

Notice to Customers relating to the Personal Data (Privacy) Ordinance (the "Ordinance"):

- a. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for credit facilities, sureties, referees, guarantors, providers of security, shareholders, directors, officers and managers of corporate customers or applicants, and other contractual counterparties) (collectively "customers") to supply AEON Credit Service (Asia) Co., Ltd. ("AEON") with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of credit and other financial services.
- b. Failure to supply such data may result in AEON being unable to open or continue accounts or establish or continue credit facilities or provide credit or other financial services.
- c. It is also the case that data are collected from customers in the ordinary course of the continuation of the relationship between AEON and customers, for example, when customers apply for credit, effect transactions through cards or generally communicate in writing or verbally with AEON by means of documentation or telephone recording system.
- d. The purposes for which data relating to a customer may be used are as follows:
- i. the processing of applications for credit and/or other financial services and facilities;
 - ii. the daily operation of the services and credit facilities provided to customers;
 - iii. conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally take place one or more times each year and carrying out matching procedures (as defined in the Ordinance);
 - iv. creating and maintaining AEON's credit scoring models;
 - v. assisting other financial institutions to conduct credit checks and collect debts;
 - vi. ensuring ongoing credit worthiness of customers;
 - vii. designing credit and financial services or related products for customers' use;
 - viii. marketing services, products and other subjects in respect of which AEON may or may not be remunerated (please see further details in paragraph (g) below);
 - ix. determining the amount of indebtedness owed to or by customers;
 - x. collection of amounts outstanding from customers and those providing security for customers' obligations;
 - xi. assessing and analyzing any insurance claim and assisting insurance companies to conduct claim checks;
 - xii. complying with the obligations, requirements or arrangements for disclosing and using data that apply to AEON or any of AEON Group Companies or that it is expected to comply according to:
 1. any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") 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 Hong Kong 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 AEON or any of AEON Group Companies 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. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within AEON Group of Companies and/or any other use of data and information in accordance with any group-wide 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 AEON, or participant or sub-participant of AEON's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - xv. exchanging information with merchants accepting credit cards and/or prepaid cards issued by AEON and entities with whom AEON provides co-branded credit card services;

- xvi. compiling statistical information and customer profiles;
- xvii. comparing data of customers and other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the customers;
- xviii. maintaining a credit history of customers (whether or not there exists any relationship between the customer and AEON) for present and future reference;
- xix. assisting in the prevention, detection and investigation of crime; and
- xx. purposes relating thereto.

e. Data held by AEON relating to a customer will be kept confidential but AEON may provide and disclose such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d):

- i. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, data processing, debt collection, insurance, professional or other services to AEON in connection with the operation of its business;
- ii. any of the subsidiaries, holding companies, associated companies or affiliates of AEON ("AEON Group Companies");
- iii. any other person under a duty of confidentiality to AEON including a member of AEON Group Companies which has undertaken to keep such information confidential;
- iv. any financial institution, charge or credit card issuing companies, insurance company, securities and investment company with which the customer has or proposes to have dealings;
- v. any actual or proposed assignee of AEON or participant or sub-participant or transferee of AEON's rights in respect of the customer;
- vi. credit reference agencies and, in the event of default, to debt collection agencies;
- vii. any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
- viii. any person to whom AEON or any of AEON Group Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to AEON or any of AEON Group Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which AEON or any of AEON Group Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of AEON or any of AEON Group Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
- ix. third party financial institutions, insurers, credit card companies, securities and investment service providers;
- x. third party reward, loyalty, co-branding and privileges programme providers;
- xi. co-branding partners of AEON and AEON Group Companies (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);
- xii. affiliated merchants of AEON and AEON Group Companies (the names of such affiliated merchants can be found on AEON's website for the relevant services and products, as the case may be);
- xiii. charitable or non-profit making organisations; and
- xiv. external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, gift redemption centres, data processing companies and information technology companies) that AEON engages for the purposes set out in paragraph (d).

Such information may be transferred to a place outside Hong Kong.

f. With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including any updated data of any of the following data from time to time) may be provided by AEON, on its behalf and/or as agent, to a credit reference agency:

- i. full name;

- ii. capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);
- iii. Hong Kong Identity Card Number or travel document number;
- iv. date of birth;
- v. correspondence address;
- vi. mortgage account number in respect of each mortgage;
- vii. type of facility in respect of each mortgage;
- viii. mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- ix. if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by AEON for the purposes of compiling a count of the number of mortgages from time to time held by the customer with the credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively, and whether in the customer's sole name or 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).

g. USE OF DATA IN DIRECT MARKETING

AEON intends to use a customer's data in direct marketing and AEON requires the customer'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 customer held by AEON from time to time may be used by AEON or a member of AEON Group Companies in direct marketing;
- ii. the following classes of services, products and subjects may be marketed:
 1. financial, insurance, credit card, prepaid card, credit and related services and products;
 2. reward, loyalty, co-branding or privileges programmes and related services and products;
 3. services and products offered by AEON'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);
 4. services and products offered by AEON's affiliated merchants via AEON's virtual mall, including without limitation suppliers and retailers of health and beauty products, electronic products, computers and accessories, home appliances, homeware, food and beverages, toys and baby products, pet products, gifts and premiums, and other consumer durable products and providers of health care, travel and entertainment industries (the names of such affiliated merchants can be found on AEON's website for the relevant services and products, as the case may be); and
 5. 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 donations and contributions) solicited by AEON and/or:
 1. AEON Group Companies;
 2. third party financial institutions, insurers, credit card companies, securities and investment service providers;
 3. third party reward, loyalty, co-branding or privileges programme providers;
 4. co-branding partners of AEON and/or AEON Group Companies (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);
 5. affiliated merchants of AEON (the names of such affiliated merchants can be found on AEON's website for the relevant services and products, as the case may be); and
 6. charitable or non-profit making organisations;
- iv. In addition to marketing the above services, products and subjects itself, AEON 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 AEON requires the customer's written consent (which includes an indication of no objection) for that purpose;

- v. AEON 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 customer's consent or no objection as described in paragraph (g)(iv) above, AEON will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish AEON to use or provide to other persons his/her data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying AEON.

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 customer has the right:

- i. to check whether AEON holds data about him/her and access to such data;
- ii. to require AEON to correct any data relating to him/her which is inaccurate;
- iii. to ascertain AEON's policies and practices in relation to data and to be informed of the kind of personal data held by AEON;
- 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 AEON to a credit reference agency, to instruct AEON upon termination of the account by full repayment, to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 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 5 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 AEON 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 5 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 customer, 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 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified with evidence to the credit reference agency, whichever is earlier.

k. AEON may from time to time access the personal and account information or records of a customer (including information about the number of mortgage count) held by a credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to the customer or a third party whose obligations are guaranteed by the customer:

- i. an increase in the credit amount;
- ii. the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
- iii. the putting in place or the implementation of a scheme of arrangement with the customer or the third party.

l. AEON may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, AEON will advise the contact details of the relevant credit reference agency.

m. Data of a customer may be processed, kept, transferred or disclosed in and to any country as AEON or any person who has obtained such data from AEON referred to in paragraph (e) considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the applicable local practices, laws, rules and regulations in such country.

n. In accordance with the terms of the Ordinance, AEON has the right to charge a reasonable fee for the processing of any data access request.

o. The person to whom 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
AEON Credit Service (Asia) Co., Ltd.

AEON CREDIT SERVICE (ASIA) CO.,LTD
AEON 信貨財務(亞洲)有限公司

20th Floor, Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
Fax: 3100 8424

- p. Nothing in this Notice shall limit the rights of customers under the Ordinance.
- q. A customer may, at any time and without charge, choose not to receive any direct marketing material or message from AEON by informing the Data Protection Officer in writing.
- r. If there is any inconsistency between the English and Chinese versions of this Notice, the English version shall prevail.

(1410)