

**HSBC Broking Services (Asia) Limited 滙豐金融服務（亞洲）有限公司**  
**HSBC Broking Securities (Asia) Limited 滙豐金融證券（亞洲）有限公司**  
**HSBC Broking Futures (Asia) Limited 滙豐金融期貨（亞洲）有限公司**  
**HSBC Broking Forex (Asia) Limited 滙豐金融外匯（亞洲）有限公司**  
**(“relevant HSBC Broking Companies” refers to any or all of the above companies with which the Customer holds account(s)) (「相關滙豐金融公司」指客戶在任何或所有上述公司開戶的公司)**

**Notice relating to the Personal Data (Privacy) Ordinance (“Notice”)\***  
**關於個人資料（私隱）條例的通知（「該通知」）**

- (a) From time to time, it is necessary for individuals to supply the relevant HSBC Broking Companies with data in connection with the opening or continuation of accounts, or in the establishment, continuation or provision of investment, dealing or related services or products or compliance with any laws, guidelines or requests issued by regulatory or other authorities.

個人在開立或延續戶口、建立或延續或提供投資，交易或相關服務或產品時，或因法例規定或監管或其他管理機構所發出的指引或要求，需要不時向相關滙豐金融公司提供有關的資料。

- (b) Failure to supply such data may result in the relevant HSBC Broking Companies being unable to open or continue accounts or establish, continue or provide investment, dealing or related services or products.

若未能向相關滙豐金融公司提供該等資料，可能會導致相關滙豐金融公司無法開立或延續戶口或建立或延續或提供投資，交易或相關服務或產品。

- (c) It is also the case that data are collected from (i) customers in the ordinary course of the continuation of our relationship (for example, when customers open the account, deposit money, or apply for credit), (ii) a person acting on behalf of the individual whose data are provided, and (iii) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the relevant HSBC Broking Companies or any member of the HSBC Group (“HSBC Group” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and “member of the HSBC Group” has the same meaning).

相關滙豐金融公司亦會從以下各方收集資料：(i)客戶在延續日常業務往來中（例如客戶開立戶口、存款或申請信貸時）、(ii)代表客戶行事的人士提供客戶的資料，及(iii)其他來源（例如從信貸調查機構獲取資料）。資料亦可能與相關滙豐金融公司或任何滙豐集團成員（「滙豐集團」一併及分別地指滙豐控股有限公司，其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義）可獲取的其他資料共同產生或合併。

- (d) The purposes for which data may be used are as follows:

資料可能會用作下列用途：

- (i) considering applications for products and services and the daily operation of products, services and credit facilities provided to customers;

考慮產品及服務申請及為客戶提供產品、服務和信貸便利所涉及之日常運作；

- (ii) conducting identity checks and credit checks (including without limitation upon an application for consumer credit and upon periodic or special reviews of the credit which normally will take place one or more times each year);

進行身份檢查及信用檢查（包括但不限於客戶信貸申請及於正常情況下每年一次或多於一次的定期或特別信貸覆核）；

- (iii) creating and maintaining the relevant HSBC Broking Companies’ credit and risk related models;

設立及維持相關滙豐金融公司的信貸和風險相關準則；

- (iv) assisting other financial institutions to conduct credit checks and collect debts;

協助其他財務機構進行信用檢查及追討欠債；

- (v) ensuring ongoing credit worthiness of customers;

確保客戶維持可靠信用；



- (vi) designing investment, dealing or related services or products for customers' use;  
設計供客戶使用的投資，交易或相關服務或產品；
- (vii) marketing investment, dealing or related services or products and other subjects as described in (f) below;  
促銷以下（f）段所述的投資，交易或相關服務或產品及其他標的；
- (viii) determining the amount of indebtedness owed to or by customers;  
確定相關滙豐金融公司對客戶或客戶對相關滙豐金融公司的負債額；
- (ix) collecting of amounts outstanding from customers and those providing security for customers' obligations;  
向客戶及為客戶債務提供抵押的人士追收欠款；
- (x) supporting any statements made in any documents in connection with the services of the relevant HSBC Broking Companies;  
支援相關滙豐金融公司在有關服務上作出之任何文件內之任何聲明；
- (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the relevant HSBC Broking Companies or any member of the HSBC Group to comply with, or in connection with:  
遵守相關滙豐金融公司或任何滙豐集團成員就以下各項負上或與之有關的責任、要求或安排（不論強制或自願性質）：
  - (1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region (“**Hong Kong**”) existing currently and in the future (“**Laws**”) (eg the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);  
現在及將來於香港特別行政區（「**香港**」）境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度（「**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的條文）；
  - (2) any guidelines, guidance or requests 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 (eg guidelines, guidance or requests given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information) and any international guidance, internal policies or procedures;  
現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關，或財務服務供應商的自律監管或行業組織或協會所提供或發出的任何指引、指導或要求（例如稅務局所提供或發出的指引、指導或要求，包括關於自動交換財務賬戶資料的指引、指導或要求），及任何國際指引、內部政策或程序；
  - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the “**Authorities**” and each an “**Authority**”) that is assumed by, imposed on or applicable to the relevant HSBC Broking Companies or any member of the HSBC Group; or  
對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關，或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關，或財務服務供應商的自律監管或行業組織或協會或彼等的任何代理（統稱及各稱「**權力機關**」）向相關滙豐金融公司或任何滙豐集團成員施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾；或
  - (4) any agreement or treaty between Authorities;  
權力機關之間的任何協議或條約；

- (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;  
遵守滙豐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滙豐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責任、要求、政策、程序、措施或安排；
- (xiii) conducting any action to meet obligations of the relevant HSBC Broking Companies or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;  
採取任何行動以遵守相關滙豐金融公司或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求：偵測、調查及預防清洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及／或規避或違反有關此等事宜的任何法律的任何行為或意圖；
- (xiv) meeting any obligations of the relevant HSBC Broking Companies or any member of the HSBC Group to comply with any demand or request from the Authorities;  
遵守相關滙豐金融公司或任何滙豐集團成員的任何責任，以符合權力機關的任何指令或要求；
- (xv) enabling an actual or proposed assignee of the relevant HSBC Broking Companies, or participant or sub-participant of the relevant HSBC Broking Companies' rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and  
促使相關滙豐金融公司的實際或建議承讓人、或相關滙豐金融公司的客戶權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易；及
- (xvi) purposes relating thereto.  
與上述有關的用途。
- (e) Data held by the relevant HSBC Broking Companies or a member of the HSBC Group relating to an individual will be kept confidential but the relevant HSBC Broking Companies or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d):  
相關滙豐金融公司或滙豐集團成員持有就個人的資料將予保密，但相關滙豐金融公司或滙豐集團成員可能會把該等資料提供給下列各方作第 (d) 段所述的用途（不論在香港境內或境外）：
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);  
滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問）；
- (ii) any third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the relevant HSBC Broking Companies in connection with the operation of its business (including their employees, directors and officers);  
任何向相關滙豐金融公司提供行政、電訊、電腦、付款或證券結算或其他與相關滙豐金融公司業務運作有關的其他服務的第三方服務供應商（包括彼等的僱員、董事及職員）；
- (iii) any Authorities;  
任何權力機關；
- (iv) any person under a duty of confidentiality to the relevant HSBC Broking Companies including a member of the HSBC Group which has undertaken to keep such information confidential;  
任何對相關滙豐金融公司有保密責任的人，包括已承諾保密該等資料的滙豐集團成員；
- (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;  
付款銀行向出票人提供已付款支票的副本（而其中可能載有有關收款人的資料）；

- (vi) any person or institution with which you have or propose to have dealings;  
任何與閣下已有或建議有交易之人士或機構；
- (vii) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the relevant HSBC Broking Companies or any member of the HSBC Group) or a person making any payment into the customer's account;  
代表個人行事提供該個人的資料的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、客戶擁有證券權益的公司（如該等證券由相關滙豐金融公司或任何滙豐集團成員持有），或向客戶的戶口作出任何付款的人士；
- (viii) credit reference agencies, and, in the event of default, to debt collection agencies;  
信貸調查機構，以及在客戶欠賬時，將該等資料提供給收數公司；
- (ix) any person to whom the relevant HSBC Broking Companies or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(xi), (d)(xii), (d)(xiii) or (d)(xiv);  
相關滙豐金融公司或任何滙豐集團成員就有關第(d)(xi)、(d)(xii)、(d)(xiii)或(d)(xiv)段所載目的而有責任或必須或被預期向其作出披露的任何人士；
- (x) any actual or proposed assignee of the relevant HSBC Broking Companies or participant or sub-participant or transferee of the relevant HSBC Broking Companies' rights in respect of the customer; and  
相關滙豐金融公司的任何實際或建議承讓人或相關滙豐金融公司的客戶權利參與人或附屬參與人或受讓人；及
- (xi) (1) any member of the HSBC Group;  
任何滙豐集團成員；
- (2) third party financial institutions, insurers, securities and investment services providers;  
第三者財務機構、承保人、證券及投資服務供應商；
- (3) third party reward, loyalty, co-branding and privileges programme providers;  
第三者獎賞、年資、合作品牌及優惠計劃供應商；
- (4) co-branding partners of the relevant HSBC Broking Companies or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant services and products, as the case may be);  
相關滙豐金融公司或任何滙豐集團成員之合作品牌夥伴（在申請有關服務及產品時會提供合作夥伴名稱）；
- (5) charitable or non-profit making organisations; and  
慈善或非牟利機構；及
- (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 relevant HSBC Broking Companies engages for the purposes set out in paragraph (d)(vii).  
為達至以上(d)(vii)段而被相關滙豐金融公司僱用之第三者服務供應商（包括但不限於代客寄件中心、電訊公司、電話行銷及直銷代理人、電話中心、數據處理公司及資訊科技公司）。

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

有關資料或被轉移至香港境外。

In connection with paragraph (viii) above, before the right referred to in (g)(v) below may be exercised, (I) in the event of any default in payment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days as measured by the relevant HSBC Broking Companies from the date such default occurred, the customer is liable to have his account repayment data retained by the credit reference agency at least until the expiry of five years from the date of final settlement of the amount in default and (II) in the event of any amount being written off due to a bankruptcy order being made against the customer, the customer is liable to have his account repayment data retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, 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, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)). Material default is a default in payment for a period in excess of 60 days.

有關上述第 (viii) 段，客戶在以下情況方可行使以下 (g)(v) 項的權利：(I) 在任何欠賬的情況下，除非欠賬金額在由出現欠賬日期起計 60 日屆滿前（以相關滙豐金融公司計算為準）全數清還或撇賬（除了因破產令導致之外），否則客戶的戶口還款資料將會繼續由信貸調查機構保留五年（自欠賬還清日起計）及 (II) 若任何款項因針對客戶頒布的破產令而撇賬，則客戶的戶口還款資料將由信貸調查機構保留（不管該戶口還款資料是否顯示任何重要欠賬情況），直至欠賬全數清還當日起計五年屆滿之日，或其獲解除破產令之日起計五年屆滿之日（客戶須提出證據通知信貸調查機構）（以較早發生者為準）為止。戶口還款資料包括上次到期的還款額，上次報告期間所作還款額，剩餘可用信貸額或未償還數額，及欠款資料（即過期欠款額，逾期還款日數，清還過期欠款的日期，及全數清還重要欠賬的日期（如有））。重要欠賬是指拖欠還款超過 60 日的欠賬。

(f) Use of Data in Direct Marketing

在直接促銷中使用資料

The relevant HSBC Broking Companies intends to use a customer's data in direct marketing and the relevant HSBC Broking Companies requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

相關滙豐金融公司擬把客戶資料用於直接促銷，而相關滙豐金融公司為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

- (i) the name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the relevant HSBC Broking Companies from time to time may be used by the relevant HSBC Broking Companies in direct marketing;

相關滙豐金融公司可能把相關滙豐金融公司不時持有的客戶姓名、聯絡資料、產品及其他服務組合資料、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) the following classes of services, products and subjects may be marketed:

可用作促銷下列類別的服務、產品及標的：

- (1) financial, insurance, credit card, banking and related services and products;

財務、保險、信用卡、銀行及相關服務及產品；

- (2) reward, loyalty, co-branding or privileges programmes and related services and products;

獎賞、年資、合作品牌或優惠計劃及相關服務及產品；

- (3) services and products offered by the relevant HSBC Broking Companies' co-branding partners (the names of such co-branding partners will be provided during the application for the relevant services and products, as the case may be); and

相關滙豐金融公司合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及

- (4) donations and contributions for charitable and/or non-profit making purposes;

為慈善及／或非牟利用途的捐款及捐贈；

- (iii) the above services, products and subjects may be provided by or (in the case of donations and contributions) solicited by the relevant HSBC Broking Companies and/or:

上述服務、產品及標的可能由相關滙豐金融公司及／或下列各方提供或（就捐款及捐贈而言）徵求：

- (1) any member of the HSBC Group;  
任何滙豐集團成員；
- (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;  
第三者財務機構、承保人、信用卡公司、證券及投資服務供應商；
- (3) third party reward, loyalty, co-branding or privileges programme providers;  
第三者獎賞、年資、合作品牌或優惠計劃供應商；
- (4) co-branding partners of the relevant HSBC Broking Companies and the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant services and products, as the case may be); and  
相關滙豐金融公司及滙豐集團之合作品牌夥伴（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
- (5) charitable or non-profit making organisations;  
慈善或非牟利機構；

- (iv) in addition to marketing the above services, products and subjects itself, the relevant HSBC Broking Companies also intends to provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those services, products and subjects, and the relevant HSBC Broking Companies requires the customer's written consent (which includes an indication of no objection) for that purpose;

除由相關滙豐金融公司促銷上述服務、產品及標的以外，相關滙豐金融公司亦擬將以上 (f)(i) 段所述的資料提供予以上 (f)(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、產品及標的中使用，而相關滙豐金融公司為此用途須獲得客戶書面同意（包括表示不反對）；

- (v) the relevant HSBC Broking Companies may receive money or other property in return for providing the data to the other persons in paragraph (f)(iii) above and, when requesting the customer's consent or no objection as described in paragraph (f)(iv) above, the relevant HSBC Broking Companies will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

相關滙豐金融公司可能因如以上 (f)(iii) 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。如相關滙豐金融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，相關滙豐金融公司會於以上 (f)(iv) 段所述徵求客戶同意或不反對時如是通知客戶。

**If a customer does not wish the relevant HSBC Broking Companies 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 relevant HSBC Broking Companies.**

如客戶不希望相關滙豐金融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，客戶可通知相關滙豐金融公司行使其選擇權拒絕促銷。

- (g) Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) ("PDPO") and the Code of Practice on Consumer Credit Data approved and issued under the PDPO, any individual has the right:

根據個人資料（私隱）條例（香港法例第 486 章）（「該條例」）中的條款及根據該條例核准和發出的個人信貸資料實務守則，任何個人有權：

- (i) to check whether the relevant HSBC Broking Companies hold data about him and have access to such data;  
查核相關滙豐金融公司是否持有他的資料及查閱該等資料；
- (ii) to require the relevant HSBC Broking Companies to correct any data relating to him which is inaccurate;  
要求相關滙豐金融公司改正任何有關他的不準確的資料；
- (iii) to ascertain the relevant HSBC Broking Companies' policies and practices in relation to data and to be informed of the kind of personal data held by the relevant HSBC Broking Companies;  
查明相關滙豐金融公司對於資料的政策及慣例和獲告知相關滙豐金融公司持有的個人資料種類；

- (iv) in relation to consumer credit, 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 an access and correction request to the relevant credit reference agency or debt collection agency; and

在與個人信貸有關的情況下，要求獲告知哪些資料會向信貸調查機構或收數公司例行披露，並獲提供進一步資料，藉以向有關信貸調查機構或收數公司提出查閱和改正資料的要求；及

- (v) upon satisfactory termination of the credit by full repayment and on condition that there has been, within five years immediately before such termination, no material default under the credit as determined by the relevant HSBC Broking Companies, to instruct the relevant HSBC Broking Companies to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.

於欠賬全數清還並終止信貸，及於緊接終止信貸前 5 年內沒有重要欠賬（以相關滙豐金融公司決定為準）的情況下，指示相關滙豐金融公司要求有關信貸調查機構在其信貸資料庫內刪除任何有關該等已終止信貸的資料。

- (h) In accordance with the terms of the PDPO, the relevant HSBC Broking Companies have the right to charge a reasonable fee for the processing of any data access request.

根據該條例的條款，相關滙豐金融公司有權就處理任何查閱資料的要求收取合理費用。

- (i) The person to whom requests for access to data, exercise of opt-out right, correction of data or information regarding policies and practices and kinds of data held are to be addressed as follows:

任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：

The Data Protection Officer  
Level 25, HSBC Main Building  
1 Queen's Road Central  
Hong Kong  
Telephone : (852) 2521 1661  
Facsimile : (852) 3409 2752

香港皇后大道中 1 號  
香港上海滙豐銀行總行大廈 25 樓  
資料保護主任  
電話：（852）2521 1661  
傳真：（852）3409 2752

- (j) The relevant HSBC Broking Companies may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the relevant HSBC Broking Companies will advise the contact details of the relevant credit reference agency.

相關滙豐金融公司或向信貸調查機構查閱有關客戶的信貸報告以考慮客戶之任何信貸安排申請。假如客戶有意索取有關信貸報告，相關滙豐金融公司會提供有關信貸調查機構的聯絡詳情。

- (k) Nothing in this Notice shall limit the rights of customers under the PDPO.

本通知不會限制客戶在該條例下所享有的權利。

*Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.*

注意：中英文本如有歧義，概以英文本為準。

*\*You may be subject to an earlier version of this Notice (known as Circular to Customers relating to the Personal Data (Privacy) Ordinance) <http://www.personal.hsbc.com.hk/1/2/broking/chinese/misc/pdpo> if you have not consented to subsequent changes to the earlier notice*

*\*若閣下未有同意本通知較早版本（稱為關於個人資料（私隱）條例的客戶通知）<http://www.personal.hsbc.com.hk/1/2/broking/chinese/misc/pdpo> 的隨後修訂，則該較早版本通知將適用於閣下。*