

SCHEDULE 6: PERSONAL DATA (PRIVACY)**附表 6: 個人資料 (保密)****1. INTERPRETATION 釋義**

- 1.1 Terms and expressions defined in this Agreement shall have the same meaning in this Schedule unless the context otherwise requires. References to clauses in this Schedule shall refer to clauses contained in this Fifth Schedule, unless the context otherwise requires. 本協議所定義之詞語及與本附件所述之意義相同，除非文意另有所指。本附件所指的條款是指本附件所包含的條款，除非文意另有所指。
- 1.2 In the event of any inconsistency between the provisions of the Client Agreement and this Schedule, the provisions of this Schedule shall prevail. 如果客戶協議條款與本附件條款之間有任何不一致，則以本附件條款為準。

2. GENERAL 一般事項

From time to time, it shall be necessary for the Client to supply VSAL with data (including “personal data” as defined in the Personal Data (Privacy) Ordinance (Cap.486 of the Laws of Hong Kong) as amended from time to time) in connection with the establishment or continuation of accounts or the provision of services by VSAL. This may include but will not be limited to information obtained in relation to the Client’s identity (name, date of birth, passport/identity card number, address(es), marital status, education level and employment information), as well as information collected for the purposes of ascertaining the Client’s financial profile, risk appetite, income (including sources of income) and net worth. Failure to supply, or to allow VSAL to use or disclose, such data may result in VSAL being unable to provide, or continue to provide any of the above facilities or services to or for the Client in Hong Kong or elsewhere. 關於帳戶之開立或延續，或者意博所提供之服務，客戶有必要不時向意博提供資料（包括不時修訂的《個人資料（私隱）條例》（香港法例第 486 章）所定義之個人資料）。這可能包括但將不限於所獲取的與客戶身份（姓名、出生日期、護照 / 身份證號碼、地址、婚姻狀況、教育水準和就業資訊）相關的資訊，以及為確定客戶的財務狀況、風險偏好、收入（包括收入來源）和淨資產而收集的資訊。如果無法提供或容許意博使用或者披露該等資料，可能導致意博無法在香港或其他地方或為客戶提供或繼續提供上述任何設施或服務。

3. PURPOSES OF DATA COLLECTION 資料收集目的

The purposes for which data may be collected, used and/or disclosed by VSAL (whether before or after the termination of the Client’s relationship with VSAL) are set out as follows: 意博可能基於下列目的收集、使用及 / 或披露資料（不論在客戶終止與意博的關係之前或之後亦然）：

- 3.1 the processing of applications for, and daily operation of services provided to the Client or to other persons for whom the Client acts as guarantor or for whom the Client provides any security; 處理客戶、客戶作為其 / 其等擔保人或向其 / 其等提供任何抵押的其他一位或多位人士所提出的服務申請，或向客戶或該 / 該等人士所提供服務的日常運作；
- 3.2 customer relationship management (including but not limited to loyalty programs or privileges and rewards schemes); 客戶關係管理（包括但不限於忠誠客戶計劃、優惠及獎勵計劃）；
- 3.3 conducting, seeking or obtaining credit checks, matching procedures, data verification, due diligence and risk management; 執行、尋求或取得信用審查、核對程式、資料確認、盡職審查以及風險管理；
- 3.4 assisting other financial institutions to conduct credit checks and collect debts; 協助其他金融機構進行信用審查及追討債務；
- 3.5 ensuring the Client’s or any surety’s ongoing creditworthiness; 確保客戶或任何擔保人維持可靠信用；

- 3.6 maintaining the Client's or any surety's credit history for present and future reference; 維持客戶或任何擔保人的信用記錄作為現在或將來參考之用；
- 3.7 improving, enhancing, designing or launching existing or new financial services or related products for Client's use (including, where appropriate, providing the Client with financial advice); 改善、加強、設計或發行供客戶使用的現有的或新的金融服務或相關產品（包括在適當的情況下向客戶提供財務意見）；
- 3.8 if the Client has consented (including an indication of no objection) to the use of the Client's personal data for direct marketing purposes by VSAL or any of its related corporations (as the term is defined in the Securities and Futures Ordinance (Cap. 571)) and/or any other person in the Account Opening Form marketing the following goods, products, services and facilities: 倘客戶在開戶表格已同意（包括不反對之暗示）意博或任何其關聯法團（按證券及期貨條例（第 571 章）所定義之名詞）及 / 或任何其他人士使用客戶個人資料以作直接促銷的用途，藉向客戶推廣下列貨品、產品、服務和設施：
- (a) Financial services; 金融服務；
 - (b) Related investment products; 相關投資產品；
 - (c) Financial and investment advice; 金融與投資建議；
 - (d) Client relationship management services; 客戶關係管理服務；
 - (e) Client credit protection and maintenance services; or 客戶信用的保護和維護服務；或
 - (f) Any other related goods, products or services that VSAL or any of its related corporations may develop under paragraph 3.7 of this Schedule, unless the Client instructs VSAL otherwise, and seeking or obtaining the same; 除非客戶對意博另有指示，任何意博或任何其關聯法團可根據本附件第 3.7 段發展其他相關的產品或服務，及尋求或取得該等產品或服務；
- 3.9 determining the amount of indebtedness owed to or by the Client or any surety; 決定客戶或任何擔保人與意博之間的債務數額；
- 3.10 collecting of amounts outstanding from the Client or any surety; 向客戶或任何擔保人追收欠款；
- 3.11 meeting any requests or requirements to make disclosure under any applicable law and regulatory requirement; 滿足任何適用法例及監管要求所提出的資料披露請求或要求；
- 3.12 enabling any actual or proposed assignee of VSAL to evaluate the merit of any actual or proposed assignment; 使任何意博的實際或建議承讓人對實際或建議之轉讓的益處進行評核；
- 3.13 any other purpose disclosed in the website(s) of VSAL or its related corporation from time to time; 任何其他在意博或其關聯法團公司網站上不時披露的用途；
- 3.14 commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority; 在任何法院或主管當局展開或進行答辯或以其他形式參與任何法律或行政程式；
- 3.15 satisfying any requirements under the codes on takeovers and mergers and share repurchases issued by any Regulator (as amended from time to time) and/or any other applicable laws and/or regulatory requirements in relation to takeovers in Hong Kong and/or any other part of the world; 遵守任何監管機構頒佈（並不時修訂）的公司收購、合併及股份購回守則及 / 或香港及 / 或世界任何其他地方有關收購之任何其他適用法例及 / 或監管要求的任何要求；
- 3.16 seeking or obtaining administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance,

business consulting, outsourcing, or other services to VSAL in connection with the operation of its business; and 尋求或取得的行政、電訊、電腦、付款、債務追討或證券結算、託管、提供市場資料、審計、銀行、融資、保險、業務諮詢、外判服務或其他予意博的與其業務經營相關的服務；以及

- 3.17 any other lawful purpose directly or indirectly relating or incidental to any of the above. 任何與上述直接或間接有關或附帶的用途。

4. DATA KEEPING 資料保存

Data held by VSAL relating to the Client, any surety and/or the Account shall be kept confidential but VSAL may, at its sole discretion, provide such information to the following persons for direct marketing purposes (where consented (including an indication of no objection) by the Client) or any other purposes permitted by this Schedule: 意博所持有關於客戶、任何擔保人及 / 或帳戶的資料必須保密，惟意博可以根據其獨有酌情權向下列人士提供該等資料作直接促銷用途（當客戶同意（包括不反對之暗示）時）或附件五所允許的任何其他用途：

- 4.1 any agent, contractor or third party service provider (whether in Hong Kong or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities clearing, custodian, market data provision, audit, banking, financing, insurance, risk management, business consulting, outsourcing, customer relationship management, marketing or other services to VSAL in connection with the operation of its business; 任何向意博提供行政、電訊、電腦、付款、追討債務、證券結算、託管、提供市場資料、審計、銀行、融資、保險、風險管理、業務諮詢、外判服務、客戶關係管理、營銷或其他意博業務運作相關服務的代理人、承辦商或第三方服務供應商（不論在香港或其他地方）；
- 4.2 any branch or office of VSAL or any of its related corporations, whether in Hong Kong or elsewhere; 在香港或其他地方的意博分支機構、辦事處或其任何關聯法團；
- 4.3 any person acting or proposing to act as surety; 作為擔保人或擬作為擔保人的任何人士；
- 4.4 any person under a duty of confidentiality to VSAL (or any member of the Group) or who has undertaken to keep such information confidential; 對意博（或任何集團成員）負有保密責任或者經已承諾對該等資料保密的任何人士；
- 4.5 any financial institution with which the Client has or proposes to have dealings; 與客戶進行交易或擬作交易的任何金融機構；
- 4.6 credit reference agencies and, in the event of default, to debt collection agencies; 信貸資料服務機構；如果客戶欠帳，可將資料提供予債務追討機構；
- 4.7 the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; 向出票人提供已付款支票副本（其中可能載有收款人資料）的付款銀行；
- 4.8 any actual or proposed assignee or transferee of VSAL; 意博任何實際或提議的承讓人或受讓人；
- 4.9 any person or entity who has established or proposes to establish any business relationship with VSAL or the recipient of the data; and 與意博經已建立或擬建立任何業務關係的任何人士或實體或資料接受人；以及
- 4.10 any person in accordance with any laws and/or regulatory requirements, whether as required by the Laws and Regulatory Rules that are applicable to VSAL or any of its related corporations, or otherwise, or any company issuing a notice under section 329 of the Securities and Futures Ordinance. 符合任何法例及/或監管要求的任何人士，不論是根據法律或監管規則適用於意博或任何其關聯法團的規例或其他規定之要求或其他情況；或者發出《證券及期貨條例》第 329 條所指通知的任何公司。

5. CLIENT ACKNOWLEDGEMENT AND AUTHORISATION 客戶確認及授權

- 5.1 The Client agrees that data may be transferred overseas pursuant to the provisions of this Schedule. 客戶同意，有關資料可以根據本附件的條款轉移到海外。
- 5.2 The Client acknowledges and accepts the risks that the information disclosed pursuant to this Schedule may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in Hong Kong due to difference in applicable laws and regulations. 客戶確認並接受，根據本附件作出資料披露的風險可能包括接收人根據其所在國家之法律向其他人士披露資料。而由於適用法律及規例的不同，與香港的情況相較，有關法律的適用範圍可能較廣，其執行亦可能較寬鬆。
- 5.3 The Client agrees to allow VSAL to disclose the Client's data for the purposes and to those persons as set out in this Schedule and to use such data pursuant to this Schedule. 客戶同意容許意博可為本附件所列之目的及向於本附件所列人士披露客戶資料及可按本附件使用該等資料。
- 5.4 Where the Client supplies VSAL with any data (including personal data), the Client represents and warrants to VSAL that the Client has taken all action necessary to authorise the disclosure of such data to VSAL and the use by VSAL of such data pursuant to the Client Agreement (including this Schedule). 當客戶向意博提供任何資料（包括個人資料）時，客戶向意博陳述、聲明並保證，客戶經已採取一切必要行動獲授權可向意博披露及容許意博可按客戶協議（包括本附件）使用該等資料。
- 5.5 The Client may request to ascertain whether VSAL holds the Client's personal data and VSAL's policies and practices in relation to personal data. Further, the Client may request access to and correction of Client's personal data. The Client also has the right to be informed about the kind of personal data held by VSAL and which items of data VSAL routinely discloses to credit reference agencies, and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency. Any requests should be made in writing with fourteen (14)-day advance notice to: 客戶可要求確定意博是否持有客戶的個人資料及關於個人資料意博之政策及實務。再者，客戶可以查詢及更改客戶個人資料。客戶亦有權瞭解意博持有的個人資料之種類及意博常規性地向信貸資料服務機構所披露的資料項目，並有權獲得進一步的資料，以便向相關信貸資料服務機構作出查詢及更改資料的要求。任何有關要求應提前十四(14)日以書面：

Data Privacy Officer
Venture Smart Asia Limited
Room 1309, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong
香港灣仔告士打道 151 號資本中心 1309 室
意博資本亞洲有限公司
資料私隱專員

or such other address as VSAL may subsequently notify from time to time. VSAL may charge a reasonable fee for processing any data access request. 或意博日後所公佈之其他位址。意博可能會收取合理費用，以處理任何查閱資料之要求。

- 5.6 Where VSAL grants any credit facilities to the Client or to another person for whom the Client acts as guarantor, in the event that the Client or the borrower defaults in repayment for a period exceeding sixty (60) days or such other period as prescribed by the laws or the relevant Regulators from time to time, data (which has been provided by VSAL to the relevant credit reference agency) may be retained by that credit reference agency until the earlier of the expiry of five (5) years from the date of final settlement of the amount in default and five (5) years from the date of the Client's discharge from bankruptcy as notified to that credit reference agency. In the event of termination of the relevant account by full repayment and on condition that there has not been, within five (5) years immediately before account termination, any material default on that account, the Client may instruct VSAL to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated account but such instruction should be given within five (5) years after account termination. 當意博提供融資安排予客戶或客戶作為其擔保人的另一名人士時，倘若客戶或借款人拖欠還款超過六十(60)日或者

法律或相關監管機構不時規定的其他期限，有關信貸資料服務機構可以保留意博向其提供之資料直至欠款最終清償之日起計五(5)年屆滿為止或該信貸資料機構接獲客戶解除破產通知之日起計五(5)年屆滿為止，以較早的日期為準。倘相關帳戶因全數還款而結束，及若在帳戶結束前五(5)年為沒有重大欠帳；則客戶有權指示意博向有關信貸資料服務機構提出請求將關於已結束帳戶之任何帳戶資料從其資料庫內刪除，但該指示須於帳戶結束後五(5)年內作出。

- 5.7 Without limiting the other provisions of this Schedule where the Client applies for credit (including any loan, overdraft facility or any other kind of credit) to be granted to the Client or to another person for whom the Client acts as guarantor, the data which the Client provides to VSAL may be passed on to a credit reference agency or, in the event of a default, to a debt collection agency in accordance with the provisions of the code of practice on consumer credit data approved and issued under the Personal Data (Privacy) Ordinance as amended from time to time. 在無限制本附件之其他條款下，當客戶申請向其或向客戶作為其擔保人的另一人士授予信貸安排（包括任何貸款、透支服務或任何類型的信貸），客戶向意博所提供的資料可能會被移交至信貸資料服務機構或債務追討機構（後者適用於拖欠債務的情況），但必須合乎根據不時修訂的《個人資料（私隱）條例》下所頒佈的個人信貸資料實務守則的條文。
- 5.8 For the purposes of this Schedule, if applicable, account data may include account general data (i.e. general particulars of the relevant account such as account opening date, repayment terms, whether the Client as a borrower or guarantor, approved loan amount, repayment terms) and account repayment data (such as the amount repaid, outstanding balance of the loan, default data including the amount and number of days overdue). 就本附件而言，若適用，帳戶資料可包括帳戶一般資料（即相關帳戶的一般細節，例如開戶日期、還款條款、客戶是借款人或擔保人、批核的貸款金額、還款條款）以及帳戶還款資料（例如已償還金額、貸款未清還餘額，欠款資料包括拖欠金額及拖欠日數）。
- 5.9 Without prejudice to the right of VSAL to rely on grandfathering provision(s) or exemption(s) under the Personal Data (Privacy) Ordinance as amended from time to time or other applicable law, by consenting (including an indication of no objection) to the use of the Client's personal data for direct marketing purposes by members of the Group in the Account Application, or otherwise the Client agrees and consents that VSAL may send by telephone, mail, email or other electronic means to the Client from time to time direct marketing materials or messages relating to services or products which, in the opinion of VSAL, the Client may be interested in. The Client agrees that to the extent permitted by Laws and the Regulatory Rules the consent herein shall constitute specific opt-in for the purpose of any applicable privacy rules or regulations. Notwithstanding this, the Client may at any time request not to receive such direct marketing materials or messages from VSAL if the Client so requests in writing to VSAL at the address stated in Clause 5.5. Unless and until the Client has so requested in writing, the Client shall be deemed to be willing to receive any such information. 在無損意博依賴不時修訂的《個人資料（私隱）條例》下原有的條文或豁免，通過同意（包括不反對的暗示）集團成員在帳戶申請時使用客戶個人資料以作直接促銷用途，客戶同意，意博可以透過電話、郵寄、電郵或其他電子方式，不時向客戶發送意博認為客戶可能有興趣並且與服務或產品相關的直接促銷材料。客戶同意，在法律或監管規則許可的前提下，在此作出的同意即被視為滿足任何適用的私隱規則或規例的特定選擇接收之要求。雖然如此，客戶可以隨時透過書面方式，向意博要求不再接收有關直接促銷材料或訊息。除非客戶經已提出書寫要求，否則客戶將被視為願意接收任何該等資訊，位址為 5.5 條所載。

6. MISCELLANEOUS 一般事項

- 6.1 The Client hereby expressly authorizes VSAL to provide the details of the Account to any Regulator in any investigation conducted or any enquiry made by it. 客戶謹此明確同意意博可向任何監管機構提供帳戶之詳細資料，以便協助其進行的調查或作出的詢問。
- 6.2 VSAL will keep information relating to the Client's Account confidential, but is authorized by the Client to provide any such information to any Regulator in order to comply with its requirements or requests for information without any further consent from or notification to the Client. 意博將會對客戶帳戶的有關資料予以保密，但客戶特此授權意博將該等資料提供予任何監管機構，以符合其規定或應其要求，而無需任何額外通知客戶或徵求客戶同意。

- 6.3 The Client hereby declares that the Client has read all of the provisions of this Schedule. 客戶在此聲明客戶已詳閱本附件之所有條款。
- 6.4 The contents of this Schedule may be updated by VSAL by giving written notice to Client at any time. 意博可隨時就更新本附件向客戶發出書面通知。