

安基財務有限公司
有關客戶資料的客戶通知

安基財務有限公司（「安基」）為大新銀行有限公司（「大新銀行」）之附屬公司及大新金融集團有限公司（「大新集團」）之成員。

本通知為知會客戶有關安基的資料政策。

就本通知而言，大新集團成員包括大新金融集團有限公司及全部其於本地及海外附屬公司，不論直接或間接擁有。

- (a) 客戶在申請開立戶口，延續戶口及建立或延續信貸、或要求安基提供其他服務時，需要不時向安基提供有關的資料。
- (b) 若未能向安基提供有關資料會導致安基無法開立或延續戶口或建立或延續信貸或提供安基其他服務。
- (c) 安基及其代理人（包括其律師及收數公司）亦會從以下各方收集到客戶的資料：(i) 在客戶與安基的正常金融業務往來過程中，例如，一般當客戶以口頭或書面形式與安基溝通時（其口頭對話內容可能被安基之電話錄音系統錄音）；(ii) 由安基任命提供信貸資料服務之信貸資料服務機構；(iii) 由安基任命提供追收客戶欠款服務之代理人（包括其律師及收數公司）；(iv) 由政府或半政府機構或其他機構或團體保存之公共記錄（包括但不限於司法機構、破產管理署、公司註冊處及土地註冊處）；(v) 第三方（包括客戶因安基產品及服務的推廣以及申請安基產品及服務而接觸的第三方服務供應商）（包括但不限於從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構（以下簡稱「信貸資料服務機構」）接收個人資料）及 (vi) 其他來源（例如從互聯網或其他公共領域獲取資料）。

- (d) 有關的客戶資料將可能會被安基或該等資料的接收人用於下列用途：-
- (i) 為處理服務，信貸授信的申請及為客戶提供服務和信貸便利所涉及之日常運作；
- (ii) 於客戶申請信貸時及於每年（通常一次或多於一次）的定期或特別信貸覆核時，進行信用檢查；
- (iii) 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（包括任何大新集團成員）（以下簡稱「信貸提供者」）進行信用檢查及追討欠債；
- (iv) 確保客戶的信用維持良好；
- (v) 為客戶設計財務服務或有關產品；
- (vi) 推廣服務、產品及其他標的（詳情請參閱以下（i）段）；
- (vii) 確定安基對客戶或客戶對安基的債務；
- (viii) 向客戶及為客戶提供擔保或抵押的人仕追收欠款及執行客戶向安基應負之責任；
- (ix) 履行根據下列適用於安基或其任何分行或安基或其任何分行被期望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（「香港」）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（例如：稅務條例及其條文，包括與自動交換財務帳戶資料有關的條文）；
- (2) 不論於香港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（例如：稅務局作出或發出的任何指引或指南，包括與自動交換財務帳戶資料有關的任何指引或指南）；及
- (3) 安基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承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (x) 遵守與大新集團同一集團的公司為（1）符合由任何香港境內或境外的法律、法規、政府、稅務、執法或其他機構、或自我監管或行業機構或金融服務供應商組織不時發出的適用法律及/或法規要求；(2) 符合制裁；或(3) 預防或偵測清洗黑錢、

- 恐怖分子融資活動或其他非法活動的任何方案就於大新集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xi) 使安基的實在或建議承讓人，或安基對客戶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；
- (xii) 進行配對程序；
- (xiii) 編制及維持安基的信貸評分模式；
- (xiv) 為內部風險管理與大新集團同一集團的公司分享及/或交換客戶信貸資料；
- (xv) 監察法律及／或合規要求；
- (xvi) 處理任何投訴；
- (xvii) 進行市場研究和統計分析；及
- (xviii) 與上述有關的用途。
- (e) 安基會把客戶的資料保密，（但若《中華人民共和國個人信息保護法》（「個人信息保護法」）適用於安基處理及/或使用客戶資料，僅在獲得客戶的單獨同意的情况下），安基可能會把有關資料提供給下述各方（包括在香港境內或境外的地方）作第 (d) 段列出的用途：-
- (i) 任何中間人、承包商、或提供行政、電訊、電子資金轉帳服務、電腦、付款、收賬或其他和安基業務運作有關的服務的第三者服務供應商；
- (ii) 安基的任何分行、附屬公司、控股公司、有聯繫公司或相關聯成員；
- (iii) 任何對安基有保密責任的人，包括對安基有保密資料承諾的及與大新集團同一集團的公司；
- (iv) 客戶因申請安基產品及服務而選擇接觸的第三方服務供應商；
- (v) 信貸資料服務機構（包括但不限於信貸資料服務機構所使用的任何中央資料庫之經營者）；而在客戶欠賬時，則可將該等資料提供給收數公司；
- (vi) 安基或其任何分行根據對安基或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、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並期望安基或其任何分行遵守的任何指引或指導，或根據安基或其任何分行向本地或外地的法律、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的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
- (vii) 提供或擬提供擔保或第三方保證以擔保或保證客戶的責任的任何一方；及
- (viii) 任何安基的實在或建議受讓人或參與人或附屬參與人或安基對客戶的權利的受讓人；及
- (1) 任何大新集團成員；
- (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
- (3) 第三方回贈、客戶獎勵或優惠計劃供應商；
- (4) 安基及大新集團成員的聯營夥伴（該等聯營夥伴的名稱載於相關服務及產品（視乎情況而定）的申請表及／或宣傳單張／海報中）；
- (5) 慈善或非牟利機構；及
- (6) 安基為 (d) (vi) 段所列出的任何用途而聘用的外聘服務供應商（包括但不限於代客寄件中心、電訊公司、電話推廣及直銷公司、通訊中心、社交媒體平台、資料處理公司及資訊科技公司）。
- 該等資料可轉傳至香港境外的地方。若個人信息保護法適用於安基處理及/或使用客戶資料，安基將徵求客戶針對該等跨境傳輸活動的單獨同意。

- (f) 若個人信息保護法適用於安基處理及/或使用客戶資料，安基將在和第三方共享客戶的個人資料前，告知客戶接收方的姓名和聯繫方式、處理和提供客戶個人資料的目的和方式，以及將要提供和分享個人資料的種類，並徵求客戶對共享其個人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體目的所需的範圍內使用個人資料，並在實現目的所需的最短時間內保存個人資料，或（若個人信息保護法適用於安基處理及/或使用客戶資料）按照個人信息保護法的要求。
- (g) 就客戶（不論以借款人、按揭人或擔保人身分，以及不論以客戶本人單名或與其他人士聯名方式）申請的按揭有關的資料，安基可能會把下列客戶資料（包括不時更新任何下列資料的資料）以安基及/或代理人的名義提供予信貸資料服務機構：
- (i) 全名；
- (ii) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式）；
- (iii) 香港身分證號碼或旅遊證件號碼；
- (iv) 出生日期；
- (v) 通訊地址；
- (vi) 就每宗按揭的按揭帳戶號碼；
- (vii) 就每宗按揭的信貸種類；
- (viii) 就每宗按揭的按揭帳戶狀況（如有效、已結束、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；及
- (ix) 就每宗按揭的按揭帳戶結束日期（如適用）。
- 信貸資料服務機構將使用上述由安基提供的資料統計客戶（分別以借款人、按揭人或擔保人身分，及以客戶本人單名或與其他人士聯名方式）不時於信貸提供者持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據個人資料（私隱）條例（「條例」）核准及發出的個人信貸資料實務守則的規定所限）。
- (h) 安基收集的部分資料可能構成個人信息保護法下的「敏感個人信息」，而只有在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下，安基才會處理敏感個人信息。若個人信息保護法適用於安基處理及/或使用客戶資料，該等敏感個人信息將在獲得客戶的單獨同意後才進行處理。
- (i) 在直接宣傳推廣中使用資料
- 安基擬把客戶資料用於直接宣傳推廣，而安基為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：
- (i) 安基可能把安基不時持有的客戶姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接宣傳推廣；
- (ii) 可用作推廣下列類別的服務、產品及促銷標的：
- (1) 財務服務及相關產品包括保險產品；
- (2) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
- (3) 安基的聯營夥伴提供之服務及產品（該等聯營夥伴的名稱載於相關服務及產品（視乎情況而定）的申請表及／或宣傳單張／海報中）；及
- (4) 為慈善或非牟利機構用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由安基及/或下列各方提供或（就捐款及捐贈而言）徵求：
- (1) 大新集團的集團公司；
- (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
- (3) 第三方回贈、客戶或會員、合作品牌、客戶獎勵或優惠計劃供應商；
- (4) 安基及大新集團的集團公司的聯營夥伴（該等聯營夥伴的名稱載於相關服務及產品（視乎情況而定）的申請表及／或宣傳單張／海報中）提供的服務及產品；及

- (5) 慈善或非牟利機構；
- (iv) 除由安基推廣上述服務、產品及促銷標的以外，安基亦擬將以上（i）（i）段所述的資料提供予以上（i）（iii）段所述的全部或任何人士，以供該等人士在推廣該等服務、產品及促銷標的中使用，而安基為此用途須獲得客戶書面同意（包括表示不反對）；及
- (v) 安基可能因如以上（i）（iv）段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如安基會因提供資料予其他人士而獲得任何金錢或其他財產的回報，安基會於以上（i）（iv）段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望安基如上述使用其資料或將其資料提供予其他人士作直接宣傳推廣用途，客戶可通知安基行使其選擇權拒絕推廣。

- (j) 使用安基應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料

安基可根據客戶向安基或客戶使用之第三方服務供應商所發出的指示，使用安基的 API 向第三方服務供應商轉移客戶的資料，以作安基或第三方服務供應商所通知客戶的用途及/或客戶根據條例所同意的用途。

- (k) 根據條例及（若個人信息保護法適用於安基處理及/或使用客戶資料）個人信息保護法的條款及「個人信貸資料實務守則」，以及任何由私隱專員或其他監管機構所發出之法律或守則，任何客戶有權：-

- (i) 審查安基是否持有他的資料及有權查閱有關的資料；
- (ii) 要求安基改正有關他不準確的資料；
- (iii) 查悉安基對於資料的政策及實際運用及獲告知安基持有關於他的何種資料；
- (iv) 要求獲告知哪些資料是通常會向信貸資料服務機構或收數公司披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料要求；
- (v) 就安基向信貸資料服務機構提供的任何帳戶資料（為免生疑問，包括任何帳戶還款資料），於全數清還欠款後結束帳戶時，指示安基要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過 60 日的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間（即緊接安基上次向信貸資料服務機構提供帳戶資料前不多於 31 日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過 60 日的欠款的日期（如有））。
- (vi) 若個人信息保護法適用於安基處理及/或使用客戶資料，要求安基刪除客戶的個人資料；
- (vii) 若個人信息保護法適用於安基處理及/或使用客戶資料，反對以某種特定方式使用客戶個人資料；
- (viii) 若個人信息保護法適用於安基處理及/或使用客戶資料，要求對處理客戶個人資料的規則進行解釋說明；
- (ix) 若個人信息保護法適用於安基處理及/或使用客戶資料，且滿足個人信息保護法的要求的情況下，要求安基將客戶向安基提供的個人資料轉移給客戶選擇的第三方；
- (x) 若個人信息保護法適用於安基處理及/或使用客戶資料，撤回對收集、處理或轉移客戶個人資料的同意（客戶應注意，客戶撤回他們的同意可能導致安基無法開設或繼續開戶或建立或繼續安基的信貸或提供其他服務）；及
- (xi) 若個人信息保護法適用於安基處理及/或使用客戶資料，要求對自動化決策過程中產生的決策進行解釋，以及拒絕接受僅由自動化決策技術作出的決定。
- (l) 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇帳（因破產令導致撇帳除外），否則帳戶還款資料（定義見以上（k）（v）段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。

- (m) 如客戶因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠為期超過 60 日的還款，該帳戶還款資料（定義見以上（k）（v）段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
- (n) 安基可為信貸審核用途不時查閱信貸資料服務機構及大新銀行的資料庫。而該等審核或牽涉安基對下列事項的考慮：
- (i) 增加信貸限額；
- (ii) 對信貸作出限制（包括取消或減少信貸限額）；或
- (iii) 對有關客戶安排或實行債務償還安排。
- (o) 根據條例及（若個人信息保護法適用於安基處理及/或使用客戶資料）個人信息保護法允許的情況下，安基有權就處理任何提出查閱資料的要求收取合理費用。
- (p) 任何關於資料查閱或改正資料，或索取關於資料政策及實際應用或資料類型的的要求，請聯絡：-
- 資料保障主任
- 安基財務有限公司
- 香港郵政信箱 9154 號
- 傳真：2877 8499
- (q) 安基可為考慮任何信貸申請，向信貸資料服務機構及大新銀行索取客戶的信貸報告。如客戶欲查閱信貸報告，安基可告知相關信貸資料服務機構的聯絡資料。
- (r) 「客戶」一詞包括借貸人及擔保人，其本人或該有限公司（及後者之董事、股東或公司人員）或非屬法人團體（獨資者或合夥人）。「信貸」意指個人信貸及商業信貸（包括分期租購或租用）。文中提及之單一性別包括其他性別，而單數詞包括雙數詞。
- (s) 安基或如前文第 (e) 條所指的任何人士可在或可向其本身認為合適的國家處理、保存及轉移或披露客戶的資料。有關資料亦可根據該國當地的慣例和法律、法規和規定（包括任何政府行政措施和政令）而作出發放或披露。
- (t) 本文並不限制客戶根據條例和個人信息保護法下所享有之權利。

（本通知之中英文版本文義如有歧異，以英文本為準。） 2023 年 12 月 29 日

您可隨時免費選擇不接收安基日後發出的任何宣傳推廣資料。如選擇不接收安基財務有限公司日後發出的任何宣傳推廣資料，請填寫下表並交還安基，或到安基任何一間分行辦理。

致 安基財務有限公司
香港郵政信箱 9154 號

☐ 本人不願意接收貴公司日後發出的任何宣傳推廣資料。

姓名： _____

香港身份證號碼或賬戶號碼： _____ 日期： _____

OK Finance Limited
Notice to Customers relating to Customers' Data

OK Finance Limited (the "Company") is a subsidiary of Dah Sing Bank, Limited ("DSB") and a member of Dah Sing Financial Holdings Limited ("Dah Sing Group"). This Notice is provided to notify customers of the data policies of the Company.

For the purpose of this Notice, a member of Dah Sing Group shall include Dah Sing Financial Holdings Limited and all of its local and overseas subsidiaries whether owned by it directly or indirectly.

- (a) From time to time, it is necessary for customers 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.
- (b) 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.
- (c) It is also the case that data are collected by the Company and its agents (including its solicitors and debt collection agencies) from (i) customers in the ordinary course of the continuation of the financial relationship, for example, when customers communicate with the Company, whether verbally (which may be recorded by the Company's telephone recording system) or in writing; (ii) credit reference agencies appointed by the Company to provide credit reference services; (iii) agents (including its solicitors and debt collection agencies) appointed by the Company to collect amounts outstanding from customers; (iv) the public records maintained by governmental or quasi-governmental authorities or other institutions or organisations (including but not limited to the Judiciary, the Official Receiver's Office, the Companies Registry and the Land Registry); (v) third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Company's products and services and in connection with the customer's application for the Company's products and services (including but not limited to receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")); and (vi) other sources (for example, information obtained from the Internet or other public domain).

- (d) The purposes for which data relating to a customer may be used by the Company or the recipient of such data are as follows:-
 - (i) the processing of applications for services and credit facilities and the daily operation of the services, credit facilities provided to customers;
 - (ii) conducting credit checks 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;
 - (iii) assisting other credit providers in Hong Kong (including any member of Dah Sing Group) approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;
 - (iv) ensuring ongoing credit worthiness of customers;
 - (v) designing financial services or related products for customers' use;
 - (vi) marketing services and products and other subjects (please see further details in paragraph (i) below;
 - (vii) determining the amount of indebtedness owed to or by customers;
 - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations and the enforcement of obligations of customers and those providing security;
 - (ix) 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 ("Hong Kong") existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (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 Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); 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;

- (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Dah Sing Group and/or any other use of data and information in accordance with any group-wide programmes for (1) compliance with applicable legal and/or regulatory requirements issued from time to time 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; (2) compliance with sanctions; or (3) prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xi) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participations;
- (xii) conducting matching procedures;
- (xiii) creating and maintaining the Company's credit scoring models;
- (xiv) sharing and/or exchanging customers' credit information within Dah Sing Group for internal risk management;
- (xv) monitoring compliance with legal and/or regulatory requirements;
- (xvi) in connection with any complaint handling;
- (xvii) conducting market research and statistical analysis; and
- (xviii) purposes relating thereto.
- (e) Data held by the Company relating to a customer will be kept confidential but, subject to the customer's separate consent (insofar as the Personal Information Protection Law of the People's Republic of China ("PIPL") is applicable to the Company's process and/or use of the customer's data) the Company may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:-
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, Electronic Fund Transfer service, computer, payment, debt collection or other services to the Company in connection with the operation of its business;
 - (ii) any branch, subsidiary, holding company, associated company or affiliate of the Company;
 - (iii) any other person under a duty of confidentiality to the Company including a member of Dah Sing Group which has undertaken to keep such information confidential;
 - (iv) third party service providers with whom the customer has chosen to interact in connection with the customer's application for the Company's products and services;
 - (v) credit reference agencies (including but not limited to the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (vi) 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 purpose 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 Hong Kong and may be existing currently and in the future;
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations; and
 - (viii) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the customer; and
 - (1) any member of Dah Sing Group;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Company and Dah Sing Group members (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s) / poster(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, telecommunications companies, telemarketing and direct sales agents, call centres, social media platforms, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (d) (vi) above.
Such information may be transferred to a place outside Hong Kong. Insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, the Company will obtain the customer's separate consent in relation to such international transfers.

- (f) To the extent required under the PIPL, the Company will, prior to sharing the customer's personal data with third parties, notify the customer of the name and contact details of the recipients, the purposes and means of processing and provision of the customer's personal data, and the types of personal data to be provided and shared, and obtain the customer's separate consent to the sharing of the customer's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, in accordance with the PIPL.
- (g) With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others), the following data relating to the customer (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 credit reference agencies:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
 - (iii) Hong Kong 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) mortgage account closed date in respect of each mortgage, if any.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 customer with credit providers, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Personal Data (Privacy) Ordinance (the "Ordinance")).
- (h) Some of the data collected by the Company may constitute sensitive personal data under the PIPL. The Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, such sensitive personal data will be processed with the customer's separate consent.
- (i) USE OF DATA IN DIRECT MARKETING
The Company intends to use a customer's data in direct marketing and the Company requires the customer'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 a customer 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 services and related products including insurance products;
 - (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) and/or advertising leaflet(s) / poster(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 member of Dah Sing Group;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;

- (4) co-branding partners of the Company and Dah Sing Group members (the names of such co-branding partners can be found in the application form(s) and/or advertising leaflet(s) / poster(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 customer'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 customer's consent or no objection as described in paragraph (i)(iv) above, the Company will inform the customer if it will receive any money or other property in return for providing the data to the other persons.
- If a customer does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Company.
- (j) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING COMPANY APPLICATION PROGRAMMING INTERFACES (API)
- The Company may, in accordance with the customer's instructions to the Company or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Company's API for the purposes notified to the customer by the Company or third party service providers and/or as consented to by the customer in accordance with the Ordinance.
- (k) Under and in accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the customer's data) the PIPL, the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or other regulatory bodies, any customer has the right :-
 - (i) to check whether the Company holds data about him and the right of access to such data;
 - (ii) to require the Company to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of 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), 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)).
 - (vi) insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, to request the Company to delete the customer's personal data;
 - (vii) insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, to object to certain uses of the customer's personal data;
 - (viii) insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, to request an explanation of the rules governing the processing of the customer's personal data;
 - (ix) insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, to ask the Company to transfer personal data that the customer has provided to the Company to a third party of the customer's choice under circumstances as provided under the PIPL;
 - (x) insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, to withdraw any consent for the collection, processing or transfer of the customer's personal data (customers should note that withdrawal of their consent may result in the Company being unable to open or continue accounts or establish or continue credit facilities or provide other services); and
 - (xi) insofar as the PIPL is applicable to the Company's process and/or use of the customer's data, to have decisions arising from automated decision

making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.

- (i) 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 a customer, 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 customer with evidence to the credit reference agency(ies), whichever is earlier.
 - (n) The Company may access the database of credit reference agencies and DSB for the purposes of credit review from time to time. Which review may involve the consideration by the Company of any of the following matters:-
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the customer.
 - (o) In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Company's process and/or use of the customer's data) as permitted under the PIPL, the Company may charge a reasonable fee for the processing of any data access request.
 - (p) The person 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 is as follows :-
 - The Data Protection Officer
 - OK Finance Limited
 - GPO Box 9154, Hong Kong
 - Fax: 2877 8499
 - (q) The Company may have obtained credit report(s) on the customer from credit reference agency(ies) and DSB in considering any application for credit. In the event the customer wishes to access the credit report(s), the Company will advise the contact details of the relevant credit reference agency(ies).
 - (r) The expression "customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). "Credit" means consumer and commercial credit (including but not limited to Hire Purchase and Leasing). All references to one gender is a reference to all other genders and the singular includes the plural.
 - (s) Data of a data subject may be processed, kept and transferred or disclosed in and to any country as the Company or any person who has obtained such data from the Company referred to in (e) above considers appropriate. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
 - (t) Nothing herein shall limit the right of customers under the Ordinance and the PIPL.
- (The English version of this Notice shall prevail wherever there is a discrepancy between the English and Chinese version.)

29 December 2023

You may, at any time and without charge, choose not to receive any of our future marketing communications. If you choose not to receive any marketing communications from OK Finance Limited, please fill out and return the form below to us or visit any one of our branches.

To: OK Finance Limited
GPO Box 9154, Hong Kong

I do not wish to receive any marketing communication/message from your company in future.

Name:

HKID No. / Account No.: Date: