

## **iTeam's Commitment to Protect Your Privacy**

Mirai Softech and where applicable, each of its subsidiaries (together "Mirai" or "iTeam"), are committed to ensuring the privacy and security of the Personal Data (as defined below) they hold. Mirai aims to meet this commitment by implementing the principles and requirements of the Personal Data (Privacy) Ordinance ("the Ordinance") of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). This Privacy Policy Statement is intended to explain Mirai's privacy practices.

For the purpose of this Privacy Policy Statement, "subsidiaries" of Mirai refer to the "subsidiaries" of Mirai Softech as set out in the annual report of Mirai Softech.

## **Collection of Personal Data**

From time to time and for the purpose of carrying on Mirai's businesses and operations, including the provision of services to you, you may be requested to supply data that may directly or indirectly identify you or other person(s) as an individual ("Personal Data") such as, but not limited to, the following:

- Information about you such as your full name, date of birth, gender, nationality, marital status, educational background, professional qualifications, employment history, public appointments, awards and recognitions and community services;
- Photographs and other images of yours and biometric data, such as your voice, voice ID, thumb ID and facial recognition data;
- Contact details such as email address, mailing and residential address, telephone/mobile number, and fax number;
- Unique identifiers or personal identifiers for the account and other programmes managed and/or operated by Mirai, including but not limited to the account number and any other loyalty / reward programmes and initiatives managed and/or operated by Mirai (as applicable) and the relevant login credentials;
- Your usage, transactional and activity records of the services and provided and/or operated by Mirai, including but not limited to those under your account and loyalty / reward programmes and/or other initiatives (as applicable);

- Information collected in your application for iTeam account (“Account”), Account number and details of use of product and services under your account;
- Information for verification of identity, including identification type and identification number (such as your Hong Kong Identity Card and passport number) and other related information;
- Payment information such as card holder name, your credit or debit card number and expiry date, information about your bank account or other payment services, billing address and other information;
- Your interests, preferences and opinions and your responses to market surveys and contests conducted by Mirai or on its behalf;
- Details of other transactions or purchase or use of product or services with Mirai or iTeam or their respective business partners;
- Information Mirai collects about you when you use Mirai’s websites (“Websites”), mobile applications (“Apps”), web pages (including social media pages) (“Web Pages”) and systems , e.g. general diagnostic and usage data, geographic location of your device, details about your device, technical information (e.g. IP address, your log-in information, browser type and version, any unique device identifiers etc.), information about your visit (e.g. the full URL, clickstream to, through and from Mirai’s Websites, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and browsing history, etc.);
- Any other Personal Data and/or information provided by you, acquired and/or came into existence during the establishment or maintenance of business relationship for the performance of contracts or for compliance with laws, regulations and regulatory requirements.

Supply of Personal Data to Mirai is non-obligatory, but failure to do so may result in Mirai being unable to process your application(s) or to provide services to you.

Occasionally, you may need to provide Personal Data about other individuals to Mirai (e.g. children or assigned person of responsibility). In that event, to comply with the Ordinance

and any other applicable laws, regulations and requirements, you are required to have first obtained the authorisation of such individuals before using, disclosing and transferring their Personal Data, including giving consent on their behalf to Mirai's possible use, disclosure and transfer of their Personal Data. You agree to, upon Mirai's request, provide any supporting documents which may be necessary to prove such authorisation. You also agree to procure and ensure that they have made access to this Privacy Policy Statement and advise them that Mirai can be contacted for further information.

### **Use of Personal Data**

Your Personal Data may be used for the following purposes:-

- Providing services and support or performing transactions and administration work related to the following operations of Mirai, including but not limited to:
  - a. Mirai's core operations of website and application development in services, programmes and/or initiatives including but not limited to loyalty / reward programmes and customer support services (whether provided and/or offered online or offline).
- Operating and managing any membership and loyalty / reward programmes, including but not limited to:
  - a. the enrolment and management of memberships and accounts;
  - b. the identification, verification and determination of eligibility for earning, accumulating and redeeming the privileges and benefits;
  - c. the processing, distribution and usage of privileges (whether through Mirai, iTeam and/or any other third party partners under the relevant programme);
  - d. the handling of the associated transfer, migration and synchronisation of data (including Personal Data) across accounts in the membership programmes, loyalty / reward programmes and the like operated by Mirai, any iTeam and/or business partners; and/or

e. the operation, maintenance, administration, customer data analysis thereof and all incidental matters.

- Processing your application, subscription, order, request and/or enquires for, or in relation to Mirai's services as set out in paragraph 1;
- Contacting you for the purpose of and/or in relation to the provision of Mirai's services as set out in paragraph 1, and addressing any enquiries and complaints related thereto;
- Conducting assessments and checks regarding eligibility for membership, account or services;
- Verifying your identity;
- Matching your Personal Data with other data collected (by Mirai or third parties) for other purposes and automated decision processing (including profiling), in relation to, the provision of services to you, the performance of any transactions and administration work related to Mirai's operations and tailoring and personalising product and services and offers as set out below;
- Conducting data analysis (e.g. analysing trends, usages and other user behaviours) and commercial exploration of big data applications;
- Marketing and advertising of any facilities, goods and services to you by Mirai and its subsidiaries, such as sending you offers and promotions (please see further details in "Direct Marketing" below);
- Conducting marketing services and events, and tailoring and personalising Mirai's products and services and offers that Mirai and its business partners provide to you. Mirai may also tailor its communications to you and tailor what Mirai presents to you to better match your preferences and interests;
- For the purposes of improving or designing new products, services and facilities, including to ensure that Mirai's Websites, Apps and Web Pages function correctly and in accordance with your preferences and circumstances;
- Maintaining and developing Mirai's business systems and infrastructure, including testing and upgrading of these systems;

- Meeting any obligations, requirements or arrangements, whether compulsory or voluntary, or establishing, exercising or defending any legal rights of Mirai, in connection with:
  - a. any law, regulation, judgment, court order, sanctions regime, within or outside Hong Kong existing currently and in the future;
  - b. any guidelines, guidance, demand or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities within or outside Hong Kong;
  - c. any of Mirai's rules relating to Mirai's core operations; or
  - d. any other agreements between you and Mirai.
- Complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information of Mirai and/or any other use of data and information in accordance with any programmes for compliance with client on any unlawful activities;
- Prevention, detection or investigation of anomalies and preventing and/or remediating fraud or other potentially criminal, prohibited or illegal activities or otherwise protecting the integrity of Mirai and its subsidiaries;
- Facilitating communications between you and Mirai;
- Responding or taking part in legal proceedings, including seeking professional advice; and
- All other legitimate business purposes and purposes directly related to or incidental to the above.

Mirai may also use from time to time aggregate non-identifying information about its customers to better design and improve Mirai's services that it offers. This information will not identify any individual in particular.

### **Direct Marketing**

Subject to Mirai having obtained the relevant consent from you, we may use Personal Data for direct marketing carried out by Mirai or iTeam for marketing and promotion of the following classes of services, support and related events and activities offered or arranged by Mirai or a iTeam or their respective business partners, on any membership and/or loyalty / reward programmes managed by Mirai.

For such purposes, your Personal Data held by iTeam may be provided to other iTeam and/or their respective business partners for use for direct marketing subject to your consent. Mirai or a iTeam or their respective business partners may also conduct such direct marketing via or jointly with third party services providers including social media platforms, which may involve sharing Personal Data Mirai or a iTeam or their respective business partners hold about you with them.

You can always opt-out free-of-charge by following the opt-out instructions contained in the relevant communications or contacting Mirai's Data Privacy Compliance Officer if you no longer wish any of your Personal Data to be used in and/or be transferred for any of the described direct marketing purposes.

Please note that if you choose to opt-out of direct marketing, Mirai may still send you communications which are of administrative nature. For example, where you are an Account member or member of a loyalty / reward programme operated by Mirai, Mirai may send you communications on administrative matters in relation thereto, such as account summaries and statements, annual reports.

Mirai may create indirect group profiling by way of analysing your preference characteristics manifested in the information Mirai has about you (e.g. your preferences, details of transactions conducted using your account, etc.).

### **Disclosure of Personal Data**

Personal Data supplied to Mirai will be kept confidential. However, Mirai may, where such disclosure is necessary to satisfy the purpose, or a directly related purpose, for which the Personal Data was collected, provide such Personal Data to the following parties:

- iTeam for fulfilling the purposes for which it was collected (subject to any consent requirement relating to "Direct Marketing" above), and to Mirai's business partners for direct marketing use as described in "Direct Marketing" above;
- any person or company who is acting for or on behalf of Mirai, or jointly with Mirai, in respect of the purpose or a directly related purpose for which the data was provided;
- any other person or company who is under a duty of confidentiality to Mirai and has undertaken to keep such information confidential, provided such person or company has a legitimate right to such information;
- Mirai's agents, contractors, suppliers and any third party service provider who provides administrative, marketing and research, distribution, data processing and analytics, telemarketing, telecommunications, computer, payment or other services to Mirai in connection with the operations of its business;
- government and regulatory authorities, investigative bodies, courts, law enforcement agencies and other organisations, as required or authorised by law, orders or requests;
- any financial institutions or payment services providers necessary to establish and support the payment of any facilities, goods and services provided to you; and
- your authorised representatives or your legal advisers when requested by you to do so.

Mirai may also disclose your Personal Data to third parties: (i) when required by law, by court order or in response to a search warrant or other legally valid inquiry; or (ii) pursuant to Mirai's good faith belief that disclosure is required by law or otherwise necessary to the establishment of legal claims or defences, to obtain legal advice, to exercise and defend Mirai's legal rights or to protect the life, body or property of any individual. This also applies when Mirai has reason to believe that disclosing the Personal Data is necessary to identify, contact or bring legal action against someone who may be causing interference with Mirai's rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by activities causing such interference.

Mirai may also transfer any information it holds about you as an asset in connection with a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of Mirai or as part of a corporate reorganisation or other change in corporate control.

The Personal Data that Mirai collects or obtains may be transferred to jurisdictions that offer lesser protection of personal data than that provided in your jurisdiction. By submitting Personal Data to Mirai or using any of Mirai's facilities, goods and services, you understand and consent to such transfer.

### **Links to Third Party Websites**

Mirai's Website, Apps and Web Pages may contain links to other sites and pages which are operated by third parties. You understand and acknowledge that Mirai has no control over and does not endorse the content of the linked websites or the way in which the operators of those websites deal with your Personal Data. You should review the privacy policy for those third party websites to understand the ways in which your Personal Data may be used by those third parties.

### **Use of Cookies**

By using any of the Websites, Apps and/or Web Pages, you agree that Mirai can store and access cookies, IP addresses, domain names, URLs and use other methods in order to collect your usage data on the Websites, Apps and/or Web Pages and improve your on-line experience.

Cookies are small files that are placed on your computer, mobile phones or other devices by websites or mobile applications that you visit/use or certain emails you open. They are widely used in order to make functions on the websites, mobile applications and/or emails properly, as well as to provide business and marketing information to the owners of the websites, mobile applications and/or emails.

Mirai uses cookies on its Websites, Apps and/or Web Pages to track visitor preferences. These cookies allow the Websites, Apps and/or Web Pages to remember information that



changes the way the Websites, Apps and/or Web Pages behave or looks, such as your preferred language. These cookies can also assist you in changing text size, font and other parts of the Websites, Apps and/or Web Pages that you can personalise. You may refuse to accept cookies by altering the settings on your internet browser, mobile phone or device but it should be noted that if you choose not to permit cookies, some areas of the Websites, Apps and/or Web Pages may not function properly.

### **Data Retention**

All Personal Data that has been collected from you will only be stored for a duration that is reasonably necessary to fulfil the purposes for which it was collected as outlined under this Privacy Policy Statement. In some circumstances, Mirai may retain your Personal Data for longer periods of time, for instance, where Mirai is required to do so to meet legal, statutory, regulatory, tax or accounting requirements.

### **Commitment to Data Security**

Mirai is committed to protecting the security of your Personal Data. It uses a variety of physical, technological and organisational measures to help protect your Personal Data from unauthorised or accidental access, processing, erasure or other use.

The transmission of information via the Internet or mobile network is not completely secure. The security measures described above do not preclude Mirai from the possibility of fraud, cyber-attacks, such as hacking, spyware and viruses, and Mirai does not warrant that its servers or network will be immune from such attacks.

Although Mirai will implement security measures to protect your data, Mirai cannot guarantee the security of the data transmitted via Internet or mobile network. You agree that Mirai shall not be liable for any loss or damage arising from risks relating to any transmission.

### **Changes to this Privacy Policy Statement**

Mirai may update this Privacy Policy Statement from time to time which will be posted on its website at [www.miraisofttech.com](http://www.miraisofttech.com), so as to inform you what information Mirai gathers, how it

might use that information and whether it discloses such information to anyone. You are also advised to check the latest Privacy Policy Statement posted on Mirai's website at [www.miraisoftech.com](http://www.miraisoftech.com) on a regular basis. Where there are significant changes, we will notify you and obtain your acceptance and/or consents (as necessary or applicable). If you do not agree with this Privacy Policy Statement (as revised), please do not use or cease to use the facilities, goods or services of Mirai and do not give us any of your information. By remaining as a member or continuing to use the facilities, goods or services of Mirai after the changes come into effect, you agree to the revised Privacy Policy Statement.

### **Access to and Correction of Personal Data**

You are entitled to request access to Personal Data held by Mirai about you and to correct such data. Mirai may charge a reasonable fee for the processing of such data access request.

You may direct your request in writing to:

iteam@miraisoftech.com

### **Interpretation**

This notice is written in English language and may be translated into Chinese and other languages. In the event of any inconsistency between the English version and the translated version of this notice, the English version shall prevail.