

致各客戶及其他個人人士關於個人資料(私隱)條例及個人信貸資料實務守則的通知(「通知」)

(2024年1月31日起生效)

本通知說明有關信貸站有限公司(“本公司”)的私隱及個人資料政策。本公司非常重視個人資料的私隱和安全，會採取一切合理措施，致力於保護閣下提供的個人資料，並符合個人資料(私隱)條例(「私隱條例」)及信貸資料實務守則(「守則」)的要求。

本公司保留權利在無須通知的情況下隨時修訂本通知，最新的修訂版本會登載在本公司的網站。任何有關修訂將在刊登後即時生效。

(a) 「資料當事人」，包括但不限於以下為個人的類別：

- (i) 本公司提供的貸款服務的申請人或客戶及其他用戶；
- (ii) 基於對本公司負有的責任而出任擔保人、保證人及提供抵押、擔保或任何形式的支持的人士；
- (iii) 公司客戶或申請人的股東、董事、高級職員及管理人員；
- (iv) 本公司網站的使用者及/或訪客，及/或使用者及/或訪客經任何電子裝置包括但不限於電腦及手提電話(「電子裝置」)以本公司提供或認可的方式聯絡本公司；及
- (v) 本公司的服務供應商、承建商、供應商及其他合約締約方。

為免疑問，「資料當事人」不包括任何法人團體。本通知的內容適用於所有資料當事人，並構成其與本公司不時訂立或可能訂立的任何貸款協議及或任何服務的協議或安排以及合同之條款和條件的一部份。若本通知與貸款協議及/或其他相關服務協議存在任何差異或分歧，就有關保障資料當事人的個人資料方面一概以本通知為準，而就其餘與使用貸款及/或其他相關服務有關的事項則以貸款協議及/或有關服務協議為準。本通知並不限制資料當事人在條例下之權利。

(b) 資料當事人就開立或延續賬戶、設立或延續信貸或本公司所提供的服務和產品，需不時向本公司提供有關的資料。該等資料包括但不限於：

- (i) 姓名；
- (ii) 身份證號碼或旅遊證件號碼包括身份證及旅遊證件影印本及嵌入其集成電路中的資料；
- (iii) 身份及/或旅遊證件的發出日期和地點；
- (iv) 出生日期；
- (v) 居住及/或通訊地址；
- (vi) 電話/手提電話號碼；
- (vii) 電郵地址；
- (viii) 薪金及收入；
- (ix) 家庭開支及受養人數目；
- (x) 生物特徵數據，包括但不限於面容影像及儲存於具生物識別功能的身份及/或旅遊證件中的生物特徵數據，不論是否以用戶的電子設備或其他方法以生物特徵數據感應模組收集；及
- (xi) 本公司認為有需要的其他或再進一步資料。

(c) 若未能向本公司提供該等資料，可能會導致本公司無法開立或延續賬戶或設立或延續信貸或提供服務和產品。

(d) 本公司會在資料當事人持續與本公司正常業務往來及客戶關係時，例如，當資料當事人在一般情況下以口頭或書面形式與本公司溝通時，不時收集資料當事人所的資料；本公司亦不時從以下各方(簡稱「第三方」)收集或接收有關資料當事人的資料，該等資料亦可能與本公司可獲取的其他資料組合或產生。

「第三方」包括但不限於：

- (i) 獲選參與信貸通(多家個人信貸資料服務機構模式)的信貸資料服務機構及/或其他香港信貸資料提供者(以下統稱「信貸資料服務機構」)；
- (ii) 提供電子身份認證服務的承辦商；
- (iii) 資料當事人因申請本公司產品及服務及本公司產品及服務的推廣而接觸的第三方服務供應商；
- (iv) 為本公司提供追收客戶欠款服務之代理人(包括其律師及債務追收代理)；
- (v) 公共記錄(包括但不限於由政府或半政府機構或其他機構或團體保存之記錄，例如，司法機構、破產管理署、公司註冊處及土地註冊處)；及
- (vi) 其他來源(例如從互聯網或其他公共領域獲取資料)。

(e) 資料當事人之資料可能被用作下列用途：

- (i) 考慮及評估資料當事人作為有關本公司的產品及服務的實際或準申請人的優點和適合性，及/或處理及/或審批其申請；
- (ii) 為資料當事人提供信貸服務所涉及的日常運作；
- (iii) 於適當時進行信用檢查(包括但不限於在資料當事人申請信貸時及定期或特別信貸覆核時，通常每年一次或多於一次)；
- (iv) 編制及維持本公司的信貸評分模型；
- (v) 提供信用查詢備考書；
- (vi) 協助信貸資料服務機構、其他財務機構及債務追收代理進行信用檢查及追討欠債；
- (vii) 確保資料當事人持續維持可靠信用；
- (viii) 設計供資料當事人使用的信貸服務及/或有關產品；
- (ix) 推廣服務、產品及其他標的(詳情請參閱以下(i)段)；
- (x) 確定本公司對資料當事人或資料當事人對本公司的債務金額；
- (xi) 向資料當事人及為資料當事人債務提供擔保或抵押品的人士追討欠款；
- (xii) 履行根據下列適用於本公司或其任何分行或被期望本公司或其任何分行遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，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；及
 - (3) 本公司或其任何分行因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會

- 會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (xiii) 本公司根據任何為遵從制裁或預防或偵測清洗黑錢、恐怖分子資金籌集或其他非法活動的計劃下而作出本公司內的資料及信息分享及 / 或任何其他使用資料及信息的任何責任、規定、政策、程序、措施或安排；
 - (xiv) 使本公司的實在或建議承讓人、或本公司對資料當事人的權利的參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易；
 - (xv) 與資料當事人或其他人士的資料作比較以進行信貸調查、資料核實或以其他方法產生或核實資料，不論有關比較是否為對該資料當事人採取不利的行動；
 - (xvi) 作為維持資料當事人的信貸記錄或其他記錄，不論資料當事人與本公司是否存在任何關係，以作現在或將來參考用；及
 - (xvii) 一切與(e)段有聯繫、有附帶性或有關的用途。
- (f) 本公司會對其持有的資料當事人資料保密，但本公司可能會把該等資料提供及披露給下述各方(e)段列出的用途：
- (i) 任何代理人、審計員、承包人、或向本公司提供行政、電訊、電腦、付款、合規監管資料管理、審計、分析、收賬或電子身份認證服務或其他與本公司業務運作有關的服務的第三方服務供應商，不論其所在地；
 - (ii) 任何對本公司(包括本公司的任何成員)有保密責任並已承諾作出保密有關資料的其他人士；
 - (iii) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於收款人的資料)；
 - (iv) 任何付款到資料當事人賬戶的人士；
 - (v) 任何從資料當事人收取付款的人士、其收款銀行及任何處理或辦理該付款的中介人士；
 - (vi) 信貸資料服務機構(包括獲選參與信貸通(多家個人信貸資料服務機構模式)的信貸資料服務機構所使用的任何中央資料庫之經營者)；而在資料當事人欠賬時，則可將該等資料提供給債務追收代理；
 - (vii) 本公司或其任何分行在根據對其本身或其任何分行具約束力或適用的法例規定下之責任或其他原因而必須向該人作出披露，或按照及為實施由任何法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織所提供或發出的指引或指導預期向該人作出披露，或根據與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之間的任何合約承諾或其他承諾而向該人作出任何披露之任何人士，該等人士可能處於香港特別行政區境內或境外及可能是已存在、現有或將來出現的任何人士；
 - (viii) 提供或擬提供保證或第三方抵押以保證或擔保資料當事人的責任的任何一方；及
 - (ix) 本公司的任何實在或建議承讓人或就本公司對資料當事人的權利的參與人或附屬參與人或受讓人；及
 - (1) 本公司之任何分行；
 - (2) 第三方金融機構、承保人、信用卡公司、證券、商品及投資服務供應商；
 - (3) 第三方獎賞、客戶獎勵、聯名合作及優惠計劃供應商；
 - (4) 本公司之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定)；
 - (5) 慈善或非牟利組織；及
 - (6) 就上述第(e)段而獲本公司聘用之第三方服務供應商(包括但不限於代寄郵件公司、電訊公司、電話促銷及直銷代理人、電話服務中心、數據處理公司、資訊科技公司、社交媒體平台及電子身份認證服務的承辦商)，不論其所在地。
- 本公司可能為上述第(e)段所列之目的不時將資料當事人的資料轉移往香港特別行政區境外的地區。
- (g) 符合根據隱私條例核准和發出之守則的規定，本公司可不時向信貸資料服務機構查閱及提取資料當事人的個人信貸資料，就信貸審核及 / 或檢討任何與信貸安排相關之目的考慮下述事項：
- (i) 資料當事人的身份；
 - (ii) 增加信貸額；
 - (iii) 縮減信貸額(包括取消信貸或降低信貸額)；或
 - (iv) 與資料當事人制訂或推行債務安排計劃。
- (h) 就 2011 年 4 月 1 日或以後有關資料當事人按揭申請之資料(不論作為借款人、按揭人或擔保人及不論以資料當事人單名或與其他人士聯名方式)，本公司(以其自身及/或代理人身份)可向信貸資料服務機構提供下述關於資料當事人的資料(包括任何下述資料中不時更新之任何資料)：
- (i) 全名；
 - (ii) 就每宗按揭的身份(即作為借款人、按揭人或擔保人，以及不論以資料當事人單名或與其他人士聯名方式)；
 - (iii) 身份證號碼或旅遊證件號碼；
 - (iv) 出生日期；
 - (v) 通訊地址；
 - (vi) 就每宗按揭的按揭賬戶號碼；
 - (vii) 就每宗按揭的信貸種類；
 - (viii) 就每宗按揭的按揭賬戶狀況(如生效、已結束、撇賬(因破產命令除外)、因破產命令的撇賬)；及
 - (ix) 就每宗按揭的按揭賬戶結束日期(如適用)。
- 信貸資料服務機構會使用上述由本公司提供的資料，統計資料當事人(分別以借款人、按揭人或擔保人身份，及不論其以單名或與其他人士聯名方式)不時於信貸提供者持有之按揭宗數，於信貸資料庫內讓信貸提供者共用(惟受限於按條例核准及發出之個人信貸資料實務守則的規定)。
- (i) 使用資料作直接促銷
- 本公司擬使用資料當事人的資料作直接促銷及本公司須為此目的取得資料當事人同意(包括資料當事人不反對之表示)。因此，請注意以下：
- (i) 本公司持有資料當事人的姓名、聯絡詳情、產品及服務組合信息、交易模式及行徑、財務背景及統計資料可不時被本公司用於直接促銷；
 - (ii) 以下服務類別可作推廣：
 - (1) 信貸及相關服務和產品及授信；
 - (2) 第三方獎賞、客戶獎勵、聯名合作及優惠計劃供應商；
 - (3) 本公司之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定)；及
 - (4) 為慈善及/或非牟利的目的之捐款及資助；

- (iii) 上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐：
- (1) 本公司之任何分行；
 - (2) 第三方金融機構、承保人、信用卡公司、證券、商品及投資服務供應商；
 - (3) 第三方獎賞、客戶獎勵、聯名合作及優惠計劃供應商；
 - (4) 本公司之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定)；及
 - (5) 慈善或非牟利組織；
- (iv) 除本公司推廣上述服務、產品及標的外，本公司同時擬提供列明於上述第 i(i)段之資料至上述第 i(ii)段的所有或其中任何人士，該等人士藉以用於推廣上述服務、產品及標的，並本公司須為此目的取得資料當事人同意(其中包括資料當事人不反對之表示)；及
- (v) 本公司如以上第 i(v)段所述將資料提供予其他人士可能會獲得金錢或其他財產的回報。如本公司會因為提供資料予其他人士而獲得任何金錢或其他財產的回報，本公司會於以上第 i(v)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

若資料當事人不願意本公司使用或提供其資料予其他人士，藉以用於以上所述之直接促銷，資料當事人可通知本公司以行使其不同意此安排的權利。

- (j) 使用本公司應用程式介面(「API」)向資料當事人的第三方服務供應商轉移個人資料
- 本公司可根據資料當事人向本公司或資料當事人使用之第三方服務供應商所發出的指示，使用本公司的 API 向第三方服務供應商轉移資料當事人的資料，以作本公司或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。
- (k) 根據條例中的條款及私隱條例核准和發出之守則的規定，任何資料當事人有權：
- (i) 查核本公司是否持有他的資料及查閱該等資料；
 - (ii) 要求本公司改正任何有關他的不準確的資料；
 - (iii) 查明本公司對於資料的政策及慣例和獲告知本公司持有的個人資料種類；
 - (iv) 按要求獲告知哪些資料是會向信貸資料服務機構或債務追收代理例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或債務追收代理提出查閱和改正資料要求；及
 - (v) 對於本公司向信貸資料服務機構提供的任何賬戶資料(為免生疑問，包括任何賬戶還款資料)，於悉數清償欠款以終止賬戶時，指示本公司要求有關信貸資料服務機構從其資料庫中刪除該等賬戶資料，惟是項指示必須於賬戶終止後 5 年內發出，且該賬戶在緊接賬戶終止之前 5 年內，並無超過 60 天的拖欠還款紀錄。賬戶還款資料包括最後一次到期的還款額、最後一次報告期間所作出的還款額(即緊接本公司向信貸資料服務機構提供最後一次賬戶資料前不超過 31 天的期間)、剩餘可用信貸額、或未償還款額及欠款資料(即過期欠款額及逾期還款日數、清還過期欠款的日期及全數清還拖欠超過 60 天的欠賬之日期(如有))。
- (l) 在賬戶出現任何欠款的情況下，除非欠款金額在由出現拖欠日期起計 60 天屆滿前全數清還或撇賬(因破產命令除外)，信貸資料服務機構可由全數清還欠款金額之日起計 5 年保留賬戶還款資料(請見上述第 k(v)段的定義)。
- (m) 當資料當事人因被頒布破產命令而導致賬戶中的任何金額被撇賬，不論賬戶還款資料(請見上述第 k(v) 段的定義)是否顯示存有任何超過 60 天的欠款，信貸資料服務機構可由全數清還欠款金額之日起計 5 年或由資料當事人提供證據通知信貸資料服務機構其已獲解除破產命令的日期起計 5 年保留賬戶還款資料(以較先出現者為準)。
- (n) 根據條例之條款，本公司有權就處理任何查閱資料的要求收取合理費用。
- (o) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：
- 資料保障主任
信貸站有限公司
九龍旺角登打士街56號家樂坊12樓1211-12室
- (p) 本公司在考慮任何信貸申請時，可能會從信貸資料服務機構取得關於資料當事人的信貸報告。如資料當事人希望索閱該信貸報告，本公司會向其提供有關信貸資料服務機構的詳細聯絡資料。
- (q) 本通告的英文版本與中文版本如有任何分歧，則以英文版本為準。

Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data (the "Notice")

(With effective from 31 JAN 2024)

This Notice describes the privacy and data policies of Credit Station Limited ("the Company"). The Company values the privacy and security of personal information and will take all reasonable measures to protect your personal data in compliance with Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data (the "Code").

The Company reserves the right at anytime, with or without notice, amends this Notice. The latest amended version will be found in our website. Should there be any amendment to this Notice in the future, such amendment will become effective with immediate effect.

- (a) "Data subject(s)", including but not limited to the following categories of individuals:
- (i) applicants for or customers and other users of financial products and facilities provided by the Company;
 - (ii) sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Company;
 - (iii) directors, shareholders, officers and managers of the corporate applicants or customers;
 - (iv) users and/or visitors of the Company's website, and/or users and/or visitors who contact the Company through any other electronic devices, including but not limited to computers and mobile phones ("Electronic Device") in a manner provided or approved by the Company; and
 - (v) suppliers, contractors, service providers and other contractual counterparties of the Company.

For the avoidance of doubt, data subjects shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any loan agreements and/or agreements or arrangement for services and terms and conditions of the contracts that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the loan agreements and/or the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under Ordinance.

- (b) From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of other services and products. Such data includes but are not limited to:
- (i) full name;
 - (ii) identity card number or travel document number including copies of the identity card and travel document as well as data embedded in the integrated circuits in such documents;
 - (iii) the issue date and place of the identity and/or travel documents;
 - (iv) date of birth;
 - (v) residential and/or correspondence address(es);
 - (vi) telephone/mobile phone number(s);
 - (vii) email address;
 - (viii) salaries and income;
 - (ix) household expenses and number of dependents;
 - (x) biometric data including but not limited to facial image(s) and biometric data stored in biometrically enabled identity and/or travel documents, whether collected via biometric sensor modules on the user's electronic devices or otherwise; and
 - (xi) such other or further data as the Company deems necessary.
- (c) Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue credit facilities or provide other services and products.
- (d) Data are collected by the Company, from time to time, from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects generally communicate verbally or in writing with the Company; it is also the case that data relating to the data subjects are collected or received by the Company from various sources (hereinafter referred to as the "third part(ies)") from time to time. Such data may also be generated or combined with other information.
- Third part(ies) may include, but not limited to:
- (i) Credit reference agencies approved for participation in the Credit Data Smart (Multiple Credit Reference Agencies Model) and/or other credit reference service providers in Hong Kong (hereinafter referred to as "credit reference agencies");
 - (ii) Service providers who provide electronic identity authentication services;
 - (iii) The third party service providers with whom the data subjects interact in relation to the marketing promotion of the products and services of the Company in connection with the data subjects' application for the Company products and services;
 - (iv) Agents who provide services for collecting amounts outstanding from customers (including its solicitors and debt collection agencies);
 - (v) The public records (including but not limited to records maintained by governmental or by quasi-governmental authorities or other institutions or organizations, for example, the Judiciary, the Official Receiver's Office, the Companies Registry and Land Registry); and
 - (vi) Other source (such as information obtained from the Internet or other public domain).
- (e) Data relating to the data subjects may be used are as follows:
- (i) assessing the suitability of the data subjects as actual or potential applicants for related financial services and products and facilities and/or processing and/or approving their applications, renewals, cancellations;
 - (ii) the daily operation of the services and credit facilities provided to the data subjects;
 - (iii) conducting credit checks whenever appropriate (including but not limited to, at the time of application for credit and at the time of regular or special reviews which

- normally will take place one or more times each year);
- (iv) creating and maintaining the Company's credit scoring models;
 - (v) providing reference;
 - (vi) assisting credit reference agencies, other financial institutions and debt collection agencies to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of data subjects;
 - (viii) designing financial services and/or related products for data subjects' use;
 - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (x) determining amounts owed to or by the data subjects;
 - (xi) collection of amounts outstanding from the data subjects and those providing security for the data subjects' obligations;
 - (xii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance 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 the Hong Kong Special Administrative Region; and
 - (3) 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 that is assumed by or imposed on the Company or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xiii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Company and/or any other use of data and information in accordance with any company-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiv) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xv) comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
 - (xvi) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
 - (xvii) purposes incidental, associated or relating to paragraph (e).
- (f) Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose such data to the following parties for the purposes set out in paragraph (e):
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, compliance monitoring, data management, auditing, analytic, debt collection or securities clearing or electronic identity authentication or other services to the Company in connection with the operation of its business, wherever situated;
 - (ii) any other person under a duty of confidentiality to the Company including any member of the Company which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) any person making payment into the data subject's account;
 - (v) any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
 - (vi) credit reference agencies (including the operator of centralized database used by Credit reference agencies approved for participation in the Multiple Credit Reference Agencies Mode) and, in the event of default, to debt collection agencies;
 - (vii) any person to whom the Company or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance 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 with which the Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches 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, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subject's obligations; and
 - (ix) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
 - (1) any branch of the Company;
 - (2) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Company and the group companies of the Company (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);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies, social media platforms and companies providing electronic identity authentication services) that the Company engages for the purposes set out in Paragraph (e) above, wherever situated.
- The Company may from time to time transfer the data relating to the data subjects to a place outside the Hong Kong Special Administrative Region for the purposes set out in paragraph (e) above.

- (g) In accordance with the Code approved and issued under the Ordinance, the Company may from time to time access and obtain consumer credit data of the data subject from credit reference agencies for approving and/or reviewing any of the following matters in relation to the credit facilities granted: :
- (i) the identity of the data subject;
 - (ii) an increase in the credit amount;
 - (iii) the curtailing of credit (including the termination of credit or a decrease in the facility amount); or
 - (iv) the putting in place or the implementation of a scheme of arrangement with the data subject.
- (h) With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agencies:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) identity card number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(i) Use of Data in Direct Marketing

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial and related services and products and facilities;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Company's 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
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) any branch of the Company;
 - (2) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Company (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
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph i(i) above to all or any of the persons described in paragraph i(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose; and
- (v) the Company may receive money or other property in return for providing the data to the other persons in Paragraph i(iv) above and, when requesting the data subject's consent or no objection as described in Paragraph i(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing data to the other persons.

If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

(j) TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING THE COMPANY'S APPLICATION PROGRAMMING INTERFACES ("API")

The Company may, in accordance with the data subject's instructions to the Company or third party service providers engaged by the data subject, transfer data subject's data to third party service providers using the Company's API for the purposes notified to the data subject by the Company or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

(k) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right:

- (i) to check whether the Company holds data about him/her and of access to such data;
- (ii) to require the Company to correct any data relating to him/her which is inaccurate;
- (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;

- (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to the credit reference agency(ies)), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (l) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph k(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (m) In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph k(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal 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 a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (n) In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- (o) The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed are as follows:

The Data Protection Officer
Credit Station Limited
Room 1211-12, 12/F, Gala Place, 56 Dundas Street, Mong Kok, KLN
- (p) The Company may have obtained credit reports on the data subject from credit reference agency(ies) in considering any application for credit. In the event that the data subject wishes to access the credit report(s), the Company will advise the contact details of the relevant credit reference agency(ies).
- (q) If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.