

# Data Protection Notice (Providers)

*Reversion: 9 November 2025*

JC Learning is operated by JC Human Resources Limited.

## 1. Purpose & Scope

This Notice explains how JC Learning (“the Platform”) processes personal data in connection with Provider onboarding, course delivery, and payouts.

It should be read with the Master Provider Agreement, Refunds & Cancellations Policy, Content Standards & Acceptable Use Policy, Assessment & Certificate Terms, and the Glossary of Defined Terms, as well as Annex A – Plan Schedule (for plan-specific data visibility rules).

This Notice complies with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong and applicable international data-protection principles.

## 2. Roles

**2.1 Controller:** For learner accounts, purchases, support tickets, and Platform operations, JC Learning acts as a Data Controller.

**2.2 Processor (employer cohorts):** Where an employer is the client and instructs the Platform to deliver a cohort, JC Learning may process learner data as a Data Processor on behalf of the employer (the Controller) under a Data Processing Agreement (DPA).

## 3. Data We Process

**3.1 Business contact data (Providers):** name, role, work email, phone, company details, payment/billing contacts.

**3.2 Operational data:** course listings, schedules, assets, enrolments, progress and completion records in the Platform’s Course System (PCS), assessment attempts and scores (auto-graded and manual, one assessment attempt only — no retries offered), and issued certificates.

**3.3 Transactional data:** orders, receipts, payout statements, and processor reference IDs.

**3.4 Support data:** messages, attachments, error logs, and metadata relevant to resolving issues.

## 4. Sharing & Disclosure

4.1 **Processors:** We use vetted service providers (e.g., payment processors, cloud hosting, email delivery) to deliver the services.

4.2 **Employers (cohorts):** For employer-sponsored cohorts, learner-level details may be shared with the employer strictly to evidence training or attendance.

4.3 **Providers:** Learner-level data is shared with Providers only where the learner has given explicit consent during checkout or account setup (or under a corporate cohort authorised by the employer). Otherwise, Providers receive aggregated statistics by default.

4.4 **Legal:** We may disclose information where required by law, court order, or to protect rights, safety, or security.

## 5. Provider Obligations

5.1 Providers must not export, copy, resell, or reuse learner personal data outside the Platform except as permitted by this Notice, the Master Provider Agreement, or a DPA.

5.2 Providers must protect any data accessed via the Platform and use it only for course delivery and learner support — not for unrelated marketing, profiling, or AI/ML training without explicit consent and a DPA.

5.3 Where manual (Pro Plan) assessments are used, Providers must handle learners' submitted answers and grades as personal data under this Notice and delete or anonymise them once certificate issuance is complete.

## 6. Retention

We retain personal data for as long as reasonably necessary for the purposes described, including audit, accounting, and legal requirements.

Financial records are retained for at least seven (7) years in line with statutory obligations.

## 7. Security Measures

- Encrypted transmission (TLS) and encryption at rest for stored data where supported.
- Access controls based on least privilege and role-based permissions; periodic access reviews.
- Multi-factor authentication for administrative access where supported.
- Network protections such as firewalls and anti-DDoS/WAF services provided by infrastructure partners.

- Secure software development practices, vulnerability management, and regular patching.
- Backups and business continuity measures for critical systems.
- Incident response procedures, including investigation and, where required by law, notification to affected parties.

These controls are reviewed periodically and may evolve as threats and best practices change.

## 8. International Transfers

Where personal data is transferred outside Hong Kong or the jurisdiction of origin, we apply appropriate safeguards consistent with applicable law (e.g., contractual protections or recognised transfer mechanisms).

## 9. Individual Rights

Subject to applicable law, individuals may request access to, correction of, or deletion of their personal data, or object to or limit certain processing.

Requests can be submitted to [info@jchrhk.com](mailto:info@jchrhk.com). We may need to verify identity before acting on a request.

## 10. Contact

For questions about this Notice or our data practices, contact: [info@jchrhk.com](mailto:info@jchrhk.com)

## 11. Updates

This Notice may be updated from time to time. Material changes will be notified in advance via the Platform.

The latest version is always available at JC's Provider Legal Page.

**Note:** This document forms part of the JC Learning Provider Legal Framework.

By submitting the Provider Application Form or publishing content on the Platform, you agree to be bound by the current version of this document and the Master Provider Agreement.

The latest versions of all documents are available at JC's Provider Legal & Policy Center