

## Policy Statement relating to the Collection and Processing of Personal Data (formerly known as the “Policy Statement relating to the Personal Data (Privacy) Ordinance”)

It is the corporate policy of each of Citibank, N.A. Hong Kong Branch, Citibank (Hong Kong) Limited, Citicorp International Limited and Diners Club International (Hong Kong) Limited (each a “Citi Entity”) to respect and safeguard the privacy of an individual’s personal data. Compliance with the Personal Data (Privacy) Ordinance (the “Ordinance”), and/or any other laws (within or outside the Hong Kong Special Administrative Region) applicable to a Citi Entity’s process and/or use of an individual’s personal data (“Applicable Laws”), is not only the responsibility of the management but also the direct responsibility of every employee of each Citi Entity. This policy statement stipulates clearly (1) our purposes of data collection, (2) the important controls employed by each Citi Entity for protection of personal data, (3) the classes of persons we can transfer personal data to, and (4) the data access and correction rights of customers, guarantors and security providers (each a “Data Subject”).

- (a) From time to time, it is necessary for a Data Subject to supply a Citi Entity with personal data (“data”) in connection with the opening or continuation of accounts and/or the establishment or continuation of banking / credit facilities or provision of banking / financial services.
- (b) Failure to supply such data may result in the relevant Citi Entity being unable to open or continue accounts or establish or continue banking / credit facilities or provide banking / financial services to the Data Subject.
- (c) It is also the case that data are collected from a Data Subject in the ordinary course of the continuation of the banking / financial relationship, for example, when a Data Subject writes cheques, transfers funds, deposits money, effects transactions through cards or discusses / arranges banking / credit facilities for himself / herself or for any third party or otherwise carries out transactions as part of a Citi Entity’s services. A Citi Entity will also collect data relating to the Data Subject from public sources and/or third parties, including without limitation third-party service providers with whom the Data Subject interacts in connection with the marketing of a Citi Entity’s products and services and in connection with the Data Subject’s application for the Citi Entity’s products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”).
- (d) The purposes for which data relating to a Data Subject may be used by a Citi Entity, or any person who has obtained such data from the relevant Citi Entity, are as follows:-
  - i. the daily operation of (including without limitation considering, assessing and processing a Data Subject’s application for) the products, services and credit / financial facilities provided by a Citi Entity or its group company to the Data Subject or any third party when the Data Subject is a guarantor or security provider for such facilities;
  - ii. conducting credit checks and carrying out matching procedures (as defined in the Ordinance) 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 Citi Entity’s credit scoring models;
  - iv. assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
  - v. ensuring the ongoing credit worthiness of a Data Subject (including without limitation for credit, risk and statistical analyses) by a Citi Entity or its group company;
  - vi. designing credit / financial services or related products for a Data Subject’s use;
  - vii. marketing services, products and other subjects in respect of which a Citi Entity may or may not be remunerated (please see further details in paragraph (i) below);
  - viii. determining the amount of indebtedness owed to or by a Data Subject;
  - ix. enforcement of a Data Subject’s obligations, including without limitation the collection of amounts outstanding from a Data Subject, to the Citi Entity or its group company;
  - x. complying with the obligations, requirements or arrangements for disclosing and using data that apply to the relevant Citi Entity or its group company or that it is expected to comply according to:
    - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information or the Foreign Account Tax Compliance Act (FATCA) of the United States);
    - (2) 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 the Hong Kong Special Administrative Region 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 or any guideline or guidance concerning the Foreign Account Tax Compliance Act (FATCA) of the United States); and
    - (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 the relevant Citi Entity or its group company 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 relevant Citi Entity and/or any other use of data and information in accordance with any group-wide programmes (including without limitation those relating to the maintenance, usage and disclosure of records and information that are or may be relevant to any actual or potential litigation, legal proceedings or regulatory enquiry, investigation, examination or enforcement proceedings) for compliance with sanctions or customer due diligence or prevention or detection of money laundering, terrorist financing or other unlawful activities or for the purposes set out in paragraph (d)(x) above;
  - xii. enabling an actual or proposed assignee of the relevant Citi Entity or participant or sub-participant of the relevant Citi Entity’s rights in respect of the Data Subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - xiii. comparing data of the Data Subject 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 Subject;
  - xiv. maintaining a credit history of the Data Subject (whether or not there exists any relationship between the Data Subject and the relevant Citi Entity or the recipient of the data) for present and future reference; and
  - xv. purpose/s relating thereto.
- (e) Data held by a Citi Entity relating to a Data Subject will be kept confidential but, subject to the Data Subject’s separate consent (if and insofar as required by Applicable Laws), a Citi Entity may provide such information to the following parties for the purposes set out in paragraph (d):-
  - i. any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to it in connection with the operation of its business;
  - ii. any other person or entity under a duty of confidentiality to it, including its group company which has undertaken to keep such information confidential;
  - iii. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - iv. third-party service providers with whom the Data Subject has chosen to interact in connection with the Data Subject’s application for a Citi Entity’s products and services;
  - v. other banks and financial services providers to whom the Data Subject has chosen to provide his/her information held by a Citi Entity in connection with the provision of services to the Data Subject by those other banks and financial service providers;
  - vi. credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
  - vii. any person or entity to whom the relevant Citi Entity or its group company is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the relevant Citi Entity or its group company, 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 relevant Citi Entity or its group company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the relevant Citi Entity or its group company 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/or in the future;
  - viii. any financial institution and charge or credit card issuing companies with which the Data Subject has or proposes to have dealings;
  - ix. any other person or entity (including its associated companies or affiliates) who has established or proposes to establish any business relationship with it or the recipient of the data;
  - x. any actual or proposed assignee of the relevant Citi Entity or participant or sub-participant or transferee of the rights of the relevant Citi Entity in respect of the Data Subject, or all or any part of the assets or business of the relevant Citi Entity;
  - xi. any party giving or proposing to give a guarantee or third-party security to guarantee or secure the Data Subject’s obligations; and
  - xii.
    - (1) any members and/or group companies of a Citi Entity;
    - (2) third-party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (3) third-party reward, loyalty, co-branding and privileges programme/s or other related services and/or products providers;
    - (4) co-branding partners of a Citi Entity and/or any other members and/or group companies of a Citi Entity (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 organisations; and
    - (6) third-party 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 a Citi Entity engages for the purposes set out in paragraph (d) above.

Such information may be transferred to a place outside Hong Kong. If and insofar as required by Applicable Laws, a Citi Entity will obtain the Data Subject’s separate consent in relation to such international transfers.

If and to the extent required by Applicable Laws, a Citi Entity will, prior to sharing the Data Subject’s personal data with third parties, notify the Data Subject of the name and contact details of the recipients, the purposes and means of processing and provision of the Data Subject’s personal data, and the types of personal data to be provided and shared, and obtain the Data Subject’s separate consent to the sharing of the Data Subject’s personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Policy Statement and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by Applicable Laws, in accordance with Applicable Laws.

- Some of the data collected by a Citi Entity may constitute sensitive personal data under Applicable Laws. If and insofar as required by Applicable Laws, the Citi Entity will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. If and insofar as required by Applicable Laws, such sensitive personal data will be processed with the Data Subject's separate consent.
- (f) Of the data which may be collected or held by a Citi Entity from time to time in connection with mortgages and/or mortgage application(s) in relation to 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 April 1, 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 Citi Entity, on its own behalf and/or as agent, to credit reference agencies:
- (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 facility in respect of each mortgage; (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); (ix) if any, mortgage account closed date in respect of each mortgage; (x) mortgage application date; and (xi) where there is any outstanding material default of a mortgage loan, account general data together with the default data relating to such material default. Credit reference agencies will use the above data supplied by the relevant Citi Entity for the purposes of compiling a count of the number of mortgages from time to time held by the Data Subject with credit providers, 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 databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (g) Of the data which may be collected or held by a Citi Entity from time to time in connection with consumer credit, 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 Citi Entity to credit reference agencies:
- (i) full name; (ii) correspondence address; (iii) contact information; (iv) date of birth; (v) Hong Kong Identity Card Number or travel document number; (vi) credit application data that do not relate to a mortgage loan; (vii) account general data; (viii) account repayment data; and (ix) credit card loss data.
- (h) For the purpose of paragraph (e)(vi) above, the Citi Entity shall access and obtain from the credit reference agencies such personal and account information or records of the Data Subject (including information about the number of mortgage count) held by credit reference agencies in accordance with the Ordinance. Without prejudice to the foregoing, the Citi Entity may from time to time access the personal and account information or records of the Data Subject (including information about the number of mortgage count) held by credit reference agencies for reviewing any of the following matters in relation to the existing credit facilities granted to the Data Subject or to a third party which obligations are guaranteed by the Data Subject:
- i. an increase in the credit amount;
  - ii. the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
  - iii. the putting in place or the implementation of a scheme of arrangement with the Data Subject or the third party.
- (i) **USE OF DATA IN DIRECT MARKETING**
- A Citi Entity intends to use a Data Subject's data in direct marketing and the relevant Citi Entity 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 a Citi Entity from time to time may be used by any Citi Entity or group company 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, co-branding or privileges programmes and related services and products;
    - (3) services and products offered by a Citi Entity'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;
  - iii. the above services, products and subjects may be provided or (in case of donations and contributions) solicited by a Citi Entity and/or:
    - (1) a Citi Entity and any other members and/or group companies of a Citi Entity;
    - (2) third-party financial institutions, insurers, credit card companies, securities and investment services providers;
    - (3) third-party reward, loyalty, co-branding or privileges programmes, or other related services and/or products providers;
    - (4) co-branding partners of a Citi Entity and/or any other members and/or group companies of a Citi Entity (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 organisations;
  - iv. in addition to marketing the above services, products and subjects itself, a Citi Entity also intends to provide the data described in paragraph (i) (i) above to all or any of the persons described in paragraph (i)(iii) above for use by them in marketing those services, products and subjects, and the relevant Citi Entity requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;
  - v. a Citi Entity may receive money or other property in return for providing the data to the other persons in paragraph (i)(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph (i)(iv) above, the relevant Citi Entity 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 a Citi Entity 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 relevant Citi Entity.**
- (j) **TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S OTHER BANKS AND THIRD-PARTY SERVICE PROVIDERS USING CITI ENTITY APPLICATION PROGRAMMING INTERFACES (API)**
- A Citi Entity may, in accordance with the Data Subject's instructions to the Citi Entity, other banks providing services to the Data Subject or third-party service providers (including other financial service providers) engaged by the Data Subject, transfer Data Subject's data to such other banks and third-party service providers using the Citi Entity's API for the purposes notified to the Data Subject by the Citi Entity, the Data Subject's other banks or third-party service providers and/or as consented to by the Data Subject in accordance with the Ordinance.
- (k) Under and in accordance with the terms of the Ordinance and/or Applicable Laws, and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:-
- i. to check whether a Citi Entity holds data about him / her and access to such data;
  - ii. to require a Citi Entity to correct any data relating to him / her which is inaccurate;
  - iii. to ascertain a Citi Entity's policies and practices in relation to data and to be informed of the kind of personal data held by that Citi Entity;
  - iv. in relation to consumer credit and mortgage loans, 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies), as the case may be;
  - v. in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by a Citi Entity to a credit reference agency, to instruct the relevant Citi Entity, 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 five years of termination and at no time was there any default of payment, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data including 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 relevant Citi Entity to the 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)); and
  - vi. if and insofar as required by Applicable Laws,
    - (a) to request a Citi Entity to delete his/her personal data;
    - (b) to object to certain uses of his/her personal data;
    - (c) to request an explanation of the rules governing the processing of his/her personal data;
    - (d) to ask that the Citi Entity transfer personal data that he/she has provided to the Citi Entity to a third party of his/her choice under circumstances as provided under Applicable Laws;
    - (e) to withdraw any consent for the collection, processing or transfer of his/her personal data (the Data Subject should note that withdrawal of their consent may result in the Citi Entity being unable to open or continue accounts or establish or continue banking facilities or provide banking, financial and/or other related services or products); and
    - (f) to have decisions arising from automated decision making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.
- (l) 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 (k)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (m) In the event of any amount being written off due to a bankruptcy order being made against the Data Subject, the account repayment data (as defined in paragraph (k)(v) above) may be retained by credit reference agencies, 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 the Data Subject's discharge from bankruptcy as notified by the Data Subject with evidence to the credit reference agency(ies), whichever is earlier.
- (n) A Citi Entity may have obtained credit report(s) on the Data Subject from credit reference agency(ies) in considering any application for credit. In the event the Data Subject wishes to access the credit report(s), the Citi Entity will advise him/her of the contact details of the relevant credit reference agency(ies).
- (o) Data of a Data Subject may be processed, kept, transferred or disclosed in and to any country as the Citi Entity or any person who has obtained such data from Citi Entity referred to in paragraph (e) above considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (p) In accordance with the terms of the Ordinance and/or Applicable Laws, a Citi Entity has the right to charge a reasonable fee for the processing of any data access request.
- (q) In respect of each Citi Entity, 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 as follows:
- | Attention to | The Data Protection Officer  | The Data Protection Officer   |
|--------------|--|---|
| Citi Entity  | Citibank, N.A., Hong Kong Branch or Citicorp International Limited | Citibank (Hong Kong) Limited or Diners Club International (Hong Kong) Limited |
| Address      | 50/F, Champion Tower, Three Garden Road, Central, Hong Kong        | Citi Tower, One Bay East, 83 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong      |
- (r) Nothing in this Policy Statement shall limit the rights of Data Subjects under the Ordinance and/or Applicable Laws.
- (s) You may, at any time, choose not to receive our promotional materials. Please let us know in writing in case of such a request.



## 關於收集和處理個人資料的政策指引 [原稱“關於《個人資料(私隱)條例》的政策指引”]

重視和保障個人資料的私隱權是花旗銀行香港分行、花旗銀行(香港)有限公司、花旗國際有限公司和大來信用証國際(香港)有限公司(各稱為「Citi機構」)的政策。遵守個人資料(私隱)條例(「私隱條例」)，及/或任何其他適用於Citi機構處理和/或使用個人資料之法律(包括香港特別行政區境內或境外之法律)(「適用法律」)，不單是管理階層的責任，也是各Citi機構每位職員的直接責任。本政策指引清楚規定以下各項：(1)各Citi機構收集個人資料的目的；(2)各Citi機構為保護個人資料而採取的重要措施；(3)可獲Citi機構轉移個人資料的人士的類別；及(4)客戶、擔保人和抵押品提供者(各稱為「資料當事人」)查閱及改正資料的權利。

- (a) 資料當事人在申請開立或延續戶口及/或建立或延續銀行/信貸安排或要求提供銀行/財務服務時，不時須要向Citi機構提供有關的個人資料(「資料」)。
- (b) 若資料當事人未能提供該個人資料，有關的Citi機構可能無法為資料當事人開立或延續戶口或建立或延續銀行/信貸安排，或可能無法向資料當事人提供銀行/財務服務。
- (c) Citi機構在與資料當事人的正常銀行/財務的業務往來過程中，例如資料當事人簽發支票、資金轉賬或使用卡存款或進行交易或為自己或任何第三者洽商/安排銀行/信貸服務，或以其他方式進行作為Citi機構所提供服務一部分的交易時，亦會收集到資料當事人的資料。Citi機構亦會向公開渠道及/或第三方(包括資料當事人因Citi機構產品及服務的推廣以及申請Citi機構產品及服務而接觸的第三方服務供應商)收集與資料當事人有關的資料(包括從獲核准加入多家個人信貸資料服務機構營運模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」)接收個人資料)。
- (d) 有關資料當事人的資料可能會由Citi機構或向有關的Citi機構取得該資料的任何人士作以下用途：
- 用於Citi機構或其集團公司向資料當事人或由資料當事人作為擔保人或抵押品提供者並向任何第三者提供的產品，服務及信貸/財務安排的日常運作(包括但不限於考慮、評估及處理資料當事人就上述產品，服務及信貸/財務安排的申請)；
  - 於資料當事人申請信貸時及於每年(通常一次或多於一次)的定期或特別信貸覆核時進行信貸檢查和核對程序(定義見《私隱條例》)；
  - 制定和維持Citi機構的信貸評分模式；
  - 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者(以下簡稱「信貸提供者」)進行信貸檢查和追討債務；
  - Citi機構或其集團公司用於確保資料當事人維持可靠信用(包括但不限於作信用、風險及統計分析)；
  - 設計供資料當事人使用的信貸/財務服務或有關產品；
  - 宣傳服務，產品及其他標的(Citi機構可就此等服務或產品獲得或不獲任何報酬)(詳情請參閱下文(i)段)；
  - 確定拖欠資料當事人或資料當事人拖欠的債務金額；
  - 強制執行資料當事人對Citi機構或其集團公司的責任，包括但不限於追收資料當事人的欠款；
  - 履行根據下列適用於Citi機構或任何其他成員及/或集團公司或Citi機構或任何其他成員及/或集團公司被期望遵守就被披露及使用資料的義務、規定或安排；
    - 不論於香港特別行政區境內或境外及不論目前或將來存在對其具法律約束力或適用的任何法律(例如：稅務條例及其條款，包括有關自動交換財務賬戶資料的條款，或就美國法下的外國賬戶稅務合規法案(FATCA)的條款)；
    - 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、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作出或發出的任何指引或指導(例如：由稅務局提供及發出的指引及指示，包括有關自動交換財務賬戶資料的指引及指示，或就美國法下的外國賬戶稅務合規法案(FATCA)的指引及指示)；及
    - Citi機構或任何其他成員及/或集團公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、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承擔或被彼等施加的任何目前或將來的合約或其他承諾；
  - 遵守Citi機構集團為符合制裁或客戶盡職審查或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動或為履行上述第(d)(x)項而制訂的任何方案(方案包括但不限於維護、使用及披露與實際或潛在的訴訟、法律程序或監管查詢、調查、檢查或執法程序有關或可能有關的紀錄及資料)，就於Citi機構集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
  - 讓有關的Citi機構的實際或建議承讓人，或讓有關的Citi機構對資料當事人的權利的參與人或附屬參與人，評核擬作為有關轉讓、參與或附屬與標的的交易；
  - 將資料當事人或其他人士的資料作比較，以進行信貸調查、資料核實或以其他方法製作或核實資料，不論是否為了對資料當事人採取不利行動；
  - 不論資料當事人與有關的Citi機構或取得有關資料的人士之間是否存在任何關係，作為資料當事人的信貸紀錄，以供其現在或將來參考之用；及
  - 與上述各項有關的用途。
- (e) Citi機構會把其取得有關資料當事人的資料保密處理，但Citi機構(如適用法律適用並有此要求，在獲得資料當事人的單獨同意的情况下)可能會就第(d)項載明的用途把該等資料提供予下列任何一方：
- 任何代理人、承包商或就Citi機構的業務運作向其提供行政、電訊、電腦、付款、債務追討、證券結算或其他服務的第三者服務供應商；
  - 對Citi機構負有保密責任的任何其他人或機構，包括該Citi機構同一集團內已承諾將有關資料保密處理的公司；
  - 向出票人提供已付訖支票副本(可能載有收款人的資料)的付款銀行；
  - 資料當事人因申請Citi機構產品及服務而選擇接觸的第三方服務供應商；
  - 資料當事人因其他銀行及金融服務供應商向其提供服務而選擇提供Citi機構所持有的其資料的其他銀行及金融服務供應商；
  - 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料庫之經營者)，以及如資料當事人欠賬，則可將該等資料提供給追討欠款公司；
  - Citi機構或其集團公司根據對Citi機構或其集團公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、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作出或發出的並期望Citi機構或其集團公司遵守的任何指引或指導，或根據Citi機構或其集團公司向本地或外地的法律、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的任何合約或其他承諾(以上不論於香港特別行政區境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
  - 資料當事人現在或建議與之有任何業務往來的財務機構和消費卡或信用卡發卡公司；
  - 任何已與或將會與Citi機構或取得有關資料的人士建立任何業務關係的其他人士或機構(包括其相聯公司或聯號公司)；
  - 有關的Citi機構的任何實際或建議承讓人，或有關的Citi機構對資料當事人的權利或有關的Citi機構全部或任何部份的資產或業務的參與人或附屬參與人或受讓人；
  - 對資料當事人的責任提供或計劃提供擔保或第三者抵押的任何人等；及
  - Citi機構的任何其他成員及/或集團公司；
    - 第三方財務機構、保險公司、信用卡機構、證券及投資服務供應商；
    - 第三方獎賞、顧客忠誠，合作品牌及優惠計劃或其他相關服務及/或產品供應商；
    - Citi機構的聯營品牌合作夥伴及/或Citi機構的任何其他成員及/或集團公司(此等聯營品牌合作夥伴的名稱載於有關服務及產品(視情況而定)的申請表)；
    - 慈善或非牟利機構；及
    - Citi機構就上文第(d)項載明的用途聘請的第三方服務供應商(包括但不限於郵遞公司、電訊公司、電話推銷及直銷代理機構、電話客戶服務中心、資料處理公司及資訊技術中心等)。

該等資料可能被轉移至香港境外。如適用法律適用並有此要求，Citi機構將徵求資料當事人針對該等跨境傳輸活動的單獨同意。

如適用法律適用並有此要求，Citi機構將在和第三方共享資料當事人的個人資料前，告知資料當事人接收方的姓名和聯繫方式、處理和提供其個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求資料當事人對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本政策指引下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或(如適用法律適用並有此要求)前述的個人資料接收方將按照適用法律使用及保存個人資料。

Citi機構收集的部分資料可能構成適用法律下的「敏感個人信息」，如適用法律適用並有此要求，Citi機構只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，才會處理敏感個人信息。如適用法律適用並有此要求，該等敏感個人信息將在獲得資料當事人的單獨同意後才進行處理。

- (f) 在Citi機構就按揭及/或按揭申請可能不時收集或持有的資料中(不論以借款人、按揭人或擔保人身份, 以及不論以資料當事人本人單名或與其他人士聯名方式)及於2011年4月1日當日或以後申請的按揭有關的資料, 下述與資料當事人有關的資料(包括下述任何資料的任何經更新資料)可由Citi機構及/或以代理人的名義提供予信貸資料服務機構:
- (i)全名;(ii)就每項按揭中的身份(即作為借款人、按揭人或擔保人, 及以資料當事人本人單名或與其他人士聯名方式);(iii)香港身份證號碼或旅遊證件號碼;(iv)出生日期;(v)通訊地址;(vi)與每項按揭有關的按揭賬戶號碼;(vii)與每項按揭有關的貸款類別;(viii)就每項按揭有關的按揭賬戶狀況(如有效、已結束、已撇賬(因破產令導致除外)、因破產令導致已撇賬);(ix)與每項按揭有關的按揭賬戶結束日期(如有);(x)按揭申請日期;及(xi)(若發生與按揭貸款有關的任何未償還重大拖欠事宜)一般賬戶資料連同與該項重大拖欠有關的拖欠資料。信貸資料服務機構將使用上述由Citi機構提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身份, 及以資料當事人本人單名或與其他人士聯名方式)不時於信貸提供者所持有的按揭宗數, 並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據《私隱條例》核准及發出的個人信貸資料實務守則的規定所限)。
- (g) 在Citi機構就資料當事人信貸可能不時收集或持有的資料中, 下述與資料當事人有關的資料(包括下述任何資料當中不時更新之任何資料)可由Citi機構提供予信貸資料服務機構:
- (i)全名;(ii)通訊地址;(iii)聯絡資料;(iv)出生日期;(v)香港身份證號碼或旅遊證件號碼;(vi)與按揭貸款無關的信貸申請資料;(vii)一般賬戶資料;(viii)賬戶還款資料;及(ix)信用卡遺失資料。
- (h) 就上文第(e)(vi)項而言, Citi機構須向信貸資料服務機構查閱及索取該信貸資料服務機構根據《私隱條例》持有有關資料當事人的個人和賬戶資訊或紀錄(包括有關按揭宗數的資料)。在不損害前述條文的原則下, Citi機構可不時查閱由信貸資料服務機構持有有關資料當事人的個人和賬戶資訊或紀錄(包括有關按揭宗數的資料), 藉此就資料當事人或第三者(由資料當事人就該第三者的責任提供擔保)現時所獲批的信貸安排審核以下事項: i.增加信貸額; ii.削減信貸, 包括取消信貸或調低信貸額;或iii.與資料當事人或第三者訂立債務安排計劃, 或實施與資料當事人或第三者訂立的債務安排計劃。
- (i) 在直接促銷中使用資料
- Citi機構擬把資料當事人資料用於直接促銷, 而Citi機構為該用途須獲得資料當事人同意(包括表示不反對)。就此, 請注意:
- i. Citi機構可能把Citi機構不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷;
- ii. 可用作促銷下列類別的服務、產品及促銷標的:
- (1) 財務、保險、信用卡、銀行及相關服務及產品;
- (2) 獎賞、資料當事人或會員或優惠計劃及相關服務及產品;
- (3) Citi機構合作品牌夥伴提供之服務及產品(該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
- (4) 為慈善及/或非牟利用途的捐款及捐贈;
- iii. 上述服務、產品及促銷標的可能由Citi機構及/或下列各方提供或(就捐款及捐贈而言)徵求:
- (1) Citi機構集團成員及其成員公司;
- (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商;
- (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商;
- (4) Citi機構及其成員公司之合作品牌夥伴(視乎情況, 該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明);及
- (5) 慈善或非牟利機構;
- iv. 除由Citi機構促銷上述服務、產品及促銷標的以外, Citi機構亦擬將以上(i)(i)段所述的資料提供予以上(i)(iii)段所述的全部或任何人士, 以供該等人士在促銷該等服務、產品及促銷標的中使用, 而Citi機構為此用途須獲得資料當事人書面同意(包括表示不反對);
- v. Citi機構可能因如以上(i)(iv)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Citi機構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, Citi機構會於以上(i)(iv)段所述徵求資料當事人同意或不反對時如實通知資料當事人。
- 如資料當事人不希望Citi機構如上述使用其資料或將其資料提供予其他人士作直接促銷用途, 資料當事人可通知Citi機構行使其選擇權拒絕促銷。
- (j) 使用Citi機構應用程式介面(「API」)向資料當事人的其他銀行及第三方服務供應商轉移個人資料
- Citi機構可根據資料當事人向Citi機構、向資料當事人提供服務的其他銀行或資料當事人使用之第三方服務供應商(包括其他金融服務供應商)所發出的指示, 使用Citi機構的API向該等其他銀行及第三方服務供應商轉移資料當事人的資料, 以作Citi機構、資料當事人的其他銀行或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據《私隱條例》所同意的用途。
- (k) 根據並按照《私隱條例》及/或適用法律的條款和根據《私隱條例》核准及發出的個人信貸資料實務守則, 任何人均有權採取以下行動:
- i. 審查Citi機構是否持有他/她的資料及查閱有關資料;
- ii. 要求Citi機構改正有關他/她不準確的資料;
- iii. 確定有關的Citi機構對資料的政策和慣常做法, 以及獲告知該Citi機構所持有的個人資料的類別;
- iv. 就個人信貸及按揭貸款而言, 要求獲告知慣常向信貸資料服務機構或收數公司披露的資料, 以及要求獲提供其他資料, 藉此向有關的信貸資料服務機構或收數公司(視情況而定)提出查閱及改正資料的要求;
- v. 就Citi機構向信貸資料服務機構提供的任何賬戶資料(為免生疑問, 包括任何賬戶還款資料), 於全數清還欠賬後結束賬戶時, 指示Citi機構要求信貸資料服務機構自其資料庫中刪除該等賬戶資料, 但指示必須於賬戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過60日的欠款。賬戶還款資料包括上次到期的還款額, 上次報告期間(即緊接Citi機構上次向信貸資料服務機構提供賬戶資料前不多於31日的期間)所作還款額, 剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數, 清還過期欠款的日期, 及全數清還拖欠為期超過60日的欠款的日期(如有));及
- vi. 如適用法律適用並有此要求,
- (a) 要求Citi機構刪除其個人資料;
- (b) 反對以某種特定方式使用其個人資料;
- (c) 要求對處理其個人資料的規則進行解釋說明;
- (d) 且滿足適用法律的要求的情況下, 要求Citi機構將其向Citi機構提供的個人資料轉移給其選擇的第三方;
- (e) 撤回對收集、處理或轉移其個人資料的同意(資料當事人應注意, 資料當事人撤回他們的同意可能導致Citi機構無法開立或延續賬戶或建立或延續銀行信貸或提供銀行、財務及/或其他相關服務或產品);及
- (f) 要求對自動化決策過程中產生的決策進行解釋, 以及拒絕接受僅由自動化決策技術作出的決定。
- (l) 如賬戶出現任何拖欠還款情況, 除非拖欠金額在由拖欠日期起計60日屆滿前全數清還或已撇賬(因破產令導致撇賬除外), 否則賬戶還款資料(定義見以上(k)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- (m) 如資料當事人因被頒布破產令而導致任何賬戶金額被撇賬, 不論賬戶還款資料有否顯示任何拖欠為期超過60日的還款, 該賬戶還款資料(定義見以上(k)(v)段)會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年, 或由資料當事人提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年(以較早出現的情況為準)。
- (n) Citi機構在考慮任何貸款申請時, 可能已從信貸資料服務機構取得與資料當事人有關的信貸報告。若資料當事人擬取得該信貸報告, Citi機構會將有關信貸資料服務機構的聯絡詳情告知資料當事人。
- (o) 資料當事人的資料可在及可向Citi機構或如前文第(e)項所指向Citi機構取得有關資料的任何人認為合適的國家處理、保存、傳達或披露。有關資料亦可根據該國的地方慣例和法律、條款及細則(包括任何政府行政措施和政令)處理、保存、傳達或披露。
- (p) 根據《私隱條例》及/或適用法律的條款, Citi機構有權就處理任何查閱資料的要求收取合理費用。
- (q) 對各Citi機構而言, 有關查閱或改正資料或查詢有關資料政策或慣常做法或所持資料的類型的的要求應向以下人士提出:

致	資料保護主任	資料保護主任
Citi機構	花旗銀行香港分行 或 花旗國際有限公司	花旗銀行(香港)有限公司 或 大來信用証國際(香港)有限公司
地址	香港中環花園道3號冠君大廈50樓	香港九龍觀塘海濱道83號花旗大樓

- (r) 本政策指引並不限制資料當事人在《私隱條例》及/或適用法律下享有的權利。
- (s) 閣下可隨時選擇不再收取Citi機構的宣傳郵件, 如有需要, 請以書面形式通知Citi機構。
- 二零二五年九月

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花旗香港  
依美國法律成立的有限責任組織