

關於《個人資料(私隱)條例》("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《私隱條例》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，不時需要向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、資金轉帳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/信貸安排，亦會收集到資料當事人的資料。
- (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：
 - i. 用於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服務及信貸/財務安排的日常運作；
 - ii. 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》)；
 - iii. 制定和維持Citi機構的信貸評分模式；
 - iv. 協助其他財務機構進行信貸檢查和追討債務；
 - v. 確保資料當事人維持可靠信用；
 - vi. 設計供資料當事人使用的信貸/財務服務或有關產品；
 - vii. 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)；
 - viii. 確定拖欠資料當事人或資料當事人拖欠的債務金額；
 - ix. 強制執行資料當事人的責任，包括但不限於追收資料當事人的欠款；
 - x. 履行根據下列適用於Citi機構或任何其它成員及/或集團公司或Citi機構或任何其它成員及/或集團公司被期望遵守的就披露及使用資料的義務、規定或安排；
 - (1) 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)；
 - (2) 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)；
 - (3) Citi機構或任何其它成員及/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；
 - xi. 遵守Citi機構為符合制裁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的任何方案就於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；
 - xii. 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；
 - xiii. 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；
 - xiv. 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
 - xv. 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：
 - i. 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；
 - ii. 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；
 - iii. 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；
 - iv. 信貸資料服務機構以及如資料當事人欠帳，則可將該等資料提供給追討欠款公司；
 - v. 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；
 - vi. 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；
 - vii. 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)；
 - viii. 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；
 - ix. 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
 - x.
 - (1) Citi機構的任何其它成員及/或集團公司；
 - (2) 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；
 - (3) 第三方獎賞、顧客忠誠，合作品牌及優惠計劃或其它相關服務及/或產品供應商；
 - (4) Citi機構的聯營品牌合作夥伴及/或Citi機構的任何其它成員及/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)；
 - (5) 慈善或非牟利機構；及
 - (6) 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。
- (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、按揭人或擔保人身分，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帳戶號碼；(vii) 與每項按揭有關的貸款類別；(viii) 就每宗按揭有關的按揭帳戶狀況(如有效、已結束、已

撤帳(因破產令導致除外)、因破產令導致已撤帳);(ix)與每項按揭有關的按揭帳戶結束日期(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重大拖欠事宜)一般帳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、按揭人或擔保人身分,及以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數,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(包括下述任何資料的任何經不時更新之資料)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)一般帳戶資料;(viii)帳戶還款資料;及(ix)信用卡遺失資料。
- (h) 就上文第(e)(iv)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帳戶資訊或紀錄(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帳戶資訊或紀錄(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是通知資料當事人。

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) 根據並按照《私隱條例》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;及
 - v. 就Citi機構向信貸資料服務機構提供的任何帳戶資料(為免生疑問,包括任何帳戶還款資料),於全數清還欠帳後結束帳戶時,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帳戶資料,但指示必須於帳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。帳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帳戶資料前不多於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))。
- (k) 如帳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撤帳(因破產令導致撤帳除外),否則帳戶還款資料(定義見以上(j)(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。
- (l) 如資料當事人因被頒布破產令而導致任何帳戶金額被撤帳,不論帳戶還款資料有否顯示任何拖欠為期超過60日的還款,該帳戶還款資料(定義見以上(j)(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)。
- (m) 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客戶有關的信貸報告。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。
- (n) 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、規則和規則(包括任何政府行政措施和政令)處理、保存、傳達或披露。
- (o) 根據《私隱條例》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。
- (p) 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

- (q) 本政策指引並不限制資料當事人在《私隱條例》下享有的權利。
- (r) 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。

Policy Statement relating to the Personal Data (Privacy) Ordinance (the "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 Ordinance is not only the responsibility of the management but also 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 right 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.
- (d) The purpose 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 the services and credit / financial facilities provided 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 financial institutions to conduct credit checks and collect debts;
 - v. ensuring ongoing credit worthiness of a Data Subject;
 - 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;
 - 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);
 - (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 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 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 relating thereto.
- (e) Data held by a Citi Entity relating to a Data Subject will be kept confidential but it 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. credit reference agencies, and, in the event of default, to debt collection agencies;
 - v. 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 in the future;
 - vi. any financial institution and charge or credit card issuing companies with which the Data Subject has or proposes to have dealings;
 - vii. any other person or entity (including its associated companies or affiliates) who has established or proposes to establish any business relationship with it or recipient of the data;
 - viii. 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;
 - ix. any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subject's obligations; and
 - x. (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 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.
- (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 the 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);

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

(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.

The credit reference agency 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 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).

- (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 the credit reference agency:
- (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)(iv) 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 a credit reference agency 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 a credit reference agency 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 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) 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:-
- 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 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, as the case may be; and
 - 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 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 relevant Citi Entity 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)).
- (k) 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 (j)(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.
- (l) 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 (j)(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 the Data Subject's discharge from bankruptcy as notified by the Data Subject with evidence to the credit reference agency, whichever is earlier.
- (m) A Citi Entity may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the Data Subject wishes to access the credit report, the Citi Entity will advise the contact details of the relevant credit reference agency.
- (n) 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.
- (o) In accordance with the terms of the Ordinance, a Citi Entity has the right to charge a reasonable fee for the processing of any data access request.
- (p) 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

- (q) Nothing in this Policy Statement shall limit the rights of Data Subjects under the Ordinance.
- (r) You may, at any time, choose not to receive our promotional materials. Please let us know in writing in case of such a request.