

ESAM TRADING APP PRIVACY POLICY

Emperio Securities And Assets Management Limited (“ESAM”) and Infocast Limited (“Infocast”) (together, “we” or “us”) developed and built the ESAM trading Application (the “Service”). The Service is intended to be provided by ESAM to end-users (“you”) at no cost and is intended for use as is.

This Privacy Policy (“Policy”) is used to inform you regarding our policies with respect to 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.

INFORMATION COLLECTION & USE

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

1) Device Data – to record unique smartphone identity information.

The PII requested will be retained by us and will be 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, we will 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 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 collection 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

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

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

We inform you that these third-parties have access to your PII on a strictly need-to-have basis, and we endeavour 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 purposes, however we do not guarantee or warrant that there will be no such failures or undertake any responsibility for any of such failures.

SECURITY & RELIABILITY

We value your trust in providing us your PII, and thus we endeavour 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 we cannot guarantee, warrant or undertake any responsibility for any of such failures.

EXTERNAL HYPERLINKS

The Service may contain hyperlinks to other websites. If you click on a third-party hyperlink, you

will be directed to that website. Note that these external websites are not related or are not operated by us, and therefore we have no control over and assume no responsibility for the contents, privacy policies, or practices of any third-party websites.

PRIVACY OBJECTION

If you have any objection to any part of this Policy, please immediately stop using the Service and contact us immediately. We 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. We do not knowingly collect PII from children under 13. In the case we discover that a child under 13 has provided PII, ESAM 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 us 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

We may update the Policy from time to time. Thus, you are advised to review this page periodically for any changes. We 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 us (ESAM) immediately.

- E-mail: cs@emperiosecurities.com
- Phone: (852) 2190 7300
- Address: 28/F, AT Tower, 180 Electric Road, North Point, Hong Kong

LEGAL NOTICE & DISCLAIMER

COPYRIGHT NOTICE

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NO WARRANTY

This Service is provided “as is” without any representations or warranties, express or implied. ESAM make no representations or warranties in relation to this Service or the information and materials provided on this Service. Without prejudice to the aforementioned, we do not warrant that:

- the information on this Service will be constantly available, or available at all; or
- the information on this Service is complete, true or accurate, up-to-date or non-misleading. Nothing on this Service constitutes, or is meant to constitute, advice of any kind.

LIMITED LIABILITY

We 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.