

## Personal Information Collection Statement

### **Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “PDPO”) and the Code of Practice on Consumer Credit Data**

#### **Collection of personal data**

1. From time to time, it is necessary for data subjects to supply PAO Bank Limited (the “Bank”) with data in connection with, or for the purpose of, the provision, maintenance and administration of accounts, banking, investment or other financial services by the Bank or compliance with any laws, guidelines or request given or issued by regulatory or other authorities. Failure to supply such data promptly may result in the Bank being unable to provide or continue to provide such accounts or other banking, investment or financial services.
2. The Bank may also collect and compile further personal data from data subjects during the continuation of the banking relationship or during the Bank's provision of investments services or other financial services, for example, when data subjects deposit money or otherwise carry out transactions as part of the Bank's services. The Bank will also collect data relating to a data subject from third parties, including third-party service providers with whom the data subject interacts in connection with the marketing of the Bank's products and services and in connection with the data subject'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 (the “Credit Reference Agencies” and each a “Credit Reference Agency”).

#### **Types of personal data**

3. The personal data collected and compiled by the Bank usually includes the full name, identity card number, date of birth, biometric data, address, contact details, geographic data and location data collected from a data subject's electronic device or otherwise and other information relating to the relevant accounts and transactions.

#### **Use of personal data**

4. The Bank may use the personal data relating to a data subject for one or more of the following purposes from time to time:
  - (a) considering, assessing and processing the data subject's applications or requests for accounts, services, products or activities;
  - (b) providing, maintaining and managing the accounts, services, products and activities provided by the Bank, and enabling the data subject to use and operate them;
  - (c) establishing and verifying identity as required or appropriate from time to time;
  - (d) conducting ongoing assessments on whether it is appropriate for the Bank to provide or continue to provide accounts, services, products and activities to the data subject;
  - (e) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally takes place one or more times each year;
  - (f) creating and maintaining the Bank's credit scoring and risk management models;
  - (g) creating and maintaining credit history and records about the data subject;
  - (h) assisting other credit providers approved for participation in the Multiple Credit Reference Agencies Model to conduct credit checks and collect debts;
  - (i) assessing and ensuring the data subject's ongoing credit worthiness;
  - (j) designing financial services or related products for the data subject or for the Bank's customers generally;

- (k) marketing services, products and other subjects (please see further details in paragraph 5(f)(7) below);
- (l) determining amounts owed to or by the data subject, and enforcing the Bank's rights and powers in connection with the accounts, services, products or activities provided by the Bank to the data subject, including recovering any amount payable to the Bank;
- (m) collection of amounts outstanding from the data subject and those providing security for the data subject's obligations;
- (n) complying with the obligations, requirements or arrangements for disclosing and using personal data that apply to the Bank or that the Bank is expected to comply according to:
  - (1) any law in or outside Hong Kong, whether existing currently or in the future, including but not limited to the laws relating to the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions or other unlawful activities, and/or acts or attempts to circumvent or violate these laws (collectively, the "Crime-countering Matters") (e.g. the Hong Kong Inland Revenue Ordinance requiring automatic exchange of financial account information amongst tax authorities in Hong Kong and overseas);
  - (2) any guideline, direction, demand or request given or issued by any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies of financial institutions, or stock exchanges (collectively, the "Authorities and Organisations"), whether existing currently or in the future, including those relating to any law or the Crime-countering Matters (e.g. guideline issued by the Hong Kong Inland Revenue Department on automatic exchange of financial account information);
  - (3) any present or future contractual or other commitment with any of the Authorities and Organisations that is assumed by or imposed on the Bank by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant Authority or Organisation;
- (o) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing personal data and information within the group of the Bank and/or any other use of personal data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (p) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (q) comparing or matching personal data in which:
  - (1) comparing personal data for credit checking, data verification or otherwise producing or verifying data; or
  - (2) matching personal data (as defined in the PDPO), but broadly includes comparison of two or more sets of the data subject's data

for purposes of taking adverse action against the data subject such as declining an application or purposes specifically provided for in any particular service or facility offered by the Bank; and
- (r) In relation to Investor Identification Regime, Over-the-counter Securities Transactions Reporting Regime and Fast Interface for New Issuance:
  - (1) disclosure and transfer of the data subject's personal data (including CID and BCANs) by the Bank to the Stock Exchange of Hong Kong (the "SEHK") and/ or the Securities and Futures Commission (the "SFC") in accordance with the rules and requirements of SEHK and SFC in effect from time to time;
  - (2) allowing SEHK to: (i) collect, store, process and use the data subject's personal data (including CID and BCANs) for market surveillance and monitoring purposes and

enforcement of the Rules of the Exchange of SEHK; (ii) disclose and transfer such information to the relevant regulators and law enforcement agencies in Hong Kong (including, but not limited to, the SFC) so as to facilitate the performance of their statutory functions with respect to the Hong Kong financial markets; and (iii) use such information for conducting analysis for the purposes of market oversight;

- (3) allowing the SFC to: (i) collect, store, process and use data subject's personal data (including CID and BCANs) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the Hong Kong financial markets; and (ii) disclose and transfer such information to relevant regulators and law enforcement agencies in Hong Kong in accordance with applicable laws or regulatory requirements; and
- (4) providing the data subject's CID and/or BCAN(s) to Hong Kong Securities Clearing Company Limited ("HKSCC") allowing HKSCC to: (i) retrieve from SEHK (which is allowed to disclose and transfer to HKSCC), process and store data subject's CID and/or BCAN(s) and transfer data subject's CID and/or BCAN(s) to the issuer's share registrar to enable HKSCC and/ or the issuer's share registrar to verify that the data subject have not made any duplicate applications for the relevant share subscription and to facilitate initial public offering ("IPO") balloting and IPO settlement; and (ii) process and store data subject's CID and/or BCAN(s) and transfer data subject's CID and/or BCAN(s) to the issuer, the issuer's share registrar, the SFC, SEHK and any other party involved in the IPO for the purposes of processing data subject's application for the relevant share subscription or any other purpose set out in the IPO issuer's prospectus.

*(Note: The terms "BCAN" and "CID" used in this clause shall bear the meanings as defined in paragraph 5.6 of the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission".*

*Data subject also agree that despite any subsequent purported withdrawal of consent by the data subject, the data subject's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.*

*Failure to provide the Bank with the data subject's personal data or consent as described above may mean that the Bank will not, or will no longer be able to, as the case may be, carry out data subject's trading instructions or provide data subject's with certain securities related services (other than to sell, transfer out or withdraw data subject's existing holdings of securities, if any);*

and

- (s) purposes relating thereto.

## Disclosure of personal data

5. Personal data relating to a data subject held by the Bank will be kept confidential but the Bank may provide the personal data to the following persons from time to time for the purposes set out in paragraph 4 above:
  - (a) any agent, contractor or third party service provider who provides services or technology to the Bank in connection with the Bank's business and operation, including administrative, telecommunications, data processing, information technology security, computer, electronic, digital or mobile services or technology, payment services or technology, handling and processing disputes and investigation relating to transactions or card schemes, telemarketing or direct sales, customer service centre, or other services or technology to the Bank in connection with the operation of its business;
  - (b) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep the personal data confidential;

- (c) securities brokerage firms, fund houses and their service providers, any other financial institution or any other person who needs to be provided with the personal data in order for the Bank to provide or for the data subject to use the accounts, services, products and activities;
  - (d) the Credit Reference Agencies (including the operator of any centralised database used by the Credit Reference Agencies), and in the event of default, to debt collection agencies;
  - (e) any person to whom the Bank is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any Authorities and Organisations with which the Bank are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank with any Authorities and Organisations, all of which may be within or outside Hong Kong and may be existing currently and in the future;
  - (f) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject; and
    - (1) the Bank's group companies;
    - (2) third party financial institutions, insurers, credit card companies, securities, funds and investment services providers and providers or operators of card schemes, payment systems or payment network;
    - (3) third party reward, loyalty, co-branding and privileges programme providers;
    - (4) third party service providers with whom the data subject has chosen to interact with in connection with the data subject's application for the Bank's products and services or such providers' products and services;
    - (5) co-branding partners of the Bank and the 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);
    - (6) charitable or non-profit making organisations; and
    - (7) 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)(k) above.
6. Personal data relating to a data subject may be transferred to a place outside Hong Kong, including without limitation the People's Republic of China (the "PRC", which for the purpose of this Personal Information Collection Statement, excludes Hong Kong, Macao and Taiwan):
- (a) A PRC data subject (as defined in Schedule 1 hereto) will be additionally subject to Schedule 1 (People's Republic of China Addendum) hereto. In the event of any inconsistency between this Personal Information Collection Statement (excluding Schedule 1) and Schedule 1 hereto in respect of the personal data of a PRC data subject, Schedule 1 shall prevail.
  - (b) If any personal data is transferred by us from Hong Kong to any jurisdiction other than the PRC, it may be subject to the laws governing personal data protection in such jurisdiction.

### Use of personal data in direct marketing

7. The Bank intends to use a data subject's personal data in direct marketing and the Bank requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, geographic data and location data collected from a data subject's electronic device or otherwise, 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;

- (b) the following classes of services, products and subjects may be marketed:
  - (1) financial, insurance, cards (including credit card, debit card, payment card and stored value card), securities, investments, banking and related services and products;
  - (2) reward, loyalty or privileges programmes and related services and products;
  - (3) 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
  - (4) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (1) the Bank's group companies;
  - (2) third party financial institutions, insurers, card companies, securities, funds and investment services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the Bank and the 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
  - (5) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the personal data described in paragraph 7(a) above to all or any of the persons described in paragraph 7(c) above for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent for that purpose; and
- (e) the Bank may receive money or other property in return for providing the personal data to the other persons in paragraph 7(d) above and, when requesting the data subject's consent as described in paragraph 7(d) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the personal data to the other persons.

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

#### **Use of algorithmic assessments, big data analytics and artificial intelligence ("BDAI")**

8. The Bank may use certain algorithms and BDAI for (a) considering and processing the data subject's application(s) for the Bank's products and services; (b) providing the Bank's products and services to the data subject and/or (c) one or more of the purposes set out in paragraph 4 above. The algorithm and BDAI may also provide the Bank with automated assessments and decisions based on the personal data and non-personal data collected. Please read the Bank's Privacy Policy for more information on how the Bank protect personal data privacy in respect of the use of algorithmic assessments and BDAI.

#### **Code of Practice on Consumer Credit Data**

9. Transfer of personal data to third-party service providers using bank application programming interfaces ("API")

The Bank may, in accordance with the data subject's instructions to the Bank or third-party service providers engaged by the data subject, transfer the data subject's data to third-party service providers using the Bank's API for the purposes as 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 PDPO.



10. Under and in accordance with the terms of the PDPO and the Code of Practice on Consumer Credit Data, a data subject has the right:
  - (a) to be informed on request which items of data are routinely disclosed to the Credit Reference Agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction requests to the relevant Credit Reference Agency(ies) or debt collection agency(ies); and
  - (b) 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" includes the 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)).
11. 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 10(b) above) may be retained by the Credit Reference Agencies until the expiry of five years from the date of final settlement of the amount in default.
12. 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 10(b) above) may be retained by the Credit Reference Agency(ies), 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.
13. The Bank may make certain inquiries into a data subject's credit history and repayment habits by accessing the data subject's credit report(s) held by one or more Credit Reference Agencies in Hong Kong (as the case may be) for the Bank to determine the data subject's financial creditworthiness. Please note that the data subject is entitled to request for his/her respective credit report from the Credit Reference Agencies or similar service provider(s) without charge in any 12-month period. Please refer to the details of the Credit Reference Agencies currently engaged by the Bank below:

TransUnion

Address: Suite 811, 8th Floor, Tower 5, The Gateway, 15 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong  
 Telephone No.: +852 2577 1816 Email: contact@transunion.hk

Ping An OneConnect Credit Reference Services Agency (Hong Kong) Limited

Address: Room 2701, 27th Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong Telephone No.: +852 2271 6268  
 Email: cra\_contact@paoc.com.hk

### Right of access and correction of personal data

14. A data subject has the right:
  - (a) to check whether the Bank holds the data subject's personal data and to access the data subject's personal data held by the Bank;
  - (b) to require the Bank to correct any of the data subject's personal data which is inaccurate; and

- (c) to ascertain the Bank's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Bank.
15. In order to enable the Bank to process any data access or data correction request, the person making such request will have to provide information to verify his/her identity and his/her right to access or correct the personal data. The Bank may charge a fee for processing a data access or data correction request which must not be excessive.
16. Requests for access to or correction of personal data or enquiries about the Bank's personal data policies and practices should be addressed to:

The Data Protection Officer  
 PAO Bank Limited  
 Room 1903-1904, NEO  
 123 Hoi Bun Road  
 Kwun Tong, Kowloon  
 Hong Kong

### **The Bank's privacy policy**

17. The Bank's privacy policy sets out its security policy and practices in handling personal data, including the Bank's policy in using "cookies". Data subjects may read the privacy policy.
18. Nothing in this Statement shall limit a data subject's rights under the PDPO.

In this Statement, unless inconsistent with the context or otherwise specified, "data subject(s)" has the meaning given to it in the PDPO and includes applicants or accountholders for the Bank's products and services, customers, security providers, guarantors, referees, corporate officers and managers, (e.g. authorised signatories, contact persons, company secretary, directors, shareholders, beneficial owners of a corporate), trustees, settlors, protectors, beneficiaries, suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through the Bank.

Please circulate this Statement to any and all data subject(s) relating to data subject's account(s) at the Bank. If there is any inconsistency between the English and Chinese versions of this Statement, the English version shall prevail.

## Schedule 1 People's Republic of China Addendum

### Introduction

1. This People's Republic of China Addendum ("PRC Addendum") supplements the Personal Information Collection Statement of the Bank (the "PICS") and applies to the personal data of data subjects who are residents of the PRC (each a "PRC data subject") that are subject to the Personal Information Protection Law of the People's Republic of China and its subordinate laws and regulations (the "PIPL"). This PRC Addendum forms a part of the PICS and the Privacy Policy of the Bank (the "Privacy Policy"), and in the case of any inconsistencies between this PRC Addendum and the rest of the PICS and the Privacy Policy, this PRC Addendum prevails insofar as the personal data of a PRC data subject is concerned. Unless context requires otherwise, capitalised terms used herein shall have the same meanings as those defined in the PICS and the Privacy Policy.
2. Unless the Bank is specifically required by the PIPL to obtain any additional consent, by providing any data to the Bank, a PRC data subject is deemed as having provided explicit consent to the Bank to process, use and/or handle his/her personal data in accordance with the PICS, the Privacy Policy and this PRC Addendum. If any PRC data subject refuses to give or wishes to revoke any such explicit consent (whether by way of exercising his/her rights under paragraph 6 below), the Bank's services to the PRC data subject may be affected.

### Legal basis for data processing

3. In addition to the purposes set out in the PICS, the Bank may also use, process and/or handle the personal data of a PRC data subject for the following purposes from time to time:
  - (a) to respond to sudden public health incidents or to protect individual's lives, health or properties under emergency conditions; or
  - (b) to implement news reporting, public opinion supervision and other such activities for the public interest, provided that such processing is carried out within a reasonable scope and to the extent permitted by the PDPO and the PIPL.
4. To the extent permitted by law, in respect of any personal data of a PRC data subject, the Bank may also:
  - (a) publicly disclose such personal data;
  - (b) collect such personal data from public places and use the same for any purpose;
  - (c) export such personal data from the PRC to any data processor outside of the PRC; or
  - (d) use, process and/or handle such personal data through any computer and/or technological systems.

### Sensitive personal data

5. **Some personal data that the Bank collects from a PRC data subject may constitute "sensitive personal data" as defined in the PIPL.** This refers to personal data that is likely to result in damage to the personal dignity of any natural person or damage to the data subject's personal or property safety once disclosed or illegally used, including information such as biometric identification, religious belief, specific identity, medical health, financial account and whereabouts and tracks, as well as the personal data of minors under the age of 14. The Bank will process such sensitive personal data and implement necessary security measures, policies and procedures in line with applicable laws and regulations.



**Rights under the PIPL**

6. In addition to the relevant rights stated in the main body of the PICS, a PRC data subject would also have the rights:
- (a) to restrict or object to the Bank's processing of his/her personal data;
  - (b) to request the Bank to provide the portal for transferring his/her personal data to other controllers, but the Bank may grant such request only if the conditions set by the PRC data protection regulator, Cyberspace Administration of China (CAC), have been met;
  - (c) to withdraw consent to use his/her personal data; and
  - (d) to request the Bank to delete his/her personal data held by the Bank, but only if:
    - (1) the Bank has violated any applicable laws and regulations or breached any contracts with him/her when collecting or using his/her personal data;
    - (2) the Bank has no lawful basis to collect his/her personal data;
    - (3) he/she has withdrawn his/her consent; or
    - (4) the Bank no longer provides any services to him/her.

Notwithstanding any rights that a PRC data subject may exercise, the validity of any processing of his/her personal data which the Bank has already carried out prior to his/her withdrawal of consent shall not be affected.

**Miscellaneous**

7. If there is any inconsistency between the English and Chinese versions of this PRC Addendum, the English version shall prevail.