

上海商業銀行

SHANGHAI COMMERCIAL BANK

Shanghai Commercial Bank Limited
GPO Box 139 Hong Kong
上海商業銀行有限公司
香港郵箱139號
Tel (852) 2818 0282 Fax (852) 2810 4623
www.shacombank.com.hk

親愛的客戶：

有關：《「銀行同業帳戶數據共享」（「IADS」）之條款及細則》及 《電子身份驗證及身份證明文件上載條款及重要提示》修訂通知

多謝閣下選用上海商業銀行服務。由2025年5月15日起（「生效日」），本行將修訂《「銀行同業帳戶數據共享」（「IADS」）之條款及細則》及《電子身份驗證及身份證明文件上載條款及重要提示》。有關上述條款及細則的主要修訂之摘要見於附件I。閣下亦可瀏覽本行網頁 www.shacombank.com.hk 之「最新消息」參閱已修訂之條款及細則。

除了上述的修改外，條款及細則內的所有其他條文均維持不變，並仍具有完全效力及作用。請注意：如閣下在生效日或之後未有終止銀行服務，則閣下將受以上修改約束。

如有任何查詢，請親臨本行任何一間分行或致電客戶服務熱線（852）2818 0282。

上海商業銀行有限公司 謹啟
2025年4月12日

隨函附件：附件I

此為中文譯本，如與英文版本有歧異，概以英文版本為準。

附件 I:

條款及細則的主要修訂之摘要

為方便 閣下參考，本行現將條款及細則的主要修定之摘要列出如下（現有條款中的新增內容以斜體及底線列明，刪除之內容以刪除線列明）。有關摘要如與已修訂之條款及細則有歧異之處，概以已修訂之條款及細則為準。

《「銀行同業帳戶數據共享」（「IADS」）之條款及細則》

受影響之條款	修訂
條款及細則之名稱	「 <u>戶口互聯銀行同業帳戶數據共享</u> 」（「IADS」）之條款及細則
引言	本條款及細則適用於使用上海商業銀行有限公司（「本行」）提供的「 <u>戶口互聯銀行同業帳戶數據共享</u> 」（「IADS」）。申請人使用 IADS 前， <u>您</u> 應細閱並清楚了解本條款及細則（「本條款」）的內容及其後果。本條款是附加於本行現行之銀行帳戶及一般服務章則及條款、本行之關於個人資料的收集和處理致客戶及其他個別人士的通知（「個人資料通知」）及其他適用的條款及細則（統稱為「其他條款及細則」）。若本條款與其他條款及細則有任何歧義，就有關 IADS 而言概以本條款為準。當申請人 <u>您</u> 給予本行授權使用 IADS，即表示 <u>他/她/其</u> <u>您</u> 將被視為已接納本條款，並同意受其約束。
條款 1	根據不時修訂或補充之本條款、IADS 下的要求、其他參與 IADS 之銀行（下稱「參與銀行」）的任何條款及細則以及任何適用法律、條例及規章（包括但不限於香港法例個人資料（私隱）條例（第 486 章）），申請人 <u>您</u> 授權本行就第 2 條提及的目的，使用 IADS 從參與銀行收集、使用、披露或保留 <u>其申請人</u> <u>您的</u> 銀行帳戶數據（下稱「數據」）。
條款 2	<p><u>銀</u><u>本行</u>及/或其任何授權第三方可將收集之數據以作下述<u>第 2.1 至 2.3 款</u>所規定的用途：</p> <p><u>2.1 簡化信貸申請及審批的用途包括：</u></p> <ul style="list-style-type: none">考慮及評估申請人<u>您</u>有關本行產品、服務和信貸的申請；<u>加強及簡化信貸申請及審批流程；</u><u>處理銀行服務及信貸便利之申請；</u>檢討或更新已向申請人<u>您</u>提供的任何信貸；就申請人<u>持續</u>對您的風險狀況進行信用風險監控與察和評估；及<u>透過綜合數據來源以促進數位貸款，改善您的信用風險狀況；及</u>與上述任何一項的所有其他附帶及相關的用途。 <p><u>2.2 賬戶綜合概覽的用途包括：</u></p> <ul style="list-style-type: none"><u>深入了解和分析您的交易行為；</u><u>促進個人化服務和相關業務的完善及產品開發，以及僅在您同意的情況下進行促銷；及</u><u>透過全面了解您的財務狀況來提升您的客戶體驗。</u> <p><u>2.3 管理所有參與銀行的銀行同業守則中不時修訂及/或補充之其他用途（「IADS 守則」）。</u></p> <p><u>如您不希望本行如上述使用其資料或將您的資料提供予其他人士作直接促銷用途，您可通知本行行使您的選擇權拒絕促銷。</u></p> <p><u>本行可隨時更改以上用途，同時會就相關更改通知客戶。</u></p>
條款 3	申請人 <u>您</u> 確認及同意就 IADS 之用途： <ul style="list-style-type: none">給予本行之授權會取代及凌駕本行對申請人之<u>您</u>任何私隱、機密或保密責任；本行可按需要適時要求申請人<u>您</u>提交額外授權、資料或文件；申請人<u>您</u>將遵守不時修訂或補充之所有現行適用法律、條例及法規；及申請人<u>您</u>已獲得所有必須及合適的同意及授權以使本行能夠在授權有效期間合法地從參與銀行收集數據。
條款 4	<u>您</u> 確認及同意： <ul style="list-style-type: none"><u>本行無法控制 IADS 的運營，也無法控制 IADS 或任何其他參與銀行執行資料存取/檢索/共享請求的時間。</u><u>IADS 由其營運機構以「現況」提供數據共享，對其功能或表現不作任何形式的陳述、保證或協議。您須自行承擔使用 IADS 的風險。在法律允許的最大範圍內，本行、其他參與銀行和 IADS 運營機構明確否認任何形式的所有明示或暗示的保</u>

	<u>證和條件，並且您同意並接受本行有權依賴如 IADS 規則中所述的所有免責聲明和責任限制。</u>
條款 5 <u>6</u>	<u>申請人</u> 您可於任何時間撤銷或取消對本行之授權。在授權及/或存取權限到期、撤銷或取消後，本行會停止從參與銀行收集新數據。在授權細節中列明之數據保存期限屆滿後，銀 <u>本行</u> 會停止使用、揭露及/或保留所收集之數據。 <u>申請人</u> 您需留意，撤回授權可能會導致本行無法處理 <u>申請人</u> 您的申請或繼續向 <u>申請人</u> 您提供銀 <u>本行</u> 的服務。儘管本文包含任何規定，唯本行可按任何相關法律、條例、法規及指引，或用於審計、會計或稅務目的而保存所收集之數據。
條款 7 <u>8</u>	<u>申請人</u> 如您申請貸款，您確認並理解提供授權以便處理申請人之 <u>您的</u> 申請不是強制性的。但是，申請人您承認並接受，如果申請人您不提供授權，申請人您可能會遇到本行延遲提供服務的情況，而如果是申請銀 <u>本行</u> 服務，結果也可能有所不同。
條款 9	<u>本行可能會就 IADS 服務或相關目的而在本行「個人資料通知」確定的期限內保留您的資料。具體資料保留期限可能會根據收集的資料類型而有所不同。</u>
條款 8 <u>10</u>	<u>申請人</u> 您承認並同意本行及其任何子公司以及由其直接或間接控制的任何其他公司或實體（「關聯公司」）及其任何職員、僱員、代理人、代名人、保管人或專業顧問（包括審計師、會計師和法律顧問）或以任何正式授權代表身份行事的任何其他人（「職員」）毋須對 <u>申請人</u> 您負責，申請人您在此放棄向本行、其關聯公司和職員的所有索賠，包括通過使用 IADS（包括但不限於(i)參與銀行所提供之服務的任何延遲、中斷、間斷或不足；(ii) 使用 IADS 時數據中有任何錯誤或差異；及(iii)任何資料外洩給任何未經授權的人）而收集、使用、處理、傳輸、和/或保存資料或其任何部分而引起的任何種類或性質的任何責任、索賠、損失、損害、訴訟、程序、要求、成本、費用或開支，除非此類責任、索賠、損失、損害、訴訟、程序、要求、成本、費用或開支是由本行欺詐、故意不當行為或重大過失引起的。 <u>申請人</u> 您同意賠償本行就本行可能因 IADS 而遭受或發生的所有責任、索賠、損失、損害、成本、費用或支出。

《電子身份驗證及身份證明文件上載條款及重要提示》

受影響之條款	修訂
條款 2.6	關連人士的香港身份證的照片或上載的其他身份證明文件及其資料將被 <u>轉移</u> 提供予本行及本行的第三方服務供應商，就有關文件以驗證關連人士的身份，個人資料及/或活體偵測，並將由本行及本行的第三方服務供應商根據《個人資料(私隱)條例》（第 486 章）及個人資料通知及本行之私隱政策聲明被使用、處理、保留和披露。

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12 April 2025

Dear Valued Customer,

**Notice of Amendment to “Terms and Conditions for Interbank Account Data Sharing (“IADS”)” and
“Provisions for Electronic Identity Verification (eIDV) and Identification Proof Upload for Account Opening and
Important Notes”**

Thank you for your valued support to Shanghai Commercial Bank (“the Bank”) services.

Kindly be informed that with effect from 15 May 2025 (“Effective Date”), the “Terms and Conditions for Interbank Account Data Sharing (“IADS”)” and the “Provisions for Electronic Identity Verification (eIDV) and Identification Proof Upload for Account Opening and Important Notes” will be revised. A summary of the major amendments can be found in the attached Annexure I. You can also browse our website www.shacombank.com.hk (Latest News) to read the revised Terms and Conditions.

Save for the above amendments, all other provisions of the Terms and Conditions shall remain unchanged and be in full force and effect. Please note that the amendments shall be binding on you if you continue to use our services on or after the Effective Date.

Should you have any queries, please visit any of our branches or call our Customer Service Hotline at (852) 2818 0282.

Yours faithfully,
Shanghai Commercial Bank Limited

Enclosures: Annexure I

In case of inconsistency between the English and Chinese versions of this letter, the English version shall prevail.

Annexure I:
Summary of the Major Amendments to the Terms and Conditions

For your easy reference, we have set out below a summary of the amendments to the Terms and Conditions (the new contents within the existing provisions are in italics and underlined while the deleted contents are marked with strikethrough lines). In the event of conflict between the summary and the revised Terms and Conditions, the latter shall prevail.

“Terms and Conditions for Interbank Account Data Sharing (“IADS”)”

Affected Clause	Amendment
Introduction	<p>These provisions shall apply to the use of Interbank Account Data Sharing (“IADS”) provided by Shanghai Commercial Bank Limited (<u>the</u> “Bank”). Before using IADS, the Applicant is<u>you are</u> advised to read carefully and understand the contents and effects of these provisions (“Terms”). These Terms shall be additional to the Bank’s prevailing Terms and Conditions for Bank Accounts and General Services, the Bank’s Circular to Customers and Other Individuals relating to the Collection and Handling of Personal Data (<u>“Personal Data Circular”</u>) and other applicable terms and conditions (collectively “Other Terms and Conditions”). In case of any discrepancy between these Terms and Other Terms and Conditions, these Terms shall prevail insofar as the IADS is concerned. By giving consent to the Bank for the use of IADS, the Applicant<u>you are deemed to accept</u> represents his/her/its your acceptance of these Terms and agrees to be bound by them.</p>
Clause 1	<p>The Applicant<u>You</u> shall authorize the Bank to collect, use, disclose and retain the Applicant’s<u>your</u> bank account data (the “Data”) through the use of IADS from other participating banks of the IADS (the “Participating Banks”) for the purposes stated under Clause 2 subject to these Terms, the requirements under the IADS, any terms and conditions of the Participating Banks and any applicable laws, rules and regulations (including but not limited to the Personal Data (Privacy) Ordinance, Cap. 486 of the Laws of Hong Kong) as may be amended or supplemented from time to time.</p>
Clause 2	<p>The Data shall be used by the Bank and/or any of its authorized third parties for the <u>following</u> purposes <u>as set out in Sub-clause 2.1 to 2.3 below including:</u></p> <p><u>2.1 The purposes of streamlined credit application and underwriting are to:-</u></p> <ul style="list-style-type: none"> • Considering and assessing the Applicant<u>’s</u> <u>your</u> application(s) for the products, services and facilities of the Bank; • <u>Enhance and streamline credit application and underwriting processes;</u> • Processing of application(s) for services and credit facilities; • Reviewing or renewing any credit facility granted to the Applicant<u>you</u>; • <u>Continuously perform</u> credit risk monitoring and assessment over risk profiles of the Applicant<u>you</u>; • <u>Improve credit risk profiles of you by aggregating data sources to facilitate digital lending;</u> and • All other incidental and associated purposes relating to any of the above. <p><u>2.2 The purposes of consolidated view of accounts are to:-</u></p> <ul style="list-style-type: none"> • <u>Gain in-depth understanding and enable analysis of your transaction behavior;</u> • <u>Facilitate improvement and development of customized value-added service offerings and related business analysis and marketing; and</u> • <u>Enhance customer experience of you with a holistic view of your financial positions.</u> <p><u>2.3 Any other purposes as set out in the interbank rules governing all participants of IADS, as amended and/or supplemented from time to time (“IADS Rules”).</u></p> <p><u>If you do not wish the Bank to use or provide to other persons your data for use in direct marketing as described in Personal Data Circular, you may exercise your opt-out right by notifying the Bank.</u></p> <p>The Bank may amend these purposes from time to time by giving notice to the Applicant<u>you</u>.</p>
Clause 3	<p>The Applicant<u>You</u> acknowledges and agrees that for the purposes of IADS:</p> <ul style="list-style-type: none"> • the Consent given to the Bank supersedes and overrides any privacy, confidentiality or secrecy obligation owed by the Bank to the Applicant<u>you</u>; • the Bank may request the Applicant<u>you</u> to provide further consent, information or document from time to time; • the Applicant<u>you</u> will comply with all applicable laws, rules and regulations relating to the Data that are in force as amended or supplemented from time to time; and • the Applicant has<u>you have</u> all necessary and appropriate authority and consents in

	place to enable the Bank's lawful collection of the Data from Participating Banks during the Consent period.
<u>Clause 4</u>	<p><u>You acknowledge and agree that:</u></p> <ul style="list-style-type: none"> • <u>the Bank has no control over the operation of IADS and no control over the timing of the execution of data access/ retrieval/ sharing requests by IADS or any other Participating Banks</u> • <u>IADS is provided by its operator on an "as is" basis with no representation, guarantee or agreement of any kind as to its functionality or performance. Use of IADS is at your sole risk. To the maximum extent permitted by law, the Bank, other Participating Banks and operator of IADS expressly disclaim all warranties and conditions of any kind, whether express or implied, and you agree and accept that the Bank is entitled to rely on all disclaimers and limitations of liabilities as set out in the IADS Rules.</u>
Clause 5 <u>6</u>	The Applicant <u>You</u> may at any time revoke or cancel the Consent granted to the Bank. Upon expiration, revocation or cancellation of the Consent and/or the access permission, the Bank shall cease to collect new Data from Participating Banks. The Bank shall cease to use, disclose and/or retain the collected Data upon the expiration of the data retention period stated in the details of the Consent. The Applicant <u>You</u> should note that withdrawal of consent may result in the Bank being unable to process the Applicant's <u>your</u> applications or continue to provide services of the Bank to the Applicant <u>you</u> .
Clause 7 <u>8</u>	<u>If you apply for a loan, The Applicant</u> <u>you</u> acknowledges and understands that it is not compulsory to provide the Consent to facilitate the Applicant's <u>your</u> applications. However, the Applicant <u>you</u> acknowledges and accepts that if the Applicant <u>you</u> does not provide the Consent, the Applicant <u>you</u> may experience delay in provision of services by the Bank, and in case of banking applications, the outcome may also be different.
<u>Clause 9</u>	<u>The Bank may retain your Data for purpose of IADS service or related purposes for a period in accordance with the Bank's Personal Data Circular. The specific data retention periods may vary depending on the type of data collected.</u>
Clause 8 <u>10</u>	The Applicant <u>You</u> acknowledges and agrees that the Bank, and any of its subsidiaries and any other companies or entities directly or indirectly controlled by them (the "Affiliates") and any of their officer, employee, agent, nominee, custodian or professional adviser (including auditor, accountant and legal adviser) or any other person acting in any duly authorized representative capacity (the "Officers") shall not be liable to the Applicant <u>you</u> , and the Applicant <u>you</u> hereby waives all claims against the Bank, the Affiliates and the Officers, for any liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense of any kind or nature whatsoever and howsoever caused in connection with the collection, use, processing, transmission and/or retention of the Data or any part thereof through the use of IADS (including but not limited to (a) any delay, disruption, interruption or inadequacy of the services provided by any Participating Bank; (b) any error or discrepancy in the Data through the use of IADS; and (c) any data leakage to any unauthorized person), unless such liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense are caused by fraud, wilful misconduct or gross negligence of the Bank. The Applicant <u>You</u> agrees to indemnify the Bank for all such liability, claim, loss, damage, cost, fee or expense which the Bank may suffer or incur arising from or in connection with the IADS.

"Provisions for Electronic Identity Verification (eIDV) and Identification Proof Upload for Account Opening and Important Notes"

Affected Clause	Amendment
Clause 2.6	Your Hong Kong Identity Card photo or other identification proof uploaded and information on such identification proof provided will be automatically transferred to the Bank and its third party service providers for the purpose of verifying the Connected Parties' identity, personal information and/or liveness, and will be used, processed, stored and disclosed by the Bank and the third party service providers in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and the Personal Data Circular <u>and Privacy Policy Statement issued by the Bank</u> .
Clause 2.10	If you do not accept these Provisions, please do not start the eIDV <u>process</u> and identification proof upload procedures.