

CIRCULAR (“CIRCULAR”) TO CUSTOMERS AND PERSONS ACTING AS GUARANTORS AND MORTGAGORS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE “ORDINANCE”)

1. **Collection of Data:** From time to time, it is necessary for customers (which term shall include individual customer and corporate customer and their shareholder, directors, managers, employees, sole proprietors, and partners) (collectively, “**Customers**”), persons providing guarantees or security in respect of a loan / mortgage / credit / hire purchase/ leasing facility (“**Guarantors**”) or persons providing security in respect of a loan / other form of credit facility by way of a mortgage over property (“**Mortgagors**”) to supply ORIX with their “Data” (as defined below) in connection with (i) the opening or continuation of accounts, (ii) the establishment or continuation of loan / mortgage / credit / hire purchase / leasing facilities or other forms of credit, guarantee or security arrangements or (iii) the provision of financial and other services by ORIX (in this Circular, the particular financial services described in each of (i), (ii) and (iii) above are collectively referred to as “**Financial Services**”). It is also the case that Data are collected from Customers, Guarantors and Mortgagors in the ordinary course of the continuation of their financial relationship with ORIX, for example, when Customers write cheques or deposit money or otherwise carry out transactions as part of the ORIX’s services. ORIX will also collect Data relating to Customers, Guarantors and Mortgagors from third parties, including third party service providers with whom Customers, Guarantors and Mortgagors interact with in connection with the marketing of ORIX’s products and services and in connection with the customer’s application for ORIX’s products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”).

2. **Purposes of Collection:**

“Data” means all or any of the following data and information relating to Customer, Guarantors or Mortgagors, where applicable: (a) personal data and account data (generated by ORIX in the course of operating the accounts of Customers, Guarantors, Mortgagors and/or borrowers and as such expression is defined in the Code of Practice on Consumer Credit Data (the “Code”) issued by the Office of the Privacy Commissioner for Personal Data); (b) information about Customer, transaction, use of the ORIX’ product and service and the Customer’s relationship with ORIX Group Company (information other than personal data); and (c) tax information. Data will not be disclosed to any (including ORIX Group Company), other than where: (a) ORIX is legally required to disclose; (b) ORIX’s legitimate business purpose require disclosure; (c) the disclosure is made with the Customer, Guarantors or Mortgagors consent; (d) it is disclosed as set out in according with this Circular. Failure to supply such Data may result in ORIX being unable to provide any Financial Services. Purposes for which Data relating to Customers, Guarantors or Mortgagors may be used are as follows:-

- (i) the daily operation of Financial Services provided to them or a borrower (as the case may be);
- (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 approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
- (iv) creating and maintaining ORIX’s credit scoring models;
- (v) ensuring ongoing creditworthiness of Customers and/or Guarantors and/or Mortgagors;
- (vi) designing financial services or related products;
- (vii) marketing services, products and other subjects (please see further details in paragraph (3) below);
- (viii) determining the amount of indebtedness owed to or by Customers and/or Guarantors and/or Mortgagors;
- (ix) enforcing obligations of Customers and/or Guarantors and/or Mortgagors, including but not limited to collecting amounts outstanding from such Customers and/or Guarantors and/or Mortgagors;
- (x) complying with obligations, requirements, recommendations, instructions or arrangements for disclosing and using data that apply to ORIX or any other member of the group of companies of which ORIX is a member (such member of the ORIX group of companies, an “**ORIX Group Company**”) or with which it is expected to comply pursuant to:
 - (1) any present or future law binding or applying to it within or outside Hong Kong;
 - (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 or in the future;
 - (3) any present or future contractual or other commitment entered into 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 ORIX or any of ORIX Group Company 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;
 - (4) internal operational requirements of the ORIX or ORIX Group Company (including without limitation, credit and risk management, system or product development and planning, audit and administrative purposes;
- (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with other ORIX Group Companies and/or any other use of data and information in accordance with any group-wide programs for compliance with sanctions or prevention or detection of crime, money-laundering, terrorist financing or other unlawful activities;
- (xii) enabling an actual or proposed assignee of ORIX (including without limitation any person with whom it is proposed ORIX will merge or to whom ORIX proposes to dispose of all or any part of its business) or participant or sub-participant of ORIX’s rights in respect of Customers and/or Guarantors and/or Mortgagors to evaluate the transaction intended to be the subject of the assignment, merger, disposal, participation or sub-participation;
- (xiii) the processing of applications for banking, credit and other services and facilities;
- (xiv) performing financial crime risk management activity adopted by ORIX and ORIX Group Company;
- (xv) maintaining the ORIX’s or ORIX Group Company’s overall relationship with the Customer, Guarantor or Mortgagor;
- (xvi) any purposes directly relating or incidental to the purposes listed above,

and ORIX may carry out “matching procedures” (as such expression is defined in the Ordinance) in respect of all or any of such purposes.

3. **Direct marketing:** ORIX wishes to use the Data of Customers, Guarantors and Mortgagors for direct marketing in the manner provided in this paragraph – permission to use Data for this purpose is **voluntary** only. ORIX must obtain a Customer, Guarantor or Mortgagor’s written consent (which can include an indication of no objection) if it is to use Data for this purpose. ORIX may not use the Data for direct marketing unless it has received written consent from relevant Customers, Guarantors or Mortgagors.

In this connection:

- (i) the name, contact details (such as phone number or address), products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Customer, Guarantor or Mortgagor held by ORIX from time to time may be used by ORIX for direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) ORIX’s Financial Services;
 - (2) insurance, general credit and banking related products;
 - (3) reward, loyalty or privileges programmes and related services and products;
 - (4) services and products offered by ORIX’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
 - (5) 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 ORIX and/or:
 - (1) any ORIX Group Company;
 - (2) any third party, such as *insurer, financial institution* with whom ORIX has a partnership to market the services, products and subjects described in paragraph 3(ii) above;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;

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- (4) co-branding partners of ORIX and ORIX's group companies (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, ORIX wishes to provide the data described in paragraph 3(i) above to all or any of the persons described in paragraph 3(iii) above for use by them in marketing the same or similar services, products and subjects, and ORIX must obtain the written consent of Customers, Guarantors and/or Mortgages (which includes an indication of no objection) for that purpose – written consent can be given in the Request Form (as defined below); and
- (v) ORIX may provide the data described in paragraph 3(i) above to the other persons in paragraph 3(iv) above **for gain** and, when requesting the Customer, Guarantor or Mortgage's consent or non-objection as described in paragraph 3(iv) above, ORIX will inform such Customer, Guarantor or Mortgage if it will so provide such data to the other persons for gain;

To indicate consent / no consent to the use / provision of his/her personal data for direct marketing, a Customer, Guarantor or Mortgage is required to fill out an "Opt-out Request – Use/Provision of Personal Data in Direct Marketing" ("Request Form").

If a Customer, Guarantor or Mortgage does not wish ORIX to use his/her data or provide his/her data to other persons for use in direct marketing as described above and also wants ORIX to advise those other persons to stop using his/her data for direct marketing, he/she may say so in the Request Form or notify ORIX of the same at any other time.

4. Classes of Possible Transferees: Data (including mortgage loan data) held by ORIX relating to Customers, Guarantors or Mortgages will be kept confidential except that ORIX may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 2 above:-

- (i) any person to whom ORIX or any ORIX Group Company is under an obligation or is otherwise required to make disclosure under the requirements of any law, rule, regulation or court order binding on or applying to ORIX or such ORIX Group Company 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 service providers with which ORIX or any ORIX Group Company is expected to comply, or any disclosure pursuant to any contractual or other commitment of ORIX or any ORIX Group Company 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;
- (ii) any person with the express or implied consent of a Customer and/or Guarantor and/or Mortgage;
- (iii) any person where the interests of ORIX require disclosure;
- (iv) any person where the public interest requires disclosure;
- (v) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to ORIX in connection with the operation of its business and the provision of Financial Services;
- (vi)
 - (1) any ORIX Group Company;
 - (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 ORIX and ORIX's group companies (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 and information technology companies) that ORIX engages for the purposes set out in paragraph (2)(vii) above.
- (vii) any other person under a duty of confidentiality to ORIX including any ORIX Group Company which has undertaken to keep such information confidential;
- (viii) any financial institution with which a Customer, Guarantor or Mortgage has or proposes to have dealings;
- (ix) any actual or proposed assignee of ORIX of participant or sub-participant or transferee of ORIX's rights in respect of a Customer and/or Guarantor and/or Mortgage including, without limitation, to The Hong Kong Mortgage Corporation Limited (“HKMC”) or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by ORIX;
- (x) banks of drawers of cheques made payable to a Customer, Guarantor or Mortgage, for the purpose of confirming to such drawers that payment to the relevant Customer, Guarantor or Mortgage under such cheques has been made;
- (xi) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and in the event of default, debt collection agencies;
- (xii) any other person with whom ORIX proposes to merge or to which ORIX proposes to dispose of all or any part of its business; and
- (xiii) provided the relevant Customer, Guarantor or Mortgage has agreed as provided for in paragraph 3 above, any person to whom such Customer, Guarantor or Mortgage has agreed ORIX may transfer his/her Data for the voluntary purpose of direct marketing.

5. Specific Provisions on Data relating to Mortgage Loans:

- (i) **Mortgage data collected:** Of all the Data which may be collected or held by ORIX from time to time in connection with mortgages, the following data relating to a Customer as borrower, or to a Guarantor or Mortgage (including any changes to any of the following data) may be provided by ORIX, on its own behalf and/or as agent, to credit reference agencies:
 - (1) mortgage account general data:
 - (a) full name;
 - (b) capacity in respect of each mortgage (as borrower, mortgage or guarantor);
 - (c) Hong Kong Identity Card Number or travel document number;
 - (d) date of birth;
 - (e) address;
 - (f) mortgage account number in respect of each mortgage;
 - (g) the type of the facility in respect of each mortgage;
 - (h) mortgage account status in respect of each mortgage (such as active, closed, written-off); and
 - (i) if any, mortgage account closed date in respect of each mortgage;
 - (2) mortgage application data; and
 - (3) where there is any outstanding default in payment for a period in excess of 60 days in relation to the mortgage loan, default data relating to such default.
- (ii) **Mortgage data sharing:** Credit reference agencies will use the mortgage account general data supplied by ORIX for the purposes of compiling a count of the number of mortgages (“**Mortgage Count**”) from time to time held by the relevant Customer as borrower, or relevant Mortgage or Guarantor respectively with all credit providers in Hong Kong (including ORIX), and whether in his sole name or in joint names with others, for the sharing of such data in the consumer credit database 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 Ordinance).
- (iii) **Access to Mortgage Count:** ORIX is entitled to access the Mortgage Count of Customers, Mortgages and Guarantors through a credit report for the purposes of any of the following:
 - (1) considering an application for a grant of a mortgage loan to a Customer or another person for whom that Customer will act as mortgage or guarantor or to

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- the Mortgagor or Guarantor or another person for whom either of them will act as mortgagor or guarantor; or
- (2) reviewing and renewing existing mortgage loans to a Customer or another person for whom that Customer will act as mortgagor or guarantor or to the Mortgagor or Guarantor or another person for whom either of them will act as mortgagor or guarantor; or
 - (3) carrying out a review under the circumstances mentioned in (a) – (c) below:
 - (a) reviewing existing credit facilities currently in default for a period of more than 60 days, with a view to putting in place a loan restructuring arrangement between ORIX and a Customer or Mortgagor or Guarantor; or
 - (b) reviewing existing credit facilities where there is in place a loan restructuring arrangement between ORIX and a Customer, Mortgagor or Guarantor (whether or not other parties are also involved), for implementation of the said arrangement by ORIX; or
 - (c) reviewing existing credit facilities, with a view to putting in place a scheme of arrangement with the Customer initiated by a Customer, Mortgagor or Guarantor.
 - (iv) **Right to request to delete mortgage data:** Customers, Mortgagors and Guarantors have the right under and in accordance with the Code to instruct ORIX to request the credit reference agency to delete from its database any account data and mortgage account general data relating to any terminated account.
- 6. Default in Repayment:** In the event of default in repayment of any consumer credit / hire purchase/ lease facility / loan / mortgage, unless the amount in default is fully paid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days from the date which such default occurred, the relevant Customer and/or the Guarantor and/or the Mortgagor shall be liable to have his/her account repayment data and data relating to mortgage loans (if applicable) retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default. 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 ORIX 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)).
- If any amount is written off due to a bankruptcy order being made against a Customer and/or Guarantor and/or Mortgagor, such individual shall be liable to have his/her account repayment data and data relating to mortgage loans (if applicable) retained by credit reference agencies, regardless of whether the account repayment data or data relating to mortgage loans (if applicable) reveal any material default (i.e. a default in payment for a period in excess of 60 days), until the earlier of the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of the individual's discharge from bankruptcy as notified to credit reference agency(ies) by such individual with evidence.
- 7. Termination of Account by Full Repayment:** Where consumer credit is applied for, upon termination of the account by full repayment by a Customer and/or borrower and/or Guarantor and/or Mortgagor and on condition that there has not been, within 5 years immediately before account termination, any material default (namely, a default in payment for a period in excess of 60 days) on the account, the Customer and/or Guarantor and/or the Mortgagor will have the right to instruct ORIX to make a request to the credit reference agency to delete from its database any account data relating to the terminated account and any data relating to mortgage loans (if applicable).
- 8. Access to a credit report for considering credit application:** ORIX may obtain credit report(s) on a Customer, a Guarantor, or a Mortgagor from credit reference agencies in considering any application for credit. If the Customer, the Guarantor or the Mortgagor wishes to access the credit report(s), ORIX will advise the contact details of the relevant credit reference agency(ies).
- 9. Access to consumer credit data for purposes of review:** Furthermore, for the purpose of the review of existing consumer credit facilities ORIX may from time to time access the consumer credit data of a Customer and/or Guarantor and/or Mortgagor held with a credit reference agency(ies) so as to facilitate ORIX's consideration of all or any one or more of the matters specified below:
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including, without limitation, 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 the Customer and/or Guarantor and/or Mortgagor.
- 10. Right of Access and Correction:** Under and in accordance with the terms of the Ordinance and the Code, any individual has the following rights:-
- (i) to check whether ORIX holds data about him/her and the right of access to such data;
 - (ii) to require ORIX to correct any data relating to him/her which are inaccurate;
 - (iii) to ascertain ORIX's policies and practices in relation to data and to be informed of the kind of personal data held by ORIX; and
 - (iv) in relation to consumer credit, to request to be informed which items of data (including data relating to mortgage loans (if applicable)) are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access or correction request to the relevant credit reference agency(ies) or debt collection agency(ies).
- In accordance with the terms of the Ordinance, ORIX has the right to charge a reasonable fee for the processing of any data access request.
- 11. Data Protection Officer:** For the purposes of paragraphs 3 and 10 above, the person to whom (i) consents, objections and opt-outs in relation to the use or provision of personal data for direct marketing and (ii) 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
ORIX Asia Limited
25/F, Two Exchange Square,
8 Connaught Place, Central,
Hong Kong
Telephone : 28629268
Fax : 25279688
- 12.** Nothing in this Circular shall limit the rights of Customers, Guarantors or Mortgagors under the Ordinance.

If there is any inconsistency or conflicts between English and Chinese version, the English version will prevail.
July 2024

1. **收集個人資料：** 客戶(此詞語應包括個人客戶及企業客戶及其股東、董事、公司經理、的僱員、獨資經營者、合夥人，合稱“客戶”)，就貸款/按揭/信貸/租購/租賃安排提供擔保或保證的人士 (“擔保人”)，或以物業按揭方式就貸款/其他形式的信貸安排提供保證的人士 (“按揭人”)，在與 (i) 開立或延續帳戶，(ii) 建立或延續貸款/按揭/信貸/租購/租賃安排或 (iii) 由歐力士提供財務及其他服務(在本通告內，上述 (i)、(ii) 及 (iii) 項統稱為“財務服務”) 相關的情況下，需要不時向歐力士提供其資料(定義見下文)。在延續客戶、擔保人及按揭人與歐力士的財務關係的正常過程中，例如在客戶簽發支票或在客戶存款時，或以其他方式進行作為歐力士所提供服務一部分的交易時，歐力士亦會向客戶、擔保人及按揭人收集資料。歐力士亦會向第三方(包括客戶、擔保人及按揭人因歐力士產品及服務的推廣以及申請歐力士產品及服務而接觸的第三方服務供應商)收集與客戶、擔保人及按揭人有關的資料(包括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)。
2. **收集的目的：**

“資料”指所有或任何有關客戶及/或擔保人及/或按揭人的下列各項信息及資料(如適用):(a)個人資料及帳戶資料(資料由歐力士在操作客戶、擔保人、按揭人及/或借款人的帳戶時產生，而此詞語在個人資料私隱專員公署發出的《個人信貸資料實務守則》(“守則”)已予以定義);(b)關於客戶、客戶的資料、交易、使用歐力士產品及服務，及客戶與歐力士集團成員公司關係的資料;及(c)稅務資料。資料不會披露予任何人士(包括其他歐力士集團成員公司)，除非:(a)歐力士因應法律要求作出披露;(b)歐力士因正當的商業用途需要披露;(c)獲資料當事人同意作出披露;及(d)按本條文或通告所載作出披露。若未能提供該等有關資料，可能導致歐力士無法提供任何財務服務。客戶、擔保人或按揭人的有關資料所作的用途如下：

 - (i) 提供信貸/租購/租賃安排及財務及其他服務等給客戶或借款人(視屬何情況而定)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，作信用檢查;
 - (iii) 協助其他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(以下簡稱「信貸提供者」)作信用檢查及追討欠債;
 - (iv) 設立及維持歐力士的信貸評分模式;
 - (v) 確保客戶及/或擔保人及/或按揭人的信用維持良好;
 - (vi) 設計供客戶使用的財務服務或相關產品;
 - (vii) 推廣服務、產品及其他標的(詳情請參閱以下第3段);
 - (viii) 確定欠下客戶或擔保人或按揭人，或客戶或擔保人或按揭人欠下的債務款額;
 - (ix) 向客戶及/或擔保人及/或按揭人追討欠款;
 - (x) 為符合根據下述對歐力士及其相連公司/相關公司具約束力的任何法律規定而作出披露的規定：
 - (1) 在香港特別行政區境內或境外之已存在、現有或將來對其具約束力或適用於其的任何法律;
 - (2) 在香港特別行政區境內或境外之已存在、現有或將來並由任何法定、監管、政府、稅務、執法或其他機構，或由金融服務提供者之自律監管或行業的團體或組織所發出或提供之任何指引或指導;
 - (3) 任何現有或將來對歐力士及其相連公司/相關公司因其金融、商業、營業或其他利益或活動處於或關連於相關本地或海外的法定、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司法管轄區而須承擔或獲施加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現有或將來之任何合約承諾或其他承諾;
 - (4) 遵守歐力士及歐力士集團成員公司的內部營運要求(包括但不限於信用及風險管理、系統或產品研發及計劃、審核及行政用途);
 - (xi) 為符合根據任何集團計劃下就遵從洗錢、恐怖份子資金籌集或其他非法活動之批准或防止或偵測而作出本集團內資料及信息分享及/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;
 - (xii) 使歐力士的實在或建議承讓(包括但不限於獲提議歐力士將與之合併的或者歐力士提議將其業務的全部或任何部分向其出售的任何人士)，或歐力士持客戶及/或擔保人及/或按揭人的權利的參與人或附屬參與人能夠評估意圖成為轉讓、合併、處置、參與或附屬參與對象的交易;
 - (xiii) 處理銀行、信貸或其他服務及安排的申請;
 - (xiv) 進行歐力士及歐力士集團成員公司所採取的金融罪行風險管理活動;
 - (xv) 維持歐力士或歐力士集團成員公司與客戶的整體關係;及
 - (xvi) 與任何上述用途直接或有連帶關係相關的用途，而就上述所有或任何用途而言，歐力士可進行“核對程序”(此詞語在條例中已予以定義)。
3. **直接促銷：** 歐力士擬使用客戶、擔保人或按揭人的資料作直接促銷 及歐力士須為此目的取得資客戶、擔保人或按揭人書面同意，客戶、擔保人或按揭人可自願提供他/她的有關資料，因此，請注意以下：
 - (i) 歐力士持有客戶、擔保人或按揭人的姓名、聯絡詳情、產品及服務組合資料、交易模式及行爲、財務背景及人口統計數據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) 由歐力士提供的財務服務;
 - (2) 保險、一般信貸、銀行及相關服務和產品;
 - (3) 獎賞、客戶或會員或優惠計劃及相關服務及產品;
 - (4) 歐力士合作品牌夥伴提供之服務及產品(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
 - (5) 為慈善及/或非牟利用途的捐款及捐贈;
 - (iii) 上述服務、產品及標的可由歐力士及/或下述人士提供或(就捐款及捐贈而言)徵求：
 - (1) 歐力士集團公司之任何成員;
 - (2) 任何歐力士集團之合作夥伴包括第三方金融機構及承保人;
 - (3) 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;
 - (4) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商;
 - (5) 歐力士及歐力士集團成員公司之合作品牌夥伴(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
 - (6) 慈善或非牟利機構;
 - (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3(i)段之資料至上述第3(iii)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客戶、擔保人或按揭人書面同意(其中包括資料當事人不反對之通知);
 - (v) 歐力士如因上述第3(i)段所述將資料提供予上述第3(iv)段人士而獲得金錢或其他財產的回報。歐力士須為此告知客戶、擔保人或按揭人。為表明同意或不同意提供他/她的有關資料用於直接促銷，客戶、擔保人或按揭人須填寫不同意直接促銷通知。填寫通知時，客戶、擔保人或按揭人還可表明不同意歐力士集團之合作夥伴直接促銷。
4. **可能獲得有關資料的各類承轉人：** 歐力士會把客戶、擔保人或按揭人的有關資料(包括按揭貸款資料)保密，但歐力士可以把相關資料提供給下述各方(不論是否在香港特別行政區境內或境外)作上文第2段列出的用途：
 - (i) 根據對歐力士或其相連公司/相關公司具約束力的任何法律規定，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歐力士或其相連公司/相關公司遵守的任何指引或指導，或根據歐力士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(以上不論於香港特別行政區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；

- (ii) 任何已得到客戶及/或擔保人及/或按揭人的明確或默示同意的人；
- (iii) 任何人每當因歐力士之利益而有需要披露；
- (iv) 任何人每當因公眾利益而有需要披露；
- (v) 在與歐力士業務運作有關連的情況下，向歐力士提供行政、電訊、電腦、付款、追討債務或證券結算或其他服務的任何代理人、承包商或第三者服務供應人；
- (vi) (1) 歐力士的任何其他相連/相關公司；
(2) 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；
(3) 第三方獎賞、客戶或會員、合作品牌及優惠計畫供應商；
(4) 歐力士及歐力士集團成員公司之合作品牌夥伴(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)；
(5) 慈善或非牟利機構；及
(6) 就以上 2 (vii) 段列明的用途而被歐力士任用之第三方服務供應商(包括但不限於郵件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。
- (vii) 對歐力士負有保密責任的任何其他人士，包括對歐力士已作出保密該等資料承諾的歐力士集團公司；
- (viii) 與客戶、擔保人或按揭人有交易或建議有交易的任何財務機構；
- (ix) 歐力士的任何實在或建議受讓人，或歐力士對客戶及/或擔保人及/或按揭人的權利的參與人或附屬參與人或受讓人，包括但不限於香港按揭證券有限公司，或根據歐力士與香港按揭證券有限公司訂立有關由歐力士出售按揭或其他抵押之合約安排下所規定或有需要的其他人士；
- (x) 付款予客戶、擔保人或按揭人的支票的出票人銀行，目的在於向該等出票人確認已根據該等支票付款予客戶、擔保人或按揭人；
- (xi) 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)，而在客戶欠帳時，則可將該等資料提供給追討欠款公司；
- (xii) 歐力士提議將與之合併的或者歐力士提議將其業務的全部或任何部分向其出售的任何其他人士；及
- (xiii) 任何人士，而客戶、擔保人或按揭人已同意歐力士可向其移轉他/她的有關資料作上文第 3 段列出的自願性用途。

5. 有關按揭貸款的資料

(i) **所收集的按揭資料：** 在歐力士不時按揭而可能收集或持有的所有資料中，以下有關客戶(作為借款人、擔保人或按揭人)的資料(包括任何下列資料的任何經更新資料)可能由歐力士以歐力士及/或代理人的名義提供予信貸資料服務機構：

- (1) 按揭帳戶一般資料：
 - (a) 全名；
 - (b) 就每宗按揭的身分(即作為借款人、按揭人或擔保人)；
 - (c) 香港身分證號碼或旅遊證件號碼；
 - (d) 出生日期；
 - (e) 地址；
 - (f) 就每宗按揭的按揭帳戶號碼；
 - (g) 就每宗按揭的信貸安排種類；
 - (h) 就每宗按揭的按揭帳戶狀況(如：生效、已結束、已撤帳)；及
 - (i) 就每宗按揭的按揭帳戶結束日期(如有)；

(2) 按揭申請資料；及

(3) 若按揭貸款有任何尚未償還的拖欠還款超過 60 天的欠帳，則與該欠帳有關的欠款資料。

(ii) **共用按揭資料：** 信貸資料服務機構將由歐力士所提供的按揭帳戶一般資料用作統計客戶(分別作為借款人、按揭人或擔保人，以及不論以其單名或與其他人士聯名方式)不時在香港的所有信貸提供者持有的按揭宗數(“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(須受根據條例核准及發出的個人信貸資料實務守則的規定所限)。

(iii) **查閱按揭宗數：**歐力士有權透過信貸報告查閱客戶的按揭宗數，以作任何下列用途：

- (1) 考慮向客戶或客戶將作按揭人或擔保人之其他人士批核的任何按揭貸款；或
- (2) 檢討及續批向客戶或客戶將作按揭人或擔保人之其他人士提供的現存按揭貸款；或
- (3) 下述檢討情況(a)-(c)：
 - (a) 檢討現時出現拖欠還款超過 60 日的欠帳的現存信貸安排，以便歐力士與客戶制訂貸款重組安排；或
 - (b) 當歐力士與客戶之間(不論是否亦涉及其他人士/機構)已存在貸款重組安排時，檢討現存信貸安排，以便歐力士推行上述重組安排；或
 - (c) 檢討現存信貸安排，藉以與客戶制訂由客戶所提出的債務安排計劃。

(iv) **要求刪除按揭資料的權利：**根據及按照個人信貸資料實務守則，客戶指示歐力士要求信貸資料服務機構自其資料庫中刪除與任何已結束帳戶有關的任何帳戶資料(按揭帳戶一般資料)的權利。

6. **拖欠還款：**請注意，如有拖欠償還任何個人信貸/租購/租賃安排/貸款/按揭的情況，除非拖欠金額在發生拖欠之日起計六十日屆滿前全數還清或已撤帳(因破產令導致撤帳除外)，否則客戶及/或擔保人及/或按揭人須讓其帳戶還款資料及有關按揭貸款的資料(如適用)交由信貸資料服務機構保留，直至拖欠金額得到最終清償之日起計的五年屆滿時為止。帳戶還款資料包括上次到期的還款額，上次報告期間(即緊接歐力士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))。

如客戶及/或擔保人及/或按揭人因被頒布破產令而導致任何帳戶金額被撤帳，該人士有責任讓信貸資料服務機構保留其帳戶還款資料及有關按揭貸款的資料(如適用)，不論帳戶還款資料或按揭貸款有關的資料(如適用)是否顯示任何重大違約(即逾期逾 60 日)，直至由最終清償該拖欠金額之日起計的五年屆滿，或由該個人提出證據通知信貸資料服務機構其已解除破產之日起計的五年屆滿(以較早者為準)。

7. **透過全數還款結束帳戶：**如申請個人信貸，當客戶及/或借款人及/或擔保人及/或按揭人透過全數還清款項而結束帳戶時，並在緊接帳戶結束之前五年內沒有任何重要欠帳(即：拖欠還款超過六十日的欠帳)的條件下，客戶及/或擔保人及/或按揭人將有權指示歐力士向信貸資料服務機構要求從該機構的資料庫中刪除與上述被結束帳戶有關的任何帳戶資料及與按揭貸款有關的任何資料(如適用)。

8. **為考慮信貸申請而查閱信貸報告：**在考慮任何信貸申請時，歐力士可向信貸資料服務機構索取關乎客戶、擔保人或按揭人的信貸報告。如果客戶、擔保人或按揭人有意查閱信貸報告，歐力士將會告知相關的信貸資料服務機構的聯絡詳情。

9. **為檢討目的而查閱個人信貸資料：**再者，為檢討現有個人信貸安排的目的，歐力士可不時查閱在信貸資料服務機構所持有關乎客戶及/或擔保人及/或按

歐力士(亞洲)有限公司（“歐力士”）
關於個人資料（私隱）條例（“條例”）致客戶及以擔保人和按揭人身份行事的人的通告（“通告”）

揭人的個人信貸資料，以便歐力士考慮以下指明的所有事宜或其中任何一項或超過一項的事宜：-

- (i) 增加信用額；
- (ii) 縮減信貸（包括但不限於取消信貸或減低信用額）；及
- (iii) 與客戶制訂或推行債務安排計劃。

10. 查閱及改正資料的權利： 根據條例及守則中的條款，任何個人：-

- (i) 有權查核歐力士是否持有他／她的資料及有權查閱該等資料；
- (ii) 有權要求歐力士改正任何有關他／她的不準確資料；
- (iii) 有權查明歐力士對於資料的政策及實際應用及獲告知歐力士持有相關之個人資料種類；及
- (iv) 在與個人信貸有關的情況下，要求獲告知哪些資料（包括有關按揭貸款的資料（如適用））是會向信貸資料服務機構或追討欠款公司例行披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或追討欠款公司提出查閱和改正資料的要求。

按照條例的條款，歐力士有權就處理任何查閱資料的要求收取合理費用。

11. 資料保護主任： 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所持有的資料種類的要求，應向下列人士提出：-

資料保護主任
歐力士(亞洲)有限公司
香港中環交易廣場 2 座 25 樓
電話： 2862 9268
傳真： 2527 9688

12. 本通告的任何條款不應限制客戶、擔保人或按揭人在條例下的權利。

本通告之英文與中文版本如有任何不符或抵觸，將以英文版本為準。

2024 年 7 月
