

The Personal Data Protection Act – Personal Information Collection (Customers) Statement

In compliance with the Personal Data Protection Act (“the Act”), The Bank of East Asia, Limited, Macau Branch (“the Bank”) would like to inform you of the following:

- (1) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking and other financial services.
- (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 and other financial services.
- (3) It is also the case that data is collected from customers in the ordinary course of their continued relationship with the Bank, for example, when customers write cheques or deposit money or generally communicate verbally or in writing with the Bank, by means of documentation or telephone recording systems as the case may be.
- (4) The purposes for which data relating to a customer may be used are as follows:
 - (i) processing and considering applications for products and services, and the daily operation of products, services, and credit facilities provided to customers;
 - (ii) conducting credit 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;
 - (iii) creating and maintaining the credit scoring models of The Bank of East Asia Group (“the BEA Group”);
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring the ongoing creditworthiness of customers;
 - (vi) designing financial services or related products for customers’ use;
 - (vii) marketing services, products, and other subjects (please see further details in paragraph (6) below);
 - (viii) verifying data or information provided by any other customer or third party;
 - (ix) determining amounts owed to or by customers;
 - (x) enforcing customers’ obligations, including but not limited to the collection of amounts outstanding from customers and those providing security for customers’ obligations;
 - (xi) complying with the obligations, requirements, or arrangements for disclosing and using data that apply to the Bank or any branch of the BEA Group, or that it is expected to comply with according to:
 - (a) any law binding on or applying to it within or outside the Macau Special Administrative Region (“Macau”) existing currently and in the future (e.g. “Legal Regime for the Exchange of Tax Information (Law No. 5/2017)” and its provisions);
 - (b) any present or future international agreements or conventions concluded or participated by Macau with other countries or regions binding on it, or such agreements or conventions concluded or participated by The People’s Republic of China that apply to Macau;
 - (c) 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 Macau existing currently and in the future (e.g. guidelines or guidance given or issued by the Financial Services Bureau concerning exchange of tax information);
 - (d) 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 branch of the BEA 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;
 - (xii) complying with any obligations, requirements, policies, procedures, measures, or arrangements for sharing data and information within the Bank and the BEA Group and/or any other use of data and information in accordance with the Bank and any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing, or other unlawful activities; and
 - (xiii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation, or sub-participation.
- (5) Personal data will be kept confidential but may, to the extent permitted by laws and where such disclosure is necessary to satisfy the purpose or a directly related purpose for which the personal data was collected, provide a necessary and minimal amount of such personal data to the following parties:
 - (i) any agent, contractor, or third-party service provider who provides administrative, telecommunications, computer, payment, or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a company of the BEA Group 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) debt collection agencies in the event of default;
 - (v) any person to whom the Bank or any branch of the BEA Group is under an obligation or otherwise required to make disclosure under the requirements of any law, international agreements or conventions binding on or applying to the Bank or any branch of the BEA 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 branch of the BEA Group are expected to comply, or any disclosure

- pursuant to any contractual or other commitment of the Bank or any branch of the BEA 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 Macau and may be existing currently and in the future;
- (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (vii) (a) the companies of the BEA Group;
 - (b) third-party financial institutions, insurers, credit card companies, stored-value facility issuers, acquiring banks or companies, securities, and investment service providers;
 - (c) third-party reward, loyalty, co-branding, and privilege programme providers;
 - (d) co-branding partners of the Bank and the companies of the BEA 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
 - (e) external service providers (including but not limited to mailing houses, telecommunication companies, call centres, data processing companies, and information technology companies) that the Bank engages for the purposes set out in paragraph (4)(vii) above.

Such information may be transferred to a place outside Macau.

(6) USE OF DATA IN DIRECT MARKETING

The Bank intends to use a customer's data in direct marketing and requires the customer's consent for that purpose. In this connection, please note that:

- (i) the name, contact details, product and service portfolio information, transaction pattern and behaviour, financial background, and demographic data of a customer 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:
 - (a) financial, insurance, credit card, banking, and related services and products;
 - (b) reward, loyalty, or privilege programmes and related services and products; and
 - (c) services and products offered by co-branding partners of the Bank (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);
- (iii) the above services, products, and subjects may be provided or solicited by the Bank and/or:
 - (a) the companies of the BEA Group;
 - (b) third-party financial institutions, insurers, credit card companies, securities, and investment service providers;
 - (c) third-party reward, loyalty, co-branding, or privileges programme providers; and
 - (d) co-branding partners of the Bank and the companies of the BEA 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);
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (6)(i) above to all or any of the persons described in paragraph (6)(iii) above for use by them in marketing those services, products, and subjects, and the Bank requires the customer's consent for that purpose; and
- (v) The Bank may receive money or other property in return for providing the data to the other persons in paragraph (6)(iv) above and, when requesting the customer's consent as described in paragraph (6)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

Customers may, at any time without charge, permit, opt-out or request cessation of the usage or provision of their personal data for direct marketing purposes to the Bank Data Protection Officer at the address, telephone number or fax number provided in paragraph (9) below.

- (7) Under and in accordance with the terms of the Act, any customer has the right;
 - (i) to check whether the Bank holds data about him/her and of access to such data;
 - (ii) to require the Bank to correct, delete, or block any data relating to him/her which is incomplete or 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;
 - (iv) to be informed on request which items of data are routinely disclosed to debt collection agencies, and be provided with further information to enable the making of a data access and correction request to the relevant debt collection agency; and
 - (v) to save where otherwise provided by law, the data subject has the right to object at any time on compelling legitimate grounds relating to his particular situation to the processing of data relating to him, and where there is a justified objection the processing instigated by the controller may no longer involve those data.
- (8) In accordance with the terms of the Act, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (9) The person to whom requests for access to data or correction of data or for information regarding the Bank's privacy policies and practices and kinds of data held are to be addressed is as follows:

Data Protection Officer	Telephone: 2833 5511
The Bank of East Asia, Limited, Macau Branch	Fax: 2833 7557
Alameda Dr. Carlos D'Assumpcao No.322	Website: www.hkbea.com.mo
Fu Tat Fa Yuen, R/C AP to AW, Macau	
- (10) After closure of account/termination of service, the Bank shall continue to hold data relating to the customer(s) for a period of seven years or such other period as prescribed by applicable laws and regulations.
- (11) Nothing in this statement shall limit the rights of customers under the Personal Data Protection Act.