

Ele Bank Limited

Privacy Principles and Notice Relating to the Personal Data (Privacy) Ordinance

Ele Bank Limited ("**we**", "**us**", "**our**", the "**Bank**", including its successors and assigns)

Our Data Privacy Principles

To preserve the confidentiality of all personal data ("**data**" or "**personal data**") that you provide to the Bank (including but not limited to your name, identity card number, date of birth, correspondence address, phone number, email address, facial image, documentation images, credit-related information etc.), we will adhere to the privacy principles (the "**Principles**") set out below. We will:

- 1 be clear and transparent as to how we collect and use data, including providing you with a statement of how we may use your data where required;
- 2 only collect, process and store data lawfully and where we have a legitimate reason to do so;
- 3 collect and process data for specified and lawful purposes only, and we will not use it for further, incompatible purposes (a) without your consent, (b) unless required by the applicable laws and regulations or (c) unless we have previously informed you;
- 4 ensure that our collection, retention and processing of your data is proportionate, and we will strike an appropriate balance to ensure that we process sufficient data to provide our products and services to you, to carry on our business and achieve any specified lawful purposes, while making sure that we do not collect, retain or process excessive amounts of data;
- 5 maintain appropriate standards of data quality and integrity, and we will implement policies in respect of data accuracy, including taking steps to ensure that your data on our records remain accurate and up-to-date, where appropriate;
- 6 retain data securely, implement appropriate data retention policies, and dispose of any data securely once it is no longer required;
- 7 ensure that appropriate processes are put in place so only those acting on our behalf with a business requirement to access such data on a "need-to-know" and "need-to-use" basis are authorised to do so;
- 8 ensure that those acting on our behalf with access to your personal data are trained appropriately on their obligations regarding those data;
- 9 ensure that your rights are observed in accordance with applicable data privacy laws and regulations;
- 10 where we appoint a service provider, sub-contractor, agent, or outsource any of our activities or functions in respect of your data to a third-party, require them to apply standards equivalent to these Principles;
- 11 only transfer or disclose your personal data to external organisations if (a) we have your consent, (b) required by the applicable laws and regulations or (c) we have

previously informed you;

- 12 disclose your personal data to governmental or judicial bodies or law enforcement or agencies or our regulators or any other authorities where this is allowed by the applicable laws and regulations; and
- 13 where we voluntarily transfer data to another Group entity (as defined below), third party or to another jurisdiction, ensure that the data transfer is lawful and that the recipient applies the same, or equivalent, standards as these Principles.

Notice Relating to the Personal Data (Privacy) Ordinance (The "Ordinance")

Collection of Personal Data

- 1 We may from time to time collect the data of customers and other individuals in connection with the purposes set out in this notice (the "**Notice**"). These customers and other individuals may include (but without limitation to) the following or any of them (collectively, "**you**", "**your**", "**data subjects**"): customers or applicants for banking or financial services, persons giving or proposing to give guarantees or security for obligations owed to us, persons linked to a customer or an applicant that is not an individual, including shareholders, directors, controlling persons, officers and managers, partners or members of a partnership, an agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank. The collection of your personal data may be in connection with various matters, including but not limited to:
 - 1.1 the opening or continuation of accounts held with the Bank;
 - 1.2 the provision or the continued provision of various banking or financial services by the Bank; or
 - 1.3 for the Bank to comply with any laws, regulations, rules or guidelines or requests issued by any governmental or judicial bodies or law enforcement or agencies or our regulators or any other authorities.
- 2 If the data requested by us is not provided, we may be unable to approve the opening of or continuing of accounts or to provide (or continue to provide) banking or financial products or services to you or to the relevant customer or applicant linked to you.
- 3 Data may be collected from (a) data subjects in the ordinary course of (or the continuation of) the customer's relationship with the Bank (e.g. when data subjects deposit money or apply for credit, etc.), (b) a person acting on behalf of the data subjects whose data are provided, (c) data subjects' use of the Bank's websites, mobile apps or any other means and (d) other sources (for example, information obtained from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model ("**credit reference agencies**"). Data may also be generated or combined with other information available to the Bank or any member of the Group (the "**Group**" means Xiaomi Corporation, Futu Group, AMTD Group Company Limited, its affiliates, subsidiaries and associated entities and a "**member of the Group**" has the same meaning).
- 4 **Some of the personal data collected by the Bank may constitute sensitive personal data under the Personal Information Protection Law of the People's**

Republic of China ("PIPL"). The Bank will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as the PIPL is applicable (and to the extent required thereunder) to the Bank's process and/or use of the data subject's sensitive personal data, such sensitive personal data will be processed with the data subject's separate consent.

Purpose of use of Personal Data

5 We will use data for the following purposes or any of them:

- 5.1 considering and processing applications for banking and financial products and services (including applications for account opening and credit) and the daily operation of banking and financial products and services provided to you or the relevant customer linked to you (i.e. the data subject);
- 5.2 conducting credit checks at the time of application for banking and financial services (including applications for credit) and when we conduct any credit reviews which normally takes place one or more times each year;
- 5.3 creating and maintaining our credit and risk-related models;
- 5.4 assisting other financial institutions and credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model ("credit providers") to conduct credit checks and collect debts;
- 5.5 ensuring ongoing credit worthiness and good standing of data subjects;
- 5.6 designing and providing banking and financial products and services for data subjects' use (including verifying data subjects' identities in connection with the use of any such products and services such as to execute instructions or effect transactions);
- 5.7 analysing how data subjects access and use the Bank's services including services available on the Bank's websites, mobile apps or through any other means from time to time;
- 5.8 collecting log data generated during your use of our services and linking such data accordingly, to ensure your normal use of our services, the security of your account, and to identify abnormal account status;
- 5.9 marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 13 (Use of Personal Data in Direct Marketing) below);
- 5.10 determining the amount of indebtedness owed to or by data subjects;
- 5.11 the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations owed to us;
- 5.12 meeting obligations, requirements or arrangements, whether compulsory or

voluntary, of the Bank or any member of the Group, including (but without limitation to):

- (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future (the "**Laws**");
 - (b) any guidelines, guidance or requests 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 and any international guidance, internal policies or procedures;
 - (c) any present or future contractual or other commitment with any local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the Group (together, the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to the Bank or any member of the Group; or
 - (d) any agreement or treaty between the Authorities;
- 5.13 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group 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;
- 5.14 conducting any action to meet the obligations of the Bank or any member of the Group, to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
- 5.15 meeting any obligations of the Bank or any member of the Group to comply with any demand or request from the Authorities;
- 5.16 enabling an actual or proposed assignee of the Bank, or participant or subparticipant of the Bank's rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub- participation;
- 5.17 exchanging information with merchants, business partners, API users and cobranding partners of the Bank and/or any member of the Group (such merchants, business partners, API users and co-branding partners, collectively, the "**Partners**");
- 5.18 performing any functions and activities related to the products and/or services

provided by the Bank and/or its Group companies including, marketing, auditing, reporting, market research, and general servicing and maintenance of its products and/or services;

- 5.19 improving the Bank and the Partners' products and services offered to you, when your personal data is shared via our Open Application Programming Interface ("**API**") Platform with the Partners (with your consent);
- 5.20 in connection with any matching against any data held by the Bank or any member of the Group or conducting any matching procedure as defined in the Ordinance for any purpose set out in this paragraph (whether or not with a view of taking any adverse action against you);
- 5.21 any other purposes relating to the purposes listed above; and
- 5.22 any other purpose in accordance with the Bank's general policies or those in relation to its banking and financial services as set out in any statements, circulars, notices or other terms and conditions made available by the Bank from time to time.

Disclosure of Personal Data

- 6 Data held by the Bank or a member of the Group relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as the PIPL is applicable (and to the extent required thereunder) to the Bank's process and/or use of the data subject's personal data), the Bank or a member of the Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 5 above:
 - 6.1 any agents, contractors, sub-contractors, service providers or associates of the Bank or any Group companies (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
 - 6.2 any third party service provider who provides administrative, mailing, telecommunications, information technology, computer, payment, debt collection or other services to the Bank or any Group companies in connection with the operation of its business (including their employees, directors and officers);
 - 6.3 any Authorities (and, if required under the PIPL, subject to the approval of competent authority);
 - 6.4 any person under a duty of confidentiality to the Bank including a member of the Group which has undertaken to keep such information confidential;
 - 6.5 any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, or a person making any payment into the customer's account;
 - 6.6 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;

- 6.7 any person to whom the Bank or any member of the Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with this Notice;
- 6.8 any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
- 6.9 any third party partner providing products or services whom are our API users (with your consent); and
- (a) any member of the Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) Partners;
 - (e) charitable or non-profit making organisations; and
 - (f) 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 the Bank engages.

We may transfer your personal data outside Hong Kong to our service providers, subcontractors or agents situated in other jurisdictions, where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Ordinance. That means your personal data may not be protected to the same or similar level in Hong Kong. Notwithstanding the aforementioned, insofar as the PIPL is applicable (and to the extent required thereunder) to the Bank's process and/or use of the data subject's personal data, the Bank will obtain the data subject's separate consent in relation to such international transfers.

- 7 To the extent required under the PIPL, the Bank will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as the PIPL is applicable to the Bank's process and/or use of the data subject's personal data, in accordance with the PIPL.

Transfer of personal data to data subject's third party service providers using Bank Application Programming Interfaces

- 8 The Bank may, in accordance with the data subject's instructions to the Bank or third party service providers engaged by the data subject, transfer data subject's data to

third party service providers using the Bank's API for the purposes notified to the data subject by the Bank or third party service providers and/or as consented to by the data subject in accordance with the Ordinance and, if applicable, the PIPL.

- 9 Under and in accordance with the terms of the Ordinance, (insofar as the PIPL is applicable to the Bank's process and/or use of the data subject's data) the PIPL, and the Code of Practice on Consumer Credit Data (the "Code") issued under the Ordinance, any data subject has the right:
- 9.1 to check whether the Bank holds data about him/her and, (except where the Bank is obligated to keep such data confidential as required by the PIPL) to access such data;
 - 9.2 to require the Bank to correct any data relating to him/her which is inaccurate;
 - 9.3 to require the Bank to erase his/her personal data (in respect of data which the PIPL is applicable) or consumer credit data (in respect of data which the Code is applicable but subject to the terms of the Code);
 - 9.4 to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - 9.5 to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies), as the case may be;
 - 9.6 in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, 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;
 - 9.7 insofar as the PIPL is applicable to the Bank's process and/or use of the data subject's data:
 - (a) to request the Bank to delete the data subject's personal data;
 - (b) to object to certain uses of the data subject's personal data;
 - (c) to request an explanation of the rules governing the processing of the data subject's personal data;
 - (d) to ask the Bank to transfer personal data that the data subject has provided to the Bank to a third party of the data subject's choice under circumstances as provided under the PIPL;
 - (e) to withdraw any consent for the collection, processing or transfer of the

data subject's personal data (the data subject should however note that withdrawal of his/her consent may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services, and that the withdrawal of consent shall not affect the effectiveness of the Bank's processing of personal data which had already been undertaken before such withdrawal of consent); and

- (f) to have decisions arising from automated decision making (ADM) processes explained and to refuse to such decisions being made solely by ADM.

10 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 may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.

11 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 may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.

For the purposes of paragraphs 9.6, 10 and 11 above, "account repayment data" include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank 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)).

Provision of consumer credit data to credit reference agencies and debt collection agencies under the Code of Practice on Consumer Credit Data

12 Pursuant to the Code issued under the Ordinance, we are required to, at the time of or before collecting data in connection with our provision of credit to the data subject, provide him/her with the information set out in the following paragraphs.

12.1 We may provide personal data relating to a data subject (whether in sole name or joint names with others) to credit reference agencies, and in the event of default to debt collection agencies.

The credit reference agencies will use the relevant data supplied by the Bank 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 Hong Kong, 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 agencies by credit providers (subject to the requirements of the Code).

12.2 Without limiting the generality of the foregoing, the Bank may from time to

time access the data subject's personal and account information or records held by the credit reference agencies for the purpose of reviewing any of the following matters in relation to any existing credit facilities granted to that data subject (or a third party whose obligations are guaranteed by that data subject, if any):

- (a) an increase in the credit amount;
- (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
- (c) the putting in place or the implementation of a scheme of arrangement with the data subject or the third party (if any).

12.3 The Bank may have obtained a credit report on the data subject from credit reference agencies in considering any application for credit. In the event that the data subject wishes to access the credit report, the Bank will advise the data subject how he may contact the relevant credit reference agency(ies) and, where appropriate, to make a data correction request under the Ordinance or other applicable laws.

Use of Personal Data in Direct Marketing

13 Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's personal data to deliver direct marketing messages through SMS messages, emails, mobile apps notification or other means as determined by the Bank from time to time. Accordingly, please note that:

13.1 the Bank may use the following categories of data for its direct marketing purposes:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background and demographic data of a data subject held by the Bank from time to time; and
- (b) information relating to the data subject's use of the Bank's websites, mobile apps, or any other means from time to time, whether through cookies or otherwise;

13.2 the following classes of services, products and subjects may be marketed:

- (a) financial, insurance, credit card, banking and related services and products;
- (b) reward, loyalty or privileges programmes and related services and products;
- (c) benefits, promotional offers, services and products* offered by the Bank, Group companies and/or the Partners;
- (d) merchant products and services, including incentives and offers; and

- (e) donations and contributions for charitable and/or non-profit making purposes;

* "benefits", "promotional offers", "services" and "products" refers to products, reward, loyalty or privilege programmes and other benefits that may be offered by the Bank, Group companies and Partners for the purpose of marketing the aforementioned entities' businesses. It is not possible to be specific about (1) who these Partners are from time to time and (2) what these products, services, reward, referral, loyalty or privilege programmes and other benefits may be because Partners are involved in a variety of commercial enterprises. An Example of a typical benefit or promotional offer includes welcome gifts for new customers.

13.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:

- (a) any Group companies;
- (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (c) Partners;
- (d) third party reward, loyalty, co-branding or privileges programme providers; and
- (e) charitable or non-profit making organisations;

13.4 in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 13.1 above to other Group companies for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which, to the extent allowed under applicable laws, includes an indication of no objection) for that purpose.

13.5 The Bank will obtain the data subject's explicit consent before redirecting the data subject from the Bank's website / mobile apps / other means to the platforms of the third parties. The types of the personal data of the data subject to be shared with third parties in the process of the redirection are confined to:

- (a) the data subject's name, email address and/or mobile number for third parties which are regulated by the Hong Kong Monetary Authority, Insurance Authority, Mandatory Provident Fund Schemes Authority or Securities and Futures Commission, or which are licensed to operate a banking business or a business of taking deposits in a place outside Hong Kong and regulated by a supervisory authority there;
- (b) the data subject's email address for third parties other than (a) above.

If a data subject does not wish the Bank to use or provide his/her personal

data to other members of the Group for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Bank at anytime and without charge via the communication channels specified in paragraph 15 below.

- 14 In accordance with the terms of the Ordinance and (insofar as the PIPL is applicable to the Bank's process and/or use of the data subject's data) as permitted under the PIPL, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- 15 The person to whom requests for access to data or correction of data or for information regarding policies and practices of and kinds of data held by the Bank are to be addressed is as follows:
- Data Protection Officer
Ele Bank Limited
Suites 3201-07
32/F, Tower 5
The Gateway, Harbour City
Tsim Sha Tsui, Kowloon, Hong Kong
- 16 Nothing in this Notice shall limit the rights of data subjects under the Ordinance and the PIPL.