

匯立銀行有限公司 - 私隱政策

私隱政策聲明

我們了解你關心我們會如何處理你的個人及財務資料。本私隱政策聲明（「聲明」）載列我們現時之政策，證明我們致力保護你的私隱。

你一經訪問本網站（「網站」）及其任何頁面，即表示你同意下列聲明。

使用本網站之前，你應細閱以下各項：

- 1 本聲明；
- 2 關於《個人資料（私隱）條例》的客戶及個別人士通知（「私隱通知」）（下述），當中告知你收集包括你個人資料在內的該等資料的原因、我們將如何使用有關資料及你應向誰提出查閱資料的要求；
- 3 網站使用條款；及
- 4 網站使用條款及應用程式使用條款所載的 cookie 政策。

網站頁面提供的資料、材料及內容可隨時變更而不會發出通知，因此本聲明日後或會隨時變更。你同意會定期閱覽本聲明，若你繼續訪問或使用網站，則表示你同意任何該等變更。

我們的業務乃以我們與我們客戶之間的相互信任為基礎。為保護你提供予我們的全部資料之機密性，我們已採用下列私隱原則：

- 我們只會收集我們認為相關的資料以及了解你財務需求及進行我們業務所需的資料。
- 我們使用你的資料以向你提供更優質的客戶服務及產品。
- 我們或會在法律允許的情況下將你的資料轉交其他 WeLab 集團成員公司或代理。
- 我們不會向任何外部機構披露你的資料，除非有關披露已獲你同意或按照法律規定作出或已事先通知你。
- 我們或必須不時應要求向政府或司法機關或機構或我們的監管機構披露你的資料，惟我們只會根據適當權限作出有關披露。
- 我們致力保持你的資料為最新，且只會在所需期間保存你的資料。
- 我們實行嚴格的保安系統，以防止任何人士未經授權取用你的資料，包括我們員工。
- 我們明確規定，獲准取用你資料的所有 WeLab 集團成員公司（包括但不限於 Welend Limited）、我們的全體員工及所有第三方須遵守我們的保密責任。

我們奉行以上原則，以體現我們極為重視你對我們的信任。

關於《個人資料（私隱）條例》（「條例」）的客戶及個別人士通知

本通知由 Welab Bank Limited（匯立銀行有限公司）（「本行」、「我們」、「我們的」，包括我們的繼任者及受讓者）根據香港特別行政區（「香港」）《個人資料（私隱）條例》發出。本通知旨在告知你收集包括你個人資料在內的該等資料的原因、我們將如何使用有關資料及你應向誰提出查閱資料的要求。

就本通知的目的而言，「**WeLab 集團**」指本行及其控股公司（包括但不限於 Welend Limited）、分行、附屬公司、代表辦事處及本行控股公司的關聯公司（不論其所在位置）。關聯公司包括分行、附屬公司、代表辦事處及本行控股公司的關聯公司。

注意：你訪問本網站及其任何網頁，即已同意下列條款。多謝你選用我們的服務。

資料收集

1. 我們可不時就本通知所載之目的收集客戶及其他個別人士的資料。該等客戶及其他個別人士可能包括但不限於以下各項（統稱為「資料當事人」或「你」）：
 - (a) 銀行或財務服務、信貸融資、保險、抵押、投資、財富管理以及相關服務、產品與信貸（統稱「信貸、產品及服務」）的申請人及使用者；
 - (b) 就欠我們的責任提供或擬提供抵押或擔保的人士；
 - (c) 與非個人客戶或申請人關連的人士，包括該客戶或申請人的實益擁有人及人員，如屬信託，則包括信託的受託人、財產授予人、保障人及受益人；及
 - (d) 與我們的客戶關係有關的其他人士。
2. 我們可能向你收集的資料包括但不限於個人資料（包括但不限於你的姓名、身份證號碼、出生日期、居住及通訊地址、電話號碼、電郵地址、信用相關資料、臉孔圖像、指紋、手指靜脈等生物特徵數據以及你的 IP 地址及 GPS 定位等電子足跡）。
3. 未能向我們提供該等資料或會導致我們未能為你或與你關連的相關申請人或人士提供（或繼續提供）部分或全部信貸、產品及服務。
4. 我們可能會在下列情況直接或間接向你或向你代你行事之人士收集資料：
 - (a) 我們在其日常業務過程中或維持我們與你的關係時，例如我們可能會在你簽發支票、存款、進行交易或你與我們進行通訊（以口頭、電子或書面方式）時收集資料；
 - (b) 在你瀏覽或使用我們網站及流動應用程式時；及／或
 - (c) 自其他來源收集，例如：
 - (i) WeLab 集團（我們除外）任何成員；

(ii) 第三方，如我們的業務夥伴（我們業務夥伴須獲你同意方可向我們轉交你的資料）及信貸資料服務機構；
及／或

(iii) 公共領域、cookies、行為或定位追蹤工具。

資料亦可能與 WeLab 集團任何成員可獲取的其他資料組合。

資料的使用

5. 我們可使用資料作下列用途（或其中任何一項），用途可隨你與我們的關係性質而有所不同：
- (a) 考慮及處理你的信貸、產品及服務的申請，以及協助向你或與你關連的客戶提供的信貸、產品及服務的日常工作；
 - (b) 設立及維持我們的信貸及風險相關準則；
 - (c) 進行信貸審查（包括但不限於申請信貸時及通常每年進行一次或以上的定期或特別審查）；
 - (d) 提供銀行資信證明或協助其他財務機構（香港境內或境外）作信貸審查及追討債務；
 - (e) 確保你維持可靠信用及良好信譽；
 - (f) 設計供你使用的信貸、產品及服務；
 - (g) 研究、客戶概況彙編及分類；
 - (h) 分析你如何取用及使用我們的信貸、產品及服務，包括我們網站及應用程式所提供的信貸、產品及服務；
 - (i) 宣傳及推廣信貸、產品及服務，以及其他相關對象（詳見下文第 10 段）；
 - (j) 確定我們對你或你對我們的債務金額；
 - (k) 行使我們與你所訂立合約項下我們的權利，包括向你追討欠款；
 - (l) 為遵守下列各事項或與該等事項有關而履行我們或 WeLab 集團任何成員的義務、規定或安排（不論強制或自願）：
 - (i) 現時及將來於香港境內或境外存在的任何法律、法規、判決、法院命令、自願守則或制裁制度（「法律」）（例如稅務條例及其條文，包括有關自動交換財務賬戶資料的條文）；
 - (ii) 現時及將來存在於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會所提供或發出的任何指引或指導（例如稅務局所提供或發出的指引或指導，包括有關自動交換財務賬戶資料的指引或指導）及任何國際指引、內部政策或程序；

- (iii) 與對 WeLab 集團整體或任何部分具有司法權限的本地或海外法律、監管、司法、行政、公營或執法機關，或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關，或金融服務供應商的自律監管或行業組織或協會或其代理（統稱及各種「權力機關」）的任何現有或將來的合約或其他承諾，由我們或 WeLab 集團任何成員承擔、向我們或 WeLab 集團任何成員施加或適用於我們或 WeLab 集團任何成員；
- (iv) 權力機關之間的任何協議或條約；
- (m) 遵守為於 WeLab 集團內共用資料及資訊及／或就資料及資訊的任何其他使用而制定的符合制裁或預防或偵測洗黑錢、恐怖分子融資活動或其他非法活動而制定的任何計劃的任何義務、規定、政策、程序、措施或安排；
- (n) 採取任何行動以履行我們或 WeLab 集團任何成員的責任以符合與下述事宜有關的法律或國際指引或監管要求：偵測、調查及預防洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及／或規避或違反與此等事宜相關的任何法律的任何行為或意圖；
- (o) 協助 WeLab 集團的綜合監管（進行內部審計及風險管理）；
- (p) 使我們的實際或擬承讓人，或我們就你的權利的參與人或附屬參與人評估擬作為轉讓、參與或附屬參與的所涉交易；
- (q) 就有關你的信貸、產品及服務申請，或我們或 WeLab 集團任何成員提供的信貸、產品及服務，進行信用審查、核實資料目的比較你與其他人士、其他財務機構及／或 WeLab 集團任何成員的資料或以其他目的產生或核實資料，不論是否為針對你採取不利行動的目的而作出；
- (r) 維持你的信貸歷史或其他記錄（不論你與我們是否存在任何關係）以作現時或日後參考用途；
- (s) 就我們抗辯或回應任何法律、政府或監管或半官方的相關事宜、訴訟或法律程序（包括任何潛在訴訟或法律程序）；
- (t) 就我們作出或調查保險索償或回應任何保險相關事宜、訴訟或法律程序；及／或
- (u) 與上述用途有關的任何其他用途。

資料的披露

6. 我們或 WeLab 集團任何成員會對其持有的資料予以保密，但可就上文第 5 段所列的用途將該等資料披露（「披露」定義見條例）給下列各方或任何一方（不論是在香港境內或境外）：
- (a) WeLab 集團的任何代理、承包商、分包商或任何成員；
 - (b) 任何向我們或 WeLab 集團任何成員提供與我們業務運作或維持有關的服務的第三方服務供應商；
 - (c) 任何權力機關；

- (d) 對我們或 WeLab 集團任何成員負有保密責任且已承諾將該等資料保密的任何一方；
 - (e) 向出票人提供已付款支票副本（其中可能載有收款人的資料）的付款銀行；
 - (f) 代表你行事而提供其資料的任何人士；
 - (g) 任何收款人、受益人、戶口代名人、中介、往來及代理銀行、結算公司、結算或交收系統、市場交易對手方、上游預扣稅代理、掉期或交易儲存庫、你與其或擬與其進行交易的證券交易所、你擁有證券權益的公司（如該等證券由我們或 WeLab 集團任何成員持有），或向任何客戶賬戶作出付款的人士；
 - (h) 信貸資料服務機構，及收數公司（如有違約情況）；
 - (i) 我們（或 WeLab 集團任何成員）就上文第 5(l)、5(m)或 5(n)段所載目的而有責任或必須或被預期向其作出披露的任何人士；
 - (j) 我們的任何實際或擬承讓人，或我們就你的權利的參與人、附屬參與人或受讓人；及
 - (k) 任何為你對我們的責任提供或擬提供擔保或抵押的人士；
 - (l) WeLab 集團任何成員；
 - (m) 第三方金融機構、保險公司、信貸融資公司、信用卡公司以及證券、商品及投資服務供應商；
 - (n) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
 - (o) 我們或 WeLab 集團任何成員的合作品牌夥伴（在申請有關信貸、產品及服務時或會提供該合作品牌夥伴名稱（視情況而定））；
 - (p) 慈善或非牟利機構；及
 - (q) 我們或 WeLab 集團任何成員就上文第 5 段所述用途委聘的外部服務供應商。
7. 我們可根據相關司法管轄區適用的當地法律、規則及法規就不同目的（包括處理及儲存）將你的資料在香港境內轉移或轉移至香港境外。
8. 若我們聘用外包服務供應商或數據處理者（無論在香港境內或境外），外包服務供應商或數據處理者須遵守特定標準，包括私隱監管機構制定的任何標準，透過合約規定或其他方式以防止資料遺失、未經授權被取用、使用、修改或披露。

向信貸資料服務機構（「信貸資料服務機構」）及收數公司（「收數公司」）披露資料

9. 我們可將有關你的以下資料（不論以你個人名義或與他人聯名）提供予信貸資料服務機構及／或收數公司：
- (a) 該等資料包括但不限於與你有關的下列資料：

- (i) 全名；
 - (ii) 就每項信貸、產品及服務的身份（即作為借款人、按揭人、擔保人或抵押品提供者）；
 - (iii) 香港身份證號碼或旅遊證件號碼或公司註冊證書號碼；
 - (iv) 出生日期或公司成立日期；
 - (v) 通訊地址；
 - (vi) 就每項信貸、產品及服務的戶口號碼；
 - (vii) 就每項信貸、產品及服務的信貸類型；
 - (viii) 就每項信貸、產品及服務的戶口狀況（如生效、已結束、已撇賬）；及
 - (ix) 就每項信貸、產品及服務的戶口結束日期（如適用）；及
 - (x) 信貸申請資料（包括所申請信貸的類型及金額）。
- (b) 就按揭而言，信貸資料服務機構亦會使用上述資料統計你（以借款人、按揭人或擔保人身份，不論以單名或與其他人士聯名的方式）不時持有的按揭宗數，於信貸資料服務機構的客戶信貸資料庫內讓信貸提供者共用。
- (c) 你可以指示我們向有關信貸資料服務機構要求從其資料庫刪除有關任何已經悉數清還而終止的信貸戶口資料，惟該信貸須在終止前緊接的五（5）年內根據我們的記錄未有欠賬逾期超過六十（60）日。
- (d) 在任何欠賬的情況下，除非拖欠金額在出現拖欠之日起計六十（60）日屆滿前悉數清還或撇賬（因破產令悉數清還或撇賬者除外），否則信貸資料服務機構可保留你戶口還款資料直至自欠款悉數清還之日起計滿五（5）年為止。
- (e) 若任何款項因針對你頒佈的破產令而撇賬，則你的戶口還款資料可以由信貸資料服務機構保留直至下述較早發生者為止：(i)欠款悉數清還之日起計滿五（5）年為止，或(ii)自你提出證據通知信貸資料服務機構你已獲解除破產令之日計滿五（5）年為止。
- (f) 就本第 9 段而言，戶口還款資料即上次到期的還款額、上次報告期間所作還款額、剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額、逾期還款日數、清還過期欠款的日期及悉數清還重要欠賬（即拖欠還款超過六十（60）日的欠賬（如有））的日期）。
- (g) 我們在考慮任何信貸申請時可能自信貸資料服務機構取得你的信貸報告。如你希望查閱該信貸報告，我們將告知相關信貸資料服務機構的詳細聯絡方式。

於直接市場推廣中使用資料

10. 我們擬將你資料用於直接市場推廣，而我們為該用途須獲得你同意（包括表示不反對）。在此方面，請注意：

- (a) 我們可能將我們不時持有的你的姓名、詳細聯絡方式、產品及其他服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接市場推廣；
- (b) 我們可能於直接市場推廣中使用有關你不時使用我們網站及應用程式的資料（不論是否透過 cookies 或其他方式收集）；
- (c) 下列類別的服務、產品及對象可能被用作直接推廣：
 - (i) 信貸、產品及服務；
 - (ii) 電訊網絡服務、送遞服務、旅行社服務、禮賓服務、餐飲、汽車產品／服務、博彩產品／服務、娛樂與媒體服務、生活品味產品／服務、社會與醫療服務、電子與電器產品、貨物、消費品及／或商品；
 - (iii) 獎賞、獎勵、合作品牌或優惠計劃及相關服務及產品；及／或
 - (iv) 作慈善及／或非牟利用途的捐款及捐贈；
- (d) 上述各類服務、產品及促銷對象可能由我們及／或下列各方提供或（就捐款及捐贈而言）徵求：
 - (i) WeLab 集團任何成員；
 - (ii) 第三方金融機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (iii) 第三方獎賞、獎勵、合作品牌或優惠計劃供應商；
 - (iv) 電訊網絡服務供應商、送遞服務供應商、旅行社、禮賓服務供應商、餐飲業供應商、汽車產品／服務供應商、博彩產品／服務供應商、娛樂與媒體服務供應商、生活品味產品／服務供應商、社會與醫療服務供應商、貨物、消費品及／或商品零售商、批發商及／或製造商；
 - (v) 我們及 WeLab 集團任何成員的品牌合作夥伴；及／或
 - (vi) 慈善或非牟利機構；
- (e) 除自行推廣上述信貸、產品及服務外，我們可將上文第 29(g)及 10(b)段所述的資料提供予上文第 29(j)段所述的全部或任何人士，供該等人士用作推廣第 10(c)段所述的各類服務，而我們為此用途須獲得你書面同意（包括表示不反對）；及
- (f) 我們可能基於上文第 10(d)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如我們會因提供資料予其他人士而獲得任何金錢或其他財產的回報，我們會於上文第 29(e)段所述徵求你同意或不反對時通知你。

如你不希望我們如上文所述使用你的資料或將你的資料提供予其他人士作直接市場推廣用途，你可透過下文第 13段所述途徑及我們不時指定的其他途徑通知我們，行使你選擇拒絕促銷的權利。

查閱資料要求

11. 你有權：
 - (a) 查核我們是否持有你的資料及查閱該等資料；
 - (b) 要求我們改正任何有關你的不準確的資料；
 - (c) 查明我們對於資料的政策及慣例以及獲告知我們持有的個人資料種類；
 - (d) 在與客戶信貸有關的情況下，要求獲告知哪些資料會向信貸資料服務機構或收數公司例行披露，並獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱及改正資料的要求。
12. 根據條例的條文，我們有權就處理任何查閱資料的要求收取合理費用。
13. 任何關於查閱或改正我們所持資料、索取我們的資料政策及慣例或所持有的資料種類的要求，你應向下列人士提出：

WeLab Bank - 營運部

Welab Bank Limited (匯立銀行有限公司)

香港七姊妹道郵政信箱 60371 號

電郵：opt-out@welab.bank

傳真：(852)3898 6988

使用演算法評估、大數據分析及人工智能

14. 於考慮及處理你就設立信貸、產品及服務而提出的申請時，我們可能使用若干演算法及大數據分析與人工智能（「BDAI」）技術。演算法及 BDAI 或會根據我們向你收集的資料提供自動評估及決定。該等評估所使用的參數應獲選取以提供有關你的資料的公平及客觀評估，並已就可靠性及公允性進行測試。若我們未能確定於演算法評估中可能使用的資料的準確性，我們將盡力向你尋求澄清。你亦可透過我們可能不時指定的渠道對我們的 BDAI 所作出的決定提出查問或要求作出檢討。

另一名人士的個人資料

15. 若你向我們提供另一名人士的資料，則你應向該名人士提供本通知副本，並應特別告知該名人士我們將會如何使用其資料。

其他

16. 本通知內容概不會限制你作為資料當事人在條例下所享有的權利。
17. 在法律允許的情況下，我們及 Welab 集團其他成員可記錄及監控與你的電子通訊，以確保遵守法律及監管規定及內部政策，以作本通知所概述用途。

18. 於使用我們網上服務時，請同時參閱私隱政策聲明及 cookie 政策（載於網站使用條款及應用程式使用條款）。
19. 本通知應被視為你與我們已訂立或擬訂立的所有合約、協議、申請信貸、開戶文件及其他具約束力安排的重要部分。

注意：中英文版本如有歧義，概以英文版本為準。

2020 年 7 月

版本號：WBL15072020

Welab Bank Limited - Privacy Policy

Privacy Policy Statement

We know that you are concerned with how your personal and financial information is dealt with. This Privacy Policy statement ("**Statement**") sets out our current policies and demonstrates our commitment to your privacy.

By accessing this website (the "**Site**") and any of its pages, you are agreeing to the Statement set out below.

Before using this Site, you should read carefully:

1. this Statement,
2. the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "**Privacy Notice**") (below) which notifies you why data including your personal data is collected, how it will be used and to whom data access requests are to be addressed;
3. the Terms of Use of Website; and
4. the cookie policy, which is set out in the Terms of Use of Website and Terms of Use of App .

The information, material and content provided in the pages of the Site may be changed at any time without notice, and consequently this Statement may change at any time in the future. You agree to review this Statement regularly and your continued access to or use of the Site will mean that you agree to any changes.

Our business has been built on trust between us and our customers. To preserve the confidentiality of all information you provide to us, we have adopted the following privacy principles:

- We will only collect information that we believe to be relevant and required to understand your financial needs and to conduct our business.
- We use your information to provide you with better customer services and products.
- We may pass your information to other WeLab Group companies or agents, as permitted by law.
- We will not disclose your information to any external organisation unless we have your consent or are required by law or have previously informed you.
- We may be required from time to time to disclose your information to governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority.
- We aim to keep your information up-to-date and retain your information only for such periods as necessary.
- We maintain strict security systems designed to prevent unauthorised access to your information by anyone, including our staff.
- All WeLab Group companies, all our staff and all third parties with permitted access to your 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 place in us.

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

This Notice is served by Welab Bank Limited (the "Bank", "we", "us", "our", including our successors and assigns) in accordance with the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region ("Hong Kong"). It is intended to notify you why data including your personal data is collected, how it will be used and to whom data access requests are to be addressed.

For the purposes of this Notice, the "WeLab Group" means the Bank and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of our holding companies, wherever situated.

IMPORTANT: By accessing this website and any of its pages, you are agreeing to the terms set out below. Thank you for choosing us.

COLLECTION OF DATA

20. From time to time, we may collect data of customers and other individuals in connection with the purposes set out in this Notice. These customers and other individuals may include without limitation the following or any of them (collectively the "data subject(s)" "you", "your"):

- (e) applicants for and users of banking or financial services, credit facilities, insurance, securities, investment, wealth management and related services, products and facilities (collectively "Facilities, Products and Services"), provided by us and/or any member of the WeLab Group;
- (f) persons giving or proposing to give security or guarantees for obligations owed to us;
- (g) 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
- (h) other persons who are relevant to a customer's relationship with us.

21. Data which we may collect from you include but is not limited to personal data (including but not limited to your name, identity card number, date of birth, residential and correspondence address, phone number, email address, credit-related information, biometric data such as facial image, fingerprint, finger vein, and your digital footprints such as IP address and GPS location etc.).

22. Failure to supply data to us may result in the Bank not being able to provide (or continue to provide) some or all of the Facilities, Products and Services to you or to the relevant applicants or persons linked to you.

23. We may collect data from you directly, indirectly or from someone acting on your behalf:

- (d) in the ordinary course of our business or the continuation of our relationship with you, for example, data may be collected when you issue cheques, deposit money, effect transactions or when you communicate with us (verbally, electronically or in writing);
- (e) when you browse or use our websites and mobile applications; and/or
- (f) from other sources, for example:
 - (v) any member of the WeLab Group (other than the Bank);
 - (vi) third parties such as our business partners (subject to you giving our business partners consent to transfer your data to us) and credit reference agencies; and/or
 - (vii) the public domain, cookies, behavioural or location tracking tools.

Data may also be combined with other data available to any member of the WeLab Group.

USE OF DATA

24. We will use data for the following purposes or any of them (which may vary depending on the nature of your relationship with us):
- (v) considering and processing your applications for Facilities, Products and Services and facilitating the daily operation of Facilities, Products and Services provided to you, or to the relevant customer or persons linked to you;
 - (w) creating and maintaining our credit and risk related models;
 - (x) conducting credit checks (including without limitation 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);
 - (y) providing bank reference or assisting other financial institutions (inside or outside Hong Kong) to conduct credit checks and collect debts;
 - (z) ensuring your ongoing credit worthiness and good standing;
 - (aa) designing Facilities, Products and Services for your use;
 - (bb) researching, customer profiling and segmentation;
 - (cc) analysing how you access and use our Facilities, Products and Services including those available on our websites and apps;
 - (dd) advertising and marketing Facilities, Products and Services, and other related subjects (as detailed in paragraph 29 below);
 - (ee) determining the amount of indebtedness owed to or by you;
 - (ff) exercising our rights under our contracts with you, including collecting amounts outstanding from you;
 - (gg) meeting our obligations, requirements or arrangements or those of any member of the WeLab Group, whether compulsory or voluntary, to comply with or in connection with:
 - (i) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside 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);
 - (ii) 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 within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance 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;
 - (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement 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 WeLab Group (together the “**Authorities**” and each an “**Authority**”) that is assumed by, imposed on or applicable to us or any member of the WeLab Group;
 - (iv) any agreement or treaty between Authorities;
 - (hh) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the WeLab 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;
 - (ii) conducting any action to meet our obligations or those of any member of the WeLab 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;

- (jj) facilitating consolidated supervision of the WeLab Group for the conduct of internal audit and the performance of risk management;
- (kk) enabling our actual or proposed assignee, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (ll) comparing your data with other persons, financial institutions and/or any member of the WeLab Group for credit checking, data verification or otherwise producing or verifying data in connection with your applications for, or our provisions to you of, the facilities, products and services by us or any member of the WeLab Group, whether or not for the purpose of taking adverse action against you;
- (mm) maintaining a credit history or otherwise, a record of you (whether or not there exists any relationship between you and the Bank) for present and future reference;
- (nn) in connection with the Bank defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal proceeding);
- (oo) in connection with us making or investigating an insurance claim or responding to any insurance related matter, action or proceeding; and/or
- (pp) any other purposes relating to the purposes listed above.

DISCLOSURE OF DATA

25. Data held by us or a member of the WeLab Group will be kept confidential but we or a member of the WeLab Group may disclose ("**disclose**" as defined in the Ordinance) such data to the following parties or any of them (whether within or outside Hong Kong) for the purposes set out in paragraph 24 above:-

- (r) any agent, contractor, sub-contractors of any member of the WeLab Group;
- (s) any third party service providers who provide services to us or any member of the WeLab Group in connection with the operation or maintenance of our business;
- (t) any Authorities;
- (u) any persons under a duty of confidentiality to us or a member of the WeLab Group who have undertaken to keep such data confidential;
- (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (w) any persons acting on your behalf whose data are provided;
- (x) any payment recipients; beneficiaries; account nominees; intermediaries; correspondent and agent banks; clearing houses; clearing or settlement systems; market counterparties; upstream withholding agents; swap or trade repositories; stock exchanges with which you have or propose to have dealings with; companies in which you have an interest in their securities (where such securities are held by us or any member of the WeLab Group), or any persons making any payment into a customer's account;
- (y) credit reference agencies, and, in the event of default, to debt collection agencies;
- (z) any persons to whom we are (or any member of the WeLab Group is) under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraphs 24(gg), 24(hh) or 24(ii) above;

- (aa) any actual or proposed assignee of ours or participant or sub-participant or transferee of our rights in respect of you;
 - (bb) any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us;
 - (cc) any member of the WeLab Group;
 - (dd) third party financial institutions, insurers, credit facilities companies, credit card companies, and securities, commodities and investment services providers;
 - (ee) third party reward, loyalty, co-branding and privileges programme providers;
 - (ff) co-branding partners of ours or any member of the WeLab Group (the names of such co-branding partners can be provided during the application process for the relevant Facilities, Products and Services, as the case may be);
 - (gg) charitable or non-profit making organisations; and
 - (hh) external service providers that we or any member of the WeLab Group engage(s) for the purposes set out in paragraph 24 above.
26. We may transfer your data in and to a place outside Hong Kong in accordance with the local Laws, rules and regulations applicable in the relevant jurisdictions for different purposes including processing and storage.
27. If we engage outsourcing service providers or data processors (whether within or outside Hong Kong), outsourcing service providers or data processors are required to adhere to specific standards, including any standards prescribed by a privacy regulator, to prevent any loss, unauthorized access, use, modification or disclosure of data, either by contractual provisions or other means.

PROVISION OF DATA TO CREDIT REFERENCE AGENCIES (“CRA”) AND DEBT COLLECTION AGENCIES (“DCA”)

28. We may provide the following data relating to you (whether in sole name or joint names with others) to a CRA and/or a DCA.
- (a) Such data may include but not limited to the following relating to you:
 - (i) full name;
 - (ii) capacity in respect of each Facilities, Products and Services (as borrower, mortgagor or guarantor or security provider);
 - (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) account number in respect of each Facilities, Products and Services;
 - (vii) type of the facility in respect of each Facilities, Products and Services;
 - (viii) account status in respect of each Facilities, Products and Services (e.g. active, closed, write-off);
 - (ix) if any, account closed date in respect of each Facilities, Products and Services, and
 - (x) credit application data (including the type and the amount of credit sought).
 - (b) In respect of mortgages, the CRA will also 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.

- (c) 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.
- (d) 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.
- (e) 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.
- (f) For the purpose of this paragraph 28, account repayment data is 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)).
- (g) We may obtain a credit report on you from a CRA 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 CRA.

USE OF DATA IN DIRECT MARKETING

29. We intend to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (g) your name, contact details, products and other services portfolio information, transaction pattern and behaviour, financial background and demographic held by us from time to time may be used by us in direct marketing;
 - (h) information relating to your use of our websites and apps from time to time, whether through cookies or otherwise may be used by us in direct marketing;
 - (i) the following classes of services, products and subjects may be marketed:
 - (v) Facilities, Products and Services;
 - (vi) telecommunications network services, delivery services, travel agency services, hospitality services, food and beverages, automotive products/services, gaming products/services, entertainment and media services, lifestyle products/services, social and healthcare services, electronic and electrical products, merchandise, consumer goods and/or commodities;
 - (vii) reward, loyalty, co-branding or privileges programmes and related services and products; and/or
 - (viii) donations and contributions for charitable and/or non-profit making purposes;
 - (j) the above classes of services, products and subjects may be provided or (in the case of donations and contributions) solicited by us and/or:
 - (vii) any member of the WeLab Group;
 - (viii) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (ix) third party reward, loyalty, co-branding or privileges programme providers;
 - (x) telecommunications network service providers, delivery service providers, travel agencies, hospitality service providers, food and beverages providers, automotive products and/or service providers,

gaming products and/or service providers, entertainment and media service providers, lifestyle products and/or service providers, social and healthcare service providers, merchandise, consumer goods, commodities retailers, distributors and/or manufacturers;

- (xi) co-branding partners of ours or any member of the WeLab Group; and/or
- (xii) charitable or non-profit making organisations;
- (k) in addition to marketing the above Facilities, Products and Services ourselves, we may provide the data described in paragraphs 29(g) and 29(h) above to all or any of the persons described in paragraph 29(j) above for them to market for the classes of services as described in paragraph 29(i), and we need your written consent (which includes an indication of no objection) for that purpose; and
- (l) we may receive money or other property in return for providing the data to the other persons in paragraph 29(j) above and, when requesting your consent or no objection as described in paragraph 29(k) 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 for 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 through the channels specified in paragraph 32 below and other such channels as specified by us from time to time.

DATA ACCESS REQUESTS

30. You have the right:
- (a) to check whether we hold data about you and to access such data;
 - (b) to require us to correct any data relating to you which is inaccurate;
 - (c) to ascertain our policies and practices in relation to data and to be informed of the kind of personal data held by us;
 - (d) in relation to consumer credit, to be informed on request which items of data are routinely disclosed to CRA or DCA, and be provided with further information to enable the making of an access and correction request to the relevant CRA or DCA.
31. 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.
32. 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:

WeLab Bank – Operations Team
Welab Bank Limited
Tsat Tsz Mui P.O. Box 60371, Hong Kong
Email: opt-out@welab.bank
Fax: (852) 3898 6988

USE OF ALGORITHMIC ASSESSMENTS, BIG DATA ANALYTICS AND ARTIFICIAL INTELLIGENCE

33. We may use certain algorithms and big data analytics and artificial intelligence (“**BDAI**”) technologies when considering and processing your application for the establishment of Facilities, Products and Services. The algorithms and BDAI may provide automatic assessments and decisions based on the data we collected from you. The parameters used in these assessments would have been selected to provide a fair and objective assessment of your data and tested for reliability and fairness. If we are uncertain about the accuracy of the data that may be used in an algorithmic assessment, we will endeavour to seek clarification from you. You may also enquire or request reviews on the decisions made by our BDAI applications via the channels which we may designate from time to time.

PERSONAL DATA OF ANOTHER PERSON

34. 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.

OTHERS

35. Nothing in this Notice shall limit your rights as a data subject under the Ordinance.
36. To the extent permitted by law, the Bank and other members of the WeLab Group may record and monitor electronic communications with you to ensure compliance with legal and regulatory obligations and internal policies for the purposes outlined in this Notice.
37. Please also read the Privacy Policy Statement (above) and the cookie policy (set out in the Terms of Use of Website and Terms of Use of App) when using the Bank's online services.
38. This Notice shall be deemed an integral part of all contracts, agreements, application for credit, account opening documents and other binding arrangements which you have entered into or intended to enter into with us.

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

July 2020

Version no.: WBL15072020