

# Privacy Policy Statement

## Definitions

### In this Privacy Policy Statement:

“Company” means the company in Infinitus Group.

“Platform” means the Company’s mobile software tool.

“You”, “Subscriber” or “User” means any person or organization who or which browses and/or uses Platform

“Business Partner” or “Partner” means a supplier and/or other entity which has business relations with Company.

## 1. Protection of Personal Information

- a. Company respects and devotedly protects your personal information in compliance with the **Personal Data (Privacy) Ordinance** of the Hong Kong Special Administration Region, and offers protection at the standard higher than the requirements of the Ordinance where possible. We make our best endeavour to ensure that Company’s employees and Partners fully abide by this Privacy Policy.
- b. Company complies with other internationally recognized personal data protection laws and standards that are applicable in Hong Kong.
- c. Without your consent, Company will not disclose, transfer, rent or sell to any third party subscriber list, browsing history and transaction record that contain personal information, as well as private contents saved by Subscribers on Platform, unless:
  - i. Company has obtained your prior consent;
  - ii. It is so required by the laws of the Hong Kong Special Administration Region; or
  - iii. It is so required for performance of service agreements in relation to products.

## 2. Information We Collect

- a. The personal information that we collect and maintain includes but is not limited to:
  - i. Name and identification document number;
  - ii. Copy of identification document (including identity card and travel document);
  - iii. Bank account number and/or copies of the related documents;
  - iv. Contact details, including phone number, fax number, address, email address and etc.;
  - v. Date of birth and gender;

- vi. Result, record and accumulated record of interactive contents browsed;
- vii. Inquiry, suggestion or comment;
- viii. Consumption record; and
- ix. Details of the computer operation system and online service providers.

### **3. Purposes of Collecting Personal Information**

- a. The information that we collect or You provide may be used for at least one of the following purposes (your prior consent, including your expression of no objection, will be obtained as the case may be):
  - i. Releasing information about our products and services, activities, competitions, promotions and projects;
  - ii. Enabling You to have tailed and pleasant shopping experience when You shop on Platform, and providing personalized marketing information, for which we edit web advertisements and contents;
  - iii. Handling your orders for our and our affiliated companies' products and services and settling the payments;
  - iv. Answering your inquiry;
  - v. Offering membership registration, discount and bonus;
  - vi. Collecting and analysing statistical information, and producing anonymous reports for internal and external (inter-regional transmission may be required) research organisations;
  - vii. Conducting research on customers, products or services;
  - viii. Conducting assessment to further improve the quality of products and services;
  - ix. Achieving the purposes in direct relation to the above; or
  - x. Enabling us or our agents to use your name and contact details for direct sales promotion of our membership and/or products.
- b. Provision of personal information is voluntary. We will not use personal information for any other purposes which may be in breach of privacy. We will obtain your permission before using your personal information for any other purposes which are not specified in this Privacy Policy Statement.
- c. If You do not want us to use your personal information for the aforementioned purposes or for the purposes of direct sales promotion, You may at any time notify us via email: [ContactUs.HK@infinitus-int.com](mailto:ContactUs.HK@infinitus-int.com).

### **4. Protection of User's Registered Information**

- a. Subscriber may authorise Company to disclose Subscriber's registered information to

Business Partners. Company will not disclose Subscriber's name, home address, correspondence address, email address, phone number or user number to the public, unless:

- i. Company has obtained Subscriber's expressed authorisation in advance;
- ii. Company is so required to provide User's personal information by an effective court order or judgement, or law or by-law, or the competent government authority;
- iii. It is so required to protect public interests and/or Company's legitimate interests; or
- iv. Company has the right to analyse the whole user database and apply user database to business operations, provided that no individual user's private information be disclosed.

b. In any of the above events, Company will prompt Business Partners to assume the same responsibility for protecting Subscribers' privacy as Company's.

## **5. Information Security**

a. Company makes its best endeavour to assure the security of Users' information by means of guideline, technology and software.

## **6. Data Transmission Statement**

a. All the personal information You provide us is kept in confidence and protected. However, we may for the aforementioned purposes of collecting personal information provide, transmit or disclose the relevant information to the below party or parties (in Hong Kong or overseas): -

- i. Our subsidiaries, affiliated companies and other related companies for the provision of Infinitus' products/services;
- ii. Our Partners (for example, when we need to use your information with a product supplier to activate, register and improve a product);
- iii. Persons who assists us in implementing this Privacy Policy;
- iv. Agents, contractors or service providers who provide services for us in relation to administration, order processing, settlement of payment, credit reference, recovery of overdue payment and our business operations;
- v. Persons and companies who are bound by confidentiality agreements with us; and
- vi. Persons to whom we are obliged to disclose the relevant information under the applicable laws.

## **7. Inspection, Correction and Deletion of Personal Information**

- a. You have the right to inspect and correct your personal information in our possession. Please make sure that the information provided is correct for the reason that such information may be used for the verification of your identity. If You wish to enquire, inspect, copy, insert, correct or delete, or to cease computer processing or using, your personal information, You can contact Company via email, [ContactUs.HK@infinitus-int.com](mailto:ContactUs.HK@infinitus-int.com).
- b. In the event that You voluntarily present a copy of your identity card to Company for verification purposes, Company will destroy such copy within a reasonable period of time after your information is verified.
- c. You may at any time close your account with us. If, after closing the account, You wish to delete all the registration and login information of yours, Company will delete all such information and the information in relation to your account within a reasonable period of time after receipt of your inquiry. Otherwise, we shall have the right to keep such information for 7 years or within a period of time as permitted by the local laws (whichever shorter).

## **8. Cookie**

- a. Platform uses cookies for the purposes of providing better services. When You enter into Platform again, You will be identified by our cookies that allows us to provide more personalised services. We will provide products and services which better suit your needs in accordance with your personal information. Most browsers automatically accept cookies. You may choose not to accept cookies on your computer. If You choose not to accept cookies, You may not be able to log in the website or use some of our services on Platform.

## **9. Confidentiality and Security**

- a. Company's employees or contractors can get access to your personal information only to the extent of providing products or services to You. To protect your account and personal information, please do not disclose your personal account or password to any third party or allow any third party to open an account and obtain the password with your personal information. Otherwise, You will be solely responsible for the liability therefor. If You believe that your account or password is leaked, please change your password immediately, or inform Company to suspend that account (Company will require verification of your personal information). Transmitting data on the Internet is unsafe. When You use Platform, please avoid using wifi service which does not

provide encryption or using public computer, or disclosing sensitive personal information to others or on the Internet.

#### **10. Other Websites**

- a. When You click the link of another website or advertisement, You will get access to a third party website or the website of our subsidiary, where You will be bound by the privacy policy thereof. In the above circumstances, we are not responsible for any activities outside our own website or Platform. We are also not responsible for any privacy or security policy of such third party website or any legal liability.

#### **11. Legal Protection**

- a. This Statement does not restrict the rights You are entitled under the **Personal Data (Privacy) Ordinance**.

#### **12. Amendments to the Privacy Policy**

- a. Company may make amendments to Platform's policy from time to time according to change of market environment and make announcements thereof on Platform. You shall constantly pay attention to the change of Platform's policy. Your continuous use of Platform's services after the amendment to Company's Privacy Policy means that You agree with such amendment. If Subscriber has any question about Company's Privacy Policy, please contact us via email, [ContactUs.HK@infinitus-int.com](mailto:ContactUs.HK@infinitus-int.com).

#### **13. Translation**

- a. The translation of this Policy in any language is provided for the purpose of convenience only and is not intended to make any modification to this Policy. Should there be any conflict between the English version of this Policy and the version in any other language, the English version shall prevail.