

PayMe for Business lite Personal Information Collection Statement ("PICS")

This PICS set out the purposes for which your Personal Data may be collected, used, processed, disclosed, transferred and retained in connection with the Services. We are required by the Ordinance to give you the information set out in this PICS before collecting your Personal Data. Capitalized terms used in this PICS are defined in Clause 5.

1. Collection of Personal Data

1.1. In order to register for and to use the Services and in order to create your PayMe for Business lite user profile and PayMe for Business lite Wallet, we may collect the data of customers and other individuals in connection with the purposes set out in this PICS. These customers and other individuals may include the following or any of them (collectively "you", "your"):

- a. Applicants of PayMe for Business lite Wallet;
- b. Persons linked to the customer or an applicant (you) that is not an individual, including the profile owner, directors, shareholders, beneficial owners and officers of that customer or applicant (you) or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust.

1.2. the following Personal Data will be collected by us or our third party service providers:

- a. the Personal Data requested in the PayMe for Business lite Wallet registration journey;
- b. details of your Bank Account, so that you can receive money transferred from the Services and (if allowed by us) pay money to your PayMe for Business lite Wallet; and
- c. any other Personal Data that we may request from time to time, whether or not in order to verify or authenticate your identity and information;

for purposes detailed in this PICS.

1.3. For verification and security purposes, we also collect and store your Mobile Device identification number during the registration process, or when you access the Services from your Mobile Device from time to time. We may also access the location services of your Mobile Device from time to time with your permission if you wish to use certain functions of the Services. You may refuse to give and you

may withdraw permission at any time by turning off location services and continue to use other functions of the Services.

- 1.4. The items of information in the PayMe for Business lite Wallet registration journey and any information we require from you from time to time are mandatory for the use or continued use of PayMe for Business lite Wallet. If you do not provide these items of information, or if any information provided is untrue, inaccurate or incomplete, we may not be able to provide you (or continue to provide you) with the Services.
- 1.5. If you provide us with the Personal Data of another individual in connection with PayMe for Business lite Wallet, you confirm that you have obtained the consent of the relevant individual to provide his/her Personal Data to us, and for the Personal Data to be used, processed, disclosed, transferred and retained by us in accordance with this PICS.
- 1.6. Personal Data may be:
 - (i) collected from you directly, from someone acting on your behalf or from another source; and
 - (ii) combined with other data available to members of the HSBC Group.

2. Use of Personal Data

- 2.1. We may use the Personal Data you provide for the following purposes (or any of them):
 - a. to process your request for registration and use of the Services, including creating your PayMe for Business lite user profile and PayMe for Business lite Wallet ;
 - b. to administer your PayMe for Business lite user profile and PayMe for Business lite Wallet, which include details of the transfers, transactions and dealings conducted by you through the Services;
 - c. to verify or authenticate your identity and information for your registration and use of the Services, including conducting matching procedures against databases of known fraudulent transactions (maintained by us or third parties) and where you are registering the PayMe for Business lite Wallet on behalf of an entity, sending your information to the business owner of such entity for verification purposes;
 - d. to provide, maintain and operate the Services, including processing, executing and effecting instructions, payments and transactions through the Services, and providing technology support or services for or relating to the Services;

- e. to process, handle or communicate with you in respect of any enquiry, complaint or service support request relating to the Services;
- f. to prevent, detect or investigate fraud or other illegal activities;
- g. to exercise our rights under contracts with you, including collecting amounts outstanding from you;
- h. to meet our obligations, requirements or arrangements or those of any member of the HSBC Group, whether compulsory or voluntary, to comply with or in connection with:
 - 1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region (“Hong Kong”) existing currently and in the future (“Laws”);
 - 2) any guidelines, guidance or requests given or 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 existing currently and in the future and any international guidance, internal policies or procedures;
 - 3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the “Authorities” and each an “Authority”) that is assumed by, imposed on or applicable to us or any member of the HSBC Group; or
 - 4) any agreement or treaty between Authorities;
- i. to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- j. to conduct any action to meet our obligations or those of any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade

sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;

- k. to meet our obligations or those of any member of the HSBC Group to comply with any demand or request from the Authorities;
- l. to enable actual or proposed assignee(s) of all or any part of our business and/or assets, or participant(s) or sub-participant(s) of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation and enabling the actual assignee(s) to use your data in the operation of the business or rights assigned;
- m. subject to your consent, to send you Direct Marketing materials about services, add-ons, enhancements and products relating to the Services; and
- n. any other purposes relating to the purposes listed above.

Use of Personal Data in Direct Marketing

2.2 Where you are a customer, we intend to use your Personal Data and other data in Direct Marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note that:

- a. your name, contact details, products and other service portfolio information, transaction pattern and behavior, financial background and demographic data held by us from time to time may be used by us in Direct Marketing;
- b. the following classes of products, services and subjects may be marketed:
 - i. financial, insurance, credit card, banking and related products and services;
 - ii. reward, loyalty, co-branding or privileges programmes and related products and services;
 - iii. products and services offered by our co-branding partners (the names of such co-branding partners will be provided during the application for the relevant products and services, as the case may be); and
 - iv. donations and contributions for charitable and/or non-profit making purposes;
- c. the above products, services and subjects may be provided by or (in the case of donations and contributions) solicited by us and/or:
 - i. any member of the HSBC Group;
 - ii. third party financial institutions, insurers, credit card companies, securities and investment services providers;

- iii. third party reward, loyalty, co-branding or privileges programme providers;
 - iv. co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant products and services, as the case may be); and
 - v. charitable or non-profit making organisations;
- d. in addition to marketing the above products, services and subjects ourselves, we may provide the data described in paragraph 2.2a. above to all or any of the persons described in paragraph 2.2c. above for use by them in marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose; and
- e. we may receive money or other property in return for providing the data to the other persons in paragraph 2.2d. above and, when requesting your consent or no objection as described in paragraph 2.2d. above, we will inform you if we will receive any money or other property in return for providing the data to the other persons.

If you do not wish us to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right by notifying us.

3. Disclosure and transfer of Personal Data

Payment senders/recipients and social sharing

- 3.1. Details of payments made or received by you through the Services (including the amount, your message and your user name) will be shared with your payment sender/recipient.
- 3.2. The merchant name, merchant logo and any information you post or share when using the Services may be viewed by other users of PayMe. You should seek prior consent from a person before you post or share anything involving such person, including the payment sender/recipient.
- 3.3. Details of transactions or other activities using the Services (for example, participation in any promotional activities) involving you may be shared and/or viewed by other PayMe users. For example, a sender of payment may share or post information of a payment made to you in PayMe in which you may be mentioned. You may also be mentioned by another PayMe user in any transaction not relating to you. If you become aware of any social abuse, you may report such abuse to us by sending us an enquiry via our public website.

Third party service providers and HSBC Group

3.4. We may transfer your Personal Data to the following parties (or any of them), whether in or outside of Hong Kong for purposes set out above:

- a. any third party service provider, contractor or sub-contractor that operates or maintains the Services on behalf of HSBC or the HSBC Group, or carries out back-end services, administrative services, verification services or information technology services on behalf of HSBC or the HSBC Group, or provides necessary support or services to HSBC or the HSBC Group to enable us to provide PayMe for Business and the Services, including any third party payment gateways used by HSBC or the HSBC Group; and
- b. any member of the HSBC Group, for the purposes set out in paragraph 2.1 above;
- c. any persons to whom we are, or any member of the HSBC Group is, under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 2.1(h), (i) or (j) above;
- d. any Authorities;
- e. any persons under a duty of confidentiality to us or a member of the HSBC Group which have undertaken to keep such data confidential;
- f. any persons acting on your behalf whose data are provided, payment recipients, beneficiaries, wallet nominees, or any persons making any payment into a customer's wallet;
- g. debt collection agencies;
- h. any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;
- i. third party reward, loyalty, co-branding and privileges programme providers; and
- j. co-branding partners of ours or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant products and services, as the case may be).

Such data may be transferred in and to a place outside Hong Kong.

3.5. We and/or our third party service providers may retain your Personal Data in accordance with our record retention policy and schedule using data centre of our third party service providers inside or outside Hong Kong.

Legal or compliance

3.6. We may disclose and transfer your Personal Data in accordance with any legal or regulatory requirements or any court order applicable to us or the HSBC Group.

4. Access to and correction of your Personal Data

You have the right to access to and correct your Personal Data held by us. The person to whom requests for access to personal data or correction of personal data, or for information regarding policies and practices and kinds of personal data held by us, should be addressed to us as follows:

The Data Protection Officer
The Hongkong and Shanghai Banking Corporation Limited
PO Box 72677
Kowloon Central Post Office
Hong Kong.

5. Definitions and language

5.1. Capitalised terms used in this PICS shall have the following meanings:

"Bank Account" means a Hong Kong dollar bank account held by you at any licensed bank in Hong Kong acceptable to us, designated by you for using the Services.

"Direct Marketing" means:

- a. sending information or goods, addressed to specific persons by name, by mail, fax, electronic mail or other means of communication; or
- b. making telephone calls to specific persons.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"HSBC Group" means HSBC Bank plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and member of the HSBC Group has the same meaning.

"Internet Site" means any internet site established, operated or maintained by us or for us for or in relation to the Services.

"Mobile Device" means a smartphone or tablet with PayMe for Business installed.

"Ordinance" means the Personal Data (Privacy) Ordinance, Cap 486 of Laws of Hong Kong.

"PayMe" means the software platform known as "PayMe from HSBC", which allows individuals to: (a) link a credit card and/or personal bank account; (b) store money on such software platform; and (c) send and receive low-value monetary amounts to and from other individuals.

"PayMe for Business" means the software platform which allows you to, amongst other features, accept payments from and send refunds to your customers who have PayMe wallets.

"PayMe for Business lite Wallet" is an e-wallet (SVF License Number: SVFB002) that allows you to store value and accept payments from and send refunds to your customers who have individual PayMe wallets. For the avoidance of doubt, PayMe for Business lite is operated under PayMe for Business.

"Personal Data" means any information relating to an individual from which such individual can be identified.

"Services" means the stored value and payment services and facilities provided through PayMe for Business and/or any API or Portal to enable a user to send or receive payments and include all ancillary related services. For the avoidance of doubt "Services" include PayMe for Business and PayMe for Business lite wallet.

"we", "us", "our" or "HSBC" means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

"you" or "your" means the person or entity to whom we provide the Services and, where the context permits, includes any individual authorized by you to use PayMe for Business lite Wallet on your behalf and each of your personal representatives and lawful successors.

5.2. The English version of this PICS prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of this PICS is for reference only.

SVF License Number: SVFB002