

Personal Information Collection Statement (“PICS”)

Mox Bank Limited (“**Mox**”, “**we**”, “**us**” or “**our**”) will collect, use, store, transfer and otherwise process your data to help us operate as a bank. This PICS (including the schedules hereto) explains how we will do this and forms part of our terms and conditions.

We will collect, use, store, transfer and otherwise process your data, as necessary, to keep you and us secure, to provide relevant product and services and otherwise meet our business needs and comply with laws, regulations, guidelines and requests or investigations by the authorities. If you do not provide us with the data we require from you or consent to us processing your data, we may not be able to provide, or continue to provide, our products and services to you.

There may be specific terms and conditions in other documents (such as privacy notices and consents) relating to and in connection with our products and services that govern the collection, use, storage, transfer and other processing of your data. Such other terms and conditions must be read in conjunction with this PICS.

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

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

Unless otherwise defined or the context requires others, capitalised terms used in this PICS shall have the meanings in our General Terms and Conditions.

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

1. What type of data do we collect

We may collect the following types of data about you:

- (a) identification data – information that identifies you (uniquely or semi uniquely). For example, your name, your date of birth, your gender, your user login credentials, your photographs, CCTV and video recordings of you and other identifiers, including official/government identifiers such as national identification number, passport number and tax identification number;
- (b) contact data – information that allows messages to be addressed, sent or communicated to you. For example, your email address, your phone or mobile number and your residential or business address;
- (c) professional data – information about your educational or professional background;
- (d) geo-location data – information that provides or contains a device’s location. For example, your internet protocol (IP) address or your cookies identifier;
- (e) behavioural data – analytics information that describes your behavioural characteristics relating to your use of our products and services. For example,

usual transactional activities, your browsing behaviour on our websites and how you interact as a user of our products and services, or those provided by third-party organisations, such as our advertising partners and social media platform providers;

- (f) personal relationship data – information about associations or close connections between individuals or entities that can determine your identity. For example, spouse or employer relationships;
- (g) communications data – information relating to you contained in voice, messaging, email, live chats and other communications we have with you. For example, your interactions with our Customer Care Team;
- (h) financial and commercial data – your account and transaction information or information that identifies your financial position and background, status and history as necessary to provide relevant products and services. For example, your debit or credit card details, your source of funds, your financial and credit rating history;
- (i) biometric data – information that identifies you physically. For example, facial recognition information, your fingerprint or voice recognition or other biometric information;
- (j) health data – information relating to your health status. For example, disability information relevant to accessibility; and
- (k) criminal convictions, proceedings or allegations data – information about criminal convictions or related information that we identify in relation to our financial crime prevention obligations. For example, details about any criminal convictions or related information, including of offences or alleged offences or convictions.

2. Who we collect your data from

- (a) We and any member of the Standard Chartered Group may collect your data from you directly, or indirectly from your transactions with or through us or through your use of the Mox app or through your use of banking, financial or other services provided by the Standard Chartered Group. We may also collect your data from the following sources in connection with the purposes set out in this PICS:
 - (a) people you know, such as:
 - (i) parents or guardians of minors. If you are a minor (normally this means if you are under 18 years old, but this might be younger depending on where you live), we will get your parent or guardian's consent before collecting, using or sharing your data;
 - (ii) your joint account holders;
 - (iii) your referees; and
 - (iv) other people you appoint to act on your behalf;

- (b) businesses and other organisations, such as:
 - (i) your employer and/or company, business or organisation you represent or is related to you;
 - (ii) other financial institutions and financial service providers;
 - (iii) strategic referral partners, including business alliance partners, co-branding partners or other companies or organisations that the Standard Chartered Group cooperates with based on our contractual arrangements or other joint ventures to provide relevant third party products and services;
 - (iv) credit bureaus or credit reference agencies, credit protection providers, rating agencies, debt collection agencies, fraud prevention agencies and organisations (including credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model
 - (v) service partners, such as advertising and market research companies and social media platform providers; and
 - (vi) regulatory and other entities with authority over the Standard Chartered Group, such as tax authorities, law enforcement or authorities imposing financial sanctions;
- (c) publicly available resources, such as registers, directories, publications, social media posts and other information that is publicly available; and
- (d) cookies, when you visit, browse, or use our website or the Mox app. We may use cookies to automatically collect certain information from your device. We may use such information, where relevant, for internal analysis and troubleshooting, to recognise you and remember your preferences, to improve the quality of and to personalise our content and to determine the security status of your account.

3. 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 our products and services;
- (b) operating, maintaining, and informing you of, our products and services, including:
 - (i) 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;
 - (ii) to respond to questions or manage complaints, including monitoring social media conversations and posts to identify conversations, sentiments, and complaints about the Standard Chartered Group;
 - (iii) to conduct identity verification security checks for building access;

- (iv) to investigate and report on incidents or emergencies;
 - (v) for the security of our systems and networks in order to keep your data safe and confidential ; and
 - (vi) for other health and safety compliance purposes;
- (c) developing, improving and designing our 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) ensuring your initial and ongoing creditworthiness;
- (f) conducting credit checks on you and obtaining your credit report from credit reference agencies (including upon your application for any of our products or services and when we review your credit which normally takes place one or more times each year);
- (g) accessing your data held by credit reference agency(ies) for the purpose of reviewing any of the following matters from time to time in relation to 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;
- (h) creating and maintaining our credit and risk scoring models;
- (i) maintaining your credit history for present and future reference;
- (j) assisting other financial institutions and organisations to conduct credit checks and collect repayments owed to them;
- (k) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model to conduct credit checks and collect debts;
- (l) determining the amount of indebtedness owed to or by you;
- (m) enforcing your obligations, to us or any other member of the Standard Chartered Group, including collecting amounts outstanding from you (e.g. by contacting a debt collection agency);
- (n) in connection with matching against any data held by us or the Standard Chartered Group or conducting any matching procedure as defined in the Personal Data

(Privacy) Ordinance, in each case, for the purposes stated in this clause 3 or any other purposes;

- (o) in connection with generating or combining or comparing with other information available to us or any member of the Standard Chartered Group;
- (p) marketing products, services and other subjects, including to conduct demographics analytics and insights analytics by aggregating your data from your use of our products and services to provide you with more relevant and tailored products and services. For direct marketing, see clause 5 (Direct marketing) of this PICS;
- (q) organising and delivering seminars to you;
- (r) 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;
- (s) meeting any obligations, requirements, policies, procedures, measures or arrangements for sharing data within the Standard Chartered Group;
- (t) detecting, investigating and preventing crimes, including:
 - (i) in connection with any use of data pursuant to any group-wide programs for compliance with sanctions or prevention, investigation or detection of money laundering, terrorist financing, fraudulent activities or other unlawful activities and crimes;
 - (ii) to conduct identity verification security checks against government and other official centralised databases, as required by law;

- (iii) to monitor and record voice and electronic communications (including by way of CCTV and video recordings) and screen applications and transactions in connection with actual or suspected fraud, financial crime or other criminal activities, for example to detect unusual transaction behaviour;
- (iv) to monitor social media conversations and posts to protect you and our customers from sharing data publicly that could be used for fraud; and
- (v) to conduct checks against government and non-government third parties' fraud prevention and other financial crime prevention databases to prevent money laundering, terrorism, fraud and other financial crimes, to protect you, our customers and the integrity of the financial market. A record of any fraud or money laundering risk will be retained by fraud prevention agencies and may result in others refusing to provide services or employment to you;
- (u) 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;
- (v) in connection with investigating an insurance-related matter (including matters related to any member of the Standard Chartered Group);
- (w) 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 of our products or services;
- (x) 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; or
- (y) any other purposes relating thereto.

4. Disclosure of your data

Your data that 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 3 (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 of our products or services 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 4(a) of this PICS);
- (c) any external service provider that we engage to provide marketing services (including anyone who works for such a service provider);
- (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 person or organisation that we (or another member of the Standard Chartered Group) owe an obligation to (which may exist now or in the future) for the purposes set out in clause 3(r) of this PICS;
- (g) any party giving or proposing to give a guarantee or third party security to guarantee or secure your obligations;
- (h) any of our other customers in connection with your use of our products or services;
- (i) other banks providing services to you or third party service providers (including financial services providers) engaged by you using our application programming interface (API), in accordance with your instructions to us or such other bank or third party service provider, for the purposes notified to you by us, the other bank or the third party service provider and/or as otherwise consented to by you in accordance with the Personal Data (Privacy) Ordinance;
- (j) third party service providers with whom you have chosen to interact with in connection with your application for our products and services;
- (k) other banks and financial services providers to whom you have chosen to provide your information held by us in connection with the provision of services to you by those other banks or financial services providers;
- (l) any financial institution or merchant acquiring company which you would like to, or already have, dealings with;
- (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 parties that conduct financial crime prevention databases checks to prevent money laundering, terrorism, fraud and other crimes;
- (o) third party reward, loyalty, co-branding and privileges program providers;
- (p) 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 products and services, as the case may be);

- (q) charitable or non-profit making organisations;
- (r) any actual or proposed assignee or transferee of all or any part of our business and/or assets or participant or sub-participant or transferee of our rights in respect of you;
- (s) any member of the Standard Chartered Group;
- (t) 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;
- (u) any person who owes a duty of confidentiality to us (or any other member of the Standard Chartered Group); and
- (v) any other person:
 - (i) where the public interest requires; or
 - (ii) with your express or implied consent.

**** Please refer to ‘Locations of Mox’s Service Providers’, which can be found on the ‘About us’ page in the Mox app and the ‘Legal documents’ section of our website, for the list of countries and regions where our service providers may be located. Where the recipients of your data are in jurisdictions that are outside Hong Kong, and local laws may not have similar data protection laws as Hong Kong, we will take all reasonable steps to ensure that your data has an adequate level of protection and safeguards to comply with applicable laws, for example, by using the Recommended Model Contractual Clauses issued by the Office of the Privacy Commissioner for Personal Data.***

5. Direct marketing

- (a) With your consent (which includes an indication of no objection), we may use your data for direct marketing.
- (b) The data that we may use for 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.
- (c) We may directly market the following classes of products, services 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) products and services 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.
- (d) We may share limited information about you with social media platform providers for the purpose of online social media advertising, where you have permitted us, or for the social media platform provider(s) to use cookies that support our marketing on these platforms, e.g. to check whether you have an account with the social media platform provider, so we can ask them to display more relevant marketing communications to you about our products and services or to exclude you from receiving communications for our products and services which you already use.
- (e) Along with us, the following persons may also provide or solicit (in the case of donations and contributions) the products, services and subjects set out in clause 5(c) of this PICS:
 - (i) any member of the Standard Chartered Group or any Shareholder;
 - (ii) third party financial institutions, Stored Value Facility Licensees, 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 provide your data to any of these persons for them to use in direct marketing of the same products, services and subjects to you. We 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 persons, but we'll tell you if this is the case when obtaining your consent.

- (f) You can change your mind about giving consent for us to use, or to provide to other persons, your data for use in direct marketing as set out in this clause 5, without charge. You can withdraw such consent via the 'Settings' page in the Mox

app or by contacting us by email to care@mox.com, using our in-app call or live chat feature or calling us on +852 2888 8228.

6. Automated decision-making

We may use your data to conduct data analytics, including to conduct profiling and behavioural analysis, to make automated decisions and to evaluate your personal characteristics to predict outcomes and risks. We may also use artificial intelligence and machine learning including to help improve our communications and customer experience, make our business operational processes safer and more efficient and enable us to provide faster responses and improve turnaround time. Examples of when we may use automated decision-making include for client digital onboarding processes, customer engagement and risk management. We require that rules followed by such automated systems are designed to make fair and objective decisions.

If you change your mind about giving consent or you want to exercise any of your rights under this PICS, please refer to clauses 5 (Direct marketing) and 8 (Access and correction of your data) of this PICS.

7. Data of another person

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

8. Access and correction of your 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 to:
- (i) check what data of yours we hold and be provided with a copy of it;
 - (ii) require us to make changes to any data that is inaccurate;
 - (iii) withdraw any consent that you have previously given us with respect to our use of your data;
 - (iv) know our policies and practices on data;
 - (v) be told what kind of data we hold and what you have access to;
 - (vi) check what data we usually disclose to credit reference agencies and debt collection agencies;
 - (vii) 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 data or for the data to be corrected; and
 - (viii) 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 5 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 5 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 8, see our Privacy Policy Statement in the Mox app and on our website or let us know by email to care@mox.com, using the in-app call or chat feature, calling us on +852 2888 8228 or sending us 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.
- (d) If you would like to access your credit report(s), we will advise you of the contact details of the relevant credit reference agency(ies) whom you can contact for such access.

9. Security

- (a) Once we receive your data, we'll do our best to protect it because the security of your data is important to us. We have technical and organisational security measures in place to safeguard your data (including where your data is in transit

and storage). These security measures ensure that the confidentiality and integrity of your data is not compromised. Multiple layers of protection have been put in place to protect against leakage of your data to external parties. Your 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 your data is transferred, we take all steps reasonably necessary to ensure that your 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 your 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 your 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.

Schedule 1: Personal Information Protection Law of the People's Republic of China ("PIPL")

This schedule applies if the PIPL is applicable to our processing of your personal data.

To the extent that there is any conflict between the PICS and this schedule, this schedule shall apply.

1. Processing of sensitive personal data

We may process our customers' sensitive personal data.

Sensitive personal data refers to personal data of a natural person that is likely to result in damage to the personal dignity of that person or damage to their personal or property safety once disclosed or illegally used, including information such as biometric identification, religious belief, specific identity, medical health, financial account and whereabouts, as well as the personal data of minors under the age of 14.

We will process sensitive personal data only when there is a specific purpose, when it is necessary, under the circumstance where strict protective measures are taken and in accordance with principles of legality and legitimacy.

We will obtain your separate consent if we intend to process your sensitive personal data.

If you would like details of how we process your sensitive personal data, please contact our Customer Care Team.

2. Sharing personal data with third parties

We may share our customers' personal data with third parties, including with the parties set out in clause 4 (Disclosure of your data) of the PICS. If we do so, we will do so in accordance with the principles of legality, legitimacy and necessity.

We will obtain your separate consent if we intend to share your personal data with third parties.

If you would like details of the third parties to whom we share your personal data with, please contact our Customer Care Team.

3. Transferring personal data outside of Mainland China

We may transfer our customers' personal data outside of the Mainland China, including to Hong Kong and the countries and regions set out in 'Locations of Mox's Service Providers', which can be found on the 'About us' page in the Mox app and the 'Legal documents' section of our website. If we do so, we will do so in accordance with the principles of legality, legitimacy and necessity.

We will obtain your separate consent if we intend to transfer your personal data outside of Mainland China.

If you would like details of the parties outside of Mainland China to whom we share your personal data with, please contact our Customer Care Team.

4. **Collection, use and processing of personal images other than for maintaining public security**

We may process our customers' facial images, videos, facial recognition data and related data ("**facial and related data**") to ensure security within our premises, authenticate customers' identities, evaluate the eligibility of a customer to certain products and services and to optimise our services (amongst other uses). If we do so, we will do so in accordance with the principles of legality, legitimacy and necessity.

We will obtain your separate consent if we intend to process your facial and related data other than for maintaining public security.

5. **Public disclosure of personal data**

We may publicly disclose our customers' likeness, name or image, captured in any photograph, video or other digital or electronic media.

We will obtain your separate consent if we intend to publicly disclose your likeness, name or image, captured in any photograph, video or other digital or electronic media.

You release and discharge us from any and all claims, demands or causes of action, whether now or in the future, arising out of or in connection with our use of your name or image, captured in any photograph, video or other digital or electronic media.

6. **Your additional rights under PIPL**

In addition to the rights under clause 8 (Access and correction of your personal data) of this PICS, you also have the following rights under the PIPL:

- (a) to request us to delete your personal data;
- (b) to object to certain uses of your personal data;
- (c) to request an explanation of the rules governing the processing of your personal data;
- (d) to ask that we transfer your personal data to a third party of your choice under the circumstances provided under the PIPL; and
- (e) for some products or services, we may make decisions based solely on non-human and automated decision-making mechanisms, including information systems, algorithms, etc. If these decisions significantly affect your legal rights, you have the right to request an explanation from us, and we will also provide appropriate remedies.

If you wish to exercise any of the rights in this paragraph 6, please contact us using the details set out in clause 8(b) of this PICS.



Last updated: 23 December 2025

個人資料收集聲明（「本聲明」）

Mox Bank Limited（「**Mox**」或「**我們**」）將收集、使用、存儲、傳輸及處理您的資料，以幫助我們作為一家銀行營運。本聲明（包括其附表）闡釋我們如何進行此操作，並構成我們的條款及細則的一部分。

我們將按需要收集、使用、存儲、傳輸及處理您的資料，以保持您和我們的安全、提供相關的產品和服務滿足我們的業務需求及遵守法律、法規、指引及監管機構的要求或調查。如果您不向我們提供所需的資料或不允許我們處理您的資料，我們可能無法向您提供或繼續提供我們的產品及服務。

在其他與我們的產品和服務相關的文件（例如私隱通知及同意書）中可能載有特定的條款及細則，用於規範您的資料的收集、使用、儲存、傳輸及處理。這些其他條款及細則必須與本聲明一併閱讀。

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 app 及我們網站的私隱政策聲明及 Mox 的 Cookie 政策。

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。

除非另有定義或文意另有要求，本聲明中使用的大寫術語應具有我們的一般條款及細則中的含義。

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。

1. 我們收集哪些類別的資料

我們會收集有關您的下列類別的資料：

- (a) 識別資料 — 能夠（單獨一或半單獨）識別您的資料。例如，您的姓名、出生日期、性別、用戶登錄憑證、您的照片、您的閉路電視和錄影記錄以及其他識別信息，包括官方 / 政府識別信息，如國民身分證號碼、護照號碼及稅務編號；
- (b) 聯絡資料 — 可用於向您傳達、發送訊息或與您溝通的資料。例如，您的電郵地址、您的電話或手機號碼及您的住址或工作地址；
- (c) 專業資料 — 有關您的教育或專業背景的資料；
- (d) 地理位置資料 — 提供或包含設備位置的資料。例如，您的網際網路通訊協定（IP）地址或您的 cookie 標識編碼；

- (e) 行為資料 — 描述您使用我們產品及服務之行為特徵的分析資料。例如，慣常的交易活動，您在我們網站上的瀏覽行為，及您如何使用我們的產品及服務的用戶或第三方機構（如我們的廣告合作夥伴及社交媒體平台提供商）提供的產品及服務，以及您的互動方式；
- (f) 個人關係資料 — 與個人或實體之間的關聯或密切關係而其可用於確定您身分的資料。例如，配偶或僱主關係；
- (g) 通訊資料 — 我們與您進行的語音、訊息、電郵、即時通話及其他通訊中包含的與您相關的資訊。例如，您與我們的客戶服務團隊的交流；
- (h) 財務和商業資料 — 您的戶口及交易資料，或因為您提供相關產品及服務所需的可識別您的財務狀況及背景、狀況和歷史記錄的資料。例如，您的扣帳卡或信用卡詳情、您的資金來源、您的財務及信用評級記錄；
- (i) 生物識別資料 — 可識別您個體的資料。例如，面部識別資訊、您的指紋或聲音識別資料；
- (j) 健康資料 — 有關您健康狀況的資料。例如，與無障礙環境相關的殘疾資訊；及
- (k) 刑事定罪、訴訟或指控資料 — 我們在履行金融犯罪預防義務時發現的刑事定罪或相關資料。例如，任何刑事定罪或相關資訊之詳情，包括犯罪或指控犯罪或定罪之詳情。

2. 我們向誰收集您的資料

我們及任何渣打集團其他成員可能會直接從您收集您的資料，或間接從您與我們或通過我們的交易中，或通過您使用 Mox app，或通過您使用渣打集團提供的銀行、金融或其他服務中收集資料。我們亦可能基於本聲明所述之目的，自以下來源收集您的資料：

- (a) 您認識之人，例如：
 - (i) 未成年人的父母或監護人。若您是未成年人（這通常指您未滿 18 周歲，但亦可能是更小的年齡，具體按您的居住地而定）。在收集、使用或共享您的資料之前，我們會徵得您的父母或監護人的同意；
 - (ii) 您的聯名戶口持有人；
 - (iii) 您的被推薦人；及

- (iv) 您指定代表您行事的其他人；
- (b) 企業和其他組織，例如：
 - (i) 您的僱主及 / 或您代表的或與您有關的公司、企業或組織；
 - (ii) 其他金融機構及金融服務提供方；
 - (iii) 戰略轉介合作夥伴，包括業務聯盟、聯合品牌合作夥伴或渣打集團根據我們的合約安排或其他聯營安排與之合作提供相關第三方產品及服務的其他公司或組織
 - (iv) 征信機構或信貸資料服務機構、信貸保護提供商、評級機構、債務催收公司、預防欺詐機構及組織（包括獲准參與「多家個人信貸資料服務機構營運模式」的信貸資料服務機構）；
 - (v) 服務合作夥伴，如廣告及市場調查公司及社交媒體平台提供商；及
 - (vi) 對渣打集團擁有權力的監管實體和其他實體，如稅務機關、執法機關或實施金融制裁的機關；
- (c) 公眾可獲得的資源，例如登記冊、目錄、出版物、社交媒體發帖及其他可供公眾取閱的資訊；及
- (d) cookie，當您訪問、瀏覽或使用我們的網站或 Mox app。我們可能會使用 cookie 自動從您的設備收集某些資料。在相關情況下，我們可能會將此類資料用於內部分析和故障排除、識別您的身分並記住您的偏好、提高我們內容的質量並使之個性化，以及確定您的賬戶的安全狀態。

3. 使用您的資料

我們可使用您的資料作下列任何用途：

- (a) 考慮及處理您就我們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、維持您使用的 Mox 的產品及服務及通知您有關我們的產品及服務，包括
 - (i) 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；

- (ii) 答覆問題或管理任何投訴，包括監控社交媒體對話及發帖，以發現有關渣打集團的對話、情緒和投訴；
- (iii) 對出入樓宇進行身分驗證安全檢查；
- (iv) 調查及報告事件或緊急情況；
- (v) 保證我們系統及網絡的安全性，以確保您的資料的安全性及保密性；及
- (vi) 用於其他健康及安全合規目的；
- (c) 開發、改良及設計我們的產品及服務；
- (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) 確保您初始及維持可靠信用；
- (f) 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（包括於您申請任何我們的產品或服務當時，以及於正常情況下每年一次或多次進行的信貸審查）；
- (g) 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；
- (h) 設立及維持我們的信貸及風險評分模型；
- (i) 維持您的信用紀錄，供目前及日後參考之用；
- (j) 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；
- (k) 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；
- (l) 釐定我們對您或您對我們的欠債金額；

- (m) 執行您對我們或任何其他渣打集團成員的責任，包括向您追討欠債（例如透過聯絡收數公司）；
- (n) 按本第 3 條的目的或任何其他目的，就與我們或渣打集團持有的任何資料進行核對或進行核對程序（定義見《個人資料(私隱)條例》）；
- (o) 產生或與我們或渣打集團任何成員可獲得的其他資訊結合或比較；
- (p) 就產品、服務及其他標的進行市場推廣，包括匯總我們所持有的關於您使用我們的產品及服務而產生的您的資料，利用人口統計學及見解分析進行市場研究，從而為您提供更相關、更適合您的促銷通訊。請參閱本聲明第 5 條有關「直接促銷」）；
- (q) 為您舉辦及提供講座；
- (r) 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；
- (s) 符合渣打集團內共用資料的任何義務、要求、政策、程序、措施或安排；
- (t) 偵查、調查及預防犯罪，包括：

- (i) 根據整個集團範圍內實施的任何計劃的任何資料使用以遵守制裁或預防、調查或偵測清洗黑錢、恐怖分子融資活動、欺詐活動或其他非法活動及犯罪之用；
- (ii) 根據法律要求，基於政府和其他官方中央資料庫進行身分驗證安全檢查；
- (iii) 監控和記錄我們的語音和電子通訊（包括透過閉路電視及錄影記錄）及篩查與實際或可疑的欺詐、金融罪行或其他犯罪活動有關的申請和交易，例如檢測異常交易行為；
- (iv) 監控社交媒體對話及發帖，旨在保護您及我們的客戶以免其公開分享可能被用於欺詐的資料；及
- (v) 用於偵查、調查和預防金融犯罪，包括對政府及非政府第三方的預防欺詐和其他預防金融犯罪的數據庫進行核查，以防止洗錢、恐怖主義、欺詐和其他金融犯罪，以保護您、我們的客戶及金融市場的完整性。任何欺詐或洗錢風險的記錄將被預防欺詐機構保留，並可能導致他人拒絕向您提供服務或聘用您；
- (u) 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；
- (v) 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）；
- (w) 管理、監察及評核就任何我們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；
- (x) 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；或
- (y) 與上述有關的任何其他用途。

4. 披露您的資料

我們持有的您的資料均予保密，但如對我們在本聲明第 3 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) 就任何我們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 4(a)條提述的任何一方）工作（或提供服務）的任何人士；
- (c) 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）；
- (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) 就本聲明第 3(r)條列出的用途，我們（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；
- (g) 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；
- (h) 與您使用我們的產品或服務有關的任何其他的客戶；
- (i) 使用我們的應用程式介面（API）向您提供服務的其他銀行或您聘請的第三方服務提供者（包括金融服務提供者），根據您向我們、其他銀行或第三方服務提供者發出的指示，用於我們、其他銀行或第三方服務提供者通知您的目的及 / 或您根據《個人資料（隱私）條例》另行同意的目的；
- (j) 因您申請我們的產品及服務而選擇互動的第三方服務供應商；
- (k) 就您選擇並為您提供服務的其他銀行和金融服務提供者就其服務提供我們持有的您的信息；
- (l) 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；

- (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) 進行金融犯罪預防資料庫核查以防止洗錢、恐怖主義、欺詐和其他金融犯罪的其他第三方；
- (o) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
- (p) 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產品及服務的申請表格上列明）；
- (q) 慈善或非牟利團體；
- (r) 我們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，或我們對您的權利的參與人、附屬參與人或受讓人；
- (s) 渣打集團任何成員；
- (t) 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；
- (u) 對 Mox（或任何其他渣打集團成員）負有保密責任的任何人士；
- (v) 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。

****請參閱「Mox 服務供應商所在地」瞭解我們的服務供應商可能所在的國家及地區清單，該文件可在 Mox app 的「關於我們」頁面和我們網站的「條款及細則」部分找到。倘若資料接收者位於香港以外的司法管轄區，而本地法律可能沒有與香港相似的資料保障法律，我們將採取一切措施，確保您的資料有足夠程度的保障及保障措施，以遵守適用法律，例如，使用個人資料私隱專員公署發出的建議合約條文範本。***

5. 直接促銷

- (a) 在徵得您的同意下（包括表示不反對），我們擬把您的資料用於直接促銷。
- (b) 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。
- (c) 我們可直接促銷下列類別的產品、服務及標的：
- (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) 任何股東提供的產品及服務；
 - (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。
- (d) 若您許可我們，我們可能會與社交媒體平台供應商分享關於您的有限資訊以便進行線上社交媒體廣告宣傳，或讓社交媒體平台供應商使用支援我們在這些平台上進行行銷的 cookie，例如檢查您是否擁有該社交媒體平台供應商的帳戶，以便我們要求他們向您顯示更多關於我們產品和服務的相關行銷資訊，或是將您排除在接收關於您已使用的我們產品和服務的資訊。
- (e) 下列人士亦可與我們一同提供或（就捐款及捐贈而言）徵求本聲明第 5(c)條列出的產品、服務及標的：
- (i) 任何渣打集團成員或任何股東；
 - (ii) 第三方金融機構、儲值支付工具持牌人、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。

我們可向上述任何人士提供您的資料，用以向您直接促銷相同產品、服務及標的。我們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此等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。

- (f) 在不收費情況下，您可以改變主意，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 5 條之直接促銷用途。您可透過 Mox app 的「設置」頁面，或透過電郵 care@mox.com 聯絡我們，或使用我們的 Mox app 內語音通話或短訊功能，或致電+852 2888 8228，撤回同意。

6. 自動化決策

我們可能會使用您的資料進行數據分析，包括剖析及行為分析，以做出自動化決策，並評估您的個人特徵以預測結果和風險。我們還可能使用人工智能及機器學習技術，包括幫助改善我們的溝通和客戶體驗，使我們的業務運營流程更安全、更高效，並使我們能夠提供更快的回應及改善處理時間。我們使用自動化決策的例子包括客戶數字化開戶流程、客戶互動及風險管理。我們要求這些自動化系統遵循的規則旨在作出公平和客觀的決策。

如果您改變主意不再同意，或您想行使本聲明下的任何權利，請參閱本聲明的第 5 條（直接促銷）及第 8 條（取用及更正您的資料）。

7. 其他人士的資料

如您向我們提供其他人士的資料，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。

8. 取用及更正您的資料

- (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）。

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 8 條的任何權利，請參閱 Mox app 和我們網站的私隱政策聲明、電郵至 care@mox.com、使用 Mox app 語音通話或短訊功能、致電客戶服務團隊（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。

- (d) 如您欲查閱您的信貸報告，我們會告知您有關信貸資料服務機構的聯絡資料，以便您查閱該等資料服務機構。

9. 保安

- (a) 您的資料的保安對我們十分重要，所以我們收到您的資料後，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資料（包括資料的傳送及儲存）。這些安全措施確保您的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資料洩漏予外界各方。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您的資料可能附帶風險，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資料；或
 - (ii) 我們不再需要有關資料，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。

附表 1：中華人民共和國個人信息保護法（「《個人信息保護法》」）

如果《個人信息保護法》適用於我們對您的個人信息的處理，則本附表適用。

如果本聲明與本附表之間存在任何衝突，以本附表為準。

1 敏感個人信息的處理

我們可能會處理客戶的敏感個人信息。

敏感個人信息是指一旦被披露或非法使用，可能會導致自然人的格尊嚴或對其人身或財產安全受到侵害的個人信息，包括生物識別、宗教信仰、特定身份、醫療健康、金融賬戶以及行蹤軌跡等信息，以及未滿 14 周歲未成年人的個人信息。

我們僅在有特定目的、確有必要並已採取嚴格保護措施的情況下，並按照合法、合理的原則處理您的敏感個人信息。

如果我們打算處理您的敏感個人信息，我們須另行徵得您的單獨同意。

如果您想了解我們如何處理您的敏感個人信息的詳情，請聯繫我們的客戶服務團隊。

2 與第三方披露個人信息

我們可能會與第三方（包括與本聲明第 4 條（披露您的資料）中列出的各方）披露我們的客戶的個人信息。如果我們這樣做，我們將按照合法性、合理性及必要性的原則進行。

我們須另行徵得您的單獨同意才與第三方披露您的個人信息。

如果您想了解我們與哪些第三方共享您的個人信息的詳情，請聯繫我們的客戶服務團隊。

3 將個人信息轉移至中國內地境外

我們可能會將我們的客戶的個人信息轉移至中國內地境外，包括香港以及在我們「Mox 服務供應商所在地」中列出的國家和地區，該信息可在 Mox app 的「關於我們」的頁面以及我們的網站的「條款及細則」部分找到。我們將按照合法性、合理性和必要性的原則轉移資料至中國內地境外。

我們須另行徵得您的單獨同意才會將您的個人信息轉移至中國內地境外。

如果您想了解我們與哪些位於中國內地境外的第三方共享您的個人信息的詳情，請聯繫我們的客戶服務團隊。

4 收集、使用及處理個人圖像用於維護公共安全以外的其他目的

我們可能會處理我們的客戶的面部圖像、視頻、面部識別數據及相關數據（「**面部及相關數據**」），以確保我們的場所內的安全、驗證客戶身份、評估客戶是否合資格使用某些產品和服務，以及優化我們的服務（以及其他用途）。我們將按照合法性、合理性和必要性的原則進行。

我們須另行徵得您的單獨同意才能處理您的面部及相關數據以用於維護公共安全以外的其他目的。

5 個人信息的公開披露

我們可能會公開披露通過任何照片、視頻或其他數字或電子媒體中捕捉到我們的客戶的肖像、姓名或圖像。

我們須另行徵得您的單獨同意才能公開披露通過任何照片、視頻或其他數字或電子媒體中捕捉到您的肖像、姓名或圖像。

您在此免除並豁免我們在公開披露通過任何照片、視頻或其他數字或電子媒體中捕捉到您的肖像、姓名或圖像而產生的任何現在或將來的索賠、要求或訴因的一切責任。

6 您在《個人信息保護法》下的額外權利

除了本聲明第 8 條（取用及更正您的個人信息）下的權利外，您還享有《個人信息保護法》下的以下權利：

- (a) 要求我們刪除您的個人信息；
- (b) 反對對您的個人信息的某些使用；
- (c) 要求我們解釋處理您的個人信息的規則；
- (d) 要求我們在《個人信息保護法》規定的情況下將您的個人信息轉移給您選擇的第三方；及

- (e) 對於某些產品或服務，我們可能會僅基於非人工和自動化的決策機制（包括信息系統、演算法等）做出決定。如果此等決定對您的法律權益造成重大影響，您有權要求我們作出解釋，我們也將提供適當的補救措施。

如果您希望行使此第 6 段下的任何權利，請按本聲明第 8(b)條中的詳情聯繫我們。

最後更新日期：2025 年 12 月 23