有關個人資料（私隱）條例（下稱“條例”）之
客戶通告（下稱“通告”）
（生效日期：2023 年 5 月 15 日）

A. 就開立或延續賬戶、設立或延續（三昇信託有限公司）所提供的服務，客戶需要不時向（三昇信託有限公司）提供有關的資料。
B. 若未能向（三昇信託有限公司）提供該等資料，可能會導致（三昇信託有限公司）無法開立或延續賬戶或設立或延續提供（三昇信託有限公司）服務。
C. 就持續正常（三昇信託有限公司）及客戶關係，例如，當客戶存款，或以其他方式進行作為本行所提供服務一部分的交易時，（三昇信託有限公司）亦會收集客戶的資料。本行亦會向第三方(包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商) 收集與客戶有關的資料（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. 客戶的資料可被用作下列用途(不論在香港特別行政區（下稱“香港”） 境內或境外予以使用）：
   I. 考慮及評估客戶有關本行產品及服務的申請；
   II. 為客戶提供服務所涉及的日常運作；
   III. 確保客戶持續維持可靠信用；
   IV. 進行客戶意見調查及/或設計供客戶使用的金融服務或有關產品：
   V. 推廣服務、產品及其他標的（詳情請參閱以下（h）段）；
   VI. 確定（三昇信託有限公司）對客戶或客戶對（三昇信託有限公司）的欠債金額；
   VII. 執行（三昇信託有限公司）的權利，包括但不限於向客戶及為客戶債務提供抵押的人士追討欠款；
   VIII. 履行根據下列適 用於（三昇信託有限公司）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》及其條文，包括關於自動交換財務賬戶資料之條文）；
      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，稅務局作出或發出的指引或指南，包括關於自動交換財務賬戶資料的指引或指南)；
      3. （三昇信託有限公司）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街何目前或將來的合約或其他承諾；
   IX. 遵守（三昇信託有限公司）集團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（三昇信託有限公司）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；
   X. 讓（三昇信託有限公司）的實際或建議承讓人，或就（三昇信託有限公司）對容戶享有的權利的參與人或附屬參與人評核其擬承讓、參與或附屬參與的交易;及
   XI. 更新、對照及/或核實可能由（三昇信託有限公司）的任何關聯公司、集團公司或代理人持有的有關客戶的任何及所有個人資料；
   XII. 與上述有關的用途。
E. （三昇信託有限公司）持有的客戶資料將予以保密，但（三昇信託有限公司）可就以上(d)段列明的用途把該等資料提供予下列各方(不論其是否在香港境內或境外）：
   I. 就本行業務運作向（三昇信託有限公司）提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商；
   II. 任何對（三昇信託有限公司）負有保密責任的其他人士，包括承諾保密該等資料的（三昇信託有限公司）集團成員公司；
   III. 客戶因申講本行產品反服務而選繹投觸的第三方服務供應商：
   IV. （三昇信託有限公司）或其任何分行根據對（三昇信託有限公司）或其任何分行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（三昇信託有限公司）或其任何分行遵守的任何指引或指導，或根據（三昇信託有限公司）或其任何分行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；
   V. （三昇信託有限公司）的任何實際或建議承讓人或就（三昇信託有限公司）對客戶享有的權利的多與人或附屬參與人或受讓人；
   VI. 為對客戶的義務作出保證域擔保而作出或餐作出保證或第三方擔保的任何方;及
   VII. (1) （三昇信託有限公司）集團成員公司；
      (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、合作品牌及優惠計劃供應商；

(4) （三昇信託有限公司）及（三昇信託有限公司）集國成員公司之合作品牌夥件(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)；

(5) 慈善或非牟利機構；

(6) 就以 上(d)vi 及/或(d(vii)段列明的用途而被（三昇信託有限公司）任用之外部第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司);及

(7) 任何接受信用卡的商戶的收單財務機構。

該等資料可能被轉移至香港境外處理或保存，包括但不限於中華人民共和國。

F. （三昇信託有限公司）採取所有合理可行的措施保護所有個人資料，例如：個人資料只准許獲授權之員工查閱，以及在資料存置設備實施保安措施。在傳送敏感性的個人資料時，（三昇信託有限公司）採用加密法技術政保障資料安全。如（三昇信託有限公司）聘用資料處理者以代本行處理個人資料(不論是在香港或香港以外地方），（三昇信託有限公司）將透過合約規範或其他方法，防止轉移予該資料處理者的個人資料未獲授權或意外地被查閱、處理、刪除、遺失或使用。

G. 在直接促銷中使用資料

（三昇信託有限公司）擬把客戶資料用於直接促銷，而（三昇信託有限公司）想該用途須獲得客戶同意(包括表示不反對)。就此，請注意：

I. （三昇信託有限公司）可能把（三昇信託有限公司）不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易機式及行為、財務背景及人口统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、（三昇信託有限公司）及相關服務及產品；
2. 獎賞、客戶或會員或優惠計劃及相關服務及產品；
3. （三昇信託有限公司）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（三昇信託有限公司）及/或下列各方提供或 （就捐款及捐贈而言）徵求：

1. （三昇信託有限公司）集團成員公司；
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. （三昇信託有限公司）及（三昇信託有限公司）集團成員公司之合作品牌夥伴（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）；
5. 慈善或非牟利機構；

IV. 除由（三昇信託有限公司）促銷上述服務、產品及促銷標的以外，（三昇信託有限公司）亦擬將以上(h)(i)段所述的資料提供予以上(h)(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（三昇信託有限公司）為此用途須獲得客戶書面同意(包括表示不反對)；

V. （三昇信託有限公司）可能因如以上(h)(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（三昇信託有限公司）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，（三昇信託有限公司）會於以上(h)(iv)段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望（三昇信託有限公司）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，客戶可通知（三昇信託有限公司）行使其選擇權拒絕促銷。

H. 根據條例的條款及個人信貸資料實務守則，任何客戶有權：

I. 查問（三昇信託有限公司）有否持有其資料及查閱該等資料；

II. 要求（三昇信託有限公司）改正任何有關其不準確的資料；

III. 查明（三昇信託有限公司）對於資料的政策及實務及獲告知（三昇信託有限公司）持有的個人資料的種類；

IV. 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求；及

V. 就（三昇信託有限公司）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（三昇信託有限公司）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（三昇信託有限公司）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））。

I. 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想計 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(i)(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。

J. 如客戶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(i)(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，或由客戶提出證接通如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）。

K. （三昇信託有限公司）可查閱任何信貸資料機構的數據庫，以便不時進行信貸覆核。特別是，（三昇信託有限公司）可查間任何信貸資料機構特有的有關客户的客戶信貸資料及/或從該信貸資料機構取得有關客戶的信貸報告，以便覆核其現有客戶信貸安排資料(包括但不限於信用卡賬戶及/或信貸額度）。（三昇信託有限公司）進行此項覆核時，可能會考慮以下任何事宜：

I. 增加信貸金額或額度；

II. 削減信貸(包括取消信貸或終止賬戶或減少信貸金額或額度），或

III. 為客戶制定或實施還款方案。

L. 根據條例的條款，（三昇信託有限公司）有權就處理任何查閱資料的要求收取合理費用。

M. （三昇信託有限公司）或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮客戶之任何信貸申譜。砻客戶有意索取有關信貸報告，（三昇信託有限公司）會提供有關信貸資料服務機構的聯絡詳情。

N. 本通知不會限制客戶在個人資料（私隱）條例下所享有的權利。

O. 本通知的中英文文本如有任何歧異，概以英文文本為準。

Notice to Customer (the "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance") (Effective Date: 15th May, 2023)

A. From time to time, it is necessary for customers to supply 3 Sing Trustee Limited with data in connection with the opening or continuation of accounts and the establishment or continuation of company services.

B. Failure to supply such data may result in the 3 Sing Trustee Limited being unable to open or continue accounts or establish or continue company facilities or provide company services.

C. It is also the case that data are collected from customers in the ordinary course of the continuation of the relationship, for example, when customers deposit money or otherwise carry out transactions as part of the company services. 3 Sing Trustee Limited will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Company's products and services and in connection with the customer's application for the Company'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 customer may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong") are as follows:

   I. considering and assessing the customer's application for the Company's products and services;
   II. the daily operation of the services and credit facilities provided to customers;
   III. ensuring ongoing credit worthiness of customers;
   IV. conducting customer surveys and/or designing financial services or related
   V. marketing services, products and other subjects (please see further details in paragraph (h) below);
   VI. determining amounts owed to or by customers;
   VII. enforcing the Company's right, including without limitation, collection of amounts outstanding from customers and those providing security for customers' obligations;
   VIII. complying with the obligations, requirements or arrangements for disclosing and using data that apply to 3 Sing Trustee Limited 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);
      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);
      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 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;
   IX. complying with any obligations requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the Company 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;
   X. enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
   XI. updating, comparing and/or verifying any and all of customers' personal information that may be held by any affiliates, group companies or agents of the Company;
   XII. purposes relating thereto.

E. Data held by the Company relating to a customer will be kept confidential but the Company may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:

   I. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business;
   II. any other person under a duty of confidentiality to the Company including a group company of the Company which has undertaken to keep such information confidential;
   III. third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Companies products and services;
   IV. any person to whom the Company is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the 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 Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of the 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;

V. any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the customer; and

VI. any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and

VII. (1) the Company's group companies;
(2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(3) third party reward, loyalty, co-branding and privileges programme providers;
(4) co-branding partners of the Company and the Company's group companies (the relevant services and products, as the case may be);
(5) charitable or non-profit making organisations, and
(6) external 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 Company engages for the purposes set out in paragraph (d)(vi) and/ or (d) (vii) above; and
(7) any credit card acquirer of a merchant accepting the credit card.
Such information may be processed, kept or transferred to a place outside Hong Kong including without limitation, to the People's Republic of China.

F. The Company takes all reasonably practicable means to protect the data, such as, by restricting the access of data by authorized personnel only and incorporating security measures into equipment in which data is held. Encrvption technology is employed for sensitive data transmission. If the Company engages data processors to handle or process personal data on the Company’s behalf (whether within or outside Hong Kong), the Company would adopt contractual or other means to prevent any unauthorized or accidental access, processing, erasure, loss or use of the transferred data by the data processors.

G. USE OF DATA IN DIRECT MARKETING

The Company intends to use a customer's data in direct marketing and the Company requires the customer'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 behavior, financial background and demographic data of a customer held by the Company from time to time may be used by the Company in direct marketing;

II. the following classes of services, products and subjects may be marketed:
   1. financial, insurance, credit card and related services and products;
   2. reward, loyalty or privileges programmes and related services and products;
   3. services and products offered by the Company's co-branding partners ; 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 Company and/or:
   1. the Company's group companies;
   2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
   3. third party reward, loyalty, co-branding or privileges programme providers;
   4. co-branding partners of the Company and the Company's group companies; and
   5. charitable or non-profit making organisations;

IV. in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (h)() above to all or any of the persons described in paragraph (h)(it) above for use by them in marketing those services, products and subjects, and the Company requires the customer's written consent (which includes an indication of no objection) for that purpose;

V. the Company may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (h)(iv) above, the Company will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Company.

H. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any customer has the right:

I. to check whether the Company holds data about him and of access to such data;

II. to require the Company to correct any data relating to him which is inaccurate;

III. to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;

IV. 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); and

V. in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, 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 Company 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)).

I. 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 (iv) above) may be retained by the credit reference agency(ies) until the expiry of five years from the date of final settlement of the amount in default.

J. In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph (i)(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 discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency(ies), whichever is earlier.

K. The Company may access the database of any credit reference agency for the purpose of conducting credit reviews from time to time. In particular, the Company may access the consumer credit data (except mortgage count) of customers held by any credit reference agency and/or obtain credit reports on customers from such credit reference agency for the purpose of the review of their existing consumer credit facilities (including, without limitation, credit card accounts and/or credit limits) which review may involve the consideration by the Company of any of the following matters:

   I. an increase in the credit amount or limit;
   II. the curtailing of credit (including the cancellation of credit or termination of account or a decrease in the credit amount or limit); or
   III. the putting in place or the implementation of a scheme of arrangement with customers.

L. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

M. The Company may have obtained a credit reports on the customer from a credit reference agency(ies) in considering any application for credit. In the event the customer wishes to access the credit report(s), the Company will advise the contact details of the relevant credit reference agency(ies).

N. Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.

O. In case of discrepancies between the English and Chinese versions of this Notice, the English version shall apply and prevail.