



## Mox's Personal Information Collection Statement ("PICS")

Mox Bank Limited ("**Mox**", "**we**", "**us**") will collect your personal data to help us operate as a bank. Broadly, Mox will collect, process and store the personal data you provide to us (such as your name, date of birth, identity card number, correspondence address, phone number, email address, nationality, credit-related information or even 'sensitive' data such as your facial image, and videos and voice recordings of you that you provide while communicating with us) to keep you and Mox secure, meet our business obligations and comply with the law. This includes establishing, maintaining and operating your accounts with Mox, Mox Card, and any other Mox product or service you use, and also providing rewards and running competitions and games. The provisions of this PICS form part of our terms and conditions (including the terms and conditions applicable to your use of the Mox app) and any other agreement or arrangements you enter into with Mox.

We collect your data so we can provide the best possible service to you. If you do not provide us with the personal data we require from you, we may not be able to establish, maintain or provide our products and services to you.

We may also collect your data, directly or indirectly, from your transactions with or through Mox in the ordinary course of our business, including information received from third parties, the public domain, collected through your use of the Mox app, websites, cookies, behavioral or location tracking tools, banking services, financial services or other services provided by Mox and the Standard Chartered Group and/or when you deposit money or execute transactions through your cards, or otherwise carry out transactions as part of your use of our services. Understanding your spending, saving and investment behaviour helps us make suggestions to you, make informed financial decisions for you, and keep your account(s) and data secure.

Please note that we also collect data to help us comply with laws, regulations, guidelines and requests or investigations by the authorities.

In this PICS, "**Standard Chartered Group**" means each of or collectively Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office). Mox is a member of the Standard Chartered Group.

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### 1. Who We Collect Data from

- (a) We will collect personal data from our customers and other individuals in connection with the purposes set out in this PICS. These customers and other individuals may include the following, and we refer to them collectively as "you", or "your" in this PICS:
  - (i) applicants and account-holders of Mox products or services;
  - (ii) customers; and
  - (iii) any third party transacting with or through us.
- (b) We may also collect your personal data from the following sources in connection with the purposes set out in this PICS:

- (i) credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”); and
- (ii) public sources, debt collection and fraud prevention agencies, and others aggregators.

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## 2. Use of Your Data

We may use your data for any of the following purposes:

- (a) considering and processing your application(s) (including assessing the merits and/or suitability of your application(s)) for Mox products and services;
- (b) operating and maintaining your, and informing you of, Mox products and services, including to understand the overall picture of your relationship with the Standard Chartered Group by linking data in respect of all products and services you are connected to;
- (c) developing, improving and designing Mox products and services;
- (d) meeting our internal operational requirements or those of the Standard Chartered Group (including credit and risk management, system or product development and planning, carrying out testing and analysis and insurance, audit and administrative purposes);
- (e) conducting credit checks on you and obtaining your credit report from credit reference agencies (including upon your application for any Mox product or service and when we review your credit, which normally takes place one or more times each year);
- (f) creating and maintaining our credit and risk scoring models;
- (g) maintaining your credit history for present and future reference;
- (h) assisting other financial institutions and organisations to conduct credit checks and collect repayments owed to them;
- (i) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model to conduct credit checks and collect debts;
- (j) ensuring your initial and ongoing creditworthiness;
- (k) determining the amount of indebtedness owed to or by you;
- (l) enforcing your obligations, to us or any other member of the Standard Chartered Group, including, but not limited to, collecting amounts outstanding from you (e.g. by contacting a debt collection agency);
- (m) in connection with matching against any data held by us or the Standard Chartered Group so that we can better improve the way we provide services to you, for

example, credit checking and data verification. We may also need to match your data when we try to recover amounts you owe us;

- (n) marketing services, products and other subjects (see clause 4 (Direct marketing) of this PICS);
- (o) meeting or complying with any obligations, requirements or arrangements for disclosing and using data that apply to us or any other member of the Standard Chartered Group, including those that we or any such member is expected to comply with according to:
  - (i) any present or future law or regulation within or outside Hong Kong (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
  - (ii) any present or future guidelines or guidance 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 (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
  - (iii) 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 applicable to us or any member of the Standard Chartered Group by reason of its financial, commercial, business or other interests or activities in or related to the relevant jurisdiction (each an “**Authority**”); or
  - (iv) any investigation, demand or request from an Authority;
- (p) meeting any obligations, policies, measures or arrangements for sharing data and information within the Standard Chartered Group and/or any other use of data and information pursuant to any group-wide programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing, fraudulent activities or other unlawful activities;
- (q) enabling an actual or potential transferee, assignee of all or any part of our business and/or assets or participant or sub-participant of our rights in respect of you, to evaluate the transaction intended to be the subject of the transfer, assignment, participation or sub-participation;
- (r) in connection with us or any member of the Standard Chartered Group defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal proceedings), including where it is in the legitimate interests of us or any member of the Standard Chartered Group to seek professional advice, for obtaining legal advice or for establishing, exercising or defending legal rights;

- (s) in connection with investigating an insurance-related matter (including matters related to any member of the Standard Chartered Group);
- (t) organising and delivering seminars to you;
- (u) managing, monitoring and assessing the performance of any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment or securities clearing, broking, distribution and/or custody, or other services to us in connection with the establishment, operation or maintenance of any Mox product or service; and
- (v) accessing your personal and account information or records held by credit reference agency(ies) for the purpose of reviewing any of the following matters from time to time in relation to the existing credit facilities granted to you or a third party whose obligations are guaranteed by you:
  - (i) an increase in the credit amount;
  - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
  - (iii) the putting in place or the implementation of a scheme of arrangement with you or the third party; or
- (w) any other purposes relating thereto.

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### 3. Disclosure of Your Data

Data we hold is kept confidential but we may provide, transfer or disclose such data or information to other parties (whether within or outside Hong Kong\*) if it will help with any of the uses we've listed in clause 2 (Use of your data) of this PICS. These other parties include:

- (a) any organisation, agent, contractor or third party service provider who provides administrative, telecommunications, identity verification/know-your-customer, computer, payment/transaction, cloud storage or services, data analytics, cybersecurity or securities clearing, securities broking and custody, or other services to us in connection with the establishment, operation, maintenance or provision of any Mox product or service to you;
- (b) anyone who works for (or provides services to) us or the Standard Chartered Group (or any of the parties referred to in clause 3(a) of this PICS);
- (c) any person who owes a duty of confidentiality to Mox (or any other member of the Standard Chartered Group);
- (d) credit reference agencies (including the operator of any centralised database used by credit reference agencies);
- (e) debt collection agencies if we need to collect a repayment;

- (f) any financial institution or merchant acquiring company which you would like to, or already have, dealings with;
- (g) any person or organisation that Mox (or another member of the Standard Chartered Group) owes an obligation to (which may exist now or in the future) for the purposes set out in clause 2(o) of this PICS;
- (h) any actual or proposed assignee or transferee of all or any part of Mox's business and/or assets or participant or sub-participant or transferee of Mox's rights in respect of you;
- (i) any party giving or proposing to give a guarantee or third party security to guarantee or secure your obligations;
- (j) charitable or non-profit making organisations;
- (k) any external service provider that we engage to provide marketing services (including anyone who works for such a service provider);
- (l) third party service providers engaged by you using Mox's application programming interface (API), in accordance with your instruction to us or the third party service provider, for the purposes notified to you by us or the third party service provider and/or as consented to by you in accordance with the Personal Data (Privacy) Ordinance;
- (m) third party financial institutions, insurers, credit card companies, securities and investment service providers (including brokers, fund managers and their agents, and market infrastructure such as stock exchanges);
- (n) third party reward, loyalty, co-branding and privileges program providers;
- (o) our co-branding partners and/or co-branding partners of any member of the Standard Chartered 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);
- (p) any member of the Standard Chartered Group;
- (q) any person or company who has a direct or indirect shareholding in Mox and their affiliates (each, a "**Shareholder**") (for example, to find out whether or not you are a customer of theirs or their affiliates and what products and services they provide or could provide to you), and anyone who works for (or provides services to) a Shareholder;
- (r) any other Mox customers in connection with your use of Mox products and services; and
- (s) any other person:
  - (i) where the public interest requires; or
  - (ii) with your express or implied consent.

*\*This may mean your data is disclosed, transferred, stored or processed outside of Hong Kong. If this happens, then we may need to comply with another country's laws and requirements on personal data. Such parties may be located in the following countries: Australia, Germany, India, Ireland, Japan, Mainland China, Malaysia, Netherlands, Philippines, Singapore, United Arab Emirates, United Kingdom, United States of America.*

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#### **4. Direct Marketing**

- (a) We would like to use your data in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. The data that we may use in direct marketing includes:
  - (i) your name and contact details;
  - (ii) your demographic data;
  - (iii) the products and services provided to you by Mox, the Standard Chartered Group or any Shareholder;
  - (iv) your saving, spending and investment patterns and behaviour; and
  - (v) your financial background.
  
- (b) We may directly market the following classes of services, products, and subjects:
  - (i) financial, insurance, fiduciary, investment services, credit card, securities, investment, banking and related services and products;
  - (ii) reward, loyalty or privileges programs and related services and products;
  - (iii) services and products offered by any Shareholder;
  - (iv) services and products offered by our co-branding partners (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
  - (v) donations and contributions for charitable and/or non-profit making purposes.
  
- (c) Along with us, the following persons may provide or solicit (in the case of donations and contributions) the services, products and subjects set out in clause 4(b) of this PICS:
  - (i) any member of the Standard Chartered Group or any Shareholder;
  - (ii) third party financial institutions, insurers, credit card companies, securities and investment service providers;
  - (iii) third party reward, loyalty, co-branding or privileges program providers;
  - (iv) our co-branding partners and/or co-branding partners of any member of the Standard Chartered Group; and

- (v) charitable or non-profit making organisations.

We may also provide your data to any of these people for them to use in directly marketing the same services, products and subjects to you. Mox will always first obtain your consent (which includes an indication of no objection) for that purpose. We may receive money or other property in return for providing your data to these other persons, but we'll tell you if this is the case when obtaining your consent.

- (d) You can change your mind about giving consent for us to use or provide to other persons your data for use in direct marketing, as set out in this clause 4. Just let us know at any time.

## 5. Personal Data of Another Person

Where you have provided us with another person's personal data, you should provide him/her with a copy of this PICS and inform them of how we may use his/her data.

## 6. Access and Correction of Your Personal Data

- (a) You have the following rights according to the terms of the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data:
  - (i) to check what data of yours we hold and be provided with a copy of it;
  - (ii) to require us to make changes to any data that is inaccurate;
  - (iii) to withdraw any consent that you have previously given us with respect to our use of your personal data;
  - (iv) to know our policies and practices on data;
  - (v) to be told what kind of data we hold and what you have access to;
  - (vi) to check what data we usually disclose to credit reference agencies and debt collection agencies;
  - (vii) to ask us for more information so you can approach the relevant credit reference agency(ies) or debt collection agency(ies) yourself for a copy of your personal data or for the personal data to be corrected; and
  - (viii) to ask us to make a request to the relevant credit reference agency(ies) to delete from its database any account data (including account repayment data) relating to an account that has been terminated by full repayment, as long as there hasn't been any default in payment for a period in excess of 60 days within five years immediately before the termination of the account. We also need to tell you that:
    - (A) if you miss a repayment relating to your account unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, your account repayment data 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; and

- (B) if any amount is written off because of a bankruptcy order made against you, then your account repayment data may be retained by the credit reference agency(ies), regardless of whether the account repayment data reveals 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 bankruptcy as notified by you with evidence to the credit reference agency(ies), whichever is earlier.

Account repayment data includes the amount last due, amount of payment(s) made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by us to the relevant credit reference agency(ies)), remaining available credit or outstanding balance and default data (being amount past due (if any) and number of days past due, date of settlement of amount past due (if any), and date of final settlement of any amount in default lasting for a period in excess of 60 days (if any)).

- (b) If you want to exercise any of the rights in this clause 6, see our Privacy Policy Statement in the Mox app and on our website or let us know via the Mox app, by email to [care@mox.com](mailto:care@mox.com), through the Customer Care Team (tel: +852 2888 8228) or send a letter to:

Data Protection Officer  
39/F, Oxford House  
Taikoo Place, 979 King's Road  
Quarry Bay  
Hong Kong

- (c) We have the right to charge a reasonable fee for the processing of any data access request you make.

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## 7. Security

- (a) Once we receive your data, we'll do our best to protect it because the security of your personal data is important to us. We have technical and organisational security measures in place to safeguard your personal data (including personal data in transit and storage). These security measures ensure that the confidentiality and integrity of your personal data is not compromised. Multiple layers of protection have been put in place to protect against leakage of personal data to external parties. Personal data will be encrypted by strong data encryption algorithms using encryption keys unique to us and with proper key management. When using external service providers, we require that they adhere to certain security standards mandated by us or the Standard Chartered Group (as applicable). We may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, we take all steps reasonably necessary to ensure that personal data is kept securely.



- (b) You should also be aware that the Internet (including applications which use the Internet for data transfer) may not be a secure form of communication and sending us personal data over the Internet may carry with it risks including the risk of access and interference by unauthorised third parties. Information passing over the Internet may be transmitted internationally (even when the sender and recipient are located in the same country) via countries with weaker privacy and data protection laws than your country of residence.
- (c) Mox and the Standard Chartered Group retain personal data in line with applicable legal and regulatory obligations and for business and operational purposes. In the majority of cases, this will be for 7 years from the end of your relationship with us. You can ask us to delete some or all of your data earlier than this but we can only do so if:
  - (i) we have no legal or regulatory obligation to retain it; or
  - (ii) we don't need it to provide a service that you would still like us to provide to you.

If we can't delete your data promptly after you ask us, please be sure that we'll let you know.

We and other members of the Standard Chartered Group may record and monitor electronic communications with you to ensure compliance with legal and regulatory obligations and internal policies.

You should also read our Privacy Policy Statement and Cookie Policy (available in the Mox app and on our website) when using our online and mobile app services.

The English version prevails if there is any inconsistency between the English and Chinese versions of this PICS.

This PICS is provided to you under Hong Kong's Personal Data (Privacy) Ordinance and Code of Practice on Consumer Credit Data.

Last Updated: 28 November 2023

## Mox 的個人資料收集聲明（「本聲明」）

Mox Bank Limited（「**Mox**」或「**我們**」）會向您收集個人資料以協助我們營運銀行業務。概括而言，Mox 會收集、處理及儲存您向我們提供的個人資料（例如您的姓名、出生日期、身分證號碼、通訊地址、電話號碼、電郵、國籍、信貸相關資料，或甚至「敏感」資料，如您的容貌圖像、及您與我們聯絡時所提供的錄像及錄音），以保障您及 Mox 的安全、履行我們的業務責任及遵守法律規定。這包括設立、維持及操作您於 Mox 的戶口、Mox 卡及您使用的任何其他 Mox 的產品或服務、提供回贈以及進行比賽及遊戲。本聲明的條文構成我們的條款及細則的一部分（包括適用於 Mox 應用程式的使用條款及細則）及您與 Mox 之間訂立的任何其他協議或安排。

我們向您收集資料是為了讓我們為您提供最佳的服務。如您不向我們提供所要求的個人資料，我們未必能夠設立、維持或向您提供我們的產品及服務。

我們亦可在日常業務過程中，從您與 Mox 進行或透過 Mox 進行的交易直接或間接收集您的資料，包括接收從第三方、公共領域、透過您使用 Mox 應用程式、網站、cookies、行為或位置追蹤工具、Mox 及渣打集團提供的銀行服務、金融服務或其他服務及 / 或當您透過您的卡存入款項或執行交易或以其他方式進行交易作為您使用我們服務的一部分時收集的資料。了解您的消費、儲蓄及投資行為，有助我們向您作出建議，為您作出有根據的財務決定，以及保持您的戶口及資料安全。

請注意，我們亦會收集資料以協助我們遵守法律、法規、指引及權力機構的要求或調查。

在本聲明內，「**渣打集團**」分別及一併指 Standard Chartered PLC 及其附屬公司及聯屬公司（包括每間分行或代表辦事處）。Mox 是渣打集團的成員。

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### 1. 我們向誰收集資料

- (a) 為本聲明所載目的，我們會向我們的客戶及其他個人收集個人資料。這些客戶及其他個人可能包括下列對象，就本聲明而言，我們統稱為「您」（「您的」具有相同意思）：
  - (i) Mox 的產品或服務的申請人及戶口持有人；
  - (ii) 客戶；及
  - (iii) 與我們進行或透過我們進行交易的任何第三方。
- (b) 我們也可為本聲明中列出的使用您資料的用途從以下來源收集您的個人資料：

- (i) 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（「**信貸資料服務機構**」）；及
- (ii) 公開渠道、債務催收及防範詐騙機構以及其他資料整合機構。

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## 2. 使用您的資料

我們可使用您的資料作下列任何用途：

- (a) 考慮及處理您就 Mox 的產品及服務作出的申請（包括評估您申請的成功機會及 / 或合適性）；
- (b) 運作及維持您使用的 Mox 的產品及服務及通知您有關 Mox 的產品及服務，包括透過與您有關連的所有產品及服務的鏈接資料，全面了解您與渣打集團的關係；
- (c) 開發、改良及設計 Mox 的產品及服務；
- (d) 符合我們或渣打集團的內部營運規定（包括信貸及風險管理、系統或產品開發及規劃、進行測試、分析及保險、審核及行政用途）；
- (e) 對您進行信貸審查，並從信貸資料服務機構獲取您的信貸報告（包括於您申請任何 Mox 的產品或服務當時，以及於正常情況下每年一次或多次進行的信貸審查）；
- (f) 設立及維持我們的信貸及風險評分模型；
- (g) 維持您的信用紀錄，供目前及日後參考之用；
- (h) 協助其他金融機構及組織進行信貸審查及收取它們的欠債；
- (i) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者進行信用檢查及追討欠債；
- (j) 確保您初始及維持可靠信用；
- (k) 釐定我們對您或您對我們的欠債金額；
- (l) 執行您對我們或任何其他渣打集團成員的責任，包括但不限於向您追討欠債（例如透過聯絡收數公司）；

- (m) 就與我們或渣打集團持有的任何資料進行配對，讓我們改善為您提供服務的方式，例如信用查核及資料核實。我們亦可能需就嘗試收回您欠我們的款項，而對您的資料進行配對；
- (n) 就服務、產品及其他標的進行市場推廣（見本聲明第 4 條「直接促銷」）；
- (o) 符合或遵守適用於我們或任何其他渣打集團成員就披露及使用資料的任何責任、要求或安排，包括根據下列各項我們或任何有關成員被預期應遵守的責任、要求或安排：
  - (i) 現有或將來於香港境內或境外的任何法律或法規（例如《稅務條例》及其條文，包括有關自動交換財務帳戶資料的條文）；
  - (ii) 現有或將來於香港境內或境外的任何法律、監管、政府、稅務、執法或其他機構，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（例如由稅務局作出或發出的指引或指導，包括有關自動交換財務帳戶資料的指引或指導）；
  - (iii) 就因我們或任何渣打集團成員位於有關司法管轄區或與之相關的金融、商業、業務或其他利益或活動，而與當地或外地的法律、監管、政府、稅務、執法或其他機構，或金融服務供應商的自律監管或行業組織或協會（各稱「權力機構」）訂立，且適用於我們或任何渣打集團成員的任何現有或將來的合約或其他承諾；或
  - (iv) 權力機構的任何調查、指令或要求；
- (p) 履行或遵守在渣打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、欺詐活動或其他非法活動的任何方案就於渣打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；
- (q) 讓我們的全部或任何部分業務及 / 或資產的實際或潛在承讓人、受讓人，或我們對您的權利的參與人或附屬參與人，能夠對其擬轉讓、受讓、參與或附屬參與的交易作出評核；
- (r) 就我們或任何渣打集團成員就任何法律、政府或監管或半政府相關事項、訴訟或法律程序（包括任何潛在的訴訟或法律程序），作出抗辯或回應，包括在合乎我們或任何渣打集團成員的合法權益的情況下，尋求專業意見，獲取法律意見，或確立、行使或維護法律權利；

- (s) 就保險相關事項進行調查（包括有關任何渣打集團成員的事項）；
- (t) 為您舉辦及提供講座；
- (u) 管理、監察及評核就任何 Mox 的產品或服務的建立、運作或維持而向我們提供行政、電訊、電腦、付款或證券結算、經紀、分銷及/或託管或其他服務的任何代理人、承辦商或第三方服務供應商之表現；
- (v) 不時取用信貸資料服務機構所持有您的個人及戶口資料或紀錄，就有關您或其債務受您擔保的第三方已獲授予的信貸安排，審閱下列任何事項：
  - (i) 增加信用額；
  - (ii) 縮減信貸額（包括取消信貸或降低信用額）；及
  - (iii) 與您或有關第三方定訂或實行債務償還安排計劃；或
- (w) 與上述有關的任何其他用途。

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### 3. 披露您的資料

我們持有的資料均予保密，但如對我們在本聲明第 2 條「使用您的資料」所列的任何用途為有幫助，我們可向其他人士（不論於香港境內或境外\*）提供、轉移或披露有關資料及資訊。該等其他人士包括：

- (a) 就任何 Mox 的產品或服務的建立、運作、維持或提供而向我們提供行政、電訊、身分核實 / 「認識您的客戶」程序、電腦、付款 / 交易、雲端儲存或服務、數據分析、網絡安全或證券結算、證券經紀和託管或其他服務的任何組織、代理人、承辦商或第三方服務供應商；
- (b) 為我們或渣打集團（或本聲明第 3(a)條提述的任何一方）工作（或提供服務）的任何人士；
- (c) 對 Mox（或任何其他渣打集團成員）負有保密責任的任何人士；
- (d) 信貸資料服務機構（包括信貸資料服務機構所使用的任何中央資料庫之經營者）；
- (e) 收數公司（如我們需要追討欠債）；
- (f) 與您擬有或已有業務往來的任何金融機構或商業收購公司；

- (g) 就本聲明第 2(o)條列出的用途，Mox（或任何其他渣打集團成員）對其負有責任（可能為現有或將有的責任）的任何人士或組織；
- (h) Mox 全部或任何部分業務及 / 或資產的任何實際或潛在承讓人或受讓人，或 Mox 對您的權利的參與人、附屬參與人或受讓人；
- (i) 為擔保或抵押您的義務，而提供或擬提供擔保或第三方抵押的任何一方；
- (j) 慈善或非牟利團體；
- (k) 獲我們委聘提供市場推廣服務的任何外部服務供應商（包括為該服務供應商工作的任何人士）；
- (l) 您委托的第三方服務供應商，而我們是透過 Mox 之應用程式介面（API）並根據您給予我們或第三方服務供應商的指示，就我們或第三方服務供應商通知您及/或根據《個人資料（私隱）條例》獲得您同意的用途轉移您的資料；
- (m) 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（包括經紀人、基金經理及其代理人及市場基礎設施例如證券交易所）；
- (n) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
- (o) 我們及 / 或任何渣打集團成員的合作品牌夥伴（視情況而定，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）；
- (p) 渣打集團任何成員；
- (q) 直接或間接持有 Mox 的股權的任何人士或公司及其關聯人士（各稱「股東」）（例如為確定您是否股東或其關聯人士的客戶，及他們向您提供或可提供甚麼產品及服務），及為股東工作（或向其提供服務）的任何人士；
- (r) 與您使用 Mox 的產品及服務有關的任何其他 Mox 的客戶；及
- (s) 任何其他人士：
  - (i) 如有公眾利益要求；或
  - (ii) 如有獲您明確或隱含的同意。

*\*這可能表示您的資料會在香港境外披露、轉移、儲存或處理。在此情況下，我們可能須遵守其他國家有關個人資料的法律及要求。有關人士可能位處下列國家：澳洲、德國、印*



度、愛爾蘭、日本、中國內地、馬來西亞、荷蘭、菲律賓、新加坡、阿拉伯聯合酋長國、英國及美國。

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#### 4. 直接促銷

- (a) 我們擬把您的資料用於直接促銷，而我們須為這個用途徵求您的同意（包括表示不反對）。我們可用於直接促銷的資料包括：
- (i) 您的姓名及聯絡資料；
  - (ii) 您的人口統計數據；
  - (iii) Mox、渣打集團或任何股東向您提供的產品及服務；
  - (iv) 您的儲蓄、消費及投資模式及行為；及
  - (v) 您的財務背景。
- (b) 我們可直接促銷下列類別的服務、產品及標的：
- (i) 金融、保險、受信、投資服務、信用卡、證券、投資、銀行及相關服務及產品；
  - (ii) 獎賞、獎勵或優惠計劃及相關服務及產品；
  - (iii) 任何股東提供的服務及產品；
  - (iv) 我們的合作品牌夥伴提供的服務及產品（視情況而定，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
  - (v) 為慈善及 / 或非牟利用途的捐款及捐贈。
- (c) 下列人士可與我們一同提供或（就捐款及捐贈而言）徵求本聲明第 4(b)條列出的服務、產品及標的：
- (i) 任何渣打集團成員或任何股東；
  - (ii) 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；
  - (iii) 第三方獎賞、獎勵、合作品牌或優惠計劃供應商；
  - (iv) 我們及 / 或任何渣打集團成員的合作品牌夥伴；及



- (v) 慈善或非牟利組織。

我們亦可向上述任何人士提供您的資料，用以向您直接促銷相同服務、產品及標的。Mox 會先就此用途徵求您的同意（包括表示不反對）。我們可能因提供您的資料予上述任何人士而收取金錢或其他財產的回報，但我們會在徵求您的同意時告知您。

- (d) 您可以改變主意是否同意我們使用您的資料或向其他人士提供您的資料作本第 4 條之直接促銷用途。請隨時通知我們。

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## 5. 其他人士的個人資料

如您向我們提供其他人士的個人資料，您應向他 / 她提供本聲明的副本，並告知他 / 她們我們可如何使用他 / 她的資料。

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## 6. 取用及更正您的個人資料

- (a) 根據《個人資料（私隱）條例》及《個人信貸資料實務守則》的條款，您有下列權利：
- (i) 查閱我們持有您哪些資料，並獲取資料副本；
  - (ii) 要求我們更改任何不準確的資料；
  - (iii) 撤回您過往就我們使用您的個人資料給予我們的任何同意；
  - (iv) 知悉我們的資料政策及慣例；
  - (v) 獲告知我們持有甚麼類型的資料及您可取用甚麼資料；
  - (vi) 查閱我們通常會向信貸資料服務機構及收數公司披露哪些資料；
  - (vii) 要求我們提供更多資料，讓您可以聯絡相關的信貸資料服務機構或收數公司，以獲取您的資料副本或更正資料；及
  - (viii) 指示我們要求相關的信貸資料服務機構自其資料庫中刪除全數清還欠帳後結束的戶口的任何帳戶資料（包括帳戶還款資料），惟該戶口於結束前的 5 年間並沒有任何欠賬逾期超過 60 日。我們亦須告知您：
    - (A) 如您曾錯過為您的戶口還款，除非拖欠金額在由出現拖欠日期起計 60 日屆滿前全數清還或撇帳（除了因破產令導致之外），否則

其由信貸資料服務機構所持有的帳戶還款資料將會在全數清還該拖欠還款後繼續保留多至 5 年；及

- (B) 如您因被頒布破產令而導致任何金額被撇帳，不論您的帳戶還款資料是否顯示有任何欠賬逾期超過 60 日，由信貸資料服務機構所持有的您的帳戶還款資料會在全數清還該拖欠還款後繼續保留 5 年，或由您提出證據通知信貸資料服務機構您已獲解除破產令的 5 年止（以較先出現的情況計算）。

帳戶還款資料包括上次到期的還款額、上次報告期間（即緊接我們上次向相關的信貸資料服務機構提供戶口資料之前，不超過 31 日期間）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（如有）及逾期還款日數、清還過期欠款的日期（如有）及拖欠還款超過 60 日的欠賬全數清還欠賬的日期（如有）。

- (b) 如您想行使本第 6 條的任何權利，請參閱 Mox 應用程式和我們網站的私隱政策聲明，或透過 Mox 應用程式、電郵至 [care@mox.com](mailto:care@mox.com)、致電客戶服務部（電話：+852 2888 8228）或致函至以下地址聯絡我們：

資料保護主任  
香港  
鰂魚涌英皇道 979 號  
太古坊濠豐大廈 39 樓

- (c) 我們有權就處理您任何查閱資料的要求收取合理費用。

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## 7. 保安

- (a) 您的個人資料的保安對我們十分重要，所以我們收到您的個人資料後，會盡力保障資料安全。我們在技術及組織架構層面上具有安全措施以保障您的個人資料（包括個人資料的傳送及儲存）。這些安全措施確保您的個人資料的保密性及完整性不受損害。我們已設置多重保障以防止個人資料洩漏予外界各方。個人資料會透過強效的數據加密算法予以加密，我們會使用我們獨有的加密金鑰，並妥善管理金鑰。當使用外部服務供應商時，我們會要求他們遵守我們或渣打集團（如適用）訂定的若干安全標準。我們可透過合約條文（包括私隱監管機構批准的任何有關條文），及監察服務供應商，達致此目標。不論個人資料在何處進行轉移，我們均會採取所有合理所需的步驟，以確保個人資料獲得安全保管。

- (b) 您亦應注意，互聯網（包括使用互聯網轉移資料的應用程式）可能並非安全通訊形式，而在互聯網向我們傳送個人資料可能附帶風險，包括被未經授權第三方取用及干擾的風險。透過互聯網傳送的資料可能經由私隱及資料保障不及您居住地嚴格的國家進行國際傳輸（即使發送人與接收人位於相同國家）。
- (c) Mox 及渣打集團會按照適用的法律及監管要求保留個人資料作業務及營運用途。在大部分情況下，我們在與您終止關係起計會保留個人資料 7 年。在屆滿之前，您可以向我們提出要求刪除您的部分或全部資料，但只限於在下列情況：
  - (i) 我們並無法律或監管責任保留個人資料；或
  - (ii) 我們不再需要有關個人資料，以提供您仍希望我們向您提供的服務。

在您向我們提出要求後，如我們未能立即刪除您的資料，我們會通知您。

我們及其他渣打集團成員可能會記錄及監察與您的電子通訊，以確保符合法律及監管責任及內部政策。

您使用我們的網上及手機應用程式服務時，亦請同時閱讀我們在 Mox 應用程式和我們網站的私隱政策聲明及 Cookie 政策。

本聲明的英文與中文版本如有任何不一致，概以英文版本為準。

本聲明是根據香港的《個人資料（私隱）條例》及《個人信貸資料實務守則》向您提供。

最後更新日期：2023 年 11 月 28 日