

Personal Information Collection Statement for eBRAM’s COVID-19 Online Dispute Resolution Scheme (“eBRAM PICS” or “PICS”)

This PICS applies to collection, use, processing and handling of personal data of Users by eBRAM International Online Dispute Resolution Centre Limited (“eBRAM”) on or through the ODR Platform (under Hong Kong’s Personal Data (Privacy) Ordinance (“PDPO”) and other data protection laws as and where applicable, if any) for eBRAM’s operation of the ODR Platform and provision of the Services set out in eBRAM’s T&C.

Unless otherwise specifically defined herein, the meaning of the relevant defined or capitalized words and phrases in this PICS shall adopt the same meaning as set out in eBRAM’s T&C. For the avoidance of doubt, references to “personal data”, “data users”, “data subjects” and “data processors” in this PICS shall adopt the same legal meaning as defined in the PDPO. By default, eBRAM’s handling of personal data are in accordance with the requirements of the PDPO, but where any other data protection laws of other jurisdictions (e.g. the EU General Data Protection Regulations (“GDPR”)), if any, applies to the Personal Data of any particular User (if any and where applicable), we will follow the relevant requirements under those other foreign laws as and where applicable.

We may from time to time update this PICS, and will notify Users by (i) posting the revised version of this PICS on the relevant websites of the ODR Platform and (ii) sending notification of the revised version of this PICS to Users via email. Users are responsible for reviewing this PICS regularly, and your continued access and use of the ODR Platform and/or use of our Services after any such posting shall constitute your agreement and acceptance of such revised PICS. If any such revision is unacceptable to you, you should stop accessing and using the ODR Platform and our Services, and we will delete your Personal Data from our server in accordance with our internal data destruction policy.

1. Personal Data

1.1. This PICS applies to any and all personal data that Users provide or otherwise make available to eBRAM (whether on or through the ODR Platform and/or otherwise via email, direct contact or other medium for or in the course of eBRAM’s provision of the Services), and such personal data may include, but are not limited to, as the case may be depending on the applicable context:

1.1.1. the name, phone number, email address, proof of identity information (such as but not limited to identity card number and/or passport number), username, password and other credentials for accessing and using the User Account on the ODR Platform, bank account or credit card information in the case of Party A and/or Party B using the Scheme as the relevant data subjects; and/or

1.1.2. the name, contact details and any other personal data of mediators and arbitrators of the Scheme in the case of mediators and/or arbitrators as the relevant data subjects; and/or

1.1.3. any other personal data of the Party A and/or Party B and/or any third parties (if any) that may be contained in any materials, articles and documentary evidence that the parties in dispute may disclose or submit on or through the ODR Platform to eBRAM, the mediators and/or arbitrators (as the case may be) for or relating to the dispute resolution process and proceedings under the Scheme and/or eBRAM’s provision of the Services; and/or

1.1.4. logs and recordings of telephone calls made to and from eBRAM’s service hotlines and/or inquiries telephone numbers, through which Personal Data may be disclosed or provided during the call and recorded in those logs and recordings,

collectively, the foregoing are defined in this PICS as “**Personal Data**”.

1.2. In relation to the operation of, and/or visitors’ access and interactions on, the ODR Platform, our servers may also collect other non-personally identifiable data relating to visitors’ online session by automated means (such as but not limited to browser characteristics, operating system, IP address, domain name, language preferences, device characteristics, URLs, information on browsing activities taken, and dates and times of browsing activity). Insofar as any or all of these data and information cannot personally identify you (“**Non Personal Data**”), they do not constitute “personal data” for the purpose of the PDPO,

and nothing in this PICS shall limit or restrict our handling of any Non-Personal Data. Without prejudice to the generality of the foregoing, we will use Non-Personal Data to provide aggregated, anonymous, statistical information so that eBRAM may better meet the expectations and demands of visitors to its ODR Platform, and take necessary actions in respect of any illegal or unlawful contents on any parts of the ODR Platform visited through eBRAM's servers. For the avoidance of doubt, however, if any or all of these data and information becomes personally identifiable to any particular User (whether via the Users' activities recorded after Account log-in, or otherwise mixed in the matrix of data held by eBRAM together with other data that constitute Personal Data as referred above), or if any of these data and information (e.g. IP address) are considered as "personal data" regulated under any applicable foreign personal data protection laws (e.g. GDPR) that is applicable to any particular User concerned (if any), such matrix of data as a whole, or such specific data and information in the case of that particular User (if any), will be treated as, and handled by eBRAM as, Personal Data in accordance with the provisions of this PICS.

- 1.3. By submitting or otherwise making available any Personal Data to eBRAM (whether on or through the ODR Platform or otherwise), you hereby represent, warrant and confirm that you are either the owner or controller of those Personal Data or you have already obtained all relevant consents/authorizations from the relevant third parties (if any) for your use and provision of those Personal Data to us under the Scheme for the collection, use, transfer and handling by us (and our relevant Data Transferees as further specified below) in accordance with the provisions of this PICS. If you intend to provide any Personal Data relating to any other third parties to us, unless such provision fall within the scope of any exemptions (if any) under any applicable laws, please provide a copy of this PICS to that third party to enable him/her to understand how we handle Personal Data and obtain his/her consent/authorization prior to your disclosure and provision of his/her Personal Data to us. If any third parties' Personal Data are involved but you have not obtained those third parties' consent/authorization, unless your use and provision are exempted (if any) under applicable laws, you should not provide or disclose any of those third party's Personal Data to eBRAM (whether on or through the ODR Platform or otherwise). You are deemed by your provision of those Personal Data to have secured and obtained all such third party's consent/authorization (where applicable), and we are not responsible for any non-compliance on your part.
- 1.4. For Party A and Party B, we will collect your identification information (i.e. Hong Kong identity card number and/or passport number) as part of your Personal Data, but we will only use such sensitive data under the Scheme for the limited purposes as further set out in Clause 2.5 below. For avoidance of doubt, we will not collect any Hong Kong identity card number and passport number of other parties who are **not** Party A or Party B under the Scheme, and we will instead adopt the less privacy intrusive alternative of only collecting and using their other non-sensitive personal data (e.g. name and contact details) for the purposes of the Scheme as further set out in the next section of this PICS.

2. **Purposes of Collection and Use of Personal Data**

- 2.1. We may need to collect and use Personal Data for the relevant purposes as further set out in Clauses 2.4 and 2.5 below. If you do not supply the relevant, up-to-date and accurate Personal Data that are marked mandatory/necessary/required for the relevant purposes concerned, we may not be able to provide you with our relevant Services and/or the features or functionalities of certain parts or aspects of the ODR Platform (whether in whole or in part) may accordingly be affected or not available to you. For example, if you do not give us accurate and updated contact information when you submit inquiries to us, we will not be able to respond or follow-up with you. Also, if you do not provide all the required/ mandatory data fields in the registration form for filing dispute under the Scheme, we may not be able to further process your dispute filing request.
- 2.2. Otherwise, where it is optional for you to provide Personal Data, it is entirely voluntary for you to decide whether or not to provide those optional/non-mandatory Personal Data to us.
- 2.3. All Personal Data (whether mandatory or optional for you to provide) collected or otherwise obtained by eBRAM for or in connection with the ODR Platform and/or eBRAM's Services under the Scheme will be handled in accordance with the provisions of this PICS.
- 2.4. The objective of the ODR Platform and eBRAM's Services is to facilitate dispute resolution via an online platform for parties in dispute in relation to those disputes that fall under the jurisdiction of the Scheme (as further specified in eBRAM's T&C and eBRAM's Rules for the Services). To facilitate such objective for the ODR Platform and eBRAM's Services, we may collect and use Personal Data for one or more of the

following purposes (if and where applicable) from time to time:

- 2.4.1. facilitate the provision, operation, management and administration of the ODR Platform and the Users' Accounts thereunder;
 - 2.4.2. process and manage User registration for the ODR Platform, and the Users' relevant filings and submissions in relation to their dispute resolution process and proceedings under the Scheme;
 - 2.4.3. providing the relevant mediators and/or arbitrators' CV and relevant personal particulars to the Party A and Party B, and making such information available for public access, for or in connection with the operation of the Scheme and/or the parties' selection of the relevant mediator/arbitrator candidates for appointment in the dispute resolution process and proceedings under the Scheme;
 - 2.4.4. handle, administer and manage the relevant dispute resolution process and proceedings under the Scheme;
 - 2.4.5. conduct identification and verification of identity, and the relevant due diligence checks;
 - 2.4.6. investigate, handle and respond to any enquiries or complaints made by you, made against you or involving you in any manner;
 - 2.4.7. analyzing, verifying, enforcing contractual rights, and/or checking Users' credit, payment and/or status in relation to the provision of eBRAM's Services to the relevant Users;
 - 2.4.8. keeping relevant Users informed of the status of the Services supplied or made available by eBRAM;
 - 2.4.9. communicate with you regarding any of the foregoing matters;
 - 2.4.10. conduct survey, research and analysis to facilitate the provision and operation of the ODR Platform and/or the relevant Services provided by eBRAM;
 - 2.4.11. maintaining and developing eBRAM's business systems and infrastructure for or in relation to the Scheme, including but not limited to testing, upgrading, and technical support and maintenance of these systems (including but not limited to the ODR Platform);
 - 2.4.12. facilitate protection and/or enforcement of the relevant rights and interests of eBRAM (as the operator and service provider of the ODR Platform and the Scheme) and/or you (as a User);
 - 2.4.13. comply with any obligations or requirements for using or disclosing Personal Data that are imposed on eBRAM under any applicable laws, court order, or otherwise imposed by any government body, agency, regulatory authority, law enforcement agency, court or judicial body; and/or
 - 2.4.14. any purpose(s) directly related to any of the above purposes.
- 2.5. For Party A and Party B, as mentioned in Clause 1.4 above, we will collect your identification information (i.e. Hong Kong identity card and/or passport number) as part of your Personal Data, but we will **only** use such sensitive data under the Scheme for the limited purposes of:
- 2.5.1. avoiding abuse of process (e.g. with frivolous or sham claims) and wastage of Hong Kong Government's public funding of, and eBRAM's manpower and resources for, the Scheme by members of the public;
 - 2.5.2. prevention and detection of fraud, impersonation, dishonesty, or other crime or unlawful or improper acts, conduct or malpractice;
 - 2.5.3. conducting identification and verification of the identity of claimants and/or Party B, the relevant know-your-customer (KYC) and reasonable due diligence checks on parties in dispute;
 - 2.5.4. where applicable, evidencing your legal or equitable ownership rights or interests of your property that is the subject matter of the dispute;
 - 2.5.5. facilitating enforcement of the relevant mediated settlement agreement and/or arbitral award issued under the Scheme in the relevant jurisdictions (whether in or outside Hong Kong, as the case may be);
 - 2.5.6. facilitate protection and/or enforcement of the relevant rights and interests of eBRAM (as the operator and service provider of the ODR Platform and the Scheme) and/or you as the User;
 - 2.5.7. comply with any obligations or requirements for using or disclosing Personal Data that are imposed on eBRAM under any applicable laws, court order, or otherwise imposed by any government body, agency, regulatory authority, law enforcement agency, court or judicial body; and/or
 - 2.5.8. any purpose(s) directly related to any of the above purposes.

Save for the aforesaid limited purposes or unless otherwise exempted under applicable laws, eBRAM will not use your Hong Kong identity card number and passport number for any other purposes without obtaining your prior express permission.

- 2.6. Subject to any specific requirements (if any) under any applicable laws, we will retain Personal Data for such period/duration that is not longer than is necessary for the fulfilment of the relevant purposes (or any directly related purposes) for which the Personal Data is to be used.
- 2.7. Save for the aforesaid list of purposes under this Section 2, we will not use Personal Data for any other new purposes without getting the relevant data subjects' expressed prescribed consent in accordance with the requirements of the PDPO (and/or any other applicable data protection laws, if any and where applicable).

3. **Disclosure and Transfer of Personal Data**

- 3.1. We will keep your Personal Data confidential, but may disclose or transfer (in or outside of Hong Kong) Personal Data, as relevant and where needed, to one or more of the following classes of persons from time to time (collectively, "**Data Transferees**") for the purposes set out in Section 2 above:
 - 3.1.1. any person who owes a duty of confidentiality to us, including but not limited to eBRAM's professional advisers, including its accountants, auditors, lawyers and other professional advisers, in relation to our operation and/or protection and enforcement of our rights and interests;
 - 3.1.2. any holding company, parent, subsidiary, affiliated company or associated company (if any) of eBRAM which are involved in the provision and operation of the ODR Platform and/or the Services (or any parts thereof);
 - 3.1.3. strictly on a need-to-know basis and subject always to any applicable contractual and/or non-contractual means (including but not limited on data protection and confidentiality) that eBRAM has implemented and imposed upon the following parties: eBRAM's dealers, agents, contractors, sub-contractors, vendors and/or suppliers (including their employees, directors, officers, mediators, arbitrators, and agents) who provide services/support to us for or in connection with our operation and provision of the Services and/or ODR Platform;
 - 3.1.4. government and regulatory bodies, authorities, law enforcement agencies, courts, judicial bodies and/or other organizations in Hong Kong or elsewhere, as required or authorized by or under applicable laws for the purposes of enforcing mediated settlement agreement and/or arbitral awards and/or requests for disclosure;
 - 3.1.5. any person to whom we are under obligation or requirement to disclose under any court order;
 - 3.1.6. any financial institutions, charge or credit card issuing companies, credit providers, credit information or reference bureau and/or collection or security agencies that are necessary to establish and process the Users' payment for eBRAM's provision of the Services and/or registration, access and use of the ODR Platform, and provide services to eBRAM in case of any failure in any such payment transactions (if any);
 - 3.1.7. any authorized representatives and/or legal advisors of the Users, when requested by the relevant Users to do so; and/or
 - 3.1.8. any proposed or actual assignee or transferee of all or any part of the eBRAM's operation or business.

4. **Direct marketing**

- 4.1. eBRAM does not use Personal Data and/or provide Personal Data to third parties for direct marketing. If in the future eBRAM intends to conduct any such direct marketing activities, eBRAM may only do so provided that all the applicable requirements of the direct marketing regime of the PDPO (and the direct marketing requirements of any other data protection laws and regulations such as the GDPR, if any, as and where applicable) are fully complied with prior to any such intended use and/or provision (if any). You will at all times have the right to opt-out and object to the use of your Personal Data and/or provision of your Personal Data to any third parties for direct marketing purposes.

5. **Data Security**

- 5.1. We will take all reasonably practicable steps to maintain and ensure the security of Personal Data in accordance with the requirements of the PDPO. Amongst others, the physical records of Personal Data will be stored in secured places at our premises with restricted access controls. The electronic records (including back-ups) of Personal Data will be stored in our servers located in secured data rooms and data centers and protected by adequate IT and cybersecurity measures (including but not limited to controls on access and permission levels, log-in account and passwords, encryption and other relevant security measures). Only our authorized personnel (who have been trained to handle Personal Data properly and bound by duty of confidentiality) will have access to these records and servers on a “need-to-know” and “need-to-use” basis.
- 5.2. Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, and the risks of varying likelihood and severity for the rights and freedoms of natural persons, eBRAM (and its data processors, if any) will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including but not limited to any or all of the following as appropriate: (a) the pseudonymisation and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- 5.3. No data transmission over the internet or any other public network can be guaranteed to be completely secure. You are responsible for taking reasonably practicable means and precautions to safeguard the security of your computer and device against misappropriation or unauthorized use and access, and to safeguard the security and protection of Personal Data, your Account information and Password.

6. **Use of Cookies**

- 6.1. When you browse the ODR Platform, cookies will be stored in your computers, mobile phones or other devices for internal navigation and programming only. We may use cookies to track information about your access and use of the ODR Platform to facilitate better browsing experience for your access and use of the ODR Platform across multiple pages within or across one or more sessions.
- 6.2. Cookies are text files that the ODR Platform send to your relevant devices to uniquely identify your browser or to store browser information or settings. Some cookies make it easier for you to navigate the ODR Platform by keeping record of your browser settings and preferences, whilst other cookies are used to enable a faster log-in process. This information may include, but is not limited to, relevant login and authentication details as well as information relating to your activities and preferences across the ODR Platform.
- 6.3. You can edit your browser settings to disable cookies, and also provide your expressed decision/choice of your cookies setting on our cookies preference box, for your access and/or use of the ODR Platform. However if you disable cookies, you may not be able to access all parts of the ODR Platform, and some parts of the functionality and features of the ODR Platform may be affected.

7. **Third Party Linked Sites**

- 7.1. As stated in the T&C, the ODR Platform may contain Linked Sites that may be provided by third parties or other service providers. This PICS is not applicable to your access and/or use of any Linked Sites and your transactions and interactions with the information, contents, products and/or services that may be provided by any of those third parties in any of those Linked Sites, which shall be entirely at your own risks. For information about those third parties’ data privacy policies and practices, you may refer to those third parties’ privacy policy/personal data collection statement at the Linked Sites.
- 7.2. eBRAM is not responsible or liable for the contents, information, products or services provided by any third party, and/or for your access, use, transactions and interactions with those third parties (whether on or via the Linked Sites or otherwise), and/or the collection and use of your Personal Data by any third parties, and/or the data privacy policies and practices of any of those third parties. Any dealings and disputes between you and any or all of those third parties shall be handled and resolved separately between you and those third parties.

8. **Indemnity**

- 8.1. You agree to indemnify in full and on demand, defend and hold harmless eBRAM, its directors, officers, affiliates, associated or related entities, agents, representatives, partners, staff and employees (collectively, “**eBRAM Indemnified Parties**”) from and against any and all claims, proceedings, damages, losses, injuries, liabilities, demands, actions, costs and/or expenses (including legal fees) arising from, or that may be incurred or suffered (whether directly or indirectly) by us and/or any of the relevant eBRAM Indemnified Parties, from or in relation to your breach of the relevant representations and/or warranties in this PICS (including those regarding your obtaining of the relevant third parties’ consent or authorization for your use and provision of those third parties’ Personal Data to eBRAM under the Scheme).
- 8.2. No settlement that in eBRAM’s opinion may adversely affect the rights or obligations of any or all of the eBRAM Indemnified Parties shall be made without eBRAM’s prior written approval.
- 8.3. For avoidance of doubt, Section 8 is for the benefit of the eBRAM Indemnified Parties, each of which relies on the benefit and protection conferred, and we hereby accept such benefits on behalf of each and all of the eBRAM Indemnified Parties.

9. **Data Subject Rights Requests**

- 9.1. You, as the data subject, have the rights to request access to and/or correction of your Personal Data in accordance with the PDPO or any other applicable data protection regulations. We will process any such requests in accordance with the requirements of the PDPO or any other applicable data protection regulations. We may impose a reasonable charge for processing your data access request to reimburse the relevant administrative costs and disbursements if such is authorized or required under the relevant application laws and regulations, and you will be informed in advance of any such charge (if any).
- 9.2. If and where the GDPR is applicable to any particular User (if any), in addition to the data access and data correction rights referred above in Clause 9.1, subject to certain conditions, you have the right to have your Personal Data erased, to obtain restriction of the processing of your Personal Data, to data portability, to object to the processing of your Personal Data based on certain grounds, and the right at all times to object to the use of your Personal Data for direct marketing purposes. In the case of automated individual decision-making, you have the right to obtain human intervention, give your point of view, receive an explanation for the automated decision, and challenge that decision. You also have the right to lodge a complaint with a supervisory authority.
- 9.3. For any inquiries on our data protection practices in this PICS and/or any data subject rights requests, please send your inquiries/requests by post (marked “Attention: the ODR Platform – data subject rights requests” to Data Protection Officer, Mr. Daniel Lam of eBRAM (Email: info@ebram.org, Address: Room 403, 4/F, West Wing, Justice Place, 11 Ice House Street, Central, Hong Kong).

I acknowledge that I have read and fully understand the above document namely, **Personal Information Collection Statement for eBRAM’s COVID-19 Online Dispute Resolution Scheme** and I confirm my agreement to all the terms contained therein.