

## CELETIO SOFTWARE TOKEN PRIVACY POLICY

**Celetio Investments Limited (“Celetio”)** developed and built the **Celetio Software Token Application (“Service”)**. The Service is provided by Celetio to end-users (“**you**”) at no cost and is intended for use as is.

This Privacy Policy (“**Policy**”) is used to inform you regarding Celetio policies with the collection, use, and disclosure of Personally Identifiable Information (“**PII**”) upon your decision to use the Service.

If you choose to use the Service, then you agree to the collection and use of information in relation to this Policy. The PII that we collect is used for providing and improving the Service only. We will not use or share your information with anyone except as described in this Policy.

The terms used in this Policy have the same meanings as in our Terms and Conditions (if any), which are accessible within the Service, unless otherwise defined in this Policy.

### INFORMATION COLLECTION & USE

For a better experience, while using the Service, Celetio may require you to provide certain PII, including but not limited to the following:-

- 1) **Camera – to scan QR Synchronization Codes;** and
- 2) **Device Data – to record unique smartphone identity information.**

The PII requested will be retained by Celetio and used as described in this Policy.

The Service does use third-party services/platforms that may collect PII used to identify you, including but not limited to the following:-

- **Licensed Companies** and the relevant **Mobile/Web Securities Trading Application(s)** that are synchronized with this Service;
- **Google LLC.** and **Google Play** to manage this Service;
- **Apple Inc.** and **Apple App Store** to manage this Service; or
- Other platform providers as applicable.

### ERROR LOG DATA

Whenever you use the Service, in the case of an error Celetio shall collect logged data and information on your device. This may include PII such as your device Internet Protocol address, device name, operating system version, the configuration of the Service, the time and date of your use of the Service, and other relevant statistics.

### COOKIES

Cookies are files with small amount of data that are commonly used as an anonymous unique identifier. These are sent to your browser from the website that you visit and are stored on your device’s internal memory.

The Service does not use these Cookies explicitly. However, the Service may use third-party code and libraries that use Cookies to collect information and to improve functionality. You have the option to either accept or refuse these Cookies and to know when a Cookie is being sent to your device. If you choose to refuse certain Cookies, you may not be able to use certain portions of the Service.

### THIRD-PARTY DISCLOSURE

Celetio may employ third-party companies and individuals due to the following reasons:-

- To facilitate the Service;
- To provide the Service on behalf of Celetio;
- To perform Service-related tasks; or
- To assist us in analyzing how the Service is used.

Celetio informs you that these third-parties have access to your PII on a strictly need-to-have basis, and Celetio endeavours to protect your PII and also to promptly inform you of any potential or actual disclosure of PII to any third-parties, whether intentionally or unintentionally. All third-parties are contractually prohibited from disclosing or using any PII for any other purpose, however Celetio cannot guarantee or warrant that there shall be no such failures.

## **SECURITY & RELIABILITY**

Celetio values your trust in providing us your PII, and thus Celetio endeavours to use commercially acceptable means of protecting it. However no method of transmission over the Internet, or method of electronic storage, is 100% secure and reliable, and Celetio cannot guarantee, warrant or take sole responsibility for such failures.

## **EXTERNAL LINKS**

The Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by Celetio, and therefore Celetio has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party sites.

## **PRIVACY OBJECTION**

If you have any objection to any part of this Policy, please immediately stop using the Service and contact Celetio immediately. Celetio shall make best efforts to promptly, and to the greatest possible extent, return or destroy your PII.

## **CHILDREN'S PRIVACY**

This Service is not intended for use by minors. Celetio does not knowingly collect PII from children under 13. In the case we discover that a child under 13 has provided PII, Celetio shall immediately delete this information from all servers. If you are a parent or guardian and you are aware that your child has provided PII, please inform Celetio as soon as possible.

## **GOVERNING LAW**

This Policy shall be governed in accordance with the Laws of the Hong Kong Special Administrative Region, and in particular shall comply with the Personal Data (Privacy) Ordinance (Cap. 486) to the greatest possible extent.

## **CHANGES TO POLICY**

Celetio may update the Policy from time to time. Thus, you are advised to review this page periodically for any changes. Celetio will notify you of any changes by posting the new or amended Policy on this page. These changes are effective immediately after they are posted on this page, irrespective of the date of your awareness.

## **CONTACT US**

If you have any questions or suggestions about this Policy, do not hesitate to contact Celetio:-

Celetio Limited

- E-mail: [info@celetio.com.hk](mailto:info@celetio.com.hk)
- Phone: (852) 2542 1602
- Address: Room 2202-3, China Insurance Group Building, 141 Des Voeux Rd, Central, Hong Kong

## **LEGAL NOTICE & DISCLAIMER**

### **COPYRIGHT NOTICE**

All rights reserved, Celetio Limited (“Celetio”). Unless otherwise indicated, all materials and contents, including data and source code, found on this Service/Application/Website/Product (“Service”) are subject to and protected by copyright owned by Celetio under the Hong Kong Copyright Ordinance (Cap. 528), or other relevant third parties where applicable. Any unauthorized reproduction, publication or distribution is prohibited.

### **NO WARRANTY**

This Service is provided “as is” without any representations or warranties, express or implied. Celetio makes no representations or warranties in relation to this Service or the information and materials provided on this Service. Without prejudice to the aforementioned, Celetio does not warrant that the information on this Service is complete, true or accurate. Nothing on this Service constitutes, or is meant to constitute, advice of any kind.

### **LIMITED LIABILITY**

Celetio will not be liable to you (whether under the law of contract, torts or otherwise) in relation to the contents of, or the use of, or otherwise in connection with, this Service.

### **USER AGREEMENT**

By using this Service, you agree that the terms set out in this Legal Notice & Disclaimer are reasonable.