

PayKool Visa Platinum Card Privacy Policy and Personal Information Collection Statement

("PayKool Visa Platinum Card") is issued by K Cash Limited

This Privacy Policy describes the Company's policies and practices in relation to the handling of personal data. The Company is committed to protecting the privacy, security and confidentiality of personal data held by the Company by complying with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486) (the "Ordinance") in the management of personal data. The Company is equally committed to ensuring that all employees and agents meet these obligations.

Capitalized terms in this Privacy Policy have the following meanings:

"Account"	has the meaning given to it in the Personal Credit Cards/Credit Data Rules, including any account between the Company and the Customer in relation to the provision of consumer credit and any new account established for the purpose of any arrangement of indebtedness involving one or more pre-existing accounts;
"Account Information"	means any information generated by the Company in the course of operating a Client's Account and as defined in the Consumer Credit Data Code;
Code of Practice on Consumer Credit Data	means the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data, Hong Kong;
"Code of Identity"	means the Code of Practice on Identity Card Numbers and Other Proxy Identifiers issued by the Privacy Commissioner for Personal Data, Hong Kong;
"Credit Data Agency"	means a credit reference agency or similar service provider;
"Credit Report"	has the meaning given to it in the Consumer Credit Data Code, i.e. a report made by a credit reference agency on an individual containing consumer credit data held in the credit reference agency in respect of that individual in its database, regardless of the form disclosed by the credit reference agency;
"Customer"	means the Company's customers, data subjects, including a. applicants or customers and/or their authorised persons of credit and related financial services and products provided by the Company, b. any user who uses the Company's website, mobile application, smart teller machines and other electronic means and programs provided or authorized by the Company to use the Company's services; c. acting as guarantor, guarantor and providing collateral, guarantee or any form of

	support to the Company; d. any director, shareholder, manager of any corporate applicant and data subject/user;
"Data"	means personal data and account information;
"Loan Servicing"	means credit card, credit and other loan services and facilities;
"Group Companies"	means the Company or any other member of the group of companies to which the Company belongs;
"Personal Data"	be as defined in the Ordinance and should include information about the customer, directly or indirectly, which can be used to determine the identity of the customer and in a form in which it is practicable for access and processing;

Your privacy is important to us

This section sets out specific details of how we will process personal data that you may provide to us.

1. Data Security

- a. We are committed to ensuring that your personal data is protected against unauthorised or accidental access, use, modification, disclosure, processing or erasure. To protect data security, we have implemented appropriate facilities, electronic systems and management measures to protect the security of your personal data.
- b. The servers of our website are protected by "firewalls" and we constantly monitor our systems to prevent unauthorised access. We will not send personal data to you by ordinary email. As the security of ordinary e-mails cannot be guaranteed, you should only use the secure e-mail facilities available on our website to send e-mails to us.
- c. The Company will take all practicable procedures to ensure that the Customer's personal data will not be retained for longer than necessary and the Company will comply with all legal and regulatory requirements of the Hong Kong Special Administrative Region in relation to the retention of personally identifiable information.
- d. You are reminded not to share your username and/or password and/or biometric data and/or credit card account number and/or virtual card account number and/or PIN with others, and in particular to ensure that you do not share or allow such information to be used by unauthorised persons. We will endeavour to maintain a high standard of security to protect your interests.
- e. Your username, password, credit card account number, virtual card account number and PIN are unique to you and you should keep them confidential. Do not write down or make any other person aware of such information. It is your responsibility to notify us immediately if you believe that your username and/or password and/or credit card account number and/or virtual card account number and/or PIN have been disclosed, lost or stolen to a third party, or if

unauthorised transactions may have been carried out on your account.

2. **Collect personal data through non-traditional means**

In the course of our daily operations, we may collect personal data from the Internet or through smart teller machines or our mobile applications PayKool App or "PayKool Visa Credit Card" (or other mobile applications launched by the Company from time to time) to collect personal information, the Company will adopt the following measures:

i. Security guard

Any information provided to the Company will be protected in accordance with strict standards of security and confidentiality, and sensitive data is transmitted using encryption to protect the privacy of individuals.

ii. [Cookies]

- a. When you visit our website and use our mobile application, such information may be recorded for the purpose of analysing the number of visitors to our website and application and general usage patterns. This data may be collected through the use of cookies.
- b. "Cookies" are small pieces of information that are sent from a web server to your browser, which are stored on your computer's hard drive so that they can be read by the web server at a later time, and do not collect any information that identifies you. This helps our websites and mobile applications to retain information about your use of our websites and mobile applications, to enable us to provide you with more useful features, to tailor content on our websites and mobile applications to your interests, and, where applicable, to provide you with promotional content and direct marketing based on your usage patterns. Cookies are also useful in monitoring the efficiency of websites and mobile applications, tracking aggregate metrics such as total visitors, traffic and user demographics, troubleshooting website problems, enhancing security, and potentially restricting them for security reasons. We have access to the information recorded by cookies to record how you use our websites and mobile applications.
- c. Cookies are designed to be read only by the websites and mobile applications that provide the cookies but cannot be used to obtain the user's hard drive information or personal information (including the user's name, address, email address or any other information that enables others to identify and contact the user) or to collect sensitive information from the user.
- d. The company may also work with third-party companies that use certain applications, such as Google, DoubleClick, Facebook, etc., to conduct research on the use and activity of the Site on our behalf. Google, DoubleClick and Facebook collect information through technologies such

as "Cookies", "Spotlight Monitoring" and "Web Beacons" for research and tag collection. The information collected helps us to understand our customer base, including the number of visitors to our website, their behaviour and usage patterns, so as to generate more accurate reports and improve the effectiveness of online promotions. The data collected from this program is a collective statistic. We do not provide or receive any personally identifiable information to or from Google, DoubleClick and Facebook for this statistical purpose. In addition, no personally identifiable information of customers will be stored in the process.

- e. You may visit <https://policies.google.com/privacy> or <https://www.facebook.com/about/privacy/> and <https://www.facebook.com/policies/cookies> for more information on Google's data collection policies and opt-outs Indication of cookies.

- iii. Change of Details

Personal data provided to the Company through the Online Facility or the Smart ATM or Mobile Application may not be cancelled, corrected or updated online or through the Smart ATM or Mobile Application once submitted. If you need to cancel, correct or update, you should contact the relevant staff of the Company.

- iv. Retention of Information

Personal data collected by the Company will be transferred to the relevant staff, departments, branches, contractors or service providers of the Company for processing. The Company will use all reasonable procedures to ensure that personal data is not kept longer than is necessary for the fulfillment of the purpose (including any directly related purpose) for which the data is or is to be used, unless a longer period is required or permitted by law. Various personal data may be kept for different periods of time.

3. **The type of personal data held to be provided**

The Client is required to provide the Company with relevant information from time to time when opening or continuing an account, establishing or continuing the Company's credit facilities or requesting the Company to provide credit and related financial services and products (including but not limited to the Company's personal loans, revolving loans, credit cards (including virtual cards), mortgage and property valuation services, etc.) for the purpose of processing and approving such application. The information involved includes, but is not limited to:

- i. full name
- ii. the identity card number or travel document number, which includes a copy of the identity card and travel document and the information stored in their integrated circuits;
- iii. Date of birth;

- iv. residential and/or correspondence address, including a copy of the relevant address certificate;
- v. Telephone/mobile phone number;
- vi. email address;
- vii. biometric data, including but not limited to facial images and biometric data stored in biometric identities and/or travel documents, whether collected through biometric sensors in the customer's electronic devices or by other means;
- viii. salary and income, which includes copies of relevant salary and income certificates;
- ix. household expenses and number of dependents;
- x. Other or further information that the Company deems necessary.

Failure to provide such information to the Company may result in the Company being unable to open or continue an account or to establish, maintain, continue or provide the Company's credit or credit card services and related financial services and products.

In the ordinary course of business, the Company also collects information from customers for the purposes of processing new or renewal applications for loans on the Mobile App, and/or credit card applications or related services (including reviewing, reconsidering, assessing, inspecting, reviewing, reviewing, auditing, analyzing, monitoring, complying with and ensuring compliance with relevant laws, rules and regulations), or issuing cheques, making deposits or conducting transactions (whether in person or by telephone, online, mobile app, ATM or otherwise) 。 This includes information obtained from credit reference agencies (collectively referred to as "CRAs") that have been approved to join the operating model of multiple consumer credit reference agencies and/or contractors providing electronic identity authentication services.

4. **Purpose for which personal data is kept**

Depending on the nature of the relationship with the Company, the Client's information may be used for different purposes, including the following purposes:

- a. Assess the merits and suitability of the Customer as an actual or potential or continuing applicant for credit and related loan services, credit card services and related financial services and products (including but not limited to personal loans and/or credit cards) and/or review, process and/or approve their applications, renewals and/or cancellations;
- b. The daily operation of the services and credit facilities provided to the Client;
- c. Conducting credit checks, conducting credit monitoring or otherwise managing credit risk when applying for credit and/or credit cards and conducting periodic or special account reviews or special account reviews once or more per year and, if necessary, corresponding procedures (as defined in the Ordinance). Such

checks will assist the Company in determining whether the Customer's credit limit, credit card limit or other credit facility and/or service limits should be increased, decreased or maintained;

- d. Compiling and maintaining the Company's credit scoring system;
- e. Provide a credit inquiry remarks;
- f. Assisting other credit providers approved to join the Multiple Consumer Credit Reference Agency (MCRA) model in Hong Kong (collectively "credit providers") in conducting credit checks and collecting debts
- g. To ensure the creditworthiness of our customers;
- h. Designing credit facilities and related financial services and products for clients;
- i. To promote services, products and other items (see paragraph 7 below);
- j. Calculating the debts between the Company and the Client;
- k. Collect amounts outstanding from customers and those who provide security for their liabilities;
- l. Complying with the various data use and disclosure obligations, requirements, recommendations, directions or arrangements applicable to the Company or a Group Member, or to which the Company or a Group Member is expected to comply, as required by the following laws:
 - i. any laws which are and will be binding on or applicable to us or any group company in or outside Hong Kong;
 - ii. 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 service providers in or outside Hong Kong now and in the future;
 - iii. any present or future contractual or other commitment imposed on or entered into with the Company and the Group Companies by the Hong Kong or foreign legal, regulatory, governmental, tax, law enforcement and other authorities, or the self-regulatory or industry bodies or associations of financial service providers having jurisdiction over the Company and the Group Companies in connection with the financial, commercial, business, interests or activities of the Company and the Group Members;
- m. Complying with any obligations, regulations, policies, procedures, measures or arrangements for the sharing of data and information within and/or between different parts of the Group and/or the use of any other data and information in accordance with the Group's Group programmes for the sanctions, prevention or detection of money laundering, terrorist financing or other unlawful activities;
- n. To enable the Company's actual or proposed assignee, or the Company's participant or sub-participant in the Client's interest, to assess the transaction in relation to the proposed transfer, participation or sub-participation;

- o. Exchanging information with merchants who accept credit and/or prepaid cards issued by the Company and with entities that provide co-branded credit card services (if any) with the Company;
- p. compiling statistical information and customer records;
- q. comparing data of customers with other persons for credit investigation, data verification or generating or verifying information, whether or not such comparison is for recovery action against the customer;
- r. maintaining the Client's credit history or other records, whether or not there is any relationship between the Client and the Company, for present or future reference;
- s. confirming, verifying and authenticating the identity of the Customer;
- t. conducting, preparing and facilitating internal and external audits in relation to the Company;
- u. processing claims and potential claims against or against the Company;
- v. internal control and data management of information between the Group Companies and/or different departments and/or contractors of the Group Companies;
- w. to conduct reviews and/or investigations of any fraud, money laundering, terrorist financing or other illegal activities and to assist in the prevention, detection and investigation of crime;
- x. Any purpose that is linked, incidental or related to the above.

5. **Disclosure of Personal Data**

Data held by the Company about the Client will be kept confidential but the Company may provide and disclose such data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph 4 above and in accordance with the Ordinance and any other relevant rules, guidelines and regulations:

- a. any agent, auditor, contractor, or third party service provider who provides administrative, general support, auditing, data management, credit monitoring, analysis, product review, fraud detection and investigation, compliance control, telecommunications, computer, payment or securities settlement, electronic identity verification services, data processing, debt collection, insurance, professional or other services to the Company, regardless of its location, in connection with the operation of the Company's business;
- b. any person under a duty of confidentiality to the Company, including different divisions of the Company and any other group companies which have undertaken to keep the information confidential;
- c. any financial institution, fee or credit card issuer, insurance, securities and investment company that has or proposes to have dealings with the Client;

- d. the drawer bank provides the drawer with a copy of the paid cheque (which may contain information about the payee);
- e. any person making payments to the Client's account;
- f. any person who receives payment from a customer, its receiving bank and any intermediary who processes or processes such payment;
- g. credit reference agencies (including operators of any central databases used by credit reference agencies) and provide such data to debt collection agencies in the event of default or default by customers;
- h. any party who gives or proposes to provide a guarantee or a third party guarantee to guarantee or guarantee the Customer's liability;
- i. The Company or other Group Companies are under an obligation or required to make disclosure under any legal requirement binding on them or to them, or are required to do so in accordance with and for the purposes of any guidelines or guidance given or issued by any statutory, regulatory, governmental, tax, law enforcement or other authorities or self-regulatory or industry bodies or organisations of financial services providers which are expected to apply to the Company or other Group Companies, or pursuant to any legal, regulatory, governmental, tax, tax, any person to whom any contractual or other undertaking is required to be made by law enforcement or other authorities or self-regulatory or industry bodies or organisations of financial services providers, whether within or outside the Hong Kong Special Administrative Region and whether existing now or in the future;
- j. any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the Client;
- k. Information collected for the purpose of providing information to:
 - i. any group company;
 - ii. Third-party financial institutions, insurers, credit card companies (credit card associations), securities, commodities and investment service providers;
 - iii. third party reward, loyalty, co-branding and privileges programme providers;
 - iv. brand partners of the Company and its group companies (the names of such brand partners will be provided on the application form for the relevant services and products, as the case may be);
 - v. the names of the associated merchants of the Company and its group companies (the names of such associated merchants in relation to individual services and products, as the case may be, will be available on the Company's website);
 - vi. charitable or non-profit-making organisations;
 - vii. Third party service providers (including but not limited to mail forwarding companies, telecommunications companies,

telemarketing and direct marketing agents, call centres, data processing companies, information technology companies and contractors of electronic identity authentication services) engaged for the purposes mentioned in paragraph 4 above, regardless of their location.

- I. Konev Fintech Corporation Limited and its subsidiaries, Money SQ Fintech Corporation Limited and its subsidiaries, K Cash Fintech Corporation Limited and its subsidiaries;

Data relating to the Customer may be processed, stored, transferred or disclosed in any country to the extent that the Company or any person to whom the Company has obtained such information as described in paragraph 5 deems it appropriate. Such information may also be processed, stored, transferred or disclosed in accordance with the applicable local practices, laws, rules and regulations of that country.

6. Enquire about the customer's consumer credit data from a credit reference agency

- a. The Company may, from time to time, inspect and extract the Customer's personal credit data (including but not limited to information relating to the number of mortgages, if the Customer's written consent has been obtained) from a credit reference agency for the purpose of reviewing any of the following matters relating to the credit facilities granted to the Customer or to third parties under its obligation to be guaranteed by the Customer:
 - I. increase Credit Limit;
 - II. Reduction of credit (including termination of credit or reduction of credit limit) or
 - III. Formulating or implementing schemes of arrangement with clients.

Access to the Customer's consumer credit data from a credit reference agency must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance.

- b. The Company (in its own capacity and/or as its agent, subject to the relevant provisions of the Code) may provide the following information relating to the Customer (including but not limited to any data updated from time to time) to the CRA:-
 - I. General information of the customer, including name, address, contact information, date of birth, Hong Kong Identity Card number or travel document number;
 - II. Credit application data, i.e. the fact that the customer has applied for a credit and/or virtual card, and the credit limit sought (if applicable).

III. General account information, i.e.:

- i. the identity of the Company (i.e. the credit card issuer);
- ii. credit card and/or virtual card account number;
- iii. the capabilities of the client;
- iv. the date of account opening and termination of the credit card and/or virtual card account (if applicable);
- v. the type of credit (e.g., retail purchases or cash advances) and settlement currency;
- vi. the approved credit limit of the credit card and/or virtual card;
- vii. repayment period or terms;
- viii. account status (active, closed, deregistered, etc.);
- ix. credit maturity date;
- x. Details of any scheme of arrangement, including the date of arrangement, the frequency and frequency of instalments, the amount of instalments, etc and
- xi. In the case of hire-purchase, lease or charge accounts, including the account maturity date, mortgage type, investigation date, instalment amount, etc., and details used to identify the motor vehicle, equipment, vessel or asset secured by the charge, and a notice to terminate the charge.

IV. Account repayment information, including:

- i. the last amount due;
- ii. the amount of the payment made during the previous statement period;
- iii. remaining available credit or outstanding balance;
- iv. default information, i.e. the overdue amount (if applicable) and the number of days due to the period, the settlement date of the overdue amount (if applicable) and the final settlement date of the material default amount (if applicable);

V. Lost credit card data, including:

- i. Notice regarding the financial loss suffered by the Company as the card issuer as a result of unauthorised transactions carried out on credit cards and/or virtual cards whose details have been disclosed to or known to unauthorised parties, in an amount exceeding the maximum liability of the customer before notifying the Company of the loss of the credit card;
- ii. the maximum amount of liability and financial loss suffered by the Company;
- iii. the date of loss and reporting of the credit card;

- iv. A description of the event (e.g. misplaced wallet, theft, robbery, etc.) that resulted in the loss of the credit card and/or the virtual card details being disclosed or communicated to any unauthorised party (as the case may be) and any follow-up actions, including, if applicable, reporting to the police, subsequent investigation or prosecution and results, tracing the lost credit card, etc.
- c. The data provided by the CRA (as described in paragraphs 7 a & 7 b above) will be used by the credit reference agency for the purpose of compiling and/or processing personal data (including consumer credit scores), transmitting such data to the Company and any data derived therefrom for consumer credit purposes and performing any other functions directly related to consumer credit transactions (subject to compliance with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance provisions).

7. Use of Data for Direct Marketing

The Company wishes to use the following types of data in direct marketing in the manner specified in this paragraph – The Company's use of personal data in direct marketing is voluntary only. This means that customers have the right to choose whether or not the Company may use their information for those purposes.

In this regard:

- i. The full name, contact details (e.g. telephone number, email address or correspondence address) and K Cash account number of the Customer or the relevant data provider held by the Company may be used by the Company from time to time for direct marketing purposes;
- ii. The Company may promote various services and credit facilities;
- iii. In addition to the various services and credit facilities offered above, the Company may provide such information to the following parties:
 - a. the Company's partners (the Company will list and/or update the Company's list of partners from time to time on the home page of the App and/or the Company's website);
 - b. any person with the prescribed consent of the Customer;
 - c. Konev Fintech Corporation Limited and its subsidiaries, Money SQ Fintech Corporation Limited and its subsidiaries, K Cash Fintech Corporation Limited and its subsidiaries.

For the following purposes: In this regard, please note that:

- 1. may use the Customer's name, contact information, including but not limited to: full name in English and Chinese, date of birth, residential and/or correspondence address, telephone/mobile telephone number, email address, and other

or further information, product and service mix information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time in direct marketing;

2. For marketing the following classes of services, products and promotions:
 - i. reward, loyalty or privileges programmes and related services and products;
 - ii. The products, services and related offers of the above organisations/persons, including the latest news, offers, promotions, cash coupons and coupons relating to loan services, referral services and services, products and projects in the blockchain, technology, real estate, food and beverage industries, and products. The businesses of the Company's business partners include finance-related services and products, electronic products, computers and accessories, audio-visual products, clothing and accessories, food and beverage, entertainment, cinemas, shopping malls consumption and promotion, furniture, household appliances and supplies, transportation, retail, fuel, travel, hotels, education, stationery, health care, toys, watches and jewellery, hair products, beauty and cosmetics, logistics, membership, banking, credit cards, insurance, telecommunications, e-commerce and other consumer products and services;
 - iii. Finance-related services, products, events, or seminars.
3. The company might use the Customer's name and contact information as stated in paragraph 7 iii 1 above for the purpose of setting up a member account on the Katch Platform (which is a promotion platform provided and managed by Katch (HK) Limited), the Customer's use of the Katch Platform and the services provided by the Platform will be subject to the Terms of Use of the Katch Platform, which can be read by the Customer on the Katch website (<https://katch.hk/>). If the Client does not wish to become a member of the Katch Platform, the Client may notify the Company by writing to the Company (by post, email or fax) or by any other means acceptable to the Company that he/she does not wish to become a member of the Katch Platform. If the customer changes his mind at any time after becoming a member of the Katch platform and no longer wishes

to continue to be a member of the Katch platform, the customer has the right to cancel the relevant membership in the manner specified by the Katch platform.

- iv. The Company may provide the personal data referred to in paragraph 7(i) above to group companies and other financial companies or institutions for the purpose of obtaining revenue, and when the Company seeks the consent or indication of no objection from the customer or the relevant data provider as described in paragraph 7(iii) above, it will indicate to the customer or the relevant data provider that the personal data is provided to others for the purpose of obtaining income;
- v. The Company and other Group Companies and other finance companies or organisations may, from time to time, engage third party marketing service providers to conduct direct marketing on their behalf and share the personal data mentioned in paragraph 7(i) with the relevant third party marketing service providers for such purposes.

Customers have the right to choose whether or not their personal data is used for direct marketing purposes. If at any time the Customer has consented to the use of his/her personal data in direct marketing but he/she subsequently changes his/her mind, he/she has the right, free of charge, to write to the Data Protection Officer at the address or facsimile number provided below, or to notify the Company by any other means acceptable to the Company that he/she no longer wishes the Company to use his/her personal data in direct marketing.

8. Verification and Correction of Personal Data

Subject to 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 to:

- a. to check whether the Company holds data about him and has access to such data;
- b. require the Company to correct any inaccurate data relating to him;
- c. ascertain the Company's policies and practices in relation to data and be informed of the kinds of personal data held by the Company;
- d. to be informed upon request of the kinds of personal data to which the Company routinely discloses to credit reference agencies or debt collection agencies and to be provided with further information to facilitate data access and correction requests to the relevant credit reference agencies or debt collection agencies;
- e. In respect of any account information (including, for the avoidance of doubt, any account repayment data) provided by the Company to a credit reference agency, upon termination of the account by settling the outstanding balance in full, instruct the Company to request the relevant credit reference agency to delete such account information from its database, provided that such

instruction is given after the account is terminated⁵ Issued within the year and the account has not been in arrears for more than 60 days within 5 years prior to account termination. Account repayment data includes the last payment amount due, the amount made during the last reporting period (i.e. the period not exceeding 31 days immediately before the last provision of account data by the Company to a credit reference agency), the remaining available credit limit, or the outstanding balance and default data (i.e. the amount past due and the number of days overdue, the date of settlement of the amount overdue and the date on which the amount in default was settled in full for more than 60 days, if any).

9. Retention of personal data

- a. Personal data will only be kept for as long as necessary to fulfil the original purpose for which it was collected or the purpose for which it was collected. Under certain circumstances (e.g. after the termination of the service), K Cash may continue to retain the customer's relevant personal data for 7 years or the period prescribed by applicable laws and regulations. If K Cash engages a data processor or company (whether located within or outside the territory of the data subject) to process personal data on its behalf, K Cash will, by contract or otherwise, prevent any personal data transferred to the data processor from being retained longer than necessary for the processing of the data and such data protected.
- b. In the event of any default on the account, the credit reference agency may retain the account repayment data for a period of 5 years from the date of full settlement of the amount in default, unless the amount in default is fully repaid or written off (other than by bankruptcy order) before the expiry of 60 days from the date of default
- c. Where any amount in the account is written off as a result of a bankruptcy order being made, the credit reference agency may retain the account repayment data for a period of 5 years from the date of full settlement of the amount in default or from the date on which the data subject provides evidence to notify the credit reference agency that the bankruptcy order has been discharged, whichever is earlier, irrespective of whether the account repayment data shows any amount in arrears for more than 60 days.
- d. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.

10. Access to or correction of personal data from the Company

For requests for information on policies and practices, requests for access to or correction of the kinds of personal data held by the Company, etc.,

Please address the following:

17th Floor, Wheelock House, 20 Pedder Street, Central, Hong Kong

Attn: Personal Data Protection Officer, K Cash Limited
Tel: (852) 2110 2110 Fax: (852) 2110 0300

I may opt-out of receiving any direct marketing or messages from the Company at any time without charge by notifying the Data Protection Officer in writing or through our Customer Service Hotline, by visiting any of our branches or by any other means acceptable to the Company from time to time.

The Company obtains credit reports from credit reference agencies in relation to the Client when considering any credit application or conducting credit checks from time to time. If the client wishes to obtain the credit report, the Company will provide the client with the contact details of the relevant credit reference agency.

This Privacy Policy Statement/Notice may be updated from time to time. Please check our website regularly for the latest version of this Privacy Policy Statement/Notice.

The Chinese version of this statement shall prevail. If there is any conflict between different language versions of this Privacy Policy in the future, the Chinese version shall prevail.

Personal Information Collection Statement

K Cash Limited and subsidiaries (“the Group”, “our”, “us” or “we”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“PDPO”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Group is accurate. The Group will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

The term “data subject(s)”, wherever mentioned in this Notice, includes the following categories of individuals:-

- i. applicants for or customers/users of credit facilities and related financial services and products and so forth provided by the Company and/or their authorized signatories;
- ii. sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Company;
- iii. directors, shareholders, officers and managers of any corporate applicants and data subjects/users;
- iv. users of the Company’s Website, Mobile Application, Smart Teller Machine (“STM”) and any other electronic means and procedures as provided or approved by the

- Company to access to the services of the Company; and
- v. suppliers, contractors, service providers and other contractual counterparties of the Company.

For the avoidance of doubt, “data subjects” shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of the terms and conditions of the Loan Agreement and/or Credit Card Cardholder Agreement (“Cardholder Agreement”) and/or the agreement or arrangement and any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the Loan Agreement and/or Cardholder Agreement and/or any other relevant service agreement (as the case may be), this Notice shall prevail insofar as it relates to the protection of the data subjects’ personal data and the Loan Agreement and/or Cardholder Agreement and/or such other relevant service agreement (as the case may be) shall prevail in respect of the remaining aspects all of which concerning the use of loan and/or Credit Card and/or other relevant services. Nothing in this Notice shall limit the rights of the data subjects under the Ordinance.

Part 1: Purpose and Use

As our customer, it is necessary for you to provide us with your personal data occasionally to enable the provision and administering of products and services. Failure to supply such data may result in our being unable to provide or continue to provide these products and services.

The purposes for which data relating to you may be used by us as follows:

1. Considering and processing applications for products and services and the daily operation of products and services;
2. Conducting credit checks whenever appropriate (including upon an application for consumer credit and upon periodic review of the credit);
3. Creating and maintaining the Group’s credit and risk related models;
4. Ensuring your ongoing creditworthiness and good standing;
5. Designing financial products and services for you;
6. Marketing loan services or products of the Group;
7. Determining the amount of indebtedness owed to or by you;
8. Exercising our rights under contracts with you, including collecting amount outstanding;
9. Engaging Debt Collection Agencies to collect debts;
10. Meeting the Group’s obligations, requirements or arrangements or those of our subsidiaries / affiliates, whether compulsory or voluntary, to comply with or in connection with any law, regulation, court order, guidelines and internal policies;
11. Assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (“credit providers”) to conduct credit checks and collect debts.

It is also the case that data are collected from data subjects in the ordinary course of business for the purpose of processing of new or renewal of loan and/or credit card application or services (including reviewing, re-considering, assessing, examining,

inspecting, scrutinizing, auditing, analyzing, monitoring complying and ensuring compliance with laws, rules and regulations), or writing cheques, depositing money or effecting transactions, either application in person, through telephone, internet, Mobile Application, VTM (or other means). This includes information obtained from credit reference agencies approved for the participation in the Multiple Credit Reference Agencies Model ("credit reference agencies") and/or contractors providing electronic identity authentication services.

Part 2: Transfer of Personal Data

Data held by us will be kept confidential but we may provide such data to the following parties (whether inside or outside the Hong Kong Special Administrative Region) for the purposes set out above:

- i. Any of our subsidiaries / affiliates for the purposes specified above;
- ii. Any agent, contractor or third-party service provider who provides administrative, telecommunications, computer, payment, data processing or storage, or other services to us in connection with the operation of our business;
- iii. Any credit reference agencies (including the operator of any centralized database used by credit reference agencies) or, in the event of default, any debt collection agencies;
- iv. Any actual or proposed assignee, transferee, participants or sub-participant of our rights or business; and
- v. Any person to whom we are under an obligation to make disclosure under the requirements of any law, rules, regulations, code of practice or guidelines binding on us including, without limitation, any applicable regulators, governmental bodies, or industry recognised bodies, and where otherwise required by law.

The information we collect about you will not be disclosed to any other party without your prior consent.

Regarding to data in connection with mortgages applied by the customer, (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the customer (including but not limited to any updated data of any of the following data from time to time) may be provided by the Group, on its own 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 data subject'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 the 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
- ix. due to a bankruptcy order); and if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Group 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 Special Administrative Region, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance). The Group may from time to time access such mortgage count of you held by the credit reference agency in the course of:

- i. the consideration of any application for grant of a mortgage loan to the data subject;
- ii. the review and/or renewal of existing mortgage loan(s) granted or to be granted to the data subject;
- iii. the consideration of any application for grant of consumer credit facilities (other than mortgage loan) to the data subject (whether the data subject is a borrower or mortgagor or guarantor); and
- iv. the review and/or renewal of existing consumer credit facilities granted or to be granted to the data subject (other than a mortgage loan) (whether the data subject is a borrower or mortgagor or guarantor).

Part 3: Use and Provision of Personal Data in Direct Marketing

As our valued customer, we are happy to provide you with information regarding our latest products, services and promotions. For this purpose, we may use your personal data in direct marketing which requires your consent. Please note that:

The Company may provide such information to the following parties:

- a. the Company's partners (the Company will from time to time list and/or update the Company's partner list on the homepage of the Application and/or the Company's website);
- b. any person who has obtained the agreed consent of the Client; and
- c. Konew Fintech Corporation Limited and its subsidiaries; MoneySQ Fintech Corporation Limited and its subsidiaries; K Cash Fintech Corporation Limited and its subsidiaries.

For the following purposes: In this regard, please note:

1. The Client's name, contact information, including but not limited to: full name in Chinese and English, held by the Company from time to time; Date of birth; residential and/or correspondence address; Phone/mobile phone number; Email address; and other or further information, product and service portfolio information, transaction patterns and behaviour, financial background and demographic data that the Company deems necessary for direct marketing;
2. May be used to promote the following categories of services, products and promotions:

- i. reward, loyalty or privilege programmes and related services and products;
- ii. products and services of above mentioned companies and person including latest news, offers, promotions, coupons and coupons on loan services, referral services and blockchain technology, technology, real estate, food and beverage industry services, products and programs, and products. The business of the Company's partners includes finance-related services and products, electronic products, computers and accessories, audio-visual products, clothing and accessories, food and beverage, entertainment, cinemas, shopping mall consumption and promotion, furniture, home appliances and supplies, transportation, retail, fuel, tourism, hotels, education, stationery, health care, toys, watches and jewellery, hair products, beauty and cosmetics, logistics, membership, banking, credit cards, insurance, telecommunications, e-commerce and other consumer products and services; and
- iii. Finance-related services, products, events or seminars.

3. The name and contact details of the customers mentioned above might be used to establish a member account on the Katch Platform, (a reward platform provided and managed by Katch (HK) Limited), and when customers use the Katch platform and the services provided by the platform, they will be bound by the terms of use of the Katch platform, which can be found on the Katch website (<https://katch.hk/>). Please read the Terms of Use carefully. If the Customer does not wish to become a member of the Katch Platform, the Customer may write to the Company (by post, email or fax) or in any other manner acceptable to the Company, notify the Company that he/she does not wish to become a member user of the Katch Platform. If at any time after becoming a member user of the Katch platform, the customer changes his or her mind and no longer wishes to continue to become a member user of the Katch platform, the customer has the right Cancel the membership in the manner specified on the Katch platform.

Customers have the right to choose whether their personal data is used for direct marketing purposes. If at any time the Client consents to the use of his or her personal data in direct marketing but subsequently changes his/her mind, he or she has the right to write to the Data Protection Officer at the address or fax number provided below free of charge or in any other manner acceptable to the Company, to inform the Company that he/she no longer wishes the Company to use his/her personal data in direct marketing.

Part 4: Biometrics

Biometric data may be collected and used in, including some VTM to enable identity authentication:

1. Fingervein
2. Facial feature

No biometric data in an identifiable state will be stored. The provision of your biometric data is completely voluntary, with an objective to provide you a seamless customer experience.

Part 5: Access and Correction of Personal Data

Under and in accordance with the terms of the PDPO, you have the following rights:

- To check whether we hold data relating to you and to access such data;
- To request us to correct any data relating to you which is inaccurate;
- In relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Group to a credit reference agency, upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no material default under the credit as determined by the Group, to instruct the Group to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit;
- In relation to consumer credit, to request to be informed 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
- To ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us.

Requests for access and correction should be addressed in writing to:

Data Protection Officer

K Cash Limited, 17/F, Wheelock House,
20 Pedder Street, Central Hong Kong

Fax: (852) 3568 9832

In accordance with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), we have the right to charge a reasonable fee for the processing of any data access request.

This statement is subject to Chinese version. In the event of any conflict between the language versions of this statement in the future, the Chinese version shall prevail.

Updated: April 2024