

**MERCEDES-BENZ FINANCIAL SERVICES HONG KONG LIMITED**  
**("Mercedes-Benz")**

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

**1. Collection of Personal Data**

From time to time, it is necessary for customers ("Customers", which term shall include their employees) or persons providing guarantees or security ("Guarantors") in respect of a credit facility, to supply Mercedes-Benz with their personal data in connection with (i) the opening or continuation of accounts, (ii) the establishment or continuation of credit facilities (including hire purchase and finance lease facilities) or (iii) the provision of financial and other services by Mercedes-Benz (in this Circular, the services described in each of (i), (ii) and (iii) above are collectively referred to as "Financial Services"). Personal data are also collected from Customers and Guarantors in the ordinary course of their financial relationship with Mercedes-Benz.

**2. Purposes of Collection**

- (a) The purposes for which personal data and account data (generated by Mercedes-Benz in the course of operating the accounts of Customers and Guarantors 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 and Guarantors may be used by Mercedes-Benz are divided into **obligatory purposes and voluntary purposes**. If Data are to be used for an **obligatory purpose, the relevant Customer or Guarantor MUST provide his/her Data to Mercedes-Benz** if he/she wants Mercedes-Benz to provide any Financial Services. Failure to supply such Data may result in Mercedes-Benz being unable to provide any Financial Services.
- (b) If Data are only to be used for a **voluntary purpose, the relevant Customer or Guarantor can tell Mercedes-Benz not to use his/her Data** for that purpose and Mercedes-Benz will not do so.
- (c) Purposes for which it is **obligatory** for Customers or Guarantors 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 (including upon an application for Financial Services and upon periodic or special reviews of Financial Services which will normally take place at least once year);
  - (iii) assisting other financial institutions to conduct credit checks and collect debts;
  - (iv) creating and maintaining consumer credit scoring models;
  - (v) ensuring ongoing creditworthiness of Customers and/or Guarantors;
  - (vi) designing financial services or related products;
  - (vii) determining and collecting the amount of indebtedness owed to or by Customers and/or Guarantors;
  - (viii) enforcing obligations of Customers and/or Guarantors, including but not limited to collecting amounts outstanding from such Customers and/or Guarantors;
  - (ix) complying with obligations, requirements, recommendations, instructions or arrangements for disclosing and using data that apply to Mercedes-Benz or any other member of the group of companies of which Mercedes-Benz is a member (such member of the Mercedes-Benz group of companies, a "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 Mercedes-Benz or any of 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;
  - (x) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with other 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;
  - (xi) enabling an actual or proposed assignee of Mercedes-Benz (including without limitation any person with whom it is proposed Mercedes-Benz will merge or to whom Mercedes-Benz proposes to dispose of all or any part of its business) or participant or sub-participant of Mercedes-Benz's rights in respect of Customers and/or Guarantors to evaluate the transaction intended to be the subject of the assignment, merger, disposal, participation or sub-participation;
  - (xii) the processing of applications for credit and other services and facilities; and
  - (xiii) purposes directly relating to the purposes listed above,

and Mercedes-Benz 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**

Mercedes-Benz wishes to use the Data of Customers and Guarantors for direct marketing in the manner provided in this paragraph - permission to use Data for this purpose is **voluntary** only. Mercedes-Benz must obtain a Customer or Guarantor's written consent (which can include an indication of no objection) if it is to use Data for this purpose. Mercedes-Benz may not use the Data for direct marketing unless it has received written consent from relevant Customers or Guarantors.

In this connection:

- (a) the name, contact details (such as phone number or address), products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Customer or Guarantor held by Mercedes-Benz from time to time may be used by Mercedes-Benz for direct marketing;
- (b) Mercedes-Benz's Financial Services may be marketed including the following classes of services, products and subjects;
- (i) financial, insurance, credit card, banking and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by Group Companies; and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided, or (in the case of donations and contributions) solicited, by any one or more of the following:
- (i) Mercedes-Benz;
  - (ii) any Group Company;
  - (iii) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (iv) third party reward, loyalty, co-branding or privileges programme providers;
  - (v) co-branding partners of the Mercedes-Benz and Group Company; and
  - (vi) charitable or non-profit making organisations;
- (d) in addition to marketing the above-services, products and subjects, Mercedes-Benz wishes to provide the data described in paragraph 3(a) above to all or any of the persons described in paragraph 3(c) above for use by them in marketing the same or similar services, products and subjects, and Mercedes-Benz must obtain the written consent of Customers and/or Guarantors (which includes an indication of no objection) for that purpose - written consent can be given in the Request Form (as defined below);
- (e) Mercedes-Benz may provide the data described in paragraph 3(a) above to the other persons in paragraph 3(c) above for **gain** and, when requesting the Customer or Guarantor's consent or non-objection as described in paragraph 3(d) above, Mercedes-Benz will inform such Customer or Guarantor if it will so provide such data to the other persons for gain; and
- (f) Mercedes-Benz, Group Companies and other persons listed in paragraph 3(c) 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(a) 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 or Guarantor is required either to:

- (a) indicate such consent / no consent in the space provided on the signature page of any agreement in relation to Financial Services to be provided to Mercedes-Benz; or
- (b) fill out an "Opt-out Request - Use/Provision of Personal Data in Direct Marketing" attached to this Notice ("Request Form").

If a Customer or Guarantor does not wish Mercedes-Benz to use his/her data or provide his/her data to other persons for use in direct marketing as described above and also wants Mercedes-Benz 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 Mercedes-Benz of the same at any other time.

**4. Classes of Possible Transferees (all obligatory except (I) below)**

Data held by Mercedes-Benz relating to Customers or Guarantors will be kept confidential except that Mercedes-Benz 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 Mercedes-Benz or any 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 Mercedes-Benz or such 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 Mercedes-Benz or any Group Company is expected to comply, or any disclosure pursuant to any contractual obligation;
- (b) any person with the express or implied consent of a Customer and/or Guarantor;
- (c) any person where the interests of Mercedes-Benz 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 other services to Mercedes-Benz in connection with the operation of its business and the provision of Financial Services;
- (f) any Group Company (whether within or outside Hong Kong and including for the avoidance of doubt in Germany);
- (g) any other person under a duty of confidentiality to Mercedes-Benz including any Group Company which has undertaken to keep such information confidential;
- (h) any financial institution with which a Customer or Guarantor has or proposes to have dealings;
- (i) any actual or proposed assignee of Mercedes-Benz or transferee of Mercedes-Benz's rights in respect of a Customer and/or Guarantor;
- (j) credit reference agencies, and in the event of default, debt collection agencies;
- (k) any other person with whom Mercedes-Benz proposes to merge or to which Mercedes-Benz proposes to dispose of all or any part of its business; and
- (l) provided the relevant Customer or Guarantor has agreed as provided for in paragraph 3 above, any person to whom such Customer or Guarantor has agreed Mercedes-Benz may transfer his/her Data for the voluntary purpose of direct marketing.

**5. Default in Repayment**

In the event of default in repayment of any credit facility, 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 shall be liable to have his/her account repayment data 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, such individual shall be liable to have his/her account repayment data retained by the credit reference agency, regardless of whether the account repayment data 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.

**6. 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 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 will have the right to instruct Mercedes-Benz to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.

**7. Access to a credit report for considering credit application**

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

**8. Access to consumer credit data for purposes of review**

Furthermore, for the purpose of the review of existing consumer credit facilities Mercedes-Benz will from time to time access the consumer credit data of a Customer and/or Guarantor held with a credit reference agency so as to facilitate Mercedes-Benz'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.

**9. 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 Mercedes-Benz holds data about him/her and the right of access to such data;
- (ii) to require Mercedes-Benz to correct any data relating to him/her which are inaccurate;
- (iii) to ascertain Mercedes-Benz's policies and practices in relation to data and to be informed of the kind of personal data held by Mercedes-Benz; and
- (iv) 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 or correction request to the relevant credit reference agency or debt collection agency.

In accordance with the terms of the Ordinance, Mercedes-Benz has the right to charge a reasonable fee for the processing of any data access or correction request.

**10. Data Protection Officer**

For the purposes of paragraphs 3 and 9 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 :-

Data Protection Officer  
MERCEDES-BENZ FINANCIAL SERVICES HONG KONG LIMITED  
Address: 5/F, Mercedes-Benz Brand Centre, 60 Ka Yip Street, Chai Wan, Hong Kong  
Email : mbfshk\_dpo@daimler.com  
Fax : +852 2594 8784

11. Nothing in this Circular shall limit the rights of Customers or Guarantors under the Ordinance.

[August 2019]

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

To: Data Protection Officer  
MERCEDES-BENZ FINANCIAL SERVICES HONG KONG LIMITED  
Address: 5<sup>th</sup> Floor, Mercedes-Benz Brand Centre, 60 Ka Yip Street, Chai Wan, Hong Kong

Email : mbfshk\_dpo@daimler.com  
Fax : +852 2594 8784

I acknowledge that I have received, read and understood Mercedes-Benz's "Circular to Customers and Persons Acting as Guarantors 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 by checking the relevant box or boxes below, and that Mercedes-Benz 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 Mercedes-Benz prior to this request.

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 Mercedes-Benz, or any other persons.

By checking ("✓") this box, I **do not wish** Mercedes-Benz 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. If applicable, 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.

By checking ("✓") this box, I **do not wish** Mercedes-Benz 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 one or more of the above three boxes, this means that I **agree** to Mercedes-Benz using my personal data to send me marketing communications for all marketing purposes specified in the relevant sub-paragraph or sub-paragraphs of paragraph 3 of the Circular and/or to transfer my personal data to other persons for marketing purposes in the manner specified in paragraph 3 of the Circular, as the case may be.

Customer/Guarantor Name :

HKID Card No. / Passport No.:

\_\_\_\_\_  
Customer's/Guarantor'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.*