

Site Terms and Conditions and Privacy Statement

This document sets out the terms and conditions and privacy statement (the 'Site Terms') of use of HSBC Document Box (the 'Site'). Use of the Site includes accessing, browsing or logging in to use the Site. This Site is operated by The Hongkong and Shanghai Banking Corporation Limited. By accessing this Site, you agree to be bound by the Site Terms. If you do not agree to be bound by the Site Terms, you must not use the Site. Before using this Site, you should read the Site Terms carefully.

In these terms:

'applicant(s)' means any potential or actual applicant applying for a product, account or other service offered by us through the Site

'content' means all pages, screens, information and materials included in or accessible through this Site (including any content available on any email or SMS services)

'HSBC Group' means HSBC Holdings plc, its subsidiaries and associated companies from time to time

'we', 'us' and 'our' means The Hongkong and Shanghai Banking Corporation Limited

'you', 'your' and 'yours' means you, the person(s) accessing this Site

1. Site Terms

- 1.1 The Site Terms cover your use of this Site. All accounts, products and services provided by members of the HSBC Group have their own terms and conditions (the 'Product Terms'). If you agree to Product Terms, including as an agent for an applicant, in event of any conflict between the Site Terms and the Product Terms then the Product Terms will take priority.
- 1.2 We may amend the Site Terms at any time without notice. Your use of the Site after such amendment will be subject to the Site Terms as amended. We therefore recommend that you check the Site Terms each time you access the Site to take notice of such changes, as any changes to the Site Terms will be binding immediately once made.
- 1.3 The products, accounts and services advertised on this Site are subject to availability and may be withdrawn or amended at any time without notice.

2. Privacy Statement

- 2.1 This privacy statement sets out our current policies and demonstrates our commitment to you, any applicant and their financial privacy. We may change the content or services found on this Site at any time without notice, and consequently our privacy statement and the Site Terms may change at any time in the future. The HSBC Group provides financial products and services through its affiliated companies and branches located worldwide. Privacy and personal data protection principles vary from one country to another. When you access or link to any other website, please read the privacy and data protection statements or agreements issued by such other website to determine the policies that apply to information or data maintained by that website.
- 2.2 Personal information may be collected and stored to grant you access to the Site and once you log into the Site. Our business has been built on trust between us and our customers. To preserve the confidentiality of all information you provide to us either about yourself or on behalf of the applicants:

- We will only collect information that we believe to be relevant and required to understand the applicant's financial needs and to conduct our business.
- We may use, transfer and disclose personal information in connection with purposes set out in the Notice Relating to the Personal Data (Privacy) Ordinance (the "Notice") below.
- We may pass the information to other HSBC Group companies or agents in accordance with the Product Terms and the Notice.
- We will not disclose the information to any external organisation unless we have consent or are required by law or have previously informed you or the applicant as applicable (e.g. where set out in Product Terms).
- We may be required, from time to time, to disclose the information to Governmental or judicial bodies or agencies or our regulators but we will only do so under proper authority.
- We aim to keep the information up-to-date.
- We maintain strict security systems designed to prevent unauthorised access to the information by anyone, including our staff.
- All HSBC Group companies, their staff and all third parties with permitted access to the information are specifically required to observe our confidentiality obligations.
- By maintaining our commitment to these principles, we will ensure that we respect the inherent trust that you and applicants place in us.
- You are responsible for ensuring that the applicants receive the Product Terms as appropriate that contain information about how applicants' information will be processed and shared by us and the HSBC Group.

3. Users of this Site

- 3.1 The Site is currently intended for use within Hong Kong only. Because of this we cannot guarantee that the Site or the information thereon complies with law or regulation outside of Hong Kong, or that the Site is appropriate for use in other places or by applicants. If you choose to enter the Site from outside your country of residence, you are advised that it may not be legal in that jurisdiction for you to access or use the facilities available on the Site and the legal requirements of that jurisdiction may prohibit you from dealing or otherwise transacting in that jurisdiction. No member of the HSBC Group will be liable for any breach of local law or regulation that you may commit as a result of using and accessing the Site from a country in which you are not resident. Not all the products and services that you may be able to view via this Site may be available in all geographical locations served by HSBC Group members. Your use of this Site is subject to the applicable laws and regulations of any relevant jurisdiction.
- 3.2 You are wholly responsible for use of the Site by any person using your computer and you must ensure that any such person complies with the Site Terms. You must treat your Site login details as confidential and tell us immediately if you know or suspect that anyone knows your details or your details are being (or have been) used fraudulently. We reserve the right to disable your Site login details if, in our reasonable opinion, you fail to comply with the Site Terms. You will be liable for any losses arising as a result of the misuse of your Site login details.

- 3.3 HSBC Group members may decline to provide applicants with products and services subject to status.

4. Availability of this Site

- 4.1 The content, including layout, of this Site or services available via this Site may be wholly or partially suspended, withdrawn or changed at any time.
- 4.2 We also reserve the right to suspend the provision of all or any part of the Site to you immediately and/or block your access to the Site in any of the following situations:
- 4.2.1 If you have seriously or persistently breached or failed to observe any of the Site Terms, including where:
- 4.2.1.1 you are, or we reasonably suspect that you may be, using or obtaining or allowing someone else to use or obtain an account, service or money illegally;
- 4.2.1.2 you are using, or we reasonably suspect that you are using, the Site for an illegal purpose;
- 4.2.1.3 you are, or we reasonably suspect you may be, acting fraudulently; or
- 4.2.1.4 we suspect that an unauthorised person is attempting to access the Site using your security details such as your username and password;
- 4.2.2 If we reasonably consider that by continuing to provide you with access to the Site:
- 4.2.2.1 we may break a law, regulation, code, court order or other duty; or
- 4.2.2.2 we, or another HSBC Group company, may be exposed to action or censure from any government regulatory or law enforcement agency;
- 4.2.3 Where we have, or a member of the HSBC Group has, suspicions regarding financial crime or an associated risk.

5. Your obligations

- 5.1 In accessing and using the Site you will:
- 5.1.1 Comply with all laws, regulations, rules, duties, and obligations (whether or not originating in Hong Kong) which apply from time to time to, or are relevant in connection with, the Site Terms and the operation of your business; and
- 5.1.2 Comply with all relevant requirements and provisions of any present or future legislation, regulations, or codes of practice.
- 5.2 You must not do, or omit to do, anything which will or may:
- 5.2.1 Affect any authorisation, licence, consent or permission necessary or desirable for the conduct of our business; or

- 5.2.2 Cause us to breach any laws, regulations, rules, codes of practice, duties, obligations or other requirements which may from time to time be relevant.
- 5.3 We may undertake any monitoring as we consider appropriate to satisfy any obligations imposed on us under any laws, regulations, rules and codes of practice in Hong Kong or other relevant jurisdictions.

Security

- 5.4 It is your sole responsibility adequately to:
 - 5.4.1 protect and back up your data and equipment;
 - 5.4.2 undertake reasonable and appropriate precautions against any computer virus or other destructive materials or elements; and
 - 5.4.3 ensure that your devices and your access to the Site are adequately secured against any unauthorised users.

Your use of this Site

- 5.5 You may not use this Site or permit others to use this Site:
 - 5.5.1 for any purpose which is unlawful, defamatory or libellous, offensive, abusive, indecent, menacing or threatening or in any way that infringes any intellectual property rights or breaches any obligations of confidence;
 - 5.5.2 to cause annoyance, inconvenience or needless anxiety to any other person or in any other way which is in violation of any applicable law or regulation in any jurisdiction in the world; or
 - 5.5.3 to introduce a virus or other disruptive material or element or otherwise disrupt or impair this Site or any communication service.

6. No warranties

- 6.1 The following clauses exclude or limit our legal liability for the Site. You should read them carefully. They all apply only as far as the law permits.
- 6.2 While we have taken reasonable steps to ensure the accuracy, currency, availability correctness and completeness of the information contained on the Site, information is provided on an "as is", "as available" basis and we do not give or make any warranty or representation of any kind, whether express or implied. The use of the Site is at your sole risk. To the maximum extent permitted by law, we shall not be liable for any loss or damage whatsoever and howsoever arising (whether in tort, contract, negligence or otherwise and whether direct, indirect or consequential) as a result of your or any applicant's use of the Site, use of or reliance on the information contained on the Site, or any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure to this Site.
- 6.3 We do not represent or warrant that the Site will be available and meet your or any applicant's requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

- 6.4 We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Site.
- 6.5 The above exclusions apply to any damage which is direct, indirect, special, incidental or consequential or consists of loss of profits, business, opportunity or data.
- 6.6 All of the above exclusions apply even if you have advised us or any other member of the HSBC Group of the possibility of the above types of damage, loss or liability.
- 6.7 We may explain in the Site's screens that certain information is provided subject to certain restrictions, or on a specific basis (for example, it is only accurate as at a certain date). If we do this and you rely on the information, you do so subject to those restrictions or the basis on which the information is provided.
- 6.8 We will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Site unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- 6.9 Unless we have specifically agreed with you otherwise, we shall have no liability for:
- 6.9.1 any equipment, software or associated user documentation which any person other than us produces at any time for use, or which can be used, in connection with the Site; and
 - 6.9.2 any services through which you access the Site or which you access through the Site, which are not controlled by us.
 - 6.9.3 We shall not be responsible to you if we fail to comply with any of the Site Terms or you suffer any loss:
 - 6.9.3.1 due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - 6.9.3.2 where this is due to our obligations under applicable law.

7. Passwords and security

- 7.1 In order to use the Site, you may be required to become a registered user. In order to become a registered user we will issue you with one or more of the following, namely, registered username, session code, password or other security identifier in accordance with our procedures in place from time to time (the 'security details').
- 7.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of your security details to access this Site. You will keep your security details secret and confidential at all times. Your security details may allow you to access personal and confidential account and/or financial information. These precautions include, but are not limited to the following:
- never writing down or otherwise recording your security details in a way that can be understood by someone else,
 - not choosing security details that may be easy to guess,

- taking care to ensure that no one hears or sees your security details when you use them,
- keeping your security details unique to the Site,
- never telling your security details to anyone else including our staff,
- changing your security details immediately and telling us as soon as possible if you know, or even suspect, that someone else knows any of those details, or if we ask you to,
- complying with all reasonable instructions we issue regarding keeping your security details safe,
- never recording your security details on any software which retains it automatically (for example any computer screen prompts or "save password" feature or the like on your internet browser),
- keeping your computer or other device secure by using anti-virus and anti-spyware software and a personal firewall,
- never going to website login pages directly from a link in an email and entering security or other details - always access the Site by typing in the address to your web browser, unless retaining your security details is a specific function of a banking service provided by us,
- never accessing the Site from any device connected to any public internet access device or access point (for example, at an internet cafe),
- once you have logged on to the Site, not leaving the device from which you have accessed it unattended or letting anyone else use that device until you have logged off,
- following all security measures recommended by the manufacturer of the device you use to access the Site, and
- keeping your security details in a safe place at all times.

7.3 You agree to tell us immediately of any unauthorised access to the Site using your security details or any unauthorised transaction or instruction which you know of or suspect of if you suspect someone else knows your security details. We will need you to help us and any law enforcement agency in trying to recover any losses or otherwise deal with the result of such access. We may disclose information about you or your Site account to a law enforcement agency or other third parties if we think it will help prevent or recover losses, including the loss or unauthorised access to personal data. We may ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your security details and/or accounts.

7.4 You are wholly responsible for use of the Site by any person using your security details.

7.5 If asked, you must confirm in writing the loss or theft of your security details.

8. Monitoring

8.1 To help us improve our service, we or a member of the HSBC Group may monitor and/or record communications between you and us. All recordings are our sole property.

9. Third party sites and endorsements

- 9.1 Where we provide hypertext links to other locations on the Internet, we do so for information purposes only. We are not responsible for the content of any other websites or pages linked from or linking to this Site. We have not verified the content of any such websites. Following links to any other websites or pages shall be at your own risk and we shall not be responsible or liable for any damages or in other way in connection with linking. Links to downloadable software sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.
- 9.2 No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on our Site.

10. Trade marks and copyright

Copyright in the pages screens, information and material in their arrangement included in this Site is owned by or licensed to The Hongkong and Shanghai Banking Corporation Limited unless otherwise noted. You may imprint, copy, download or temporarily store extracts from our Site for your information or when you discuss our products and services with applicants. You must not alter anything. Any other use is prohibited unless you first get our written permission. In particular no one may use a part of our Site on any other website, or link any other website to our Site, without our prior written permission.

11. Links to this Site

- 11.1 Neither you nor any other party may use any part of this Site on any other website, or link any other website to this Site, without our prior written permission.
- 11.2 We are not responsible for the set up of any link from a third party website to our Site.
- 11.3 Neither you nor any other party may deep link to, frame, spider, harvest or scrape the content or otherwise access the content for any purposes, or use any machine, electronic, web based or similar device to read or extract the content by machine based or automated means, without our prior written permission.

12. Internet e-mail

Messages sent over the internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. We are not responsible for them and will not be liable to you, an applicant or anyone else for any damages or otherwise in connection with any message sent by you to us or any message sent by us to you over the Internet.

13. Governing law

- 13.1 The Site Terms are governed by and interpreted in accordance with the laws of Hong Kong and the courts of the above jurisdiction will have non-exclusive jurisdiction in respect of any dispute, which may arise.
- 13.2 No delay by either party in enforcing the provisions of these Site Terms will prejudice or restrict the rights of that party nor will any waiver of its right operate as a waiver of any subsequent breach and no right, power or remedy conferred on or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy will be cumulative.

13.3 The illegality, invalidity or unenforceability of any of these Site Terms will not affect the legality, validity or enforceability of the other Site Terms.

13.4 Headings are used in these Site Terms for convenience only and will not affect their enforceability of the Site Terms.

14. Your queries

If you wish to contact us, please refer to our representative who is assisting you with this Site.

15. Governing Version

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

The Hongkong and Shanghai Banking Corporation Limited ("we", "us", "our", including our successors and assigns)

*Notice relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

Collection of Data

- a. We may collect the data of customers and other individuals in connection with the purposes set out in this Notice. These customers and other individuals may include the following or any of them (collectively "**you**", "**your**"):
 - applicants for banking or financial services;
 - persons giving or proposing to give guarantees or security for obligations owed to us;
 - persons linked to a customer or an applicant that is not an individual, including the beneficial owners and officers of that customer or applicant, or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust; and
 - other persons who are relevant to a customer's relationship with us.
- b. If the data requested by us is not provided, we may be unable to provide (or continue to provide) products or services to you or to the relevant customer or applicant linked to you.
- c. Data may be:
 - i. collected from you directly, from someone acting on your behalf or from another source; and
 - ii. combined with other data available to members of the HSBC Group ("**HSBC Group**") and any "**member of the HSBC Group**" means HSBC Holdings plc and/or its affiliates, subsidiaries, associated entities and any of their branches and offices).

Use of Data

- d. We will use data for the following purposes or any of them (which may vary depending on the nature of your relationship with us):
 - i. considering and processing applications for products and services and the daily operation of products and services (including credit facilities provided to you or the relevant customer linked to you);
 - ii. conducting credit checks whenever appropriate (including upon an application for consumer credit (including mortgage loans) and when we review credit which normally takes place one or more times each year);
 - iii. creating and maintaining our credit and risk related models;
 - iv. assisting other financial institutions to conduct credit checks and collect debts;
 - v. ensuring your ongoing credit worthiness and good standing;
 - vi. designing financial products and services (including insurance, credit card, securities, commodities, investment, banking and related products and services) for your use;
 - vii. marketing products, services and other subjects as described in paragraph (f) below;
 - viii. determining the amount of indebtedness owed to or by you;
 - ix. exercising our rights under contracts with you, including collecting amounts outstanding from you;
 - x. meeting our obligations, requirements or arrangements or those of any member of the HSBC Group, whether compulsory or voluntary, to comply with or in connection with:
 1. any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 2. any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information) and any international guidance, internal policies or procedures;
 3. any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to us or any member of the HSBC Group; or
 4. any agreement or treaty between Authorities;
 - xi. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - xii. conducting any action to meet our obligations or those of any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
 - xiii. meeting our obligations or those of any member of the HSBC Group to comply with any demand or request from the Authorities;
 - xiv. enabling actual or proposed assignee(s) of all or any part of our business and/or assets, or participant(s) or sub-participant(s) of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned; and

- xv. any other purposes relating to the purposes listed above.

Disclosure of Data

- e. Data held by us or a member of the HSBC Group will be kept confidential but we or a member of the HSBC Group may provide data to the following parties or any of them (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
- i. any agents, contractors, sub-contractors or associates of the HSBC Group (including their employees, officers, agents, contractors, service providers and professional advisers);
 - ii. any third party service providers who provide services to us or any member of the HSBC Group in connection with the operation or maintenance of our business (including their employees and officers);
 - iii. any Authorities;
 - iv. any persons under a duty of confidentiality to us or a member of the HSBC Group which have undertaken to keep such data confidential;
 - v. the drawee bank providing a copy of a paid cheque (which may contain data about the payee) to the drawer;
 - vi. any persons acting on your behalf whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group) or any persons making any payment into a customer's account;
 - vii. credit reference agencies, and, in the event of default, to debt collection agencies;
 - viii. any persons to whom we are or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(x), (d)(xi) or (d)(xii) above;
 - ix. any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;
 - x. any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us; and
 - xi.
 1. any member of the HSBC Group;
 2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
 3. third party reward, loyalty, co-branding and privileges programme providers;
 4. co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant products and services, as the case may be);
 5. charitable or non-profit making organisations; and
 6. external service providers that we or any member of the HSBC Group engage(s) for the purposes set out in paragraph (d)(vii) above.

Such data may be transferred in and to a place outside Hong Kong.

Provision of Data to Credit Reference Agencies (CRA) and Debt Collection Agencies

- A. We may provide the following data relating to you (whether in sole name or joint names with others) to a CRA:
- i. full name;
 - ii. capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
 - iii. Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - iv. date of birth or date of incorporation;
 - v. correspondence 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); and
 - ix. if any, mortgage account closed date in respect of each mortgage.

The CRA will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) for sharing in the consumer credit database of the CRA by credit providers.

- B. You can instruct us to make a request to the relevant CRA to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.
- C. If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by the CRA until the expiry of five (5) years from the date of final settlement of the amount in default.
- D. In the event of any amount being written off due to a bankruptcy order being made against you, the CRA may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence.

- E. For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, 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 material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).

Use of Data in Direct Marketing

- f. Where you are a customer, we intend to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note that:
- i. your name, contact details, products and other service portfolio information, transaction pattern and behavior, financial background and demographic data held by us from time to time may be used by us in direct marketing;
 - ii. the following classes of products, services and subjects may be marketed:
 1. financial, insurance, credit card, banking and related products and services;
 2. reward, loyalty, co-branding or privileges programmes and related products and services;
 3. products and services offered by our co-branding partners (the names of such co-branding partners will be provided during the application for the relevant products and services, as the case may be); and
 4. donations and contributions for charitable and/or non-profit making purposes;
 - iii. the above products, services and subjects may be provided by or (in the case of donations and contributions) solicited by us and/or:
 1. any member of the HSBC Group;
 2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
 3. third party reward, loyalty, co-branding or privileges programme providers;
 4. co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant products and services, as the case may be); and
 5. charitable or non-profit making organisations;
 - iv. in addition to marketing the above products, services and subjects ourselves, we may provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose; and
 - v. we may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting your consent or no objection as described in paragraph (f)(iv) above, we will inform you if we will receive any money or other property in return for providing the data to the other persons.

If you do not wish us to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying us.

Provision of Another Person's Data

- g. Where you provide to us data about another person, you should give to that person a copy of this Notice and, in particular, tell him/her how we may use his/her data.

Data Access Requests

- h. You have the right:
- i. to check whether we hold data about you and to access such data;
 - ii. to require us to correct any data relating to you which is inaccurate;
 - iii. to ascertain our policies and practices in relation to data and to be informed of the kind of data held by us; and
 - iv. in relation to consumer credit, 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.
- i. In accordance with the provisions of the Ordinance, we have the right to charge a reasonable fee for the processing of any data access request.
- j. You should send requests for access to data or correction of data or for information regarding policies and practices and kinds of data held to:
- The Data Protection Officer
The Hongkong and Shanghai Banking Corporation Limited
PO Box 72677
Kowloon Central Post Office
Hong Kong
E-mail: dfv.enquiry@hsbc.com.hk
- k. We may have obtained a credit report on you from a credit reference agency in considering any application for credit. In the event you wish to access the credit report, we will advise the contact details of the relevant credit reference agency.
- l. Nothing in this Notice shall limit your rights as a data subject under the Ordinance.

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

**Formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance.*

Security Tips

Firewall & Anti-virus Protection

- We strongly recommend that you install firewall and virus protection software on your computer or Local Area Network (LAN).
- Firewall and virus protection software is available in the market. Reputable firewall and virus protection vendors will provide regular software updates to ensure that you are protected against new hacking attempts.
- Always download new browser security patches whenever they are available. They are designed to provide you with protection from known security problems.
- To prevent viruses or other unwanted problems, do not open email attachments unless you know they are from a safe and reputable source.
- Do not install pirated software or software from unknown providers.

Workplace Controls

- Check to see that the computer environment you are using is safe. Make sure nobody can look over your shoulder or see your screen.
- If you cannot restrict physical access to your computer, you can prevent unauthorised access to the information on your computer by using passwords effectively.
- In addition to the above controls, we strongly recommend that you install firewall and virus protection software on your computer.
- Only use reputable computer repair and maintenance vendors to ensure you have adequate security.