

CORPORATE FINANCE (D.T.C.) LIMITED

Notice to Customers relating to the Personal Data (Privacy) Ordinance Cap.486 (the “Ordinance”)

In compliance with Personal Data (Privacy) Ordinance (hereinafter referred to as “the Ordinance”), Corporate Finance (D.T.C.) Limited (hereinafter referred to as “the Company”) would like to inform you of the following:

- (1) It is the corporate policy of Corporate Finance D.T.C Limited (“the company”) to respect and safeguard the privacy of an individual’s personal data.
- (2) In this Notice, unless the context or subject matter may otherwise require:

“Authority” or “Authorities” means the local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, governmental, tax, revenue, monetary, securities or future exchange, court, central bank or other authorities, self-regulatory or industry bodies or associations of financial services providers or any of their agents with jurisdiction over all or any part of the Group.

“Code” means Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data pursuant to section 12 of the Ordinance.

“CRA” means Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data pursuant to section 12 of the Ordinance.

“Group” means to any subsidiary member of the deposit-taking company, regardless of location.

- (3) 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 credit.

(4) 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 credit.

- (5) It is also the case that data is collected from customers in the ordinary course of business, for example, when customers write cheques or deposit money or otherwise carry out transactions as part of the Company’s services, or when customers communicate verbally or in writing with the Company, by means of, including but not limited to, documentation, transaction system or telephone recording system (as the case may be). The Company will also collect data relating to the customer from 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 receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”)).

- (6) The purposes for which data relating to a customer may be used are as follows:-

- (i) Processing, considering and assessing the customer’s application for the Company’s services;
- (ii) the daily operation of the products, services and credit facilities provided to customers;
- (iii) 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;
- (iv) creating and maintaining the Company’s credit scoring models;
- (v) assisting other credit provider in the Hong Kong Special Administrative Region (hereinafter referred to as “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;
- (vi) ensuring ongoing credit worthiness of customers;
- (vii) designing financial services or related products for customers’ use;
- (viii) verifying the data or information provided by any other customer or third party;
- (ix) determining amounts owed to or by customers;
- (x) enforcing customers’ obligations, including but not limited to the collection of amounts outstanding from customers and those providing security for customers’ obligations;
- (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside 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);
 - (b) 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
 - (c) 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 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;
- (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information of the Company 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;
- (xiii) 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-participation; and
- (xiv) purposes relating thereto.

- (7) Data held by the Company relating to a customer will be kept confidential but the Company may provide such information to the following parties for the purposes set out in paragraph (6) above:-

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to the Company including a group company 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) third party service providers with whom the customer has chosen to interact with in connection with the customer’s application for the Company’s products and services;
- (v) credit reference agencies (including 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 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 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 are expected to comply, or any disclosure pursuant to any contractual or other commitment of the 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;
- (vii) 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.
- (8) 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) on or after 1 April 2011, 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) 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 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 Ordinance (hereinafter referred to as "Code of Practice")).
- (9) Transfer of personal data to customer's third party service providers using the Company's 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.
- (10) Under and in accordance with the terms of the Ordinance and the Code of Practice, any customer has the right:-
- (i) to check whether the Company holds data about him and 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 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 data 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 data from relevant database(s), 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 includes 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 date (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)).
- (11) 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 (10)(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.
- (12) 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 (10)(v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveals 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.
- (13) 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.
- (14) The person to whom requests for access to data or correction of data or for information regarding the Company's privacy policies and practices and kinds of data held are to be addressed is as follows:
- The Data Protection Officer
Corporate Finance (D.T.C.) Limited
Unit 404A, Fortress Tower
250 King's Road
Fortress Hill, Hong Kong
Telephone: 2832 0176
Fax: 2832 0193
Email : info@cfltdtchk.com
- (15) The Company may have obtained credit report(s) on the customer from credit reference agency(ies) 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).
- (16) Nothing in this notice shall limit the rights of customers under the Ordinance.

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Please acknowledge by signing and returning this Notice to us

協聯財務有限公司

收集個人資料聲明

客戶及其他個別人士關於個人資料(私隱)條例 第486章(【條例】)的通知

依從個人資料(私隱)條例(下稱「條例」),協聯財務有限公司(下稱「接受存款公司」)現通知貴客戶以下細則:

- (1) 協聯財務有限公司高度重視客戶之私隱保護。
- (2) 除非上下文或其主題另有需要,就本通告而言:

【權力機關】 指對集團整體或任何部分具有相關司法權限的本地或外地的法律、監管、司法、行政、公營或執法機關,或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關、財務服務供應商的自律監管或行業組織或協會或其任何代理。

【守則】 指個人資料私隱專員根據第12條條例所發佈的個人信貸資料實務守則。

【CRA】 指信貸資料機構。

【集團】 指接受存款公司的任何附屬成員,不論其所在地。

- (3) 客戶在開立或延續戶口、建立或延續接受存款公司信貸或提供有關信貸有關的資料時,客戶需要不時向接受存款公司提供有關的資料。
- (4) 若未能向接受存款公司提供該等資料,可能會導致接受存款公司無法開立或延續戶口或建立或延續接受存款公司信貸或提供接受存款公司服務。
- (5) 客戶與接受存款公司在延續正常業務運作中,接受存款公司亦會收集客戶的資料,例如,當客戶開出支票或存款時,或以其他方式進行作為接受存款公司所提供服務的一部分的交易時,又或當客戶以口頭或書面形式與接受存款公司溝通時,接受存款公司亦會以,包括但不限於文書、交易系統、電話錄音系統等形式(視屬何等情況而定)收集客戶的資料。接受存款公司亦會向第三方(包括客戶因接受存款公司產品及服務的推廣以及申請接受存款公司產品及服務而接觸的第三方服務供應商)收集與客戶有關的資料(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(下稱「信貸資料服務機構」)接收個人資料)。
- (6) 客戶的資料可能會用於下列用途:
 - (i) 處理、考慮及評估客戶有關接受存款公司產品及服務的申請;
 - (ii) 為客戶提供產品、服務和信貸融通所涉及之日常運作;
 - (iii) 在客戶申請信貸時進行的信貸調查,及每年進行一次或以上的定期或特別審查;
 - (iv) 編制及維持接受存款公司的信貸評分模式;
 - (v) 協助其他於香港特別行政區(下稱「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(下稱「信貸提供者」)進行信用檢查及追討欠債;
 - (vi) 確保客戶持續維持可靠信用;
 - (vii) 接受存款公司設計為客戶使用的財務服務或有關產品;
 - (viii) 核實任何其他客戶或第三方所提供的數據或資料;
 - (ix) 計算接受存款公司與客戶之間的欠債金額;
 - (x) 執行客戶向接受存款公司之應負責任,包括但不限於向客戶及為客戶的債務提供抵押的人士追收欠款;
 - (xi) 履行根據下列適用於接受存款公司或接受存款公司被期望遵守的就披露及使用資料的義務、規定或安排:
 - (a) 不論於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,包括關於自動交換財務賬戶資料之條文);
 - (b) 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指引或指南,包括關於自動交換財務賬戶資料的指引或指南);及
 - (c) 接受存款公司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;
 - (xii) 遵守接受存款公司為符合制裁或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接受存款公司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;
 - (xiii) 使接受存款公司的實際或建議承讓人,或接受存款公司對客戶的權利的參與人或附屬參與人評核其擬承讓,參與或附屬參與的交易;及
 - (xiv) 與上述有關的用途。
- (7) 接受存款公司會對其持有的客戶資料保密,但接受存款公司可就以上第(6)段列明的用途把該等資料提供予下列各方:
 - (i) 就接受存款公司業務運作向接受存款公司提供行政、電訊、電腦、付款或證券結算或其他有關服務的任何代理人、承辦商或第三方服務供應商;
 - (ii) 任何對接受存款公司有保密責任的其他人士,包括承諾保密該等資料的接受存款公司集團成員公司;
 - (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) 客戶因申請接受存款公司產品及服務而選擇接觸的第三方服務供應商;
 - (v) 信貸資料機構(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);以及在客戶欠帳時,則可將該等資料提供給追討欠款公司;

- (vi) 接受存款公司在根據對接受存款公司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接受存款公司遵守的任何指引或指導，或根據接受存款公司與本地或外地的法律、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之間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) 接受存款公司的任何實在或建議承讓人或就接受存款公司對客戶的權利的參與人或附屬參與人或受讓人；
- (8) 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）於 2011 年 4 月 1 日當日或以後申請的按揭有關的資料，接受存款公司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）以接受存款公司及/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，以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：有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
- (ix) 就每宗按揭的按揭賬戶結束日期（如適用）。
- 信貸資料服務機構將使用上述由接受存款公司提供的資料統計客戶（分別以借款人、按揭人或擔保人身分，以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（須受根據條例核准及發出的個人信貸資料實務守則（下稱「實務守則」）的規定所限）。
- (9) 使用接受存款公司應用程式介面（「API」）向客戶的第三方服務供應商轉移個人資料
接受存款公司可根據客戶向接受存款公司或客戶使用之第三方服務供應商所發出的指示，使用接受存款公司的 API 向第三方服務供應商轉移客戶的資料，以作接受存款公司或第三方服務供應商所通知客戶的用途及/或客戶根據條例所給予同意的用途。
- (10) 根據條例的條款及實務守則，任何客戶有權：
- (i) 查核接受存款公司是否持有他的資料及查閱該等資料；
- (ii) 要求接受存款公司改正任何有關他的不準確的資料；
- (iii) 查明接受存款公司對於資料的政策及業務和獲告知接受存款公司持有的個人資料種類；
- (iv) 要求獲告知那些資料會被例行披露予信貸資料服務機構或追討欠款公司，及獲接受存款公司提供進一步資料，以便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；及
- (v) 於全數清還欠款並結束帳戶後，指示接受存款公司要求該信貸資料服務機構，從有關資料庫中刪除接受存款公司曾經向其提供的任何帳戶資料（為免生疑問，包括任何帳戶還款資料），惟是項指示必須於結束帳戶後五年內提出，及該帳戶在緊接結束前之五年內，並無任何拖欠為期超過 60 天的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間（即緊接接受存款公司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））。
- (11) 如賬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賬（因破產令導致撇賬除外），否則賬戶還款資料（定義見以上第（10）（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 5 年。
- (12) 如客戶因被頒布破產令而導致任何賬戶金額被撇賬，不論賬戶還款資料有否顯示任何拖欠為期超過 60 日的還款，該賬戶還款資料（定義見以上第（10）（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 5 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 5 年（以較早出現的情況為準）。
- (13) 根據條例的條款，接受存款公司有權就處理任何查閱資料的要求收取合理費用。
- (14) 任何關於查閱或改正資料，或索取關於接受存款公司的私隱政策及實務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
協聯財務有限公司
香港炮台山
英皇道 250 號
北角城中心 404A 號室
電話：2832 0176
傳真：2832 0193
電郵：info@cfltdtchk.com

- (15) 接受存款公司在批核信貸申請時，可能會參考由信貸資料服務機構提供有關客戶的信貸報告。假如客戶有意索取有關信貸報告，接受存款公司會提供有關信貸資料服務機構的聯絡詳情。
- (16) 本聲明不會限制客戶在條例下所享有的權利。

簽署並接受上述條款