0) <input type="checkbox"/> 大專 Post Secondary (1) <input type="checkbox"/> 中學 Secondary (2) <input type="checkbox"/> 小學 Primary (3) <input type="checkbox"/> 其他 Others (4) (請註明 please specify): _____
就業資料 OCCUPATION INFORMATION
公司名稱 Company Name (請以英文正楷填寫 Please complete in English BLOCK letters)
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 / 室 Room _____ 樓 Floor _____ 座 Block _____ 大廈名稱 Name of Building _____ 街道名稱及號數 No. and Name of Street _____ 地區 District _____ <input type="checkbox"/> 香港 Hong Kong (001) <input type="checkbox"/> 九龍 Kowloon (002) <input type="checkbox"/> 新界 New Territories (003)
公司電話 / 內線 Office Telephone No. / Extension _____
職位 Position _____ 在職年資 Years in Service _____
是否以合約形式受僱 On Contract* <input type="checkbox"/> 是 Yes (請填寫其資料 Please state the details) (合約到期 Contract End Date 日DD / 月MM / 年YY /) <input type="checkbox"/> 否 No

業務性質 Nature of Business*		
在職年資 Years in Service		
基本月薪 Monthly Basic Salary		
HK\$	X	月 Months
是否自僱 Self-Employed <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No		

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害關係的任何商號、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 the 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 Name of Specified Entities
部門 Department	職位 Position
# 就以上有關定義的詳情請閱「補充資料文件」。 The definitions of these terms and a list of the above mentioned entities, please refer to "supplementary information document".	

補充資料文件 SUPPLEMENTARY INFORMATION DOCUMENT

《銀行業(風險承擔限度)規則》及 CR-G-9 對關連各方的風險承擔的相關術語定義
The definitions of the terms in relation to Connected Parties under Banking (Exposure Limits) Rules ("BELR") and CR-G-9 Exposures to Connected Parties

(1) 相關僱員指 Relevant Employee means the following -

- (a) 以委員會(如信貸委員會)成員或個人身份負責批核資金融通申請的工銀亞洲僱員；
An employee of ICBC (Asia) who is responsible, either individually or as a member of a committee, for approving applications for financial facility, including but not limited to an advance, loan or credit facility (including a letter of credit), a financial guarantee and a liability;
- (b) 工銀亞洲的高級管理層(包括其行政總裁)；
Senior management, including chief executive, of ICBC (Asia);
- (c) 經理指獲工銀亞洲委任、或獲為工銀亞洲或代工銀亞洲行事的人委任、或獲根據與工銀亞洲作出的安排行事的人委任，以擔任(不論是單獨或與其他人一起擔任)工銀亞洲在《銀行業條例》附表 14 指明的任何一項或多項的事務或業務的主要負責人的個人，但工銀亞洲的董事及行政總裁除外。此外，在根據《銀行業條例》第(14)(cb)條作出的公告，宣布某人或某類別人士不屬此定義所指的經理或某類別的經理的情況下，不包括該公告所宣佈的人，亦不包括屬於該公告所宣佈的類別的人。
Manager means any individual, other than a director or chief executive of ICBC (Asia), appointed by ICBC (Asia), or by a person acting for or on behalf of or by an arrangement with ICBC (Asia), to be principally responsible, either alone or with others, for the conduct of any one or more of the affairs or business of ICBC (Asia) specified in the Fourteenth Schedule of the Banking Ordinance but it does not include a person, or a person belonging to a class of persons, declared in a notice that it is not a manager, or a class of managers, as the case may be, for the purpose of the definition of manager.

(2) 親屬就某自然人而言，指其 Relative, in relation to a natural person, means the following -

- (a) 父母、祖父母或外祖父母、或曾祖父母或外曾祖父母
a parent, grandparent or great grandparent;
- (b) 繼父母或領養父母 a step-parent or adoptive parent;
- (c) 兄弟或姐妹 a brother or sister;
- (d) 配偶 the spouse;
- (e) 如該人是夫妻關係的一方 - 該關係中的另一方
if the person is party to a union of concubinage - the other party of the union;
- (f) 同居伴侶 a cohabitee;
- (g) 配偶的父母、繼父母或領養父母
a parent, step-parent or adoptive parent of a spouse;
- (h) 配偶的兄弟或姐妹； a brother or sister of a spouse;
- (i) 子、繼子、女、繼女或領養子女
a son, step-son, adopted son, daughter, step-daughter or adopted daughter; or
- (j) 孫或孫女、外孫或外孫女、曾孫或外曾孫、或曾孫女或外曾孫女
a grandson, granddaughter, great grandson or great granddaughter.

(3) 控權人就任何公司而言 - 根據《銀行業條例》第 2 條定義指就此條例所有條文而言，指該公司以下任何人是間接控權人或大股東控權人，並就第 XIII 部條文而言，包括任何屬該公司小股東控權人的人。

Controller, in relation to a company, means, in respect of all the provisions of the Banking Ordinance, any person who is an indirect controller or a majority shareholder controller as defined in section 2(1) of the Banking Ordinance, and includes, in respect of the provision of Part XIII, any person who is a minority shareholder controller of that company.

(a) 間接控權人就任何公司而言，指所發出的指示或指令獲得該公司的董事、或以該公司為附屬公司的另一間公司的董事慣常按照行事的任何人，但經理人或顧問不包括在內，又如所發出的指示或指令獲得該等董事慣常按照行事的任何人僅是因為該等董事按照該人以專業身分所提供的意見而行事者，則該人亦不包括在內。

"An indirect controller", in relation to a company, means any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act, but does not include a Manager or Advisor, or any person in accordance with whose directions or instructions those directors are accustomed to act by reason only that on advice given by him in his professional capacity.

(b) 大股東控權人就任何公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使超過 50% 表決權或有權控制超過 50% 表決權的行使的任何人。

"A majority shareholder controller", in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

(c) 小股東控權人就任何公司而言，指在該公司的任何大會上，或在以該公司為附屬公司的另一間公司的任何大會上，單獨或連同任何一名或多於一名相聯者有權行使不少於 10% 但不超過 50% 表決權或有權控制不少於 10% 但不超過 50% 表決權的行使的任何人。

"A minority shareholder controller", in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

(4) 就《銀行業(風險承擔限度)規則》第 94(2)條而言，若屬以下情況，商號、合夥或非上市公司(「受控制實體」)視作由某關連自然人控制 -

- (a) 該人擁有受控制實體超過 50% 的表決權；
- (b) 該人根據一份與其他股東(或類似的表決權持有人)的協議，控制受控制實體過半數表決權；
the person has control of a majority of the voting rights in the controlled entity under an agreement with other shareholders (or similar holders of voting rights);
- (c) 該人具有權利，可委任或罷免受控制實體的董事局(或類似的管治團體)過半數成員；
the person has the right to appoint or remove a majority of the members of the controlled entity's board of directors (or similar governing body);
- (d) 受控制實體的董事局(或類似的管治團體)過半數成員的委任，是純粹由於該人行使其表決權；或
a majority of the members of the controlled entity's board of directors (or a similar governing body) have been appointed solely as a result of the person exercising his or her voting rights; or
- (e) 該人依據合約或其他方式而具有權力，對受控制實體的管理或政策，發揮具支配性的影響力。
the person has the power, under a contract or otherwise, to exercise a controlling influence over the management or policies of the controlled entity.

(5) 如本補充資料的中、英文版本有任何差異，概以英文版本為準。
Shall there be any discrepancy between the Chinese and the English versions of the above supplementary information, the English version shall prevail.

請附上下列文件 PLEASE ENCLOSE

為儘快辦理閣下之申請，請緊記附上下列文件之副本。To speed up your application process, please remember to enclose copies of the following documents.

- 申請人之香港身份證 HKID Card of the applicant
最近薪俸稅稅單/個人入息課稅稅單/個人利得稅稅單 (自僱人士) Latest demand note for Salaries Tax/Personal Assessment/Profit Tax (self-employed)
入息證明 (如經工銀亞洲自動轉賬支薪，可獲豁免提供) Income proof (document is waived if currently using payroll service of ICBC (Asia))
最近三個月內之現居住址證明，如電費單或銀行月結單 Residential address proof within the latest 3 months, e.g. electricity bill or bank statement
(業主適用) 物業擁有權或按揭狀況證明，如最近之按揭還款單 (For property owner) Proof of property ownership or mortgage status, e.g. latest mortgage loan repayment slip
(專業人士適用) 專業資格證明 (For professionals) Proof of professional qualification
(自僱人士適用) 商業登記證及其他入息/資產證明 (For self-employed) Business Registration Certificate and other income/ asset proof

註 Note: 本銀行保留向申請人索取額外文件之權利。所有已提交之文件 (包括此申請表) 無論批核與否，恕不發還。The Bank reserves the right to request additional documents from the applicant. Documents supplied (including this application form) are not returnable no matter this application is approved or not.

選擇在直接促銷中使用個人資料 FROM 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，請在下列方格內口加上剔號 ("✓")。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
電子推廣郵件 Email
傳真 Fax
電話短訊 SMS
電話 Telephone
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.

申請人簽署 Signature of Applicant 日期 Date
(簽署必須與放款/還款戶口之簽名式樣相同。請於申請表上任何修改處加上同樣之簽署。Signature must be the same as the specimen signature of your loan disbursement repayment account. Please sign with the same signature wherever amendment is made on this application form.)

聲明及簽署 DECLARATION AND SIGNATURE*

本人確認已詳閱、明白及同意申請表所列之聲明、條款及章則，並同意受其約束。I confirm that I have read, understood and agreed to be bound by the Declaration and the relevant Terms and Conditions on this application form.

本人聲明本人現正受僱及並無拖欠任何財務機構的債務。本人聲明本人並非破產或曾經破產。本人並無意向申請破產及據本人所知現時並無任何有關本人的破產申請在進行中。I declare that I am currently employed and have not been delinquent in repaying any credit facilities with any financial institution, I am not bankrupt or discharged bankrupt, I have no intention to declare bankruptcy and I am not aware of any bankruptcy proceedings made against me.

是 Yes 否 No

本人并非透過/口透過^第三方推薦申請本貸款。I confirm this Loan application is not / is^ referred by third party.

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

第三方名稱 Name of the third party
電話號碼 Telephone number
推薦費 Referral fee

申請人簽署 Signature of Applicant 日期 Date
(簽署必須與放款/還款戶口之簽名式樣相同。請於申請表上任何修改處加上同樣之簽署。Signature must be the same as the specimen signature of your loan disbursement repayment account. Please sign with the same signature wherever amendment is made on this application form.)

銀行專用 FOR BANK USE ONLY

Table with 3 columns: Branch stamp, Date, CIF no.; Branch code, AIP replied, Int. rate; Staff Code, OIC Name; Loan Purpose, Tax Payment; Source Code.

聲明

- 本人證實於此提供的資料乃真實及完整，並授權中國工商銀行(亞洲)有限公司(「貴銀行」)就進行資料確認及信貸評估而作出任何其認為必要之查詢或使用任何途徑以確認上述資料。本人明白若在此申請表中蓄意作出虛報陳述意圖欺騙，本人可能會受到刑事檢控。
本人同意貴銀行有權隨時要求本人呈交其他資料/文件。本人明白本人可隨時與貴銀行資料保護主任聯絡，索取及要求更改就此申請而提供之資料。
本人同意貴銀行可將有關本人之一切個人資料根據貴銀行不時提供予其客戶之聲明、通函、通告或條款及細則所載有關貴銀行使用及披露個人資料政策內之用途及人士(不論在香港境內或境外)而予以使用及披露，而該等資料可就核對程序(定義見《個人資料(私隱)條例》(香港法例第486章))而予以使用。本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，當中載有本人提供、向本人收集及/或有關本人之個人資料可供貴銀行使用之用途，可向當中所載第三方披露有關個人資料之情況及本人有關該等資料之權利。本人明白本人可隨時向貴銀行額外索取該通函之副本。
在同意披露本人上述提供的資料之上，本人茲確認及同意本人應貴銀行要求所提供或在本人與貴銀行進行交易過程中所收集之任何資料可向任何其他授權機構或任何收數公司、信貸資料調查機構或類似服務提供者予以披露、或提供該等機構使用及保留，以(a)核證該等資料及(b)令該等機構向其他人士提供該等資料以進行信用及其他狀況調查及/或協助該等人士收回債項。
本人明白，貴銀行可不時被要求提供有關本人信貸可信程度之意見或資料，除非本人已給予貴銀行相反之指示，貴銀行將會遵從該等要求。
本人明白貴銀行可全權決定是否接納此項申請，以及有關此申請之一切事宜，包括將批予之貸款額及還款期，而毋須就此決定提出任何理由。
本人同意按貴銀行所訂之方式每月償還所需之款項及利息，並確認本人授權及同意貴銀行從本人上述指定之戶口扣除每月還款。本人同意遵守此申請表內所列之條款及細則並同意受其約束。
本人同意若在貸款期間時遇上還款困難，得儘早通知貴銀行。

DECLARATION

1. I confirm that all information given above is true and complete and authorize Industrial and Commercial Bank of China (Asia) Limited ("the Bank") to make any enquiries which it considers necessary or to verify the information from whatever sources it may choose for confirmation and credit assessment. I understand that if I knowingly make any false statement in my application with an intention to deceive, I may be liable for criminal prosecution.
2. I agree that the Bank has the right to request for other information/document at any time. I understand that I may always contact the Bank's Data Protection Officer to gain access to and request correction to the information provided in respect of this application.
3. I also agree that all personal data relating to me may be used and disclosed for such purposes and to such person (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 (Cap 486 Laws of Hong Kong)"). I acknowledge read and agree to the contents of the Circular of Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which sets out the purposes for which personal data supplied by, collected from and/or relating to me may be used by the Bank, the circumstances in which such data may be disclosed to the third parties stated therein and my rights in respect of such data. I understand that I can obtain extra copies of the Circular from time to time.
4. In addition to the consent for disclosure of my data given above, I hereby acknowledge and agree that any information which has been provided by me at the request of the Bank or collected in the course of dealings between me and the Bank may be disclosed to, or used and retained by, any other authorized institution or any financial institution or any debt collection agency, credit reference agencies 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.
5. I acknowledge that the Bank may from time to time be requested to give opinions or information concerning my creditworthiness. Such requests received by the Bank will be complied with unless I have instructed the Bank in advance to the contrary.
6. I understand that the Bank has the sole and absolute discretion to decide whether to accept this application and all matters relating to the application including the loan amount to be granted and the repayment period without the need to assign any reason for its decision(s).
7. I agree to repay the loan and interest thereon by way of monthly repayments in the number and amount and on the repayment dates, in each case as specified by the Bank, and confirm my authorization and agreement to the Bank, debiting my account as specified above with the monthly repayments. I further agree to comply with and be bound by the Terms and Conditions stated in this application form.
8. I agree to inform the Bank as soon as possible of any difficulty in repaying or servicing the loan over the credit period.

稅務貸款條款及章則

1. 貸款的借款人(下稱「借款人」)的信用紀錄必須符合中國工商銀行(亞洲)有限公司(下稱「銀行」)對信用的要求,方可獲得批准。銀行批核之貸款數額可少於借款人申請的貸款數額。銀行保留拒絕借款人的貸款申請而毋須給予任何理由,亦毋須承擔因此而引起的任何責任。合格的申請人將接獲通知函,確定貸款的條款。申請一經批核,銀行與借款人將因貸款而產生借貸關係。
2. 本文所述之「貸款」一詞乃指獲批核之稅務貸款或於任何有關時候尚未償還銀行借出之本金數額,該數額按每月還款而遞減,或依照本條款及章則所作之貸款而遞增。
3. 利率、實際年利率及一切其他費用可由銀行全權決定不時變動。銀行將於有關變動生效前三十日通知借款人,若有關變動並非銀行可控制,則銀行會盡量在合理時間內通知借款人。除非有關變動生效前借款人已償清貸款、已累積的利息及其他一切借款人欠銀行的金錢,否則有關變動將對借款人有約束力。即使本文另有規定,根據銀行一貫享有凌駕一切的權利,貸款、已累積的利息及一切有關貸款的其他費用均須按銀行要求隨時清還。
4. 銀行獲得不可撤銷授權,在貸款提取後於每月到期日(如償還貸款到期日為星期六或香港公眾假期,其將改為下一個結算日)從借款人在稅務貸款申請表上指定的戶口扣除每月還款項,並按銀行意願將有關還款分配為貸款本金還款、利息付款及有關開支及費用。
5. 貸款可提早償還,金額相等剩餘各期末供款項之總和減去按「78法則」計得之利息退還數,加上提早償還手續費(為尚欠貸款之1.5%)及於下月份還款期應付之利息及有關合理開支及費用。提早償還貸款之應繳金額視乎銀行如何將先前已付金額分配為本金、利息及有關開支及費用。
$$\text{以「78法則」攤分的每月利息} = \text{全期利息} \times \frac{\text{尚餘還款期數}}{\text{還款期數總和}}$$
6. 在不影響銀行其他權利及補償下,若借款人未能依期償還每月還款,借款人須於有關還款到期日後的一天,向銀行支付相等於遲交還款額的3%(按月計算)的附加費。不設最低逾期還款利息。
7. 因下列情況下,未能準時償還任何每月還款,則貸款、應付利息及其他合理費用/收費(包括但不限於為執行本條款及規章而產生的法律費用及合理開支)將要立刻清還:
 - (a) 借款人未能遵守或償還銀行的責任或債務;
 - (b) 借款人違反此條款及章則;或
 - (c) 因銀行或借款人取消或終止此賬戶;或因借款人破產或去世。借款人或借款人之遺產代理人(如適用)須負責償還所有未清還款項。不論法庭是否已作出判決,銀行有權向任何未清還款項收取由取消或終止此賬戶之日起或察覺有關債務之日起開始直至銀行收回款項所衍生之財務費用。財務費用,逐日累計,息率由銀行不時酌情指定。
8. 銀行根據此等條款及章則或任何其他有關貸款之事宜而就欠負銀行之款項發出之單據或通知書(按銀行認為適用之方式發出),如無任何明顯之錯誤,則屬最終定論,且對借款人員約束力。
9. 銀行可毋須發出通告而將任何貸款、利息或貸款手續費與借款人於銀行開設之任何戶口合併,及將借款人其他戶口(包括聯名戶口)內之任何款項用以對銷或轉賬,以履行借款人就貸款而須向銀行承擔之責任。
10. 如任何還款因存款不足而被退回,銀行將須收取手續費用。對於清還或繳付貸款或任何欠款如有任何困難,借款人必須立即通知銀行。
11. 借款人在稅務貸款申請表上填報的資料如有任何改變,借款人須立即以書面通知銀行。如在貸款日期前發生任何不利變故,或借款人在稅務貸款申請表上向銀行提供任何不正確資料,銀行保留撤銷任何已批准貸款及要求立即償還貸款之權利。
12. 銀行有絕對酌情權認為合適之任何行動來執行本條款及章則,包括但不限於僱用第三方代理人追討借款人欠銀行之任何數額,而銀行進行訴訟或以其他方式追討借款人欠銀行之款項所引致的,或因行使銀行權利合理引致的一切合理費用及開支,包括合理法律訴訟費用以及上述第三方代理人之合理收費,借款人須應銀行要求全數賠償予銀行。
13. 銀行有權在銀行認為有需要時公開任何有關借款人及貸款之資料予任何人包括上述第三方代理人,而毋須再通告或徵求借款人之同意。
14. 如銀行有代借款人持有或控制任何財產,不論該等財產是否屬託管,亦不論是否在一般業務運作下接受借款人託管,銀行對該等財產均有留置權。同時,銀行有權出售此等財產並以所得款淨額清還借款人所欠銀行的任何債務。
15. 銀行延遲行使其任何權利或銀行給予借款人任何寬限,並不表示銀行放棄其他任何權利,也不會損害銀行的任何權利。
16. 銀行有酌情權出售、分配或轉讓其與貸款有關之任何或所有權利及義務。借款人同意簽立或執行所有銀行合理要求的文件、事宜及事項,以便使此等出售或轉讓具有全面效力。
17. 銀行保留隨時補充、刪除及/或修訂本文件任何條款之權利,而銀行會將有關修改以書面通知借款人不時知會銀行之地址或以銀行認為合適之方式通知借款人。若有關之修改會影響費用及收費,以及借款人之責任或義務,則所需之通知期為三十天。
18. 任何向借款人作出通知,繳費通知或其他通訊,須發送往銀行所知悉的借款人的最後已知地址或其可能已透過書面方式知會銀行的其他地址,及如(i)親自送遞,將會在有關送遞之時視作為已送出,(ii)透過郵資信件發送,將會在寄發24小時後視作為已送出,及(iii)透過圖文傳真或電子途徑傳送,將會視作為在傳送之時送出。任何與銀行之通訊函件須以銀行確認收妥為準。
19. 若此等條款的任何條文被裁定為無效、違法或不能執行,該等條文只要在不改變或影響其餘的條文之情況下盡量與其餘的條文分割,而該等條文不會影響其餘的條文之法律力。
20. 並非本條款及章則任何一方的任何人士或實體,將不會擁有於《合約(第三者權利)條例》(香港法例第623章)下強制執行本條款及章則任何部分的權利。
21. 此等條款及章則須受香港特別行政區法律管轄。銀行就稅務貸款所發行之條款及章則及其他任何有關文件之中文譯本僅方便參考,在一切情況下均以英文版本為準。

TERMS AND CONDITIONS FOR TAX LOAN

1. Approval is contingent upon the credit record of the borrower (the "Borrower") having met the credit requirements of Industrial and Commercial Bank of China (Asia) Limited (the "Bank"). The Bank may grant a loan in a sum less than the amount the Borrower applies for and the approval of the loan is subject to the Bank's final decision. The Bank reserves the absolute right in its discretion without any liabilities to or recourse by the Borrower to decline the loan application without disclosing any reason. Successful applicants will be notified by an approval advice confirming the terms of the loan. Such approval will give rise to a creditor-debtor relationship between the Bank and the Borrower under the loan.
2. The expression "the Loan" when used herein means the principal amount advanced by the Bank or outstanding at any relevant time under the approved Tax Loan, as the same is reduced from time to time by the monthly repayments or increased by any advance made in accordance with these Terms and Conditions.
3. The interest rate, annualized percentage rate and all other fees and charges shall be subject to variation from time to time at the Bank's absolute discretion. The Bank will give the Borrower 30 days' notice before effecting any variation unless such variation is beyond the Bank's control in which case the Bank will give the Borrower such period of notice as is reasonable in the circumstances. Any such variation will be binding on the Borrower unless the Loan, interest accrued thereon and all other money due and owing by the Borrower to the Bank are fully repaid before the effective date of variation. Notwithstanding any other provisions herein to the contrary, the Loan, interest accrued thereon, and all other charges with respect to the Loan shall be subject to the Bank's overriding right of repayment on demand at any time.
4. The Bank is irrevocably authorized to debit the account of the Borrower specified in the Tax Loan Application Form with the amount of each monthly repayment on the due date (if the due date of Loan repayment falling on Saturday or Hong Kong general holiday, it will be changed to the following clearing day) after the Loan has been drawn down and to apportion the monthly repayments between principal, interest and any other fees and expenses as the Bank shall at its absolute discretion determine.
5. Early repayment of the Loan is permissible subject to repayment of an amount equal to the sum of the outstanding monthly repayment less the interest refund calculated according to the "Rule of 78" plus early repayment charges calculated at 1.5% of the outstanding principal balance of the Loan, the interest thereon and any other reasonable fees and expenses accrued up to and including the date of the next monthly repayment. The amount paid upon early repayment will also be subject to the Bank's determination of the allocation of prior payments between principal, interest and any other fees and expenses.

Based on the "Rule of 78", the amount of interest paid each month

$$= \text{Interest for the full term} \times \frac{\text{Remaining number of monthly payments}}{\text{Sum of the number of monthly instalments in the loan}}$$
6. Without prejudice to the other rights and remedies of the Bank, when the Borrower is in default of making any monthly repayment or any part thereof when due, the Borrower shall, on the day after respective monthly repayment due date, pay to the Bank a surcharge equal to 3% per month of the overdue repayment amount from the due date of such instalment until the date of full repayment. No minimum amount of default interest will be applied.
7. The Loan together with the accrued interest and other reasonable charges/fees (including, without limitation, legal costs and reasonable expenses in enforcing these Terms and Conditions), shall become immediately due and payable without notice or demand by the Bank under the following circumstances:
 - (a) the Borrower failing to observe or settle any obligations and liabilities owed to the Bank;
 - (b) the breach of any of these Terms and Conditions by the Borrower; or
 - (c) upon cancellation or termination of the account by the Borrower or by the Bank or on the Borrower's bankruptcy or death

The Borrower or (if applicable) the Borrower's estate shall be liable for settling such outstanding balances. The Bank shall be entitled to charge finance charges at the rate(s) as the Bank's at its discretion specify on any unpaid sum on a daily basis from the date of cancellation or termination of the account or from the date of incurrance or discovery of the relevant indebtedness until the Bank shall have actually received payment (whether before or after judgment).
8. A statement or demand (in whatever form as the Bank deems fit) issued by the Bank as to the amount due and owing to the Bank under these Terms and Conditions or any other matter relating to the Loan is, in the absence of manifest error, conclusive and binding on the Borrower.
9. The Bank may, without notice, combine or consolidate the Loan, interest accrued thereon or handling fee with any other accounts which the Borrower maintains with the Bank and set-off or transfer any money standing to the credit of the Borrower's other accounts, whether held singly or jointly with others, in or towards satisfaction of the Borrower's liability to the Bank in respect of the Loan.
10. A handling fee(s) will be levied for each repayment returned for insufficient funds. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Bank as soon as possible.
11. Any change to the information given in the Borrower's Tax Loan Application Form must be immediately notified to the Bank in writing. The Bank reserves the right to rescind any approval of the Loan and demand immediate repayment if any adverse change occurs prior or subsequent to the Loan draw down date or if any information provided to the Bank in the Borrower's Tax Loan Application Form is proved to be inaccurate.
12. The Bank may take such action as it thinks fit to enforce these Terms and Conditions including without limitation employing third party agencies to collect any sums owing to the Bank and the Borrower shall be liable to reimburse on demand and indemnify the Bank in full against all reasonable costs and expenses reasonably incurred by the Bank in suing for or otherwise recovering any sum due to the Bank or otherwise in connection with any such enforcement action, including all reasonable legal charges and expenses and the reasonable charges of any third party agent employed as aforesaid.
13. The Bank shall be entitled to disclose any information in respect of the Borrower and the Loan to any other parties including any third party agent employed as aforesaid as the Bank may deem necessary without further reference to or consent from the Borrower.
14. The Bank is entitled to exercise a lien over all property of the Borrower which is in the possession or control of the Bank, for custody or any other reasons and whether or not in the ordinary course of business, with power of the Bank to sell such property and apply the net proceeds thereof to satisfy such indebtedness owed by the Borrower to the Bank.
15. No delay by the Bank to exercise any of its rights or indulgence granted by the Bank to the Borrower shall operate as a waiver or in any way prejudice any of its rights.
16. The Bank shall be entitled at its discretion to assign, sub-participate or transfer any or all of its rights and obligations in relation to the Loan and the Borrower agrees to execute such documents and do such acts and things as the Bank may reasonably require to give full effect to such assignment or transfer.
17. The Bank reserves the right to supplement, delete and/or to amend any of these Terms and Conditions from time to time and the Bank will notify the Borrower of any such alteration by means of written notice thereof sent to the Borrower's last address notified to the Bank from time to time, or in such manner as the Bank thinks fit. In case of any such alteration which affects fees and charges and liabilities or obligations of the Borrower, the notice period will be 30 days.
18. Any notice, demand or other communication to the Borrower shall be sent to the Borrower's last known address or such other address as may have been notified in writing by the Borrower to the Bank and, if (i) delivered personally, shall be deemed to have been given at the time of such delivery, (ii) dispatched by letter postage, shall be deemed to have been given twenty-four hours after posting, and (iii) transmitted by facsimile or other electronic means, shall be deemed to have been given at the time of dispatch. Any notice or communication to the Bank shall not be effective until actually received by the Bank.
19. If any provision of these Terms and Conditions is ruled invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall continue in effect as if the invalid portion had been omitted from these Terms and Conditions.
20. Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 Laws of Hong Kong) to enforce any part of these Terms and Conditions.
21. These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region. The Chinese translation of these Terms and Conditions and any other document issued by the Bank in connection with the Tax Loan is provided for convenience only and the English version shall prevail for all purposes.

分期貸款產品資料概要
中國工商銀行（亞洲）有限公司
個人稅務貸款
2023年10月

此乃分期貸款產品。
 本概要所提供的利息、費用及收費等資料僅供參考，分期貸款的最終條款以貸款確認書為準。

利率及利息支出
實際年利率

貸款金額：HK\$100,000

貸款期	6個月	12個月	24個月
實際年利率範圍	3.55%-4.29%	3.81%-4.60%	3.94%-4.75%

**逾期還款年化利率/
就違約貸款收取的年化利率**

36%
 當客戶未能於還款日清還已到期的還款額時，將收取逾期利息。該逾期利息以單利率計算：每期遲交款項之3%。不設最低逾期還款利息。

費用及收費
手續費

豁免

**逾期還款費用
及收費**

不適用

**提前還款/提前清償/
贖回的收費**

當客戶於貸款期內提前償還全數貸款時，將收取金額相等剩餘各期未供款項之總和減去按「78法則」計得之利息退還數，提早償還手續費（為尚欠貸款之1.5%）及於下月份還款期應付之利息及有關合理開支及費用。本行不接受任何部份提前償還貸款之要求。

注意事項：

客戶於申請提前償還全數貸款時，需考慮涉及的提早償還費用。假如客戶已按期償還了一段時間，餘下未償還的利息金額可能已經很小。雖然提前償還全數申請可節省未償還的利息，但未必足以彌補提早償還費用，甚至會造成得不償失的情況。有關詳情可參閱工銀亞洲網頁 - 個人金融：個人稅務貸款。

**退票/退回自動轉
賬授權指示的收費**

每項HK\$150

其他資料

- 應付的所有利息均以每月總計，並以每年365日為計算基礎。
- 實際年利率是一個參考利率，乃根據銀行營運守則所設定之方法計算，以年化利率展示出包括銀行產品的基本利率及其他費用與收費。
- 最終獲批核之實際年利率將視乎貸款額及信貸審批結果而有所調整。以上實際年利率只適用於成功申請及提取個人稅務貸款的中國工商銀行（亞洲）有限公司之客戶，而獲批核的貸款額達HK\$100,000、以個別每月平息及還款期計算。
- 以上例子只供參考，詳情請參閱有關宣傳單張。
- 貸款每月利息根據「78法則」計算。有關詳情可參閱工銀亞洲網頁 - 個人金融：個人稅務貸款。

Key Facts Statement (KFS) for Instalment Loan Industrial and Commercial Bank of China (Asia) Limited

Personal Tax Loan
October 2023

<p>This product is an instalment loan. This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your instalment loan.</p>									
Interest Rates and Interest Charges									
Annualised Percentage Rate (APR)	<p>For a loan amount of HK\$100,000:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Loan Tenor</th> <th style="text-align: center;">6-month</th> <th style="text-align: center;">12-month</th> <th style="text-align: center;">24-month</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Range of APR</td> <td style="text-align: center;">3.55%-4.29%</td> <td style="text-align: center;">3.81%-4.60%</td> <td style="text-align: center;">3.94%-4.75%</td> </tr> </tbody> </table>	Loan Tenor	6-month	12-month	24-month	Range of APR	3.55%-4.29%	3.81%-4.60%	3.94%-4.75%
Loan Tenor	6-month	12-month	24-month						
Range of APR	3.55%-4.29%	3.81%-4.60%	3.94%-4.75%						
Annualised Overdue / Default Interest Rate	<p>36%</p> <p>If customer fails to settle the instalment amount on due date, default interest will be charged. A formula of simple default interest rate: 3% flat on past due instalment amount monthly. No minimum amount of default interest will be applied.</p>								
Fees and Charges									
Handling Fee	Waive								
Late Payment Fee and Charge	Not Applicable								
Prepayment / Early Settlement / Redemption Fee	<p>The sum of the outstanding monthly repayment less the interest refund calculated according to the "Rule of 78" plus early repayment charges (calculated at 1.5% of the outstanding principal balance of the Loan), the interest thereon and any other reasonable fees and expenses accrued up to and including the date of the next monthly repayment will be charged if you fully repay the loan during the loan period. Partial repayment is not allowed.</p> <p><u>Important Notes:</u> Customer should consider the early repayment fee involved before apply fully settlement. Where customer has been making repayments as scheduled for some time, the amount of unpaid interest is likely to be small. Although the amount of unpaid interest saved, it may not enough to cover the early repayment fee that involved, the loss may outweigh the gain. Please refer to ICBC (Asia) website – Personal: Personal Tax Loan for details.</p>								
Returned Cheque / Rejected Autopay Charge	HK\$150 per transaction								
Additional Information									
<ul style="list-style-type: none"> All interest payable hereunder shall be calculated monthly and on a 365-day year basis. Annualised Percentage Rate (APR) is calculated according to the method set out in the relevant guidelines referred to in the Code of Banking Practice. A reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. The final approved APR is subject to the loan amount and credit assessment result. The above APRs are only applicable to the customers of Industrial and Commercial Bank of China (Asia) Limited who successfully apply for and drawdown the Personal Tax Loan. The approved Loan amount of HK\$100,000, monthly flat rate and repayment tenor are applicable on a case-by-case basis. The above example is for reference only, please refer to the relevant promotion materials for details. The interest is calculated in accordance with the "Rule of 78". Please refer to ICBC (Asia) website – Personal: Personal Tax Loan for details. 									

中國工商銀行(亞洲)有限公司(“銀行”)
關於個人資料(私隱)條例(“條例”)的客戶及
其他個別人士通知

- (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(包括從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- (4) 資料當事人的資料將可能用於下列用途:
 - (i) 考慮及評估資料當事人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」)進行信用檢查及追討欠債;
 - (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);及
 - (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,但若《中華人民共和國個人信息保護法》(「個人信息保護法」)適用於銀行處理和/或使用資料當事人資料,僅在獲得資料當事人的單獨同意的情况下,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) 向資料當事人的戶口作出任何存款的人士(該存款確認書影本可能載有關於資料當事人的姓名);
 - (vi) 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),以及有資料當事人欠賬時,則可將該等資料提供給收數公司;
 - (vii) 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;
 - (viii) 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;
 - (ix) 承諾將有關資料保密的商戶或聯營實體;及
 - (x)
 - (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(x)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。若個人信息保護法適用於銀行處理和/或使用資料當事人資料,銀行將徵求資料當事人針對該等跨境傳輸活動的單獨同意。銀行所收集的個人圖像、身份識別信息不得用於維護公共安全以外的其他目的,除非已取得當事人的單獨同意。
- (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。如資料當事人不希望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拒絕促銷。
- (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) 就每宗按揭的按揭賬戶狀況(如有效、已結束、已撤帳(因破產令導致除外)、因破產令導致已撤帳)；及
- (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) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，銀行將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供資料當事人個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或(若個人信息保護法適用於銀行處理和/或使用資料當事人資料)按照個人信息保護法的要求。
- (9) 銀行收集的部分資料可能構成個人信息保護法下的「敏感個人信息」，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，銀行才會處理敏感個人信息。若個人信息保護法適用於銀行處理和/或使用資料當事人資料，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。
- (10) 使用應用程式介面(「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不時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。
- (11) 根據條例及(若個人信息保護法適用於銀行處理和/或使用客戶資料)個人信息保護法的條款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) 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信貸資料服務機構或收數公司(在拖欠債務情況下)例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務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))。
- (vi) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，要求本行刪除資料當事人的個人資料；
- (vii) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，反對以某種特定方式使用資料當事人個人資料；
- (viii) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，要求對處理資料當事人個人資料的規則進行解釋說明；
- (ix) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，且滿足個人信息保護法的要求的情況下，要求本行將您向本行提供的個人資料轉移給您選擇的第三方；
- (x) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，撤回對收集、處理或轉移資料當事人個人資料的同意(資料當事人應注意，資料當事人撤回他的同意可能導致本行無法開設或繼續開戶或建立或繼續銀行的設施或提供的銀行服務)；和
- (xi) 若個人信息保護法適用於銀行處理和/或使用資料當事人資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。
- (12) 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(11)(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。
- (13) 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(11)(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)。
- (14) 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。
- (15) 根據條例各條款及(若個人信息保護法適用於銀行處理和/或使用資料當事人資料)個人信息保護法，銀行有權就處理任何查閱資料的要求收取合理費用。
- (16) 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：2805 1166

- (17) 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。
- (18) 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。
- (19) 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。

二零二三年九月

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 (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")).
 - (4) The purpose for which data relating to a data subject may be used are as follows:
 - (i) considering and assessing the data subjects' 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 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;
 - (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); and
 - (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;
 - (xiv) 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;
 - (xv) 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");
 - (xvi) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions;
 - (xvii) for purposes of risk management of the group of the Bank;
 - (xviii) 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
 - (xix) purposes relating thereto.
- (5) Data held by the Bank relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of the data of data subject) 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 (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (vii) any person to whom the Bank or 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. Insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, we will obtain the data subject's separate consent in relation to such international transfers. Personal images and identification information collected by the bank shall not be used for purposes other than maintaining public security, unless relevant separate consent has been obtained.

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

- (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 agencies:

- (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.

Credit reference agencies 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, 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 the 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).

- (8) To the extent required under the PIPL, the Bank will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, in accordance with the PIPL.
- (9) Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, such sensitive personal data will be processed with the data subject's separate consent.
- (10) Transfer Of Personal Data To Data Subject's Third Party Service Providers Using Application Programming Interfaces of the Bank ("API")

The Bank may, from time to time, 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.
- (11) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject) the PIPL, 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 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)).
- (vi) insofar as the PIPL is applicable to the Bank's process and/or use of the data of data subject, to request the Bank to delete the personal data of the data subject;

- (vii) insofar as the PIPL is applicable to the Bank’s process and/or use of the data of data subject, to object to certain uses of the personal data of the data subject;
 - (viii) insofar as the PIPL is applicable to the Bank’s process and/or use of the data of data subject, request an explanation of the rules governing the processing of the personal data of the data subject;
 - (ix) insofar as the PIPL is applicable to the Bank’s process and/or use of the data of data subject, to ask that the Bank transfer personal data that the data subject have provided to the Bank to a third party of data subject’s choice under circumstances as provided under the PIPL;
 - (x) insofar as the PIPL is applicable to the Bank’s process and/or use of the data of data subject, to withdraw any consent for the collection, processing or transfer of the personal data of the data subject (the data subject should note that withdrawal of his consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
 - (xi) insofar as the PIPL is applicable to the Bank’s process and/or use of the data of data subject, to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.
- (12) 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 (11)(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.
- (13) 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 (11)(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.
- (14) 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(s) obtained by the Bank from the credit reference agency(ies), the Bank will advise the contact details of the relevant credit reference agency(ies).

- (15) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank’s process and/or use of the data of data subject), the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (16) 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

- (17) Nothing in this Circular shall limit the rights of data subjects under the Ordinance.
- (18) 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.
- (19) 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;