

# **Website Declaration, Personal Information Collection Statement & Privacy Policy**

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## **Website Declaration**

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Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

**Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data**

- (a) From time to time, it is necessary for *data subjects* to supply PCL with data in connection with the following matters such as:
- (i) (1) the opening or operation of *accounts*;
  - (2) the establishment or maintenance of facilities; and/or
  - (3) the establishment or operation or provision of products or services offered by or through PCL (which could include credit facilities, credit cards, financial and/or insurance as well as products and services relating to these);  
(collectively, *Facilities, Products and Services*), and/or
  - (ii) the receipt of supplies and services to PCL.
- (b) Failure to supply such data may result in PCL being unable to establish, maintain or provide *Facilities, Products and Services* to *data subjects*.
- (c) It is also the case that data are collected by PCL from *data subjects* transacting with or through PCL in the ordinary course of PCL’s business, for example, when *data subjects* write cheques or deposit money or effect transactions through credit cards.
- (d) Data relating to a *data subject* may be used for any one or more of the following purposes:
- (i) processing applications from the *data subject* (including assessing the merits and/or suitability of the *data subject’s* application(s) for the establishment of *Facilities, Products and Services*;
  - (ii) operating, maintaining and providing *Facilities, Products and Services* to the *data subject*;
  - (iii) conducting credit checks on the *data subject* (whether in respect of an application for *Facilities, Products and Services* or during regular or special review which normally will take place once or more each year);
  - (iv) creating and maintaining PCL’s credit scoring models;
  - (v) assisting other financial institutions to conduct credit checks and collect debts;
  - (vi) maintaining credit history of the *data subject* for present and future reference;
  - (vii) ensuring ongoing credit worthiness of the *data subject*;
  - (viii) designing credit facilities, credit cards, financial and insurance services or related products for the *data subject’s* use;
  - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
  - (x) determining the amounts of indebtedness owed to or by *data subjects*;
  - (xi) enforcement of *data subject’s* obligations, including without limitation the collection of amounts outstanding from the *data subject* and those providing security for *data subjects’* obligations;
  - (xii) meeting or complying with the obligations, requirements or arrangements for *disclosing* and using data that apply to PCL or that it is expected to comply according to:
    - (1) any law or regulation binding on 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 existing currently and in the future;
- (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 PCL 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) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within PCL 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;
- (xiv) enabling an actual or proposed assignee of PCL, or participant or sub-participant of PCL's rights in respect of the *data subject*, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and/or
- (xv) any other purposes relating to the purposes listed above.

(e) Data held by PCL relating to a *data subject* will be kept confidential but PCL may provide, transfer or *disclose* such data or information to any one or more of the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (d) above:

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to PCL in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*;
- (ii) any other person under a duty of confidentiality to PCL;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) credit reference agencies, and, in the event of default, to debt collection agencies;
- (v) any person or entity to whom PCL is under an obligation or otherwise required to make *disclosure* under the requirements of any law or regulation binding on or applying to PCL, or any *disclosure* under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents 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 PCL is expected to comply, or any *disclosure* pursuant to any contractual or other commitment of PCL 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;

- (vi) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
- (vii) any actual or proposed assignee of PCL or participant or sub-participant or transferee of PCL's rights in respect of the *data subject*;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/or
- (ix) (1) third party financial institutions, insurers, credit card companies and related services providers;
- (2) third party reward, loyalty, co-branding and privileges programme providers;
- (3) co-branding partners of PCL (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);
- (4) charitable or non-profit making organisations; and
- (5) 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 PCL engages for the purposes set out in paragraph (d)(ix) above.

Such information may be transferred to a place outside the Hong Kong Special Administrative Region.

- (f) (i) With respect to data in connection with mortgages applied by a *data subject* (*in any capacity*) 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 PCL, on its own behalf and/or as agent, to a credit reference agency:
  - (1) full name;
  - (2) 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);
  - (3) Hong Kong Identity Card Number or travel document number;
  - (4) date of birth;
  - (5) correspondence address;
  - (6) mortgage account number in respect of each mortgage;
  - (7) type of the facility in respect of each mortgage;
  - (8) 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
  - (9) if any, mortgage account closed date in respect of each mortgage.
- (ii) The credit reference agency will use the above data supplied by PCL for the purposes of compiling a count of the number of mortgages from time to time held by the *data subject* with credit providers in the Hong Kong Special Administrative Region, 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 database of the credit reference agency by credit

providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(iii) PCL may from time to time access the *mortgage count* held by the credit reference agency in the course of:-

- (1) considering mortgage loan application(s) made by the *data subject (in any capacity)*;
- (2) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)* which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by PCL;
- (3) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)*, where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between PCL and the *data subject* consequent upon a default in the repayment of such credit facility for implementing such arrangement, and/or
- (4) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)*, with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the *data subject*.

(iv) PCL may from time to time access the *mortgage count* held by the credit reference agency in the course of (after 31 March 2013):

- (1) reviewing and renewing mortgage loans granted or to be granted to the *data subject (in any capacity)*; and/or
- (2) considering the application for credit facility (other than mortgage loan) by the *data subject (in any capacity)* other than mortgagor) and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the *data subject (in any capacity)* other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time.

#### (g) **USE OF DATA IN DIRECT MARKETING**

PCL intends to use a *data subject's* data in direct marketing and PCL 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 a *data subject* held by PCL from time to time may be used by PCL in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (1) credit facilities, financial, insurance, credit card and related services and products;
  - (2) reward, loyalty or privileges programmes and related services and products;
  - (3) services and products offered by PCL'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 other promotion activities, donations and/or contributions) solicited by PCL and/or:
  - (1) third party financial institutions, insurers and credit card companies;
  - (2) third party reward, loyalty, co-branding or privileges programme providers;
  - (3) co-branding partners of PCL (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) charitable or non-profit making organisations;
- (iv) In addition to marketing the above services, products and subjects itself, PCL also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and PCL requires the *data subject's* written consent (which includes an indication of no objection) for that purpose;
- (v) PCL may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the *data subject's* consent or no objection as described in paragraph (g)(iv) above, PCL will inform the *data subject* if it will receive any money or other property in return for providing the data to the other persons.

**If a *data subject* does not wish PCL 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 PCL.**

- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any *data subject* has the right:
  - (i) to check whether PCL holds data about him and/or access to such data;
  - (ii) to require PCL to correct any data relating to him which is inaccurate;
  - (iii) to ascertain PCL's policies and procedures in relation to data and to be informed of the kind of personal data held by PCL and/or he/she has access to;
  - (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 an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any *account* data (including, for the avoidance of doubt, any *account* repayment data) which has been provided by PCL to a credit reference agency, to instruct PCL, 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 PCL to a 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)).

- (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 (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- (j) In the event any amount in an *account* is written-off due to a bankruptcy order being made against a *data subject*, the account repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, 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, whichever is earlier.
- (k) In accordance with the terms of the Ordinance, PCL has the right to charge a reasonable fee for the processing of any data access request.
- (l) Without limiting the generality of the foregoing, PCL may from time to time access the personal and *account* information or records of a *data subject* held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a *data subject* or a third party whose obligations are guaranteed by a *data subject*:
  - (i) an increase in the credit amount;
  - (ii) the curtailing of credit (including 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 *data subject* or the third party.
- (m) PCL may have obtained a credit report on the *data subject* from a credit reference agency in considering any application for credit. In the event the *data subject* wishes to access the credit report, PCL will advise the contact details of the relevant credit reference agency.
- (n) Data of a *data subject* may be processed, kept, transferred or *disclosed* in and to any country as PCL or any person who has obtained such data from PCL referred to in (e) above considers appropriate. Such data may also be processed, kept, transferred or *disclosed* in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (o) The person to whom requests for access to data or correction of data held by PCL, or for



information regarding PCL's data policies and practices and kinds of data held by PCL are to be addressed is as follows: -

Data Protection Officer  
PrimeCredit Limited  
P.O. Box 23207, Wanchai Post Office, Hong Kong  
Telephone: 21630201  
Fax: 21343377

(p) Nothing in this Notice shall limit the rights of *data subjects* under the Personal Data (Privacy) Ordinance.

In this notice, unless inconsistent with the context or otherwise specified, the words in *italic* shall the following meanings:

*account* means, for each *Facility, Service or Product* which PCL may from time to time make available to the *data subject*, the account that is, opened and/or maintained in respect of it from time to time.

*data subject(s)* includes applicants for *Facilities, Products and Services*, customers, customer's spouse, security providers, referees, corporate officers and managers, suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through PCL.

*disclose, disclosing or disclosure*, in relation to personal data, includes disclose or disclosing information inferred from the data.

*in any capacity* means whether as a borrower, mortgagor or guarantor and whether in the *data subject's* sole name or joint names with others.

*mortgage count* means the number of mortgage loans held by the *data subject (in any capacity)* with credit providers in Hong Kong Special Administrative Region from time to time.

Should there be any inconsistencies between the English and Bahasa versions, the English version shall prevail.

## **Privacy Policy Statement**

### **Statement of Policy**

PrimeCredit Limited (“PCL”) respects personal data privacy and is committed to fully implementing and complying with the data protection principles and all relevant provisions under the Personal Data (Privacy) Ordinance (“the PDPO”).

When PCL collects personal data from individuals, PCL will provide them with a Personal Information Collection Statement (“PICS”) on or before the collection.

### **Statement of Practice**

#### **1. Kinds of Personal Data Held**

1.1 Personal data held by PCL regarding customers include but not limited to identification information, contact details, financial details, employment details etc. which are necessary for customers to supply to PCL from time to time in connection with the opening or continuation of accounts, the establishment or continuation of credit facilities, provision of credit and other financial services, and handling of enquiry/complaint.

1.2 PCL may collect certain data from customers’ mobile devices to provide a segmented risk profile and generate an aggregated statistical information. To protect customers’ identity, PCL will remove all personal identifiers (if any) and pseudonymise such information. Any metadata processed in this way cannot be used to reproduce the original data collected.

The data collected may be shared with PCL’s service providers for data analytics. Prime Gems mobile application uses services of CredoLab Pte Ltd (“CredoLab”) to assess user’s credit worthiness. Metadata accessed, collected and shared are as follows: calendar, contact list and media. The data collected will be in the form of metadata, is used only for the purpose of credit evaluation. CredoLab’s privacy policy is available at <https://www.credolab.com/privacy-policies/gdpr-privacy-policy>.

PCL uses the data as part of its decision process to assess customers’ creditworthiness for a loan and credit card with PCL. PCL may also use customers’ data to assess their interest in receiving financial services through algorithms and mathematical modelling.

#### **2. Main Purposes of Keeping Personal Data**

2.1 Data relating to a *data subject* may be used for any one or more of the purposes listed in section (d) of “Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data”

#### **3. Use of Cookies**

3.1 PCL may record your visit to this site through the use of “cookies”. Please refer to the section of “Website Declaration” for details.

#### **4. Retention of Personal Data**

4.1 PCL maintains and executes retention guideline of records containing personal data to ensure

personal data is not kept longer than is necessary for the fulfillment of the purpose for which the data is to be used. Different retention periods apply to the various kinds of personal data collected and held by PCL in accordance with policies in the retention guideline.

## **5. Protection Measures**

5.1 It is the policy of PCL to take all practicable steps to protect the personal data, including sensitive personal data, PCL holds against loss, unauthorized access, use, modification, *disclosure*, processing or erasure. PCL provides training to its employees to ensure that its employees handle personal data properly.

## **6. Disclosure**

6.1 PCL may provide, transfer or *disclose* personal data to any one or more of the parties listed in section (e) of “Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data” for the above-mentioned purposes.

## **7. Outsourcing Arrangements**

7.1 The service providers of PCL are bound by contractual duty to keep confidential any data they come into contact with, if any, against unauthorized or accidental access, processing, erasure, loss, use and retention.

## **8. Data Access Requests and Data Correction Requests**

8.1 You may contact PCL to seek access to or seek to correct personal data which PCL holds about you. There are certain exemptions under the PDPO which may apply to personal data access and correction requests. PCL may require that you the person requesting access or correction provide suitable identification and PCL may charge a reasonable administration fee for complying with a data access request.

8.2 Requests for access to and/or correction of personal data should be addressed to the Data Protection Officer through the contact methods provided in section (o) of “Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data”.

8.3 Any enquiries regarding personal data privacy policy and practice may be addressed to the Data Protection Officer by the aforesaid contact methods.

In this Privacy Policy Statement, unless inconsistent with the context or otherwise specified, the words in *italic* shall have the same meanings as defined in the “Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and the Code of Practice on Consumer Credit Data”

Should there be any inconsistency between the English and the Chinese versions, the English version shall prevail.

September 2022

PrimeCredit Limited Money Lender's Licence No.: 647/2025

Warning: You have to repay your loans. Don't pay any intermediaries.

Complaint Hotline: 2281 7470