Jane Street Hong Kong Limited
Client Disclosures

Jane Street Hong Kong Limited ("JSHK") is licensed by the Securities and Futures Commission ("SFC") in Hong Kong for Type 1 (dealing in securities) and Type 2 (dealing in futures contracts) regulated activities. JSHK is wholly owned by Jane Street Group, LLC (referred to in these disclosures, collectively with its subsidiaries including JSHK, as "Jane Street Affiliates") and is under common control with entities engaged in proprietary trading (the "Proprietary Trading Affiliates").

This document describes the terms on which JSHK handles orders for, and provides liquidity to, clients of JSHK who:

a) are "Institutional Professional Investors", as defined in in paragraph 15.2 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "SFC Code of Conduct"); or

b) are "Corporate Professional Investors", as defined in paragraph 15.2 of the SFC Code of Conduct, who have agreed in a separate written and signed declaration to be treated as an "Eligible Corporate Professional Investor" based on an assessment pursuant paragraph 15.3A of the SFC Code of Conduct, and who have not ceased to be treated (or withdrawn agreement to being treated) as "Eligible Corporate Professional Investor", in respect of relevant products and markets ("you").

Request for Quote Basis

Unless specifically agreed with you in advance, JSHK arranges transactions for you (an "RFQ Client") solely on a request-for-quote ("RFQ") basis with Proprietary Trading Affiliates. RFQ Clients may contact JSHK for quotes at which JSHK (on behalf of a Proprietary Trading Affiliate) would be willing to trade (at the proprietary risk of that affiliate). If the RFQ Client elects to trade at the quoted price, JSHK will arrange for a transaction between the RFQ Client and the Proprietary Trading Affiliate.

JSHK does not provide RFQ Clients with any service other than responding to RFQs and arranging transactions if the RFQ Client elects to transact on the basis of an RFQ. Accordingly, neither JSHK nor any Jane Street Affiliate will act as an RFQ Client’s agent to arrange executions in the marketplace with any liquidity providers other than the Proprietary Trading Affiliates. RFQ Clients should make their own determinations about whether to trade at JSHK's quoted price.

When RFQ Clients elect to trade at a committed price relative to an applicable reference (such as VWAP, NAV or an opening or closing price), the transaction will be entered into on behalf of a Proprietary Trading Affiliate at the Proprietary Trading Affiliate’s risk. These trades are known as “guaranteed reference price trades”. Neither JSHK nor any Jane Street Affiliate will act as the RFQ Client’s agent to effect executions of guaranteed reference price trades in the marketplace and:

a) When JSHK arranges a guaranteed reference price trade, a Jane Street Affiliate is likely to trade the subject security and/or related instruments for hedging and other reasons. This trading is likely to have an adverse impact on the subject reference price; however, Jane Street Affiliates will always attempt to limit the amount of impact from any such activity; and
b) For any guaranteed reference price trade, JSHK reserves the right for Jane Street Affiliates to modify the terms by which the applicable reference price is calculated (but only to the extent reasonably required to account for a “Material Adverse Event” – as defined below) or, in its reasonable discretion, to cancel such transaction. For the purposes of this paragraph, a “Material Adverse Event” shall mean the occurrence of any of the following: (i) the widespread loss of connectivity to the primary stock exchange where the subject security or any underlying or reference securities or instruments are traded; (ii) the unscheduled closure of the primary stock exchange where the subject security or any underlying or reference securities or instruments are traded; (iii) the temporary suspension, halt or other curb in trading of the subject security or any underlying or reference securities or instruments; (iv) the failure of utility services; (v) the occurrence of a natural disaster, including (but not limited to) fires, floods, earthquakes, hurricanes or tsunamis; (vi) any act of war (declared or undeclared) or act of terrorism; (vii) the incorrect dissemination of a reference price due to a technological or other failure on the part of an issuer or pricing dissemination service; or (viii) the occurrence of any civil disturbance, including (but not limited to) labor strikes, large-scale political or social protests or riots, or other events beyond the reasonable anticipation or control of the relevant Jane Street Affiliate, but only to the extent that any such Material Adverse Event, in the reasonable judgment of that Jane Street Affiliate, makes the Jane Street Affiliate’s ability to honor the price commitment on its previously agreed-upon terms impossible or impractical.

Proprietary Trading Affiliate’s principal traders and trading systems (“principal traders”) are responsible for determining whether, and on what terms, Proprietary Trading Affiliates will commit principal liquidity. When considering whether a Proprietary Trading Affiliate will provide liquidity to an RFQ Client, principal traders will take into account any and all information regarding the RFQ Client’s order and trading behavior, including the RFQ Client’s identity (“counterparty information”). Principal traders will retain and use counterparty information in the course of any market making, trading and risk management activities conducted by Jane Street Affiliates (subject to applicable law, regulation and the policies described in these disclosures).

Client Facilitation

Where specifically agreed with you in advance, JSHK may arrange transactions in which you (a "Facilitation Client") agree that JSHK, or Jane Street Affiliates acting on JSHK’s behalf, may exercise discretion over terms on which Jane Street Affiliates will enter into a transaction with you as principal, obtain execution on your behalf in the marketplace as agent or do both in combination.

JSHK, or a Jane Street Affiliate on behalf of JSHK, may arrange transactions between Proprietary Trading Affiliates and Facilitation Clients in respect of all or part of a Facilitation Client’s order. JSHK, or a Jane Street Affiliate on behalf of JSHK, may also attempt to arrange executions on a Facilitation Client’s behalf on external market centers, in which case JSHK will arrange for Jane Street Affiliates to pass on fills in an agency or riskless principal capacity. Neither JSHK, nor Jane Street Affiliates on behalf of JSHK, will generally attempt to arrange negotiated trades for Facilitation Clients with unaffiliated OTC dealers.

When working orders for Facilitation Clients, JSHK will look for opportunities to provide principal liquidity which both satisfy the terms of a Facilitation Client’s order and allow Jane Street Affiliates to make a return on the transactions, including while executing other transactions to satisfy Jane Street’s own, competing trading interests and responding to competing orders from other counterparties. Neither JSHK nor any Jane Street Affiliate undertakes any obligation to disclose to you at any time that it is handling other counterparties’ orders or that it has orders trading ahead of, or at the same time as, your order. JSHK, and Jane Street Affiliate on behalf of JSHK, may execute transactions as part of their market making, risk management or other principal trading activities or for the benefit of another counterparty at a price that could satisfy a Facilitation Client’s order, leaving a Facilitation Client’s order unfilled or only partially filled.
Jane Street Affiliates have established and maintain internal policies and procedures, including information control and best execution procedures, to manage the potential conflicts of interest that may arise in the course of JSHK's client facilitation business. Additionally, JSHK will obtain your prior consent before JSHK, or any Jane Street Affiliate, exercises discretion over the terms on which Jane Street Affiliates will enter into a transaction with you and or obtain execution on your behalf in the marketplace and neither JSHK nor any Jane Street Affiliate will exercise such discretion or obtain such executions without your prior consent.

Bond Dealing Activities

When you place an order in respect of bonds and JSHK indicates a willingness to arrange for a Jane Street Affiliate to “work” that order, JSHK is indicating the willingness of a Jane Street Affiliate to attempt to enter into a transaction with you within the price, time and size parameters that you request. All quotes that are provided to you are indicative, and JSHK’s receipt of an order or any indication by JSHK that a Jane Street Affiliate is working an order does not create a contract between you and JSHK, or between you and any Jane Street Affiliate. No transaction or other contract will result from an order until and unless JSHK responds to you that the Jane Street Affiliate has filled or executed against some or all of the order, at which point you will assume the risks associated with the filled or executed order, including market risk and credit risk.

JSHK may publish indications of trading interest to you, and JSHK may also suggest both individual bonds trades and the composition of potential bond portfolio trades. In all cases, these communications represent expressions of a Jane Street Affiliate’s trading interest, based on a variety of factors including inventory and principal trading opinions. Jane Street Affiliates act solely as an arm's length counterparty when trading bonds with you and not act as agent, fiduciary, or advisor or in any similar capacity or undertake any of the duties that a person acting in any such capacity ordinarily would perform, and any statements made by JSHK, whether through its personnel, electronic systems or otherwise in the processing or execution of transactions should not be construed or relied upon as recommendations or advice and are based upon Jane Street Affiliates’ trading interests. JSHK expects you to evaluate the appropriateness of any transaction based on the facts and circumstances relevant to you and your assessment of the transaction's merits.

Compensation

Except to the extent that a Facilitation Client’s order is filled in an agency or riskless principal capacity, Jane Street Affiliates will enter into all transactions with you at risk and will realize a profit or loss on such transactions. Jane Street Affiliates are under common ownership and control with JSHK and are subject to certain transfer price arrangements pursuant to which certain monies will transfer to JSHK to pay for its services. Therefore, you should recognize that JSHK has an interest in quoting principal prices that are advantageous and profitable to Jane Street Affiliates.

Unless otherwise notified to you, principal prices JSHK provides reflect the “all-in” price inclusive of any spread, mark-up, or mark-down. The prices that JSHK provides to you may differ from those that JSHK and/or Jane Street Affiliates offer to other counterparties. Any price or other terms of a transaction may vary in the sole discretion of JSHK and the Jane Street Affiliates, depending on a broad range of transaction or counterparty specific factors, including: the overall size of the transaction, JSHK’s and Jane Street Affiliates' current trading interests, views and strategies, your previous trading behavior, JSHK’s and Jane Street Affiliates’ expenses associated with effecting the transaction, the credit and settlement risks associated with the transaction, a profit for Jane Street Affiliates, and the nature of JSHK and Jane Street Affiliates’ relationship with you, including the level of service that JSHK provides to you. The provision of principal liquidity by any Jane Street Affiliate is not independent from the interests of Jane Street Affiliates, including JSHK, which may conflict with, diverge from, or adversely impact your interests.
The principal-to-principal nature of Jane Street Affiliates’ trading and their role as dealers and market-makers give rise to inherent conflicts of interest between Jane Street Affiliates and their counterparties and among their counterparties with respect to whether, when, to what extent and at what prices Jane Street Affiliates execute a counterparty’s order. Jane Street Affiliates may execute a trade with you through liquidity sourced from another counterparty and Jane Street Affiliates may also receive additional compensation on, and fees for, the trade executed with our other counterparty. Jane Street Affiliates may have relationships with trading venues or clearing systems on which Jane Street Affiliates handle counterparty orders or trade requests and, as a result, may receive financial or other benefits that are not shared with you from such trading venues and clearing systems, including through participation in incentive programs. Jane Street Affiliates may also benefit from reduced transaction costs when executing through certain venues.

As market-makers and principal traders, Jane Street Affiliates will generally have a number of positions and execute against the competing orders of multiple counterparties, as well as trading to satisfy the Jane Street Affiliates’ own interests. As a result, Jane Street Affiliates may trade with others prior to, or alongside, pre-hedging or executing against a counterparty’s order. When you indicate an interest in a potential transaction or provide JSHK with a request to enter into a transaction, Jane Street Affiliates may use that information to engage in pre-hedging and hedging activities, with a view to facilitating your potential transaction or request. Jane Street Affiliates may enter into such transactions as principal for their own account, not as agent for you.

Erroneous Transactions

JSHK, and any Jane Street Affiliate on whose behalf JSHK arranges a transaction, reserves the right to adjust, cancel, correct or take any other appropriate actions when it reasonably deems an executed transaction to be erroneous in nature, and neither JSHK nor any Jane Street Affiliate shall have any responsibility for the adjustments, cancellations, corrections or other actions taken.

Restriction on Short Selling

You acknowledge that in certain jurisdictions (including Hong Kong) uncovered short selling of securities can be unlawful, and that restrictions apply to covered short selling. Whenever you sell securities subject to such restrictions to a Jane Street Affiliate, you acknowledge that, in relation to securities subject to short selling restrictions in Hong Kong, you have a presently exercisable and unconditional right to sell the securities, and in relation to securities subject to restrictions in any other jurisdiction you are selling in compliance with applicable law.

Hong Kong Client Identity Rule

The Hong Kong Client Identity Rule, introduced by the SFC, applies to JSHK, as a licensed corporation, that deals in securities that are listed or traded on The Stock Exchange of Hong Kong Limited, regardless of where such trades are effected. The SFC and/or one of the exchanges ("Regulators") can request that JSHK provide to them within two business days (or a shorter period in exceptional market conditions) client identity information such as the identity, address, occupation and contact details of the ultimate beneficiary, and the person or entity originating or ultimately responsible for originating the instruction for, or the person that stands to gain the commercial or economic benefit or bear the commercial or economic risks of, a transaction ("HK CID Information"). In this regard, you warrant and confirm that they:

a) will supply immediately to JSHK (or to the Regulators directly) the HK CID Information as requested by a Regulator;

b) agree that where you are acting as agent for and on behalf of another, you have in place arrangements which will ensure that your client will provide the HK CID Information to the you (or to the Regulators directly) upon request;
c) will continue to provide, or ensure that the your client provides, the HK CID Information as requested by the Regulators to JSHK (or to the Regulators directly) notwithstanding termination of JSHK’s services to you in relation to any transactions undertaken by JSHK prior to such termination;

d) any right to confidentiality or any benefit of secrecy with respect to HK CID Information under any applicable secrecy laws of the ultimate beneficiary of, or the person responsible for originating or ultimately responsible for originating the instruction for, the transaction has been validly and irrevocably waived by them; and

e) if any HK CID Information is available to JSHK, JSHK is expressly authorised to release to the Regulators, upon the Regulator’s request, the HK CID Information.

JSHK must refuse the business of those who are not prepared to provide the HK CID Information to the Regulators within two business days of a request to do so.

Trading of Futures, Options, Securities and Exchange-Traded Products

JSHK is not licensed under the Securities and Futures Ordinance (“SFO”) to carry on Type 4 (advising on securities) or Type 5 (advising on futures contracts) regulated activities, and so JSHK does not provide any services that would require such a license. JSHK may provide advice which is incidental to Type 1 (dealing on securities) and Type 2 (dealing in futures contracts) regulated activities.

Before trading futures or options, or investing in securities including (without limitations) exchange-traded products (“ETPs”) such as exchange-traded funds (“ETFs”) or exchange-traded notes (“ETNs”), you should carefully consider the nature of the products in which they are investing.

Issuers of ETPs file documents such as prospectuses, with their home state regulator. Such registration documents contain information regarding the investment objectives, risks, charges and expenses of ETPs, among other things. For complete information on a product, you should obtain and read the relevant documents submitted by the issuer of the ETP to the relevant regulatory body. In most countries, including in the U.S., these and other documents can be obtained for free by visiting the relevant regulators website, such as EDGAR on the SEC website at www.sec.gov. You may also obtain a copy of these materials from the issuer of the ETP.

Leveraged and inverse ETPs, in particular, may carry unique risks, including leverage, derivatives, complex investment strategies and compounding risk. These ETPs may not be suitable for all investors as they are often intended for tactical trading rather than long-term investing and thus require active monitoring and management.

ETPs are not individually redeemable and ETPs may only be redeemed in creation unit size aggregations by authorized participants. Certain ETPs are only redeemable on an “in-kind” basis, though the public trading price of a redeemable lot may differ from the net asset value, as ETPs may trade at a discount or premium to their net asset value.

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your
own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

Complaints

Any party who wishes to lodge a complaint related to the activities of JSHK or any of its current or former personnel may do so in any of the following manners:

- By mailing the complaint to JSHK’s offices at 15th Floor, Chater House, 8 Connaught Road Central, Hong Kong. Attention: Compliance
- By phoning JSHK's offices at +852 3900 7420 and asking to speak with Compliance; or
- By sending an email to hkg-compliance@janestreet.com

In order to best track and respond to client complaints, JSHK urges you to lodge any complaint via the email address provided above.

Acceptance

By using JSHK services you acknowledge and consent to be bound by the terms set out in this Client Disclosure.

Dated April 2020. Jane Street Hong Kong Limited reserves the right to modify these disclosures at any time without prior notice.
Jane Street Hong Kong Limited ("JSHK")
Policy Statement relating to the Personal Data (Privacy) Ordinance (Privacy Notice)

1 Introduction

1.1 JSHK is committed to safeguarding the personal data it collects and holds in connection with the business that it is authorised to provide to clients in the Hong Kong Special Administrative Region ("Hong Kong"). "Clients" means prospective, existing and former client entities of JSHK.

1.2 This Privacy Notice describes the personal data that JSHK may collect and hold, how JSHK may use, manage and process this personal data, and to whom it may disclose the personal data.

1.3 In this Privacy Notice, "JSHK" means JSHK Limited and/or any other Jane Street Group entities (collectively "Jane Street Affiliates").

2 Personal data we collect

2.1 JSHK's operations in Hong Kong do not include direct business relationships with individual clients. However, from time to time, JSHK may need to collect personal data in connection with JSHK's dealings with its Clients and "Know Your Client" obligations associated with these business dealings. This may include the collection of certain personal data about the directors, authorised personnel, authorised signatories, beneficial owners, trustees, partners, relevant staff and employees, other associates of, or persons exercising control over the Clients ("Relevant Individuals"). Personal data of Relevant Individuals may also be collected by JSHK's Clients and provided to JSHK in the ordinary course of the continuation of JSHK's relationship with its Clients. JSHK needs to collect and use the data of the Relevant Individuals because of its roles and capacity with the Clients.

2.2 Failure to supply personal data required by JSHK may result in JSHK being unable to continue provide services to its Clients.

2.3 The personal data JSHK may collect may include details of a Relevant Individual's name, residential address, date or place of birth, unique identification number(s) such as tax identification or equivalent number(s), background information (which may include demographic data relating to education, career, family or financial background), telephone number, email address or other contact details, information about their place of work and position title, information generated in the ordinary course of a banking/financial relationship with JSHK, or any other information from which the Relevant Individual can be identified, whether in electronic form or otherwise. JSHK will collect most of this personal data directly from its Clients. However, JSHK may also collect personal data from publicly available resources, or receive or derive personal data in the course of JSHK's relationship with its Clients.

2.4 A Client must ensure that its Relevant Individuals are made aware of how JSHK will collect, use and process their personal data. Whenever the Client provides JSHK with personal data about a Relevant Individual, the Client warrants, and it shall be deemed, that it has provided this Privacy Notice and a Personal Information Collection Statement (as required by law) to its Relevant Individuals and (if necessary) have obtained written consents from its Relevant Individuals for such information to be held, processed, used, disclosed and transferred (including international transfer) in accordance with this Privacy Notice (including any amendment thereto). The Client also agrees to provide JSHK with evidence of such consent as and when requested by JSHK and shall inform JSHK immediately if such consent is revoked by any Relevant Individual.
3 Purposes of use

3.1 The purpose for which personal data relating to a Relevant Individual is used is incidental to JSHK dealing with the respective Client. The purposes for which personal data relating to a Relevant Individual may be used are as follows:

(i) providing services to Clients (including identifying and verifying the identity of Relevant Individuals, existing or future Client due diligence, developing JSHK’s services to its Clients);
(ii) for managing risks and internal controls;
(iii) soliciting and selling, and providing information about securities and financial instruments to Clients;
(iv) offering or providing information to Clients about the instruments or services of JSHK Affiliates and partners;
(v) determining the appropriateness of financial instruments or services offered or to be offered to Clients taking into consideration relevant suitability requirements;
(vi) confirming that a Client acts as principal or as agent for the principal in accordance with relevant laws and regulations;
(vii) confirming the qualifications and other experience requirements of Relevant Individuals that a Client must satisfy to use financial instruments or services offered or to be offered by JSHK;
(viii) obtaining necessary business or credit approvals for transactions with Clients;
(ix) market research, data analysis, questionnaires, etc. to allow JSHK to study and develop financial instruments and services;
(x) ensuring commensurate controls implemented by outsourced services providers to protect personal data (where all or part of the personal data processing is outsourced to other business operators);
(xi) exercising rights and performing obligations under any contracts with Clients or under any applicable laws and regulations;
(xii) maintaining contact information with Clients;
(xiii) providing messages relevant to JSHK’s relationships with Clients (including greeting cards or providing information about seminars, receptions, events, responding to Clients’ queries or requests etc.);
(xiv) cancelling transactions or managing the paperwork process after transactions are cancelled;
(xv) ensuring appropriate and smooth execution of transactions with Clients;
(xvi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to JSHK according to:
   a. any law within or outside Hong Kong existing currently and in the future;
   b. any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future;
   c. any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on JSHK 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; or
   d. JSHK’s policies and procedures.
(xvii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Jane Street Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
(xviii) enhancing JSHK operational, technology, finance, compliance and other support function efficiencies;
(xix) handling complaints and managing legal matters and disputes (including litigation, mediation and arbitration);
3.2 JSHK may also record any communications made between Clients/Relevant Individuals and JSHK (including telephone calls). JSHK will use these recordings to check Client instructions made to JSHK, for identification, investigation, regulatory, fraud prevention, training and quality purposes and to analyse, assess and improve JSHK’s services. For security purposes and to prevent and detect crime, JSHK may use CCTV in and around its premises to monitor and collect images or voice recordings (or both).

3.3 To the extent required by applicable law or regulation or where required for the conduct of business, JSHK will notify and/or seek consent from its Clients if JSHK needs to collect additional personal data or process personal data for further purposes not set out above. The Clients will need to notify and seek the relevant consent from the Relevant Individuals.

4 Disclosure and retention of personal data of a Relevant Individual

4.1 JSHK will keep personal data supplied by its Clients confidential. However, JSHK may transfer or disclose the personal data supplied by its Clients with the classes or persons listed below. The classes of persons listed below may be in and outside Hong Kong for the purposes set out in paragraph 3 above:

(i) employees, officers or directors of JSHK or a Jane Street Affiliate;
(ii) any agent, contractor, sub-contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to JSHK in connection with the operation of its business or any person to whom JSHK outsource any service in accordance with applicable laws and regulations;
(iii) any other person under a duty of confidentiality to JSHK including a Jane Street Affiliate which has undertaken to keep such information confidential;
(iv) any person to whom JSHK is required to make disclosure under the requirements of any law applying to JSHK, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which JSHK are expected to comply, or any disclosure pursuant to any contractual or other commitment of JSHK with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
(v) companies and/or intermediaries JSHK may deal with in the course of processing transactions;
(vi) any party to whom JSHK may transfer its rights and/or obligations, or any third party as a result of any restructure, sale or acquisition of any business or shares in a company that is a Jane Street Affiliate, on the basis that the recipient is notified to use the personal data for the same purpose as it was original supplied to JSHK and/or used by JSHK;
(vii) any:
   a. Jane Street Affiliates;
   b. third party financial institutions, insurers, securities and investment services providers, clearing houses, depositaries; and
   c. external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies), that JSHK engages for the purposes set out in this Privacy Notice; or
(viii) any court of competent jurisdiction in defence of claims or enforcement of rights, or any agreed forum for alternative dispute resolution.

4.2 JSHK will keep personal data supplied by its Clients for as long as permitted for legitimate business purposes, to help prevent fraud and other financial crime, and for other legal and regulatory reasons.
4.3 If JSHK has reasons to believe that the Client or any Relevant Individual is required to report income or is subject to tax in another country, JSHK may be required to share personal data of such Relevant Individuals held with JSHK with the Hong Kong or other relevant tax authorities, either directly or via the local tax authority who may share that information with the appropriate tax authorities abroad. JSHK may also share personal and other information if it has a duty to do so or if the law, public interest, or JSHK’s terms and conditions allow it to do so, including sharing information with regulators and authorities, in Hong Kong and overseas, in connection with their duties (such as crime prevention).

4.4 Personal data subject to this Privacy Notice may be transferred to locations outside Hong Kong to classes of persons (as set out above) in jurisdictions where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (“Privacy Ordinance”).

5 Marketing

5.1 JSHK may use any Relevant Individual’s personal data in direct marketing to the Client, in the official capacity of such Relevant Individual. In this connection, the Client should note, and bring to the attention of its Relevant Individuals that:
(i) the name, contact details of Relevant Individuals held by JSHK from time to time may be used by JSHK in direct marketing of its services and products to the Client; and
(ii) the above services and products may be provided by JSHK and/or Jane Street Affiliates.

5.2 If a Relevant Individual does not wish JSHK to use his/her data for use in direct marketing to the Client as described above, he/she may exercise his/her opt-out right by notifying JSHK using the contact details set out in this Privacy Notice. After a Relevant Individual has so exercised his or her opt-out right, the Client undertakes to provide JSHK with the contact details of another Relevant Individual for use in direct marketing to the Client as described above.

5.3 For the avoidance of doubt, JSHK will not use the personal data of any Relevant Individual of the Client for direct marketing purposes other than as set out above.

6 Managing personal data

6.1 To ensure proper handling of personal data, JSHK will review this Privacy Notice from time to time and may notify its Client of any changes accordingly, whether online via an electronic medium or otherwise. The Client warrants and undertakes to provide its Relevant Individuals with the updated Privacy Notice without delay and agrees to provide JSHK with evidence that it has done so as and when requested by JSHK. To the extent required by law, the Client also warrants to obtain the consent of the Relevant Individual to any change in purpose in the use of their personal data.

6.2 Under and in accordance with the provisions of the Privacy Ordinance, any Relevant Individual has the right:
(i) to check whether JSHK holds data about them and of access to such data;
(ii) to require JSHK to correct any data relating to them which is inaccurate; and
(iii) to ascertain JSHK’s policies and practices in relation to data and to be informed of the kind of personal data held by JSHK.

6.3 In accordance with the provisions of the Privacy Ordinance, JSHK has the right to charge a reasonable fee for the processing of any data access request.

6.4 The person who handles 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 Privacy Officer – Compliance
Suite 1506 – 1510, Chater House, Connaught Road, Central, Hong Kong
Email: hkg-compliance@janestreet.com

6.5 Nothing in this Privacy Notice shall limit the rights of Clients or Relevant Individuals under the Privacy Ordinance.

7 Acceptance

By using our services the Client acknowledge and agree to be bound by the terms set out in this Privacy Notice.

This Privacy Notice is effective 30 March 2016.