



**STATE BANK OF INDIA, HONG KONG BRANCH (the "Bank")**

**Notice to Customers and Other Individuals ("Data Subject") relating to the Personal Data (Privacy) Ordinance (the "Ordinance") ("Notice")**

- (a) From time to time, it is necessary for Data Subject to supply the Bank with data in connection with the opening, operation or continuation of accounts and the establishment, maintenance or continuation of banking facilities or provision of banking services.
- (b) For the purposes of opening, maintaining or continuation of the banking services provided by the Bank, you/your company may need to, from time to time, collect and supply to us the personal data of, including but not limited to and where applicable, any of your directors, shareholders, beneficial owners, senior management, authorized signatories, contact persons, company secretary, beneficial owners (e.g. sole proprietor and partners) and guarantors (the "Other Individuals") and any other designated person as deemed by the Bank as Other Individuals.
- (c) If any Other Individual withdraws their consent to any or all use of their personal data, depending on the nature of their request, the Bank may not be in a position to continue to provide its products or services to the Customer, or to administer any contractual relationship in place. This may also result in the termination of any agreements with the Bank, and the Customer being in breach of your contractual obligations or undertakings. The Bank's legal rights and remedies in such event are expressly reserved.
- (d) Please note that if your personal data has been provided to the Bank by the Customer, you should contact the Customer directly to make any queries, feedback, and access & correction at the same time to the Customer and the Bank.
- (e) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or maintenance or continue banking facilities or provide banking services.
- (f) It is also the case that data are collected from Data Subject in the ordinary course of the continuation of the banking relationship, for example, when Data Subject write cheques or deposit money.
- (g) The purposes for which data relating to a Data Subject may be used are as follows: -
  - (i) the daily operation of the services and credit facilities provided to Data Subject;
  - (ii) 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;
  - (iii) creating and maintaining the Bank's credit scoring models;
  - (iv) assisting other financial institutions to conduct credit checks and collect debts;
  - (v) ensuring ongoing credit worthiness of Data Subject;
  - (vi) designing financial services or related products for Data Subject' use;
  - (vii) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (viii) determining amounts owed to or by Data Subject;



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- (ix) collection of amounts outstanding from Data Subject and those providing security for Data Subject' obligations;
  - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any of its branches or that it is expected to comply according to:
    - (1) Any law binding or applying to the Bank within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - (2) Any competent regulatory authority or competent government authority within the statutory powers;
    - (3) Local law enforcement agency with the objective to prevent, detect and control of AML related crimes and response to lawful request for information to assist their investigation into AML related crimes;
    - (4) Any statutory 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 the Hong Kong Special Administrative Region existing currently and in the future
    - (5) 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 any of its branches 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;
  - (xi) 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 or other unlawful activities;
  - (xii) enabling an actual or proposed assignee of the Bank, or participant or subparticipant 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 subparticipation; and
  - (xiii) purposes relating thereto.
- (h) Data held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d) above: -
- (i) Any person when the Bank is compelled to make disclosure under the requirements of law binding on the Bank or the transaction, without limitation, tax authorities, law enforcement agencies, regulators, having jurisdiction or supervisory powers over



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the Bank of the transaction, whether within or outside Hong Kong Special Administrative Region;

- (ii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
- (iii) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
- (iv) any person to whom the Customer have authorized the disclosure;
- (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
- (vii) any person to whom the Bank or any of its branches 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 of its branches, 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 any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches 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 the Hong Kong Special Administrative Region and may be existing currently and in the future;
  
- (viii) 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
  
- (ix)
  - (1) any other branch, representative office and Bank's group companies;
  - (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 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);
  - (5) charitable or non-profit making organizations; and
  - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii) above.

Such information may be transferred to a place outside Hong Kong.



**Notice to Customers and Other Individuals ("Data Subject") relating to the Personal Data (Privacy) Ordinance (the "Ordinance") ("Notice")**

- (i) 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 following data relating to the Data Subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
- (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Data Subject's sole name or in joint names with others);
  - (iii) Hong Kong Identity Card Number or travel document number;
  - (iv) date of birth;
  - (v) 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, writeoff (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Data Subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the Data Subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(j) **USE OF DATA IN DIRECT MARKETING**

The Bank intends to use a Data Subject's 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:

- (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:
  - (1) financial, insurance, credit card, 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;



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- (iii) 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, credit card companies, securities 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 organizations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (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 (g)(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph (g)(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.

**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.**

- (k) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any 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.



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Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- (j) 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 (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (k) 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 (h)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the Data Subject with evidence to the credit reference agency, whichever is earlier.
- (l) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (m) 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  
State Bank of India, Hong Kong Branch  
Address: 15th Floor, Central Tower, 28 Queen's Road, Central, Hong Kong
- (n) The Bank has the right to charge a reasonable fee for the processing of any data access request.
- (o) The Bank may have obtained a credit report on the Data Subject from a credit reference agency in considering any application for credit. In the event the Data Subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (p) Nothing in this Notice shall limit the rights of Data Subject under the Personal Data (Privacy) Ordinance.
- (q) This Notice shall be governed by the laws of Hong Kong Special Administrative Region.

***Dated: 23 August 2021***