

Personal Information Collection Statement

We respect and protect your privacy. Read this notice to find out how we collect, store, use and share your personal data.

(a) From time to time, it is necessary for data subjects to supply ECC with data in connection with the following matters such as:

1. The opening or operation of accounts;
2. The establishment or maintenance of services offered by ECC (which included credit cards and services relating to these).

(b) Failure to supply such data may result in ECC being unable to establish, maintain or provide services to data subjects.

(c) It is also the case that data are collected by ECC from data subjects transacting with or through ECC in the ordinary course of ECC'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:

1. Processing applications from the data subject (including assessing the merits and/or suitability of the data subject's applications) for the establishment of services;
2. Operating, maintaining and providing services to the data subject;
3. Conducting credit checks on the data subject (whether in respect of an application for services or during regular or special review which normally will take place once or more each year);
4. Creating and maintaining ECC's credit scoring models;
5. Assisting other financial institutions to conduct credit checks and collect debts;

6. Maintaining credit history of the data subject for present and future reference;
7. Ensuring ongoing credit worthiness of the data subject;
8. Designing credit facilities, credit cards, financial and insurance services or related products for data subject's use;
9. Marketing services, products and other subjects;
10. Determining the amounts of indebtedness owed to or by data subjects;
11. Enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
12. Meeting or complying with any obligations, requirements, or arrangements for disclosing and using data that apply to ECC that it is expected to comply according to:
 - i. 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;
 - ii. 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;
 - iii. Financial, commercial, business or other interests or activities of ECC because of its location in or in connection with the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or jurisdictions of self-regulatory or industry organizations or associations, and any current or future contractual or other contractual or other contractual or other contractual or promise.
 - iv. Comply with any obligations, requirements, policies specified for the sharing of data and information within ECC and/or any other use of data and

information to comply with sanctions or any program to prevent or detect money laundering, terrorist financing or other illegal activities, procedures, measures or arrangements;

- v. For the actual or potential assignee of all or any part of ECC's business and/or assets, or a participant or affiliate of ECC's rights in relation to the client, to measure the transaction involved in relation to the transfer, participation or affiliate;
- vi. Any other use related to the above use.

(e) ECC will keep customer data held by it confidential but may provide, transfer or disclose such data to any of the following parties (within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (d) :

1. any agent, contractor or third-party service provider providing administrative, telecommunications, computer, payment or other services to ECC in connection with the establishment, operation, maintenance or provision of credit card services;
2. any other person under a duty of confidentiality to ECC;
3. The paying bank providing the drawer with a copy of the paid cheque (which may contain details of the payee);
4. The credit reference agency and (in the event of default) will be provided to the collection company in the event of a default;
5. Pursuant to any law or regulation binding on or applicable to ECC, or under and for the purposes of any legal, regulatory, governmental, tax, law enforcement or other authority regulating ECC, or financial services provider any guidance or guidance made or issued by self-regulatory or industry bodies or associations that ECC is expected to comply with, or self-regulation by ECC to local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or financial service providers any contractual or other undertaking of a regulatory or industry body or association (whether within or outside the Hong Kong Special Administrative Region and whether present or future existing as above) to any person who is obligated or otherwise required to disclose such

information;

6. Any financial institution and business acquisition company with which the client has or intends to have business dealings;
7. any actual or potential assignee of all or any part of ECC's business and/or assets, or a participant, subsidiary participant or assignee of ECC's rights over the client;
8. any party that provides or proposes to provide a security or third-party security to secure or mortgage the Client's obligations;
 - i. ECC co-branding partners (the names of these co-branding partners will be listed on the application form for the relevant services and products, as the case may be);
 - ii. External service providers (including but not limited to mailing centers, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) engaged by ECC for the purposes set out in paragraph (d)(ix) above company). Such data may be transferred outside the Hong Kong Special Administrative Region.

(f) In respect of the relevant information applied by the client (in any capacity) on or after 31 December 2023

1. ECC may provide the following customer-related information (including information that updates any of the following information from time to time) to credit card information service agencies on behalf of ECC and/or its agents:

- i. Customer's full name.
- ii. Hong Kong identity card number or travel document number;
- iii. Date of birth;
- iv. Mailing address;

2. The credit card reference agency will use the above-mentioned data provided by ECC to count customers and store it in the personal credit database of the credit card reference agency for sharing by credit providers (subject to the Code of Practice on Personal Credit Data approved and issued under the Ordinance regulations).

3. ECC may check credit card details from time to time during the following period (after 31 December 2023)

(g) Use of Materials in Direct Marketing

ECC intends to use customer data for direct marketing, for which ECC requires customer consent (including no objection). In this regard, please note:

1. ECC may use customer names, contact details, credit card details, transaction patterns and behavior, financial background and demographic data held by ECC from time to time for direct marketing purposes;

2. Can be used to promote the following categories of services and products;

- i. Credit cards and related services and products;
- ii. Rewards, incentives or preferential programs and related services and products;
- iii. Services and products provided by ECC brand partners (the names of these brand partners will be listed on the application form for the relevant services and products, as the case may be);
- vii. Services and products provided by ECC brand partners (the names of these brand partners will be listed on the application form for the relevant services and products, as the case may be);
- viii. Donations and donations for charitable and/or non-profitmaking purposes;

3. The above-mentioned services, products and promotions may be provided by ECC and/or the following parties or (for other promotions, donations and and/or donations) solicits:

- i. Third-party financial institutions, credit card companies;
 - ii. Third-party rewards, customers or members, partner brands or preferential program providers;
 - iii. ECC's brand partners (the names of these brand partners will be listed on the application form for the relevant services and products, as the case may be);
 - iv. Charitable or non-profit organizations;
- a) In addition to the promotion of the above-mentioned services, products and promotions by ECC also intends to provide the information described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for the purpose of for use by such persons in the promotion of such services, products and promotional subject matter, for which ECC obtains the written consent of the Client (including an indication of no objection);
- b) ECC may receive monetary or other property in return for providing the information to other persons as described in paragraph (g)(iii) above. If ECC will receive any monetary or other property in return for providing the information to another person, ECC will notify you when it seeks the Client's consent, or no objection as described in paragraph (g)(iii) above.

If the customer does not want ECC to use his data as described above or provide his data to others for direct marketing purposes, the customer may notify ECC to exercise its option to refuse the promotion.

(h) In accordance with the terms of the Ordinance and the Code of Practice on Personal Credit Data approved and issued under the Ordinance, any customer has the right to:

1. Enquire whether ECC holds its data and access such data;
2. Require ECC to correct any personal inaccurate information about him;

3. Find out ECC's policies and procedures regarding data and be informed of the types of personal data held by and related to ECC;
4. Requests to be informed of which data will be routinely disclosed to credit reference agencies or collection companies, and to be provided with further information for making data access and correction requests to the relevant credit reference agencies or collection companies;
5. Instruct ECC to request the credit reference agency for deletion from the database upon full settlement of the account in respect of any account information provided by ECC to the credit reference agency (including, for the avoidance of doubt, any account repayment details) Regarding account information, the instruction must be made within five years after the termination of the account, and the account has no record of default in repayment for more than 60 days in the five years immediately preceding the termination. Account repayment information includes repayments last due, repayments made during the last reporting period (i.e. the period not exceeding 31 days immediately preceding ECC's last provision of account information to a credit reference agency), remaining available credit Or outstanding amount and arrears information (i.e. past due amount and number of days past due, date of settlement of overdue amount and date of full settlement of arrears that are more than 60 days in arrears (if any)).
6. In the event of delinquency in relation to the account, unless the delinquent amount is fully repaid or written off before the expiry of 60 days from the date of delinquency (except for full settlement or write-off due to a bankruptcy order), the credit The data service provider may retain the account repayment data (as defined in paragraph (h)(v) above) until five years have elapsed from the date of full repayment of the arrears.

(j) if any amount in the Client's account is written off because of a bankruptcy order being made, irrespective of his account repayment details (as defined in paragraph (h)(v) above)

Whether there is a record of default in repayment for more than 60 days, the credit reference agency may retain the account repayment data until five years have

elapsed from the date of full repayment, or when the customer submits evidence to notify the credit reference service Five years have elapsed from the date on which the institution has been discharged from bankruptcy, whichever is earlier.

(k) In accordance with the terms of the Ordinance, ECC is entitled to charge a reasonable fee for processing any data access request.

(l) Without limiting the generality of the foregoing, ECC may from time-to-time access customer personal and account information or records held by credit reference agencies in relation to matters provided to or related to the customer Existing third parties to whom the customer guarantees its obligations:

1. Increase the credit facility;
2. Reduction of credit (including cancellation of credit or reduction of credit limit);
3. Initiate or carry out a scheme of debt arrangement with the client or such third party.

(m) ECC or a credit reference agency may consult the relevant customer's credit report for consideration of any credit application by the customer. ECC will provide the contact details of the relevant credit reference agency if the customer wishes to request the relevant credit report.

(n) ECC or any person referred to in paragraph (e) above that obtains the relevant information from ECC may process, store and transfer or disclose the Client's information in or to such countries as it thinks fit. The information may also be processed, stored, transferred, or disclosed in accordance with the local practice and laws, rules, and regulations of the country (including any government measures and directives).

(o) Any request for access to or correction of information held by ECC, access to information on ECC's data policy and routines, or types of information held should be directed to:

ECC Finance Limited

Email: creditcard@easy-credit-card.com

Telephone: (852) 3188 9902

(p) This notice does not limit the rights of customers under the Personal Data (Privacy) Ordinance.

Privacy Policy

Policy Statement

ECC Finance Limited (“ECC”) respects the privacy of personal data and fully implements and abides by the Data Protection Principles and the relevant provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”). ECC provides a Personal Data Collection Statement to individuals at or before the time they collect personal data.

Statement of Practice

Types of personal data held

1. ECC holds personal information of customers including but not limited to identification information, contact information, financial status information, employment information, etc., when applying for opening or continuation of accounts, establishment, or continuation of financial credit, requesting ECC to provide services and handling inquiries / Complaints require the client to provide such personal data to ECC from time to time.

Retain data

2. ECC maintains and enforces retention guidelines for records containing personal data to ensure that personal data is not kept longer than is necessary to carry out the purpose for which the data is or will be used. Various types of personal data collected and held by ECC are retained for different periods of time in accordance with the policies in the Retention Guidelines.

Safety precautions

3. ECC takes all practicable steps to protect the personal data it holds, including sensitive personal data, from loss, unauthorized access, use, modification, disclosure, processing, or deletion. ECC provides training to staff to ensure that ECC staff handle personal data appropriately.

Disclosure of Personal Data

4. ECC may provide, transfer, or disclose personal data for the above purposes to the "Notice to Customers and Other Individuals" in the "Notice to Customers and Other Individuals" in relation to the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Personal Credit Data any party or parties listed in paragraph (e) of".

Outsourcing arrangement

5. ECC's service providers are contractually bound to keep any data they meet (if any) confidential to protect the data from unauthorized or accidental access, processing, deletion, loss, use and retention.

Access and Correction of Information

6. If you wish to access or correct your personal data held by ECC, please contact ECC or email. However, the Ordinance grants certain exemptions that may apply to applications for access and correction of personal data. ECC may require you to provide proof of identity before applying to access or amend your personal data; ECC may also charge a modest fee as an administrative fee for processing your application.

By using this website, I agree to the responsibilities and policy statements set out therein.

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

Last updated: 6 November 2024