

丙部 Part C – 聲明 Declaration

本人(等)謹此同意上述數據分享安排，並確認、同意及接受下列條款及細則約束：

I/We hereby agree to the data sharing arrangement as set out in this Consent Form, and acknowledge, agree and accept the following terms and conditions:

- 由金融管理局建立及推動的「商業數據通」，是一項以數據擁有者授權為基礎的數據基建，旨在令銀行體系能更有效發揮金融中介作用，並促進香港普及金融發展。如欲了解更多，請瀏覽金融管理局網頁。本同意書規限在此期間有關於資料擁有者(「申請人」)、資料提供方及本行間之數據分享安排。
Commercial Data Interchange (“CDI”) is developed and driven by the HKMA. It is a consent-based data infrastructure that aims to enable more efficient financial intermediation in the banking system and enhance financial inclusion in Hong Kong. For more details, please visit the website of the HKMA. This Consent Form governs the data sharing arrangement amongst the Data Owner (“The Applicant”), Data Provider and the Bank.
- 根據本同意書及「商業數據通」下的要求，申請人授權資料提供方向本行傳送、發放或披露其所擁有申請人之商業數據(「數據」)。申請人就此同意本行按照本同意書內填寫之目的來使用(包括披露及保留)該等數據。
The Applicant authorises the Data Provider to submit, release or disclose the Applicant’s commercial data in its possession (“Data”) to the Bank in accordance with the requirements set out in this Consent Form and the CDI. The Applicant hereby provides its consent for the Bank to use (including disclose and retain) the Data for the Purpose(s) stated herein.
- 收集之數據將用於下列用途包括：
The Commercial Data shall be used for the following purposes including:
 - 本行內部分析、處理及存檔；
the Bank internal analysis, processing and record;
 - 認識你的客戶、反洗黑錢、及/或其他法規事宜；
Know-Your-Customer, anti-money laundering and/or other compliance purposes;
 - 本行處理申請人之投資組合、申請、查詢或其他財務活動。
the Bank’s processing of the Applicant portfolios, applications, enquiries or other financial activities;本行可隨時更改以上用途，同時會就相關更改通知客戶。
The Bank as may from time to time amend these purposes at its own discretion by giving notice to the Applicants
- 一經遞交本同意書即代表，申請人確認及同意：
By providing this Consent, the Applicant acknowledges and agrees that:
 - 本同意書所作出的同意會取代及凌駕資料提供方及/或本行對申請人之任何私隱、機密或保密責任；
the consent given by submitting this Consent Form to the Bank supersedes and overrides any privacy, confidentiality or secrecy obligation owed by the Data Provider and/or the Bank to the Applicant;
 - 資料提供方及/或本行可按需要適時要求申請人提交額外數據、資料或文件；
the Data Provider and/or the Bank may request the Applicant to provide further Commercial Data, information or document from time to time;
 - 此將合乎不時實施相關數據之法律、條例及法規；
it will comply with all applicable legislation, rules and regulations relating to Commercial Data that are in force from time to time;
 - 所必須合適的同意及通知以進行數據傳送予資料提供方及/或本行。
it has all necessary appropriate consents and notices in place to enable lawful transfer of the Commercial Data to the Data Provider and/or the Bank
- 此同意書一經遞交到本行即代表同意書由該日期起生效，直至：
This Consent takes effect on and from the date this Consent Form is submitted to the Bank, unless and until:
 - 資料提供方及本行提前以書面通知申請人，該同意書將於通知書列明之指定日期後失效；
the Data Provider and the Bank give prior written notice to the Applicant, in which case this Consent shall terminate on such date as specified on the notice; or
 - 申請人根據下面第 6 點作出終止意願。
the Applicant’s express to terminate as stated in point 6 below.
- 申請人可於任何時間向本行以書面形式發出撤銷於本同意書所作出的同意。本行收到書面通知後，會於合理時間內安排停止使用該等數據及通知資料提供方取消該等數據分享安排，唯本行可按任何相關法律及或保險、會計或稅務目的之要求而保留該等數據。
The Applicant may at any time revoke its consent by written notification to the Bank. Upon receiving the written notification, the Bank shall as soon as reasonably practicable cease using the Data and notify the Data Provider to cancel the relevant data sharing arrangement, provided that the Bank may retain such Data to the extent necessary to comply with any applicable law or for insurance, accounting or taxation purposes.
- 如申請人與本行就本同意書上之目的簽訂任何其他條款及細則，如恒生中小企「極速貸款」申請表及銀行融資標準條款及細則(「其他條款」)，此其他條款可包括銀行在處理(包括使用、披露及/或保留)該等由申請人就本行或相關人士要求而向本行提供的資料的權利與責任規定。為免生疑問，此等規定將適用於本同意書下，所有由資料提供方向本行分享之數據。
Where the Applicant enters into any other terms and conditions with the Bank in connection with the Purpose(s) e.g. Application Form for Hang Seng Business Loan and Standard Terms and Conditions for Banking Facility (“Other Terms”), such Other Terms may contain provisions relating to the Bank’s rights and obligations in dealing with (including using, disclosing and/or retaining) information with respect to the Applicant provided by the Applicant to the Bank at the Bank’s request or in the course of the parties’ dealings. For the avoidance of doubt, such provisions shall apply to all Data to be shared by the Data Provider to the Bank under this Consent Form.
- 本行不須就資料提供方不遵守於本同意書及「商業數據通」之數據共享要求而引起之任何損失或第三方之索償負任何責任。
The Bank shall not be liable for any loss or third party claim arising out of Data Provider’s non-compliance with the Data sharing requirements under this Form.

丙部 Part C – 聲明(續) Declaration (Cont.)

9. 申請人確認並理解，資料提供方和本行將留意並遵守資料提供方關於商業數據之數據訪問、更正、保留和銷毀政策的私隱政策聲明(由資料提供方提供)。
The Applicant acknowledges and understands that the Data Provider and the Bank shall observe and adhere to the Data Provider's privacy policy statement (as to be provided by the Data Provider) in relation to data access, correction, retention and destruction policy of the Commercial Data.
10. 申請人確認並理解，提交本同意書和提供商業數據不是強制性的，完全基於申請人的同意。但是，申請人承認並接受，如果不按照本同意書提供商業數據，申請人可能會遇到本行延遲或停止提供服務的情況，而如果是申請銀行服務，結果也可能有所不同。
The Applicant acknowledges and understands that submitting this Consent Form and providing the Commercial Data is not compulsory and is entirely based on the Applicant's consent. However, the Applicant acknowledges and accepts that if it does not provide the Commercial Data pursuant to this Consent Form, the Applicant may experience delay or cessation in provision of services by the Bank, and in case of banking applications, the outcome may also be different.
11. 本同意書將交由資料提供方核對及確認，資料提供方可隨時根據其資料庫中，該申請人之聯絡方法發出有關通知(不限於電郵、電話短訊等聯絡方法)。如欲更新聯絡方式或有相關查詢，請聯絡資料提供方以便處理跟進。
This Consent Form will be passed to Data Provider for verification and confirmation, Data Provider can at all times send relevant notification(s) to Applicant using the contact information currently stored in Data Provider's database (format may in any form not limit to email, SMS). If you would like to update the contact or have any queries, please contact Data Provider directly for follow up.
12. 除非本同意書另有規定，否則申請人承認並同意，資料提供方、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」)或其任何職員、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士(「職員」)對申請人負責，申請人在此放棄所有索賠針對與收集、使用有關的任何種類或性質的任何類型或性質的任何責任、索賠、損失、損害、訴訟、要求、成本、費用或開支，向資料提供方、本行及其關聯公司和職員提起訴訟、處理和/或傳輸商業數據或其任何部分，除非此類責任、索賠、損失、損害、訴訟、要求、成本、費用或開支是由資料提供方及或本行欺詐引起的。
Unless provided in this Consent, the Applicant acknowledges and agrees that neither shall the Data Provider, the Bank, and any of their subsidiaries and any other companies or entities directly or indirectly controlled by them (the "Affiliates") nor 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 ("Officers") be liable to the Applicant, and the Applicant hereby waives all claims against the Data Provider, the Bank and their Affiliates and 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 and/or transmission of the Commercial Data or any part thereof, unless such liability, claim, loss, damage, action, proceeding, demand, cost, fee or expense are caused by fraud of the Data Provider and/or the Bank.
13. 本同意書以及由此產生或與之相關的所有事項均受香港法律管轄。
This Consent and all matters arising from or connected with it are governed by Hong Kong law.
14. 香港法院擁有專屬管轄權來解決因本同意書引起的或與本同意書有關的任何爭議(包括與本同意書的存在、有效性或終止或其無效的後果有關的爭議)。
The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Consent (including a dispute relating to the existence, validity or termination of this Consent or the consequences of its nullity).

資料提供方注意事項 Notes to Data Provider

就向本行提供數據，資料提供方保證、聲明及擔保將遵從本同意書及「商業數據通」之數據分享要求，並確保是按本同意書列出的數據範疇下的數據內容及不包括任何於個人資料(私隱)條例(第486章)定義下的個人資料或其他適用之保障資料法例。
By providing the Data to the Bank, the Data Provider warrants, represents and undertakes that it shall comply with the Data sharing requirements under this Consent Form and the CDI, and shall ensure that the Data shared is within the Data Scope set out in this Consent Form and does not contain any personal data as defined in the Personal Data (Privacy) Ordinance (Cap. 486) or any other applicable data protection legislation.

附件A：數據範疇下的數據內容
Appendix A: Data fields under data scope

資料提供方：錢方好近
Data Provider: QF Pay

數據範疇 Data Scope	數據內容 Data fields
銷售交易資料 Sales Transaction Information	門市名稱 Name Of Branch Store
	交易類別 Transaction Type
	交易日期 Transaction Date
	交易時間 Transaction Time
	交易金額(貨幣) Transaction Amount (Currency)
	交易狀態 Transaction Status
	交易編號 Transaction ID
	原交易編號 Original Transaction ID
	門市編號 Store ID