

**BANK OF INDIA  
HONG KONG BRANCH**  
**Notice relating to the Personal Data (Privacy) Ordinance**

This notice relating to the Personal Data (Privacy) Ordinance (“**Notice**”) sets out the data policies of the Bank of India Hong Kong Branch (“**Bank**”). The purpose of this Notice is to establish the policies and practices of the Bank’s commitment to protect the privacy of personal data and to act in compliance with the Personal Data (Privacy) Ordinance (“**PDPO**”) and the relevant guidelines issued by the Privacy Commissioner for Personal Data.

“**Bank of India Group**” means the Bank, its holding company(ies), its affiliates, subsidiaries, associated entities and of their branches and representative offices (together or individual) within or outside the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”).

References to “**Data Subjects**” in this Notice means the customers of the Bank and various other persons, among others, applicants for banking or financial services and facilities, sureties and persons providing security or guarantee or any form of support for obligations owed to the Bank, shareholders, directors, corporate officers and managers of a corporate customer or applicant, sole proprietors, partners or members of a partnership, beneficial owner, suppliers, contractors, service providers, account holder of a designated account, representatives, agents or nominees of a customer and other contractual counterparties supplying data (including personal data as defined in the PDPO) to the Bank.

For the compliance with the PDPO, the Bank would like to inform Data Subjects of the following:

- (1) It is necessary for Data Subjects to, from time to time, supply the Bank with data relating to various matters such as the opening or continuation of accounts, the establishment or continuation of banking facilities, the provision of banking and other financial services, or the provision of supplies or services to the Bank and Data Subjects or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking or other financial services, or accept or continue with the provision of supplies or services.
- (3) Further, data is collected from Data Subjects in the ordinary course of the continuation of the relationships with them, for example, when Data Subjects issue cheques, deposit money, provide instructions or otherwise carry out transactions as part of the Bank’s services. The Bank will also collect data relating to the Data Subjects from third parties, including third party service providers with whom the Data Subjects interact in connection with the marketing of the Bank’s products and services and in connection with the Data Subjects’ application for the Bank’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 Agency**” or in plural form “**Credit Reference Agencies**”). Data may also be generated or combined with other information available to the Bank or any member of the Bank of India Group.

**TYPES OF PERSONAL DATA COLLECTED BY THE BANK**

- (4) The Bank may collect the following types of personal data about the Data Subjects, as relevant and permitted or required by the applicable law:
  - information that allows sending, addressing or communicating a message to the Data Subjects, including but not limited to phone or mobile number, residential or business address and email address;
  - information that identifies (uniquely or semi uniquely) the Data Subjects, including but not limited to name, date of birth, gender, user login credentials, photographs, CCTV and video recordings and other identifiers, including official, government or other identifiers such as identification card number, passport number and tax identification number;
  - information about associations, relations or close connections between individuals or entities that can determine Data Subjects’ identities, including but not limited to spouse or employer relationships;
  - information about Data Subjects’ educational, vocational or professional background;
  - information relating to Data Subjects contained in messaging, email, voice, livechats and other kinds of communications the Bank has with the Data Subjects. For example, service requests;
  - Data Subjects’ account and transaction information or information that identifies Data Subjects’ wealth or financial positions and background, income, social status and personal history etc. as

- necessary to provide relevant products and services, including but not limited to Data Subjects' debit or credit card details, source of fund assets, financial and credit rating history;
- information that identifies the Data Subjects physically, including but not limited to, facial recognition information, fingerprint, voice recognition or other biological identifiers information;
  - information relating to Data Subjects' health status including but not limited to information relevant to accessibility;
  - information that provides or contains an electronic or digital device's location, including but not limited to Data Subjects' internet protocol address or cookies identifier;
  - information that describes Data Subjects' behavioural characteristics relating to their use of the Bank's products and services, including but not limited to usual transactional activities, Data Subjects' browsing behaviours on the Bank's online platforms and how Data Subjects interact as users of the Bank's products and services, or those provided by third-party entities, such as the Bank's advertising partners, analytical providers and social media platform providers;
  - information relating to legal proceedings that relate to the Data Subjects; and
  - information about criminal convictions, criminal or regulatory investigation or related information that the Bank identifies in relation to the Bank's financial crime prevention obligations, for example, details about any criminal convictions or related information. This includes details of offences or alleged offences or convictions.

## **PURPOSES TO USE AND COLLECT PERSONAL DATA**

- (5) All personal data collected will only be used for purposes which are directly related to the Bank's functions, operations or activities. Personal data collected may be, when necessary, transferred to third parties (as those set out in paragraph (8)-(14)) when necessary for the same purposes.
- (6) The purposes for which data relating to a Data Subject may be used will vary depending on the nature of the Data Subject's relationship with the Bank. Broadly, they may comprise any or all of the following purposes:
- (i) considering, assessing and processing of applications for banking and/or other financial services and facilities;
  - (ii) provision of operation of the services and credit facilities provided by or to the Bank or to Data Subjects;
  - (iii) provision of references (status enquiries);
  - (iv) conducting credit and other status checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (v) assisting other credit providers in Hong Kong approved for participation in the Credit Reference Agencies and other financial institutions or agencies to conduct credit checks and collect debts;
  - (vi) considering, accessing or ensuring ongoing credit-worthiness of the Data Subjects;
  - (vii) accessing, researching and/or designing financial services or related products for Data Subjects' use;
  - (viii) marketing services, products and other subjects (please see further details in paragraph (15) below);
  - (ix) conducting and operating internal controls including determining the amount of indebtedness owed to or by the Data Subjects;
  - (x) performing treasury functions;
  - (xi) provision of investment management and other related services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a Data Subject holds with the Bank;
  - (xii) verifying the data or information provided by any other Data Subjects or third parties;
  - (xiii) the enforcement of Data Subjects' obligations, including without limitation the collection of amounts outstanding from Data Subjects and those providing security or guarantee for the Data Subjects' obligations;
  - (xiv) for operational purposes, credit assessment, credit scoring models or statistical analysis (including in each case, behaviour analysis and evaluation on overall relationship with the Bank or any member of the Bank of India Group which includes using such data to meet or comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with the Bank or any member of the Bank of India Group 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), whether on the Data Subjects or otherwise;
  - (xv) meeting or complying with the obligations, requirements, policies, procedures or arrangements for sharing, disclosing and using data and information (within or outside Hong Kong) that apply to the Bank or any member of the Bank of India Group 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, or that it is expected to comply according to:

1. any law binding or applying to it within or outside Hong Kong existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
  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 Hong Kong existing currently and in the future (including but not limited to guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); 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 Bank or any member of the Bank of India Group by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xvi) enabling an actual or proposed assignee of the Bank or any member of the Bank of India Group, or participant or sub-participant of the rights of the Bank or any member of the Bank of India Group in respect of the Data Subjects, to evaluate, enter into and administer the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xvii) purposes specifically provided for in any particular service or facility offered by the Bank. Such procedures include matching procedures (as defined in the PDPO, but broadly includes comparison of two or more sets of the Data Subject's data, for purposes of taking actions adverse to the interests of the Data Subjects, such as declining an application);
- (xviii) in connection with any member of the Bank of India Group defending or responding to any legal, governmental, or regulatory or quasigovernmental related matter, investigation, action or proceedings;
- (xix) designing banking/financial services or related products for Data Subjects' use;
- (xx) verifying Data Subject s' identities with any card acquirer of a merchant in connection with any card transactions;
- (xxi) creating, maintaining and updating the Bank's credit scoring models; and
- (xxii) all other incidental and associated purposes relating to any of the above, including seeking professional advices.
- (7) The Bank keeps data only for as long as is reasonably required for the above purposes or as required by applicable law from time to time. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes. Please see further details in "RETENTION OF PERSONAL DATA" section in paragraphs (21)-(23) below.

#### **SHARE AND/OR TRANSFER OF DATA SUBJECTS' PERSONAL DATA**

- (8) Data held by the Bank relating to a Data Subject will be kept confidential but, subject to the Data Subject's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Bank's process and/or use of the Data Subject's data), the Bank may provide such information to the following parties (whether within or outside Hong Kong) for any of the purposes set out in paragraph (6):
- (i) any agent, contractor or third party service provider (or a subsidiary, holding company or related company thereof) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, data processing or any other services to the Bank or any member of the Bank of India Group in connection with the operation of its business;
  - (ii) any other person which has undertaken expressly or impliedly to the Bank or any member of the Bank of India Group to keep such information confidential;
  - (iii) any authorized institution (as such term is defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the Data Subject has or proposes to have dealings;
  - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (v) third party service providers with whom the Data Subject has chosen to interact with in connection with the Data Subject's application for the Bank's banking and/or other financial products and services;
  - (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 to whom the Bank or any member of the Bank of India Group is under an obligation

- or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any member of the Bank of India Group, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any member of the Bank of India Group are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any member of the Bank of India Group 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 Hong Kong and may be existing currently and in the future;
- (viii) any actual or proposed assignee of the Bank or any member of the Bank of India Group, or participant or subparticipant or transferee of the rights of the Bank or any group companies of the Bank in respect of the Data Subjects; and
- (ix) 1. any member of the Bank of India Group;  
2. third party financial institutions, insurers, card companies, securities and investment services providers;  
3. third party reward, loyalty and privilege programme providers;  
4. co-branding partners of the Bank and any member of the Bank of India Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);  
5. charitable and non-profit making organisations; and  
6. external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies and market research firms), that the Bank engages for the purposes set out in paragraph (6)(viii).

Such information may be transferred to a place outside Hong Kong. Insofar as the PIPL is applicable to the Bank's process and/or use of the Data Subject's data, the Bank will obtain the Data Subject's separate consent in relation to such international transfers.

- (9) To the extent required under the PIPL, the Bank 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 Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the Data Subject's data, in accordance with the PIPL.
- (10) Sensitive personal information refers to the personal information that is likely to result in damage to the personal dignity of any natural person or damage to his or her personal or property safety once disclosed or illegally used, including such information as biometric identification, religious belief, specific identity, medical health, financial account and whereabouts and tracks, as well as the personal information of minors under the age of fourteen. Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Bank's process and/or use of the Data Subject's data, such sensitive personal data will be processed with the Data Subject's separate consent.
- (11) Data of a Data Subject may be processed, kept, transferred or disclosed in and to any country as the Bank or any person who has obtained such data from the Bank referred to in paragraph (8) 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, may be subject to a lower standard of protection. The relevant overseas authorities may have a right to access such data.
- (12) The data may be outsourced to and/or processed by the agents, contractors or service providers (including any member of the Bank of India Group) whether within or outside Hong Kong. When using service providers, the Bank will ensure that its service providers have appropriate business qualifications and capabilities, and will require that they adhere to security standards mandated by the Bank. The Bank may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, the Bank takes all steps reasonably necessary to ensure that personal data is kept securely.

- (13) In addition, for the purposes set out in paragraph (6) above, data relating to a Data Subject may be held, stored and processed by the Bank, Bank of India Group, agent, contractor, or third party service provider outside Hong Kong although such holding, storage, processing may become subject to applicable laws and regulations outside Hong Kong. Unless the Bank receives any written objection, any Data Subject's continuation of accounts or banking facilities or utilization of banking services will constitute his consent on such holding, storage or processing outside Hong Kong.
- (14) Data of the Data Subjects of Hong Kong Branch will also be accessed and available at our data centre in Mumbai, India or other centre(s) outside Hong Kong that the Bank of India Group may designate from time to time. Accordingly in certain circumstances, such data may be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) of India and/or any other applicable jurisdictions.

## **USE OF PERSONAL DATA IN DIRECT MARKETING**

- (15) The Bank intends to use the Data Subject's data in direct marketing and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the Data Subject held by the Bank from time to time may be used by the Bank in direct marketing;
  - (ii) the following classes of services, products and subjects may be marketed:
    - 1. financial, insurance, cards (meaning cards used to withdraw cash or pay for goods and services, including credit cards, debit cards, ATM cards, Cashline cards and stored value cards), banking and related services and products;
    - 2. reward, loyalty or privilege programmes and related services and products;
    - 3. services and products offered by co-branding partners of the Bank and/or any member of the Bank of India Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
    - 4. donations and contributions for charitable and/or non-profit making purposes;
  - (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
    - 1. any member of the Bank of India Group;
    - 2. third party financial institutions, insurers, card companies, securities and investment services providers;
    - 3. third party reward, loyalty or privilege programme providers or merchants;
    - 4. co-branding partners of the Bank and any member of the Bank of India Group;
    - 5. co-branding partners of the Bank and/or any member of the Bank of India Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - 6. charitable or non-profit making organisations; and
    - 7. external and/or 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 the Bank engages for the purpose set out in paragraph (6)(viii);
  - (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (15)(i) above to all or any of the persons described in paragraph (15)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose; and
  - (v) the Bank may receive money, soft dollars or other property or benefits in return for providing the data to the other persons in paragraph (15)(iv) above and, when requesting the Data Subject's consent or no objection as described in paragraph (15)(iv) above, the Bank will inform the Data Subject if it will receive any money or other property in return for providing the data to the other persons.
- (16) The Bank may conduct market research using demographic and insights analytics by aggregating the personal data that the Bank holds about the Data Subjects to provide Data Subjects with marketing communications, which are more relevant and tailored for Data Subjects.
- (17) The Bank may share limited information about Data Subjects with social media platform providers the Bank engages with for the purpose of online social media advertising where Data Subjects have permitted the Bank and the social media platform provider(s) to use cookies that support the Bank's marketing on these platforms. For example, to check whether Data Subjects have accounts with

social media platform providers, so the Bank can ask them to display more relevant marketing communication messages to Data Subjects about the Bank's products and services or to exclude Data Subjects from receiving advertisements for the Bank's products and services which Data Subjects already use.

- (18) If a Data Subject does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, Data Subject may withdraw his/her consent or opt-out from receiving such marketing communications or providing to other persons Data Subject's data for use in direct marketing as described above in accordance with Data Subject's rights by contacting us using the details in the 'CONTACT US' section below in paragraph (38) without charge.

## **USE OF AUTOMATED DECISION-MAKING**

- (19) The Bank may use the personal data collected to conduct data analytics, including profiling and behavioural analysis, to make quicker automated decisions in the Bank's business operations and to evaluate Data Subjects' personal characteristics to predict outcomes and risks. The Bank requires that rules followed by such automated systems are designed to make fair and objective decisions. The Bank may use artificial intelligence and machine learning to help improve the Bank's communications and client experience, make the Bank's business operational processes safer and more efficient and enable the Bank to provide faster responses and improve turnaround time. For example, the Bank may use automated decision-making for the following:

- Client digital onboarding processes - account opening approval processes using electronic Know-Your-Data Subject (eKYC) checks by verifying the authenticity of scanned identification documents and a photo through biometric facial recognition and liveness check
- Operational efficiency - voicebots for call centre identification verification
- Client engagement - client marketing campaigns and communications to recommend more tailored products and services based on insights from Data Subjects' personal data and Data Subjects' interactions with robo advisors and chatbots.
- Risk management - monitoring of accounts and transactions to detect unusual activities to prevent fraud or money laundering, terrorism and other financial crimes (for example, detecting whether the use of Data Subject's credit card may be fraudulent) and approval of loan applications and credit decisions based on credit-scoring models.

For further information on your rights in relation to automated decisions that affect Data Subjects, please refer to the "DATA SUBJECTS' PERSONAL DATA PROTECTION RIGHTS" section in paragraph (20) below.

## **DATA SUBJECTS' PERSONAL DATA PROTECTION RIGHTS**

- (20) Under and in accordance with the terms of the PDPO and (insofar as the PIPL is applicable to the Bank's process and/or use of the Data Subject's data) the PIPL, and the Code of Practice on Consumer Credit Data ("**Code**"), any Data Subject has the right:

- (i) to check whether the Bank holds data about him/her and access to such data;
- (ii) to require the Bank to correct any data relating to him/her which is inaccurate;
- (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank; and
- (iv) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Bank to Credit Reference Agencies:
  1. to request to be informed which items of data are routinely disclosed to Credit Reference Agencies or debt collection agencies;
  2. be provided with further information to enable access and correction requests to be made to the relevant Credit Reference Agencies or debt collection agency(ies); and
  3. upon termination of the account by full payment, to instruct the Bank to request the Credit Reference Agencies to delete any such data from its database, so long as the instruction is given within 5 years of termination and there has been no payment default in excess of 60 days in the 5 years immediately before account termination
  4. insofar as the PIPL is applicable to the Bank's process and/or use of the Data Subject's data, Data Subject has the following additional rights:
    - to request the Bank to delete Data Subject's personal information;
    - to object to certain uses of Data Subject's personal information;
    - to request an explanation of the rules governing the processing of Data Subject's personal data;
    - to ask that the Bank to transfer personal information that Data Subject has provided to the Bank to a third party of the Data Subject's choice under the circumstances provided under the PIPL;

- to withdraw any consent for the collection, processing or transfer of the Data Subject's personal data (Data Subject should note that withdrawal of Data Subject's consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services); and
  - In some services, the Bank may make decisions based solely on non-human and automated decision-making mechanisms, including information systems, algorithms, etc. If these decisions significantly affect Data Subject's legal rights, Data Subject has the right to request an explanation from the Bank, and the Bank will also provide appropriate remedies.
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

## **RETENTION OF PERSONAL DATA**

(21) For the purposes described in this Notice, the Bank keeps Data Subjects' personal data for business operational or legal reasons while Data Subjects engage with the Bank and may retain Data Subjects' personal data for a period of time afterwards, depending on the type of personal data, as required by applicable law or regulations. The Bank will take steps to delete, anonymise, destroy and/or stop using personal data when the Bank no longer needs it.

(22) 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 may be retained by Credit Reference Agencies until expiry of 5 years from the date of final settlement of the amount in default. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the Credit Reference Agencies), 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)).

(23) In the event any amount in an account is written off due to a bankruptcy order being made against the Data Subjects, the account repayment data (as defined in paragraph (20) 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 expiry of 5 years from the date of final settlement of the amount in default or expiry of 5 years from the date of discharge from bankruptcy as notified by the Data Subject with evidence to the Credit Reference Agencies, whichever is earlier.

## **PROTECT DATA SUBJECTS' PERSONAL DATA**

(24) The Bank take the privacy and security of Data Subjects' personal data very seriously. To protect Data Subjects' data, the Bank has put in place a range of appropriate technical, physical and organisational measures to safeguard and keep Data Subjects' personal data confidential, for example, by using contracts with appropriate confidentiality, data protection and security terms in our arrangements with third parties. The Bank and any member of the Bank of India Group have implemented information security data privacy policies, including incident management and reporting procedures, rules and technical measures to protect personal data and to comply with legal and regulatory requirements. The Bank and any member of the Bank of India Group train and require staff who access Data Subjects' personal data to comply with the Bank's and any member of the Bank of India Group's data privacy and security standards. The Bank and any member of the Bank of India Group require their service providers, or other third parties they engage with and to whom they disclose Data Subjects' personal data to implement similar confidentiality, data privacy and security standards and measures when they handle, access or process Data Subjects' personal data

## CREDIT REFERENCE AGENCIES

- (25) If Data Subjects apply for, have or have had a loan (including a mortgage) with the Bank, the Bank may provide Data Subjects' personal data to Credit Reference Agencies, or in case of default, debt collection agencies. The Credit Reference Agencies will use it to compile a count of mortgages held by Data Subjects with credit providers which will be added into centralised consumer credit databases shared between credit providers, to help credit providers assess whether to provide Data Subjects with credit and collect debts.
- (26) With respect to data in connection with mortgages applied by a Data Subject (in any capacity) on or after 1 April 2011, the following data relating to the Data Subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on the its own behalf and/or as agent, to Credit Reference Agencies:
- full name;
  - 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);
  - Hong Kong Identity Card Number or travel document number;
  - date of birth;
  - correspondence address;
  - mortgage account number in respect of each mortgage;
  - type of the facility in respect of each mortgage;
  - 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); and
  - if any, mortgage account closed date in respect of each mortgage.
- (27) Credit Reference Agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Data Subjects 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 approved and issued under the PDPO).
- (28) The Bank may from time to time access the mortgage count held by the Credit Reference Agencies in the course of:
- considering mortgage loan application(s) made by the Data Subjects (in any capacity) from time to time;
  - reviewing any credit facility (including mortgage loan) granted or to be granted to the Data Subjects (in any capacity) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the Bank;
  - reviewing any credit facility (including mortgage loan) granted or to be granted to the Data Subjects (in any capacity), where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the Bank and the Data Subjects consequent upon a default in the repayment of such credit facility for implementing such arrangement;
  - reviewing any credit facility (including mortgage loan) granted or to be granted to the Data Subjects (in any capacity), with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the Data Subjects; and/or
  - reviewing, evaluating and modifying terms of any credit facility (including mortgage loan) granted or to be granted to the Data Subjects (in any capacity) from time to time, and reviewing the same with the Data Subjects.
- (29) The Bank may from time to time access the mortgage count held by the Credit Reference Agencies in the course of (after 31 March 2013):
- reviewing and renewing mortgage loans granted or to be granted to the Data Subjects (in any capacity); and/or
  - considering the application for credit facility (other than mortgage loan) by the Data Subjects (in any capacity other than mortgagor) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the Data Subjects (in any capacity other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by Privacy Commissioner for Personal Data from time to time.



- (30) 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 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.
- (31) In the event any amount in an account is written-off due to a bankruptcy order being made against a Data Subject, the account repayment data (as defined 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 discharge from a bankruptcy as notified by the Data Subjects with evidence to the Credit Reference Agencies, whichever is earlier.
- (32) Without limiting the generality of the foregoing, the Bank may from time to time access the personal and account information or records of a Data Subject held by the Credit Reference Agencies for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a Data Subject or a third party whose obligations are guaranteed by a Data Subject:
- an increase in the credit amount;
  - the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
  - the putting in place or the implementation of a scheme of arrangement with the Data Subject or the third party.
- (33) The Bank may have obtained credit report(s) on a Data Subject from Credit Reference Agencies in considering any application for credit or modification of terms of the credit. In the event a Data Subject wishes to access the credit report(s), the Bank shall advise the contact details of the relevant Credit Reference Agencies.
- (34) Under and in accordance with the terms of the PDPO and the Code, Data Subjects have the following additional rights:
- to ascertain from the Bank its policies and procedures in relation to personal data and to be informed of the kind of personal data held by the Bank and/or Data Subjects have access to;
  - 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 or correction requests to the relevant Credit Reference Agencies or debt collection agency(ies); and
  - in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a Credit Reference Agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the Credit Reference Agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination.
- (35) Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank 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)).
- (36) Contact the Bank if Data Subjects would like further details about data which is routinely disclosed to Credit Reference Agencies or debt collection agencies, as well as information on how to make data access or correction requests to these agencies.
- (37) The Bank will respond to requests to exercise Data Subjects' rights in relation to personal data in line with applicable laws. Data Subjects can exercise their rights by contacting the Bank as detailed in the "CONTACT US" section in paragraph (38) below of this Notice.

## CONTACT US

(38) In accordance with the PDPO and (insofar as the PIPL is applicable to the Bank's process and/or use of the Data Subjects' data) as permitted under the PIPL, Data Subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to:

Address	The Data Protection Officer Bank of India Hong Kong Branch 2 <sup>nd</sup> Floor, Ruttonjee Centre, 11, Duddell Street, Central, Hong Kong
Telephone:	(852) 2524 0186
Fax:	(852) 2510 6149
Email address:	boi.HK@bankofindia.co.in

(39) In accordance with the terms of the PDPO, the Bank may charge a reasonable fee for the processing of any data access request. If Data Subjects have any questions about this Notice or would like to exercise any of the Data Subjects' personal data protection rights, please do not hesitate to contact the Bank via the above contact details.

(40) Nothing in this Notice shall limit the rights of Data Subjects under the PDPO and the PIPL.

May 2024