

對於個人資料 (私隱) 條例的政策指引 Data Privacy Policy

公司一直致力為客戶提供最佳之服務。要達到此目的,其中一個途徑就是利用客戶的資料,為客戶提供最方便的途徑,獲得合適的產品與服務。公司亦相信客戶對此資料的用途甚為關注。保護客戶資料乃是公司一直認真處理的事項。因此,公司訂立了以下守則,矢志承諾對客戶的資料保密,在本守則中,單數之詞語皆包含眾數之意思,反之亦然;個人的用詞包括法團或非屬法團或其他實體;任何性別之詞語皆包含男性、女性及中性之意思:

The Company endeavors to provide the best service. One way to do this is by using client information to provide clients with convenient access to the right products and services. The Company also recognizes that clients have important expectations regarding the use of that information. Safeguarding client information is a matter that the Company takes seriously. To preserve the confidentiality of all information you give to the Company, the Company maintains the following Data Privacy Policy. In this Data Privacy Policy, words importing the singular include the plural and vice versa; words importing person include bodies corporate or unincorporated or other entity; words importing gender include every gender and the neuter gender

1. 客戶於開立或延續戶口的時候, 需要向公司提供個人資料 (“資料”) 有關的客戶資料可能會由公司或從公司取得該等資料之任何人士用於下列用途:

1. Clients need to provide the Company with Clients' Personal Information ("Data") in connection with the opening or continuation of accounts. The purposes for which data relating to a client may be used are as follows:

1.1 為客戶提供服務及信貸便利之日常運作;

1.1 the daily operation of the services and margin facilities provided to customers;

1.2 進行信貸檢查;

1.2 conducting credit checks;

1.3 協助其他金融機構進行信貸檢查;

1.3 assisting other financial institutions to conduct credit checks;

1.4 確保客戶的信用維持良好;

1.4 ensuring ongoing credit worthiness of customers;

1.5 為客戶設計金融服務或有關產品;

1.5 designing financial services or related products for clients' use;

1.6 宣傳金融服務或有關產品;

1.6 marketing financial services or related products;

1.7 確定公司對客戶或客戶對公司的債務;

1.7 determining the amount of indebtedness owed to or by clients;

1.8 向客戶及為客戶提供擔保或抵押的人士追收欠款;

1.8 collection of amounts outstanding from clients and those providing security for clients' obligations;

1.9 根據任何法例或規例之規定，符合作出披露之要求;

1.9 meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements; and

1.10 及與任何前述部份有關之任何用途。

1.10 any purposes relating thereto.

2.在個人資料（私隱）條例下，客戶明白公司在未得到其同意前，不能使用其資料，客戶亦有權拒絕向公司提供資料，唯如未能向公司提供有關資料，可能會導致無法開立或延續戶口及建立或延續信貸便利或提供其他金融及投資服務。當客戶簽署本協議時，客戶同意向公司提供並允許公司使用其資料，以作本政策指引（包括但不限於）上述第一段所列出之一切用途。

2. Under the Personal Data (Privacy) Ordinance, the Client understands that the Company cannot use the Client's Data without the Client's consent, and the Client has right to refuse to provide the Data; however, failure to provide such data may result in the Company being unable to open or continue accounts or establish or continue credit facilities or provide other related financial and investment services and products. Upon signing this agreement, the Client agrees to provide the Company with the Data and allow the Company to use the Data for the purpose (including but not limited to) listed in Paragraph One of this Data Privacy Policy.

3.依據美國《海外帳戶納稅合規法案》，公司須就符合該法案之客戶于公司開立之帳戶向有關政府機關作出通報。客戶特此同意，公司可依據該法案及其相關規則收集、存儲及整理客戶資料，並將之披露於有關之政府機關。

3. Under the U.S. Foreign Account Tax Compliance Act, the Company must disclose to the relevant government body of any Client account defined. The Client agrees that

the Company can collect, restore and file the Client's Data and disclose to the relevant government body.

4.與公司的正常業務往來過程中,例如:一般當客戶開發支票及提存款項時,公司亦會收集到客戶的資料。

4. It is the case that data is collected from clients in the ordinary course of the continuation of the business relationship, for example, when customers write cheques, make deposit or withdraw money.

5.公司持有之客戶有關的資料(及其他資料)將會保密,但公司可向以下人士披露所有資料(及其他資料),而客戶同意披露所有資料(及其他資料)亦是公司向客戶提供服務、產品及資料之條件:

5. Data (and other information) held by the Company relating to clients will be kept confidential but the Company may disclose, and it is a condition of the Company providing services, products and information to clients that each client consents to the disclosure of, all Data (and other information) to:

5.1 任何向公司提供有關其業務運作之行政、信貸資料、債務追討、電訊、電腦、繳款或其它服務之高級職員、僱員、代理、承包商或第三者;

5.1 any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to the Company in connection with the operation of their business;

5.2 任何對公司有保密責任的人,包括對公司有保密資料承諾的同一集團的公司;

5.2 any other person under a duty of confidentiality to the Company including a company within the Group which has undertaken to keep such information confidential

5.3 客戶已有或擬與之進行交易之任何金融機構;

5.3 any financial institution with which the customer has or proposes to have dealings;

5.4 公司的任何實在或建議受讓人或參與人或附屬參與人或公司對客戶的權利的授權人;及在受制於有關的法例、法庭指令,或任何監管條例的情況下:任何交易所、實體、監管專員及機構和政府。通常在此情況下,公司會須要遵守保密責任而不能通知客戶或在徵求客戶的同意後才向上述人士披露有關資料。

5.4 any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the customer; any exchange, entity, agency, regulatory or government body in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which the Company is subject. In such cases, the Company is usually under a duty of secrecy and will not be able to notify a customer or seek his consent in relation to such release of information.

6.公司內部之間對客戶之資料使用，須依據嚴格之內部安全標準、保密政策及適用法律。

6. The Company shares information regarding customers among the Company only in accordance with strict internal security standards and confidentiality policies and with applicable law.

7.公司約束僱員完全遵守該等標準、政策及法律。

7. The Company holds the employees fully accountable for adhering to those standards, policies and laws.

8.除為了進行業務、遵守適用法律、保護免受欺詐或作出公司認為可能符合客戶利益之產品及服務優惠外，公司不會將有關客戶的資料分發予其他公司。公司亦可依據適用法律向監管當局及執法人員提供資料。

8. The Company does not share information about clients with other companies except in order to conduct business, comply with applicable law, protect against fraud or make available special offers of products and services that the Company feels may be of interest to clients. The Company may also provide information to regulatory authorities and law enforcement officials in accordance with applicable law.

9.公司訂立了極高標準，以保護客戶的資料免受未經授權之更改或破壞。

9. The Company has established high standards for protecting information regarding clients from unauthorized alteration or destruction.

10.公司可依據個人資料(私隱)條例及其它適用法律進行以下活動：

將客戶提供或有關客戶之任何資料或其它資料，與公司或任何其它人士持有之資料(或其它資料)進行配對、比較或交換，以作以下用途：

10. The Company may, in accordance with the Personal Data (Privacy) Ordinance and any other applicable law:

match, compare or exchange any Data or other information provided by, or in respect of, a client with Data (or other information) held by the Company or any

other person for the purpose of:

10.1 信貸審查;

10.1 credit checking;

10.2 資料(或其它資料)核對; 或

10.2 Data (and other information) verification;

10.3 提出或核對資料(或其它資料), 該等資料可能用於在任何時候採取對客戶或任何其它人士不利的行動;

10.3 otherwise producing or verifying Data (and other information) which may be used for the purpose of taking adverse action against the client or any other person at any time;

10.4 將此等資料(或其它資料)轉往香港以外任何地方(不論在香港以外處理、持有或使用此等資料(或其它資料));

10.4 transfer such Data (or other information) to any place outside Hong Kong (whether for the processing, holding or use of such Data (or other information) outside Hong Kong);

10.5 決定客戶或任何擔保人與公司之間的債務數額;

10.5 determining the amount of indebtedness owed to or by client or any surety;

10.6 向客戶或任何擔保人追收欠款;

10.6 collecting the amounts outstanding from client or any surety;

10.7 使公司在合併、併合、重組或其他情況下的實際或建議承讓人對擬作轉讓的交易進行評核;

10.7 enabling an actual or proposed assignee of the Company in connection with merger, amalgamation, reconstruction or otherwise to evaluate the transaction intended to be the subject of the assignment;

10.8 在任何法院或主管當局展開或進行答辯或以其他形式參與任何法律或行政程序;

10.8 commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;

10.9 遵守證監會頒佈(並不時修訂)的公司收購、合併及股份購回守則及 / 或

香港及 / 或世界任何地方有關收購的法例及 / 或
監管規則的任何要求;

10.9 satisfying any requirements under the codes on takeovers, mergers and share repurchases issued by the SFC (as amended from time to time) and/or any other applicable Laws and/or Regulatory Rules in relation to takeovers in Hong Kong and/or any part of the world;

10.10 尋求或取得的行政、信貸資料、債務追討、電訊、電腦、繳款或其它服務
或其他與公司業務經營相關的服務; 及

10.10 seeking or obtaining administrative, debt information, debt collection, telecommunications, computer, payment or other services to the Company in connection with the operation of its business; and

10.11 任何與上述直接或間接有關或附帶的用途。

10.11 any other purpose directly or indirectly relating or incidental to any of the above.

11. 根據個人資料（私隱）條例中的條款及根據條例核准和發出的個人信貸資料
實務守則, 客戶有權:

11. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any client has the right to:

11.1 審查公司是否持有有關客戶之資料及有權查閱有關的資料;

11.1 check whether the Company holds data about the Client and the right of access to such data;

11.2 要求公司改正有關客戶不準確的資料;

11.2 require the Company to correct any data relating to the Client which is inaccurate

11.3 要求公司停止向客戶發放宣傳諮詢;

11.3 require the Company stop distributing promotion materials;

11.4 確定公司對於個人資料的政策與實務, 以及查詢公司所持有的客戶個人資料
的種類; 根據個人資料(私隱)條例之條款, 公司有權就處理任何資料查閱之申
請收取合理費用;

11.4 ascertain the Company's policies and practices in relation to Data and to be

informed of the kind of personal data relating to the customer held by the Company; in accordance with the terms of the Personal Data (Privacy) Ordinance, the Company has the right to charge a reasonable fee for processing any data access request.

11.5 所有於本第 10 段的要求可以書面形式向公司提出。

11.5 any request made under Paragraph 10 shall be in written form.

12. 在公司，有關客戶之資料只會用於進行本身業務的合法用途，以提供優質服務，及進行產品設計及優惠，隨著在新科技年代進一步發展新產品和服務，公司會繼續竭力確保客戶的資料會被正確使用及受到適當保護。

12. At the Company, information regarding clients is used solely in the legitimate conduct of business, to deliver superior service and to design products and special offers. As the Company moves forward in developing new products and services in an era of vast technological change, the Company will continue to maintain dedication to assure that customer information is properly used and appropriately safeguarded.

13. 本附表作為公司與客戶雙方簽訂《客戶協議》的附屬文件，與《客戶協議》具有同等法律效力，其未盡事宜，參照《客戶協議》執行。

13. This attachment is attached to the Client Agreement duly signed by the Company and the Client and shall have the same legal binding force with the Client Agreement. Matters not mentioned herein shall be dealt with according to the Client Agreement.

14. 本附表如有修改和變更，須經公司與客戶雙方協商解決。如公司與客戶雙方簽訂的《客戶協議》終止，則本協議視為自動終止，無須通知對方。

14. Any amendment or alteration to this attachment shall become effective only by negotiation between the Company and the Client. If the Client Agreement duly signed by the Company and the Client terminates, the attachment shall be deemed as terminated and no notification is required.