

Notice to Customer in relation to Personal Data (Privacy) Ordinance (Cap 486) (the “Ordinance”)

1. From time to time, it is necessary for data subjects to supply the Bank, Axis Group, or such other entities, which are connected to it directly or indirectly by way of shareholding, management or otherwise, with data for the purpose of the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking or other services. This notice states clearly (a) the Bank's purposes of data collection, (b) the classes of persons the Bank can transfer personal data to, and (c) the data access and correction right of data subjects.
2. Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking or other services.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the relationship between the Bank and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Bank or generally communicate verbally or in writing with the Bank.
4. The purposes for which data relating to data subjects may be used by the Bank (and/or other any other person who has properly obtained such data from the Bank) are as follows:
 - 4.1. the daily operation of the services and credit facilities provided to data subjects;
 - 4.2. conducting credit checks, whenever appropriate (including without limitation upon an application for consumer credit and upon periodic review of the credit) and carrying out matching procedures (as defined in the Ordinance);
 - 4.3. creating and maintaining the Bank's credit scoring models;
 - 4.4. assisting other financial institutions to conduct credit checks and collect debts;
 - 4.5. ensuring ongoing credit worthiness of data subjects;
 - 4.6. designing financial services or related products for data subjects' use;
 - 4.7. providing or using a credit reference service;
 - 4.8. preparing and maintaining a credit database and providing access to the database;
 - 4.9. marketing financial services or related products of the Bank (please see further details in paragraph 8 below);
 - 4.10. determining amount of indebtedness owed to or by data subjects;
 - 4.11. carrying out data subject's instructions or responding to queries;
 - 4.12. enforcement of data subjects' obligations including without limitation the collection of amounts outstanding from data subjects and those providing guarantee or security for data subjects' obligations;
 - 4.13. complying with the obligations, requirements or arrangements for disclosing and using data that apply to Axis or any member of the Axis Group or that it is expected to comply according to:
 - 4.13.1. any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - 4.13.2. any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - 4.13.3. 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 Axis or any member of the Axis Group 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 authorities or self-regulatory or industry bodies or associations of financial services providers;
 - 4.14. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - 4.15. comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
 - 4.16. maintaining a credit history of data subjects (whether or not there exists any relationship between data subjects and the Bank) for present and future reference;
 - 4.17. for reasonable internal management purposes (including without limitation, the defence of claims and the monitoring of the quality and efficiency of services);
 - 4.18. disclosing information of remittance including personal data of the originating data subject or remitter in a remittance transaction; and
 - 4.19. purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such data to the following parties for the purposes set out in the Paragraph 4 above :-
 - 5.1. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the establishment, operation and maintenance of its business or provision of banking services;
 - 5.2. any other person under a duty of confidentiality to the Bank or who has undertaken to keep such data confidential;
 - 5.3. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

- 5.4. credit reference agencies, and, in the event of default, to debt collection agencies;
- 5.5. a person making any payment into the customer's account (by providing a copy of a deposit confirmation slip which may contain the name of the customer);
- 5.6. any person with the express or implied consent of the data subject;
- 5.7. any party giving or proposing to give a guarantee or third party security to guarantee or secure obligations of the data subject;
- 5.8. any other person who has established or proposes to establish any business relationship with the Bank or recipient of the data;
- 5.9. any person, including any revenue authority and/or government agency whether local or foreign, whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or member of the Axis Group or under and for the purposes of any guidelines issued by any regulatory, self-regulatory or industry bodies or other authorities with which the Bank or any of its branches are expected to comply, or pursuant to an agreement between Axis and a revenue authority or government agency, whether the disclosure is made directly or through any member of the Axis Group; and
- 5.10. any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects or any person or entity with whom Axis might enter a transaction under which payments might be made by reference to an agreement with the data subject.
- 5.11. any of the following persons:
 - 5.11.1. members of the Axis Group;
 - 5.11.2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - 5.11.3. third party reward, loyalty, co-branding and privileges program providers;
 - 5.11.4. co-branding partners of the Bank and Axis Group (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);
 - 5.11.5. charitable or non-profit making organisations; and
 - 5.11.6. 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 Axis engages for the purposes set out in paragraph 4.9 above.

Such information may be processed, stored and transferred to another jurisdiction outside Hong Kong as the Bank or recipient of the data referred to above considers appropriate. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental, acts and orders) in such jurisdiction.

The data subject acknowledges that the Bank may at times be required under laws and/or agreements with government agencies and/or revenue authorities (whether foreign or local) to make inquiries about the tax status of the data subject. The data subject agrees to provide any information requested by Axis for the purposes of complying with any such laws and agreements.

6. For the purpose of Paragraph 5.4 above, the Bank shall access and obtain from the credit reference agencies such personal and account information or records of the data subject held by a credit reference agency in accordance with the Ordinance. Without prejudice to the foregoing, the Bank may from time to time access and obtain the personal and account information or records of the data subject held by a credit reference agency for reviewing any of the following matters in relation to the existing credit facilities granted to the data subject :-
 - 6.1. an increase in the credit amount;
 - 6.2. the curtailing of credit (including the cancellation of credit or a reduction in the credit amount); or
 - 6.3. the implementation or otherwise the putting in place of scheme of arrangement with the data subject.
7. In connection with Paragraph 5.4 above, of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the following data relating to the customer (including any updated data of any of the following data) may be provided by the Bank, on its own behalf and/or as agent, to the credit reference agency:
 - 7.1. full name;
 - 7.2. capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
 - 7.3. Hong Kong Identity Card Number or travel document number or certificate of incorporation;
 - 7.4. date of birth or date of incorporation;
 - 7.5. correspondence address;
 - 7.6. mortgage account number in respect of each mortgage;
 - 7.7. type of the facility in respect of each mortgage;
 - 7.8. mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
 - 7.9. 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 customer (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers; and

8. Use of data in direct marketing

Axis intends to use a data subject's data in direct marketing and Axis requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- 8.1. 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;
- 8.2. the following classes of services, products and subjects may be marketed:
 - 8.2.1. financial, insurance, card (including credit cards, debit cards, ATM card and stored value cards), banking and related services and products;
 - 8.2.2. reward, loyalty or privileges programmes and related services and products;
 - 8.2.3. services and products offered by co-branding partners of the Bank and of Axis Group (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
 - 8.2.4. donations and contributions for charitable and/or non-profit making purposes;
- 8.3. the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - 8.3.1. members of the Axis Group;
 - 8.3.2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - 8.3.3. third party reward, loyalty, co-branding or privileges programme providers;
 - 8.3.4. co-branding partners of the Bank and any member of the Axis Group (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
 - 8.3.5. charitable or non-profit making organisations;
- 8.4. in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 8.1 above to all or any of the persons described in paragraph 8.3 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.
- 8.5. the Bank may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (f)(iv) above, the Bank will inform the customer 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 us in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank at any time and without charge.

9. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:
 - 9.1. to check whether the Bank holds data about him and of access to such data;
 - 9.2. to require the Bank to correct any data relating to him which is inaccurate;
 - 9.3. 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;
 - 9.4. in relation to consumer credit, to request to be informed 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
 - 9.5. in relation to consumer credit data ((including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency (except where the consumer credit applied for involves a residential mortgage loan), to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data includes 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 Axis 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)).
10. In the event the account has had a default of payment lasting in excess of 60 days, the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge of the individual's bankruptcy as notified to the credit reference agency whichever is earlier.
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 9.5 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.
12. In the event of 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 9.5 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.

13. 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.
14. Under the Ordinance, the data subject has the right to obtain access to any records of the Bank containing his personal information and data subject also has the right to request the correction of any of his personal information, which is inaccurate within such records. Requests for access to or correction of the personal information of the data subject held by the Bank can be made in writing to the Bank at the following address:

Head (Operations)
Axis Bank Ltd.
Suite 1707-08, Central Plaza
18, Harbour Road,
Wan Chai, Hong Kong
Tel No. [3656 4000]
Fax No. [2522 7821]

15. 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.
16. In this Notice:
 - (a) "Axis Group" refers to any related body corporate, subsidiary, holding company, affiliate or branch of Axis Group Limited or their respective branches or companies controlled by the Bank or the company operating the Bank;
 - (b) "Bank" refers to Axis Bank Limited, Hong Kong Branch; and
 - (c) "data subject" includes clients of the Bank and various other persons (including applicants for credit facilities, products and services, security providers, corporate officers and managers, suppliers, service providers, contractors, agents and other contractual counterparties and third parties transacting through or with Axis from time to time) that supply data to Axis.
17. The provisions contained in this Notice shall form part of the Bank's general terms and conditions that govern accounts and banking services. Should any inconsistency be found, the provisions of this Notice shall prevail to the extent of such inconsistency.
18. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
19. In the case of any discrepancy between the English and Chinese version, the English version shall prevail to the extent of such discrepancy.