

**ORIX Finance Services Hong Kong Limited (“ORIX”)**

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

1. **Collection of Personal Data:** From time to time, it is necessary for customers (which term shall include their employees) (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 personal data in connection with (i) the opening or continuation of accounts, (ii) the establishment or continuation of loan / mortgage / credit / hire purchase / leasing facilities 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 personal 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.
2. **Purposes of Collection:**
- (a) The purposes for which 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) (such personal data and account data, collectively “Data”) relating to Customers, Guarantors or Mortgagors may be used by ORIX are divided into **obligatory purposes** and **voluntary purposes**. If Data are to be used for an **obligatory purpose, the relevant Customer, Guarantor or Mortgagor MUST provide his/her Data to ORIX** if s/he wants ORIX to provide any Financial Services. Failure to supply such Data may result in ORIX being unable to provide any Financial Services.
- (b) If personal data are only to be used for a **voluntary purpose, the relevant Customer, Guarantor or Mortgagor can tell ORIX not to use his/her Data** for that purpose and ORIX will not do so.
- (c) Purposes for which it is **obligatory** for Customers, Guarantors or Mortgagors to provide their Data 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;
- (iii) assisting other financial institutions to conduct credit checks;
- (iv) ensuring ongoing creditworthiness of Customers and/or Guarantors and/or Mortgagors;
- (v) designing financial services or related products;
- (vi) determining the amount of indebtedness owed to or by Customers and/or Guarantors and/or Mortgagors;
- (vii) 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;
- (viii) 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;
- (ix) 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;
- (x) 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;
- (xi) the processing of applications for banking, credit and other services and facilities; and
- (xii) purposes directly relating 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) 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; and
- (2) general credit and deposit related products.
- (iii) the above services, products and subjects may be provided 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;
- (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 Mortgagors (which includes an indication of no objection) for that purpose – written consent can be given in the Request Form (as defined below);
- (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 Mortgagor’s consent or non-objection as described in paragraph 3(iv) above, ORIX will inform such Customer, Guarantor or Mortgagor if it will so provide such data to the other persons for gain; and
- (vi) ORIX, ORIX Group Companies and other persons listed in paragraph 3(iii) above may also, from time to time, engage third parties to provide marketing services on their behalf, and may share Data described in paragraph 3(i) above with these third parties for such purposes.
- To indicate consent / no consent to the use / provision of his/her personal data for direct marketing, a Customer, Guarantor or Mortgagor is required to fill out an “Opt-out Request – Use/Provision of Personal Data in Direct Marketing” attached to this Notice (“Request Form”).**
- If a Customer, Guarantor or Mortgagor 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 (all obligatory except (m) below):** Data (including mortgage loan data) held by ORIX relating to Customers, Guarantors or Mortgagors 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:-
- (a) 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;
- (b) any person with the express or implied consent of a Customer and/or Guarantor and/or Mortgagor;
- (c) any person where the interests of ORIX require disclosure;
- (d) any person where the public interest requires disclosure;
- (e) 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;
- (f) any ORIX Group Company;
- (g) any other person under a duty of confidentiality to ORIX including any ORIX Group Company which has undertaken to keep such information confidential;
- (h) any financial institution with which a Customer, the Guarantor or Mortgagor has or proposes to have dealings;
- (i) 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 Mortgagor 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;

- (j) banks of drawers of cheques made payable to a Customer, Guarantor or Mortgagor, for the purpose of confirming to such drawers that payment to the relevant Customer, Guarantor or Mortgagor under such cheques has been made;
- (k) credit reference agencies, and in the event of default, debt collection agencies;
- (l) 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
- (m) provided the relevant Customer, Guarantor or Mortgagor has agreed as provided for in paragraph 3 above, any person to whom such Customer, Guarantor or Mortgagor has agreed ORIX may transfer his/her Data for the voluntary purpose of direct marketing.

**5. Specific Provisions on Data relating to Mortgage Loans:**

- (a) **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 Mortgagor (including any changes to any of the following data) will be provided by ORIX to the credit reference agency:
  - (i) mortgage account general data:
    - (1) full name;
    - (2) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
    - (3) Hong Kong Identity Card Number or travel document number;
    - (4) date of birth;
    - (5) address;
    - (6) mortgage account number in respect of each mortgage;
    - (7) the type of the facility in respect of each mortgage;
    - (8) mortgage account status in respect of each mortgage (such as active, closed, written-off); and
    - (9) if any, mortgage account closed date in respect of each mortgage;
  - (ii) mortgage application data; and
  - (iii) 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.
- (b) **Mortgage data sharing:** The credit reference agency 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 Mortgagor 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 the credit reference agency with all credit providers in Hong Kong.
- (c) **Access to Mortgage Count:** ORIX is entitled to access the Mortgage Count of Customers, Mortgagors and Guarantors through a credit report for the purposes of any of the following:
  - (i) considering an application for a grant of a mortgage loan 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
  - (ii) 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
  - (iii) carrying out a review under the circumstances mentioned in (1) – (3) below:
    - (1) 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
    - (2) 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
    - (3) 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.
- (d) **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 the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.

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 the credit reference agency, 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 the credit reference agency 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 a credit report on a Customer, a Guarantor, or a Mortgagor from a credit reference agency in considering any application for credit. If the Customer, the Guarantor or the Mortgagor wishes to access the credit report, ORIX will advise the contact details of the relevant credit reference agency.
- 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 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 or debt collection agency.

In accordance with the terms of the Ordinance, ORIX has the right to charge a reasonable fee for the processing of any data access or correction 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 Finance Services Hong Kong 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.  
May 2022

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I have carefully read and I fully understand the terms set out in this Circular and agree with these terms unless otherwise specified above.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



1. **收集個人資料：** 客戶（此詞語應包括客戶的僱員，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個人資料。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，歐力士亦會向客戶、擔保人及按揭人收集個人資料。
  2. **收集的目的：**
    - (a) 歐力士可使用與客戶、擔保人或按揭人相關的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）（該等個人資料及帳戶資料合稱“有關資料”）所作的用途分為**強制性用途**及**自願性用途**。如果有關資料將被用作**強制性用途**，而倘若相關客戶、擔保人或按揭人希望歐力士提供任何財務服務，則**她／他必須提供其有關資料予歐力士**。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。
    - (b) 若個人資料僅被用作**自願性用途**，**相關客戶、擔保人或按揭人可告知歐力士不得使用他／她的有關資料**作該用途，而歐力士將不會如此使用該等資料。
    - (c) 客戶、擔保人或按揭人須**強制性**提供他／她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) 作信用檢查；
      - (iii) 協助其他財務機構作信用檢查；
      - (iv) 確保客戶及／或擔保人及／或按揭人的信用維持良好；
      - (v) 設計供客戶使用的財務服務或相關產品；
      - (vi) 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；
      - (vii) 向客戶及／或擔保人及／或按揭人追討欠款；
      - (viii) 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；
      - (ix) 為符合根據任何其他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／或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；
  - (x) 使歐力士的實在或建議承讓人（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；
  - (xi) 處理銀行、信貸或其他服務及安排的申請；及
  - (xii) 與上述用途直接相關的用途，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、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及其他服務；
      - (2) 一般信貸、存款、銀行及相關服務和產品；
    - (iii) 上述服務、產品及標的可由歐力士及／或下述人士提供：
      - (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；
    - (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。
    - (vi) 歐力士集團公司及上述第 3(iii)段人士可不時聘請第三方提供推廣服務並可以共享上述第 3(i)段落中描述的資料。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本通告所附之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：
    - (a) 根據對歐力士或其分行具約束力的任何法律規定而迫使歐力士須向其作出披露的任何人士，包括但不限於稅務或警方部門；
    - (b) 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；
    - (c) 任何人每當因歐力士之利益而有需要披露；
    - (d) 任何人每當因公眾利益而有需要披露；
    - (e) 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；
    - (f) 歐力士的任何其他相連／相關公司；
    - (g) 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；
    - (h) 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；
    - (i) 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；

- (j) 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；
- (k) 信貸資料服務機構，而在客戶欠帳時，則可將該等資料提供給追討欠款公司；
- (l) 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土；及
- (m) 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

(a) **所收集的按揭資料：** 在歐力士不時就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）將會由歐力士提供予信貸資料服務機構：

- (i) 按揭帳戶一般資料：
  - (1) 全名；
  - (2) 就每宗按揭的身分（即作為借款人、按揭人或擔保人）；
  - (3) 香港身分證號碼或旅遊證件號碼；
  - (4) 出生日期；
  - (5) 地址；
  - (6) 就每宗按揭的按揭帳戶號碼；
  - (7) 就每宗按揭的信貸安排種類；
  - (8) 就每宗按揭的按揭帳戶狀況（如：生效、已結束、已撤帳）；及
  - (9) 就每宗按揭的按揭帳戶結束日期（如有）；
- (ii) 按揭申請資料；及
- (iii) 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。

(b) **共用按揭資料：** 信貸資料服務機構會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”），以便與香港的所有信貸提供者共用信貸資料服務機構的個人信貸資料庫內的該等資料。

(c) **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：

- (i) 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
- (ii) 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
- (iii) 下述檢討情況(1)-(3):
  - (1) 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
  - (2) 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
  - (3) 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。

(d) **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)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。

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相關的任何帳戶資料及與按揭貸款相關的任何資料（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  
歐力士財務服務香港有限公司  
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。

2022 年 5 月

\*\*\*\*\*  
本人已細閱及完全明白本通告列出的條款，以及除在上文另行指明外，本人同意此等條款。

姓名： \_\_\_\_\_

日期： \_\_\_\_\_

簽署： \_\_\_\_\_

S.V.

**Opt-out Request – Use/Provision of Personal Data in Direct Marketing**

To: Data Protection Officer  
ORIX Finance Services Hong Kong Limited  
25<sup>th</sup> Floor, Two Exchange Square,  
8 Connaught Place, Central,  
Hong Kong  
Phone: 2862 9268 Fax: 2527 9688

I acknowledge that I have received, read and understood ORIX's "Circular to Customers and Persons Acting as Guarantors and Mortgagors relating to the Personal Data (Privacy) Ordinance" (the "**Circular**").

I understand that it is not obligatory for me to allow my personal data to be used for direct marketing in the manner provided for in paragraph 3 of the Circular, that I may opt-out now, either generally or selectively, by checking the relevant box or boxes below, and that ORIX cannot use or provide my personal data for direct marketing by itself or other parties without receiving my written consent. I agree that the instruction below overrides any choice communicated by me to ORIX prior to this request.

I select Section A (General Opt-out)\*\* / Section B (Selective Consent)\*\*.  
(\**please select one section above and delete as appropriate.*\*)

\*\*\*\*\*  
**SECTION A. GENERAL OPT-OUT**  
\*\*\*\*\*

*(Note: you do not need to check any boxes in this section if you have already selected section B below.)*

- By checking ("✓") this box, I **do not wish** to have my personal data used for direct marketing purposes as mentioned in paragraph 3 of the Circular and do not want to receive any marketing communications from ORIX, or any other persons.
- By checking ("✓") this box, I **do not wish** ORIX to provide my personal data to other persons for their use in direct marketing in the manner provided for in paragraph 3 of the Circular under any circumstances. Please advise any third parties to whom my personal data have been provided for direct marketing purposes that they may no longer use these data for direct marketing, if applicable.
- By checking ("✓") this box, I **do not wish** ORIX to provide my personal data to other persons for their use in direct marketing in the manner provided for in paragraph 3 of the Circular **for gain**. Please advise any third parties to whom my personal data have been so provided for direct marketing purposes that they may no longer use these data for direct marketing, if applicable.

If I do not check any of the above three boxes, this means that I **agree** to ORIX using my personal data to send me marketing communications for all marketing purposes specified in paragraph 3 of the Circular and to transfer my personal data to other persons for marketing purposes in the manner specified in paragraph 3 of the Circular.

\*\*\*\*\*  
**SECTION B. SELECTIVE CONSENT**  
\*\*\*\*\*

*(Note: you do not need to check any boxes in this section if you have already selected section A above.)*

Alternatively, I may select the specific personal data and direct marketing purposes that ORIX may use and the transferees to whom ORIX may provide my personal data for the selected direct marketing purposes. I have indicated my selections by completing the checkboxes below.

1. By checking ("✓") the box(es) below, I give my consent to ORIX and the transferees selected below (if any) to use my **personal information specified below** to send me marketing communications:
  - name
  - phone number
  - address
2. By checking ("✓") the box(es) below, I give my consent to ORIX and the transferees selected below (if any) to use my personal information specified above to send me marketing communications for the **following marketing purposes**:
  - ORIX's Financial Services;
  - general credit and deposit related products;
3. By checking ("✓") the box(es) below, I give my consent to ORIX to provide my personal information selected above to the following **transferees but not for gain**:
  - an ORIX Group Company;
  - any third party such as insurers and financial institutions with whom ORIX has a partnership to market its services and products as described above;

If I do not check any one or more of these boxes in this paragraph, it means I **do not wish** ORIX to provide my personal data to the relevant non-selected transferees for their use in direct marketing. Please advise any such third parties to whom my personal data have been provided for direct marketing purposes that they may no longer use these data for direct marketing, if applicable.
4. By checking ("✓") the box(es) below, I give my consent to ORIX to provide my personal information selected above to the following **transferees for gain**:
  - an ORIX Group Company;
  - any third party such as insurers and financial institutions with whom ORIX has a partnership to market its services and products as described above;

If I do not check any one or more of these boxes in this paragraph, it means I **do not wish** ORIX to provide my personal data to the relevant non-selected transferees for their use in direct marketing. Please advise any such third parties to whom my personal data have been provided for direct marketing purposes that they may no longer use these data for direct marketing, if applicable.

Customer Name: \_\_\_\_\_ HKID Card No. / Passport No.: \_\_\_\_\_  
or Account No.: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_



Date: \_\_\_\_\_

*Note: For the instruction to be effective, please allow a maximum of 7 business days from the date of receipt of this request.*

## 不同意直接促銷通知

至：資料保護主任  
歐力士財務服務香港有限公司  
香港中環交易廣場 2 座 25 樓  
電話： 2862 9268  
傳真： 2527 9688

本人確認已經收到，閱讀並理解歐力士致客戶及以擔保人和按揭人身份行事的人的個人資料（私隱）條例通告（“通告”）。

本人明白是沒有必要強制性提供個人資料作直接促銷。本人可勾選下面的方塊選擇一般性或選擇性退出。沒有收到本人書面同意情況下歐力士不能使用或提供個人資料作直接促銷。下面的指令將覆蓋我過去傳達的任何選擇。

本人選擇一般性退出\*\*/本人選擇選擇性退出.\*\*  
(\*\* 請選擇以上一段，並刪去不適用者。)

\*\*\*\*\*

### A 部分 一般性退出

\*\*\*\*\*

(注：如果您已經選擇了下文 B 部分，在本節你不需要勾選任方塊。)

勾選此框，我不希望我的個人資料作通告第 3 段中提到的直銷用途。本人不希望收到任何歐力士或任何其他人士促銷傳播。

勾選此框，我不希望我的個人資料作通告第 3 段中提到的直銷用途。請通告向已提供我的個人資料的第三方，他們不能再使用這些資料進行直接促銷，如果適用。

勾選此框，我不希望歐力士以**牟利性質**提供我的個人資料作通告第 3 段中提到的直銷用途。請通告向已提供我的個人資料的第三方，他們不能再使用這些資料進行直接促銷，如果適用。

如本人不勾選在本段任方塊，本人同意歐力士使用個人資料作通告第 3 段中提到的直銷促銷用途及根據通告第 3 段中提到的方式把我的個人資料給其他人用於直接促銷。

\*\*\*\*\*

### B 部分 選擇性退出

\*\*\*\*\*

(注：如果你已經選擇了上文 A 部分，在本節你不需要勾選任方塊。)

本人選擇性允許歐力士可以使用和轉讓下述個人資料進行直接促銷用途。

1. 我現在勾選表明我的選擇：

- 姓名
- 電話號碼
- 住址

2. 本人同意歐力士及第三方運用上述選定個人資料給我發信息用於以下促銷用途：

- 歐力士所提供的財務服務；
- 一般信貸、存款、銀行及相關服務和產品；

3. 本人同意歐力士以非牟利性質提供上述選定個人資料給下述各方：

- 歐力士集團公司之任何成員；
- 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；

如果我不勾選在本段任方塊，本人**不希望**個人資料作直銷用途。請通告向已提供我的個人資料的第三方，他們不能再使用這些資料進行直接促銷，如果適用。

4. 本人同意歐力士以**牟利性質**提供上述選定個人資料給下述各方：

- 歐力士集團公司之任何成員；
- 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；

如本人不勾選在本段任方塊，本人**不希望**個人資料作直銷用途。請通告向已提供我的個人資料的第三方，他們不能再使用這些資料進行直接促銷，如果適用。

客戶姓名：

香港身份證 / 護照號碼： \_\_\_\_\_  
或戶口號碼： \_\_\_\_\_

客戶簽署：



日期： \_\_\_\_\_

注意：收到通知最多 7 個工作日起生效。