

## MOBILE APPLICATION END-USER LICENCE AGREEMENT

### PLEASE READ THESE LICENCE TERMS CAREFULLY

BY USING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE APP.

### WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, **OK Care Limited** of Room 912, 9/F Melbourne Plaza, 33 Queen's Road Central, Hong Kong, license you to use:

- This version of the mobile application software, the data supplied with the software (**App**), and any updates or supplements to it.
- The related online **OR** electronic documentation (**Documentation**).
- The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

### YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy unless you are using a specific service to which a different privacy policy applies, as set out below.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

**Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at [\[https://okcare.com.hk\]](https://okcare.com.hk).

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reasons please email our customer service team at [info@okcare.com.hk](mailto:info@okcare.com.hk).

**How we will communicate with you.** If we have to contact you, we will do so by email using the contact details you have provided to us.

### HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto your mobile telephone or handheld device onto which app may be downloaded or streamed and view, use and display the App and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App and the Service.
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

#### **YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP**

You must be 18 or over to accept these terms and use the App.

#### **YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App and the Service as set out above. You may not transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

#### **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will notify you of a change when you next start the App.

If you do not accept the notified changes you may continue to use the App and the Service in accordance with the existing terms but certain new features may not be available to you.

#### **UPDATE TO THE APP AND CHANGES TO THE SERVICE**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

#### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

#### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

#### **WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

We will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on your devices.

#### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

#### **LICENCE RESTRICTIONS**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent

program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

#### **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

#### **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us or our licensors, and the rights in the App and the Services are licensed and not sold to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a

foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

**WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

**WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

**NO RIGHTS FOR THIRD PARTIES**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce any term of this agreement.

**IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by HKSAR law and you can bring legal proceedings in respect of the products in the HKSAR courts.

## MOBILE APPLICATION PRIVACY POLICY

**OK Care Limited (We)** are committed to protecting and respecting your privacy.

### SCOPE OF POLICY

This policy (together with our end-user licence agreement) applies to your use of:

1. This version of the mobile application software (**App**) available on our site:  
Client App – **iOS**: <https://apps.apple.com/hk/app/ok-care/id1315269189?ls=1>  
**Android**: <https://play.google.com/store/apps/details?id=com.fletrix.okcare.client>  
  
Healthcare Professional App – **iOS**: <https://apps.apple.com/us/app/id1315991862>  
**Android**: <https://play.google.com/store/apps/details?id=com.fletrix.okcare.caregiver>  
(**App Site**), once you have downloaded or streamed a copy of the App onto your mobile telephone or handheld device (**Device**).
2. Any of the services accessible through the App (**Services**) that are available on the App Site or other sites of ours (**Services Sites**), unless the states that a separate privacy policy applies to a particular Service, in which case that privacy policy only applies.

This policy sets out the basis on which any personal data We collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how We will treat it.

For the purpose of the Personal Data (Privacy) Ordinance (Cap 486), the data controller is OK Care Limited of Room 912, 9/F, Melbourne Plaza, 33 Queen's Road Central, Hong Kong.

### INFORMATION WE COLLECT FROM YOU

We will collect and process the following data about you:

- **Information you give us (Submitted information)** : This is information you give us about you by filling in forms on the App Site and the Services Sites (together **Our Sites**), or by corresponding with us. It includes information you provide when you register to use the App Site, download or register an App, subscribe to any of our Services, search for an App or Service, make an in-App purchase, share data via an App's social media functions, enter a competition, promotion or survey, and when you report a problem with an App, our Services, or any of our Sites. If you contact us, We will keep a record of that correspondence. The information you give us may include your name, address, e-mail address and phone number, the Device's phone number, age, username, password and other registration information, financial and credit card information, personal description and photograph.



- **Information We collect about you and your device.** Each time you visit one of our Sites or use one of our Apps We will automatically collect the following information:
    - technical information, including the type of mobile device you use, a unique device identifier, mobile network information, your mobile operating system, the type of mobile browser you use and time zone setting (**Device Information**);
    - information stored on your Device, including contact information, friends lists, login information, photos, videos or other digital content and check ins (**Content Information**);
    - details of your use of any of our Apps or your visits to any of Our Sites including, but not limited to traffic data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access (**Log Information**).
1. **Location information.** We also use GPS technology to determine your current location. Some of our location-enabled Services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to give consent to your data being used for this purpose.
  2. **Information We receive from other sources (Third Party Information).** We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when We receive information about you from them and the purposes for which We intend to use that information.
  3. **Unique application numbers:** when you install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

## COOKIES

We use cookies to distinguish you from other users of the App, App Site, Appstore or Service Site. This helps us to provide you with a good experience when you use the App or browse any of the sites and also allows us to improve the App and Our sites. For detailed information on the cookies We use and the purposes for which We use them, see our cookie policy.

## USES MADE OF THE INFORMATION

We may use the information collected from you or associate any category of information with any other category of information and will treat the combined

information as personal data in accordance with this policy for as long as it is combined.

We do not disclose information about identifiable individuals to our advertisers, but We may provide them with anonymous aggregate information about our users. We may also use such aggregate information to help advertisers reach the kind of audience they want to target. We will make use of the personal data We have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

## **DISCLOSURE OF YOUR INFORMATION**

You agree that We have the right to disclose your personal information to any third party and any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

We will disclose your personal information to third parties:

1. In the event that We sell or buy any business or assets, in which case We will disclose your personal data to the prospective seller or buyer of such business or assets.
2. If We or substantially all of Our assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets.
3. If We are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
4. In order to:
  - a. enforce or apply the end-user licence agreement, Our Terms of Use and other agreements or to investigate potential breaches; or
  - b. protect the rights, property or safety of our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **WHERE WE STORE YOUR PERSONAL DATA**

The data that We collect from you will be transferred to, and stored at, a destination outside the HKSAR. It will also be processed by staff operating outside the HKSAR who work for us or for one of our suppliers. These staff may be engaged in the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted. Where We have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect your personal data, We cannot guarantee the security of your data transmitted to Our Sites; any transmission is at your own risk. Once We have received your information, We will use strict procedures and security features to try to prevent unauthorised access.

We will collect and store personal data on your Device using application data caches and browser web storage and other technology.

Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

## **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you before collecting your data if We intend to use your data for such purposes or if We intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. You can also exercise the right at any time by contacting us either by post or by email at:

### By post

Data Protection Compliance Manager  
OK Care Limited  
Room 912, 9/F, Melbourne Plaza  
33 Queen's Road Central  
Hong Kong

### By email

[info@okcare.com.hk](mailto:info@okcare.com.hk)

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which the App or the Services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that We do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## **ACCESS TO INFORMATION**

Personal Data (Privacy) Ordinance (Cap 486) gives you the right to access information held about you. Your right of access can be exercised in accordance with the Ordinance.

## **CHANGES TO PRIVACY POLICY**

Any changes We may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or when you next start the App or log onto one of the Services Sites. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or the Services.

## **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to:

### By post

Data Protection Compliance Manager  
OK Care Limited  
Room 912, 9/F, Melbourne Plaza  
33 Queen's Road Central  
Hong Kong

### By email

[info@okcare.com.hk](mailto:info@okcare.com.hk)

## DATA PROTECTION POLICY

### 1. POLICY STATEMENT

- 1.1 Everyone has rights with regard to the way in which their personal data is handled. During the course of our activities we will collect, store and process personal data about our service providers, users and other third parties, and we recognise that the correct and lawful treatment of this data will maintain confidence in the organisation and will provide for successful business operations.
- 1.2 Data users are obliged to comply with this policy when processing personal data on our behalf. Any breach of this policy may result in disciplinary action.

### 2. ABOUT THIS POLICY

- 2.1 The types of personal data that **OK Care Limited ("Company")** (We) may be required to handle include information about current, past and prospective service providers, users and others that we communicate with. Refusal to provide such information may deny you access to certain parts of the application or may render us unable to process any application and requests. The personal data, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Personal Data (Privacy) Ordinance (Cap 486) (“**Ordinance**”).
- 2.2 This policy and any other documents referred to in it sets out the basis on which we will process any personal data we collect from data subjects, or that is provided to us by data subjects or other sources.
- 2.3 It sets out rules on data protection and the legal conditions that will be satisfied when we obtain, handle, process, transfer and store personal data.
- 2.4 The Data Protection Compliance Manager is responsible for ensuring compliance with the Ordinance and with this policy. Any questions about the operation of this policy or any concerns that the policy has not been followed should be referred in the first instance to the Data Protection Compliance Manager.

### 3. DEFINITION OF DATA PROTECTION TERMS

- 3.1 **Data** is information which is stored electronically, on a computer, or in certain paper-based filing systems.
- 3.2 **Data subjects** for the purpose of this policy include all living individuals about whom we hold personal data. All data subjects have legal rights in relation to their personal information.
- 3.3 **Personal data** means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual, including a name, gender, date of birth, nationality, telephone number, postal address, email address, credit card information, bank account

number, educational level, occupation, household income, personal income, details of online transactions, marital status and interests.

- 3.4 **Data controllers** are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They are responsible for establishing practices and policies in line with the Ordinance. We are the data controller of all personal data used in our business for our own commercial purposes.
- 3.5 **Data users** are those of our employees or contractors whose work involves processing personal data. Data users must protect the data they handle in accordance with this data protection policy and any applicable data security procedures at all times.
- 3.6 **Data processors** include any person or organisation that is not a data user that processes personal data on our behalf and on our instructions. It could include suppliers which handle personal data on the Company's behalf.
- 3.7 **Processing** is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.

#### **4. DATA PROTECTION PRINCIPLES**

Anyone processing personal data must comply with the principles of good practice. These provide that personal data will be:

- (a) Processed fairly and lawfully.
- (b) Processed in an appropriate way.
- (c) Adequate, relevant and not excessive for the purpose.
- (d) Accurate.
- (e) Processed in line with data subjects' rights.
- (f) Secure.

#### **5. FAIR AND LAWFUL PROCESSING**

- 5.1 The Ordinance is not intended to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject.
- 5.2 For personal data to be processed lawfully, they must be processed on the basis of one of the legal grounds set out in the Ordinance. These include, among other things, the data subject's consent to the processing, or that the processing is necessary for the performance of a contract with the data subject, for the compliance with a legal obligation to which the data controller is subject, or for the legitimate interest of the data controller or the party to whom the data is disclosed. When processing personal data as data controllers in the course of our business, we will ensure that those requirements are met.

## **6. PROCESSING FOR LIMITED PURPOSES**

- 6.1 In the course of our business, we may collect and process the personal data, including data we receive directly from a data subject (for example, by completing forms or by corresponding with us by mail, phone, email or otherwise) and data we receive from other sources (including, for example, business partners, sub-contractors in technical, payment and delivery services, credit reference agencies and others).
- 6.2 We will only process personal data for the specific purposes specifically permitted by the Ordinance. We will notify those purposes to the data subject when we first collect the data or as soon as possible thereafter.

## **7. NOTIFYING DATA SUBJECTS**

- 7.1 If we collect personal data directly from data subjects, we will inform them about:
- (a) The purpose or purposes for which we intend to process that personal data.
  - (b) The types of third parties, if any, with which we will share or to which we will disclose that personal data.
  - (c) The means, if any, with which data subjects can limit our use and disclosure of their personal data.
- 7.2 If we receive personal data about a data subject from other sources, we will provide the data subject with this information as soon as possible thereafter.
- 7.3 We will also inform data subjects whose personal data we process that we are the data controller with regard to that data.

## **8. ADEQUATE, RELEVANT AND NON-EXCESSIVE PROCESSING**

We will only collect personal data to the extent that it is required for the specific purpose notified to the data subject.

## **9. ACCURATED ATA**

We will ensure that personal data we hold is accurate and kept up to date. We will check the accuracy of any personal data at the point of collection and at regular intervals afterwards. We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

## **10. TIMELY PROCESSING**

We will not keep personal data longer than is necessary for the purpose or purposes for which they were collected. We will take reasonable steps to destroy, or erase from our systems, all data which is no longer required.

## **11. PROCESSING IN LINE WITH DATA SUBJECT'S RIGHTS**

We will process all personal data in line with data subjects' rights, in particular their right to:

- (a) Request access to any data held about them by a data controller (see also clause 15).
- (b) Prevent the processing of their data for direct-marketing purposes.
- (c) Ask to have inaccurate data amended (see also clause 9).
- (d) Prevent processing that is likely to cause damage or distress to themselves or anyone else.

## 12. DATA SECURITY

12.1 We will take appropriate security measures against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data.

12.2 We will put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data will only be transferred to a data processor if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.

12.3 We will maintain data security by protecting the confidentiality, integrity and availability of the personal data, defined as follows:

- (a) **Confidentiality** means that only people who are authorised to use the data can access it.
- (b) **Integrity** means that personal data should be accurate and suitable for the purpose for which it is processed.
- (c) **Availability** means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on the Company's central computer system instead of individual PCs.

12.4 Security procedures include:

- (a) **Entry controls.** Any stranger seen in entry-controlled areas should be reported.
- (b) **Secure lockable desks and cupboards.** Desks and cupboards should be kept locked if they hold confidential information of any kind.
- (c) **Methods of disposal.** Paper documents should be shredded. Digital storage devices should be physically destroyed when they are no longer required.
- (d) **Equipment.** Data users must ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

## 13. TRANSFERRING PERSONAL DATA TO A COUNTRY OUTSIDE HKSAR



- 13.1 We may transfer any personal data we hold to a country outside HKSAR, provided that one of the following conditions applies:
- (a) The country to which the personal data are transferred ensures an adequate level of protection for the data subjects' rights and freedoms.
  - (b) The transfer is necessary for one of the reasons set out in the Ordinance, including the performance of a contract between us and the data subject, or to protect the vital interests of the data subject.
  - (c) The transfer is legally required for the establishment, exercise or defence of legal claims.
  - (d) The transfer is authorised by the relevant data protection authority where we have adduced adequate safeguards with respect to the protection of the data subjects' privacy, their fundamental rights and freedoms, and the exercise of their rights.
- 13.2 Subject to the requirements in clause 12.1 above, personal data we hold may also be processed by staff or contractors operating outside HKSAR who work for us or for one of our suppliers. That staff maybe engaged in, among other things, the fulfilment of contracts with the data subject, the processing of payment details and the provision of support services.

#### **14. DISCLOSURE AND SHARING OF PERSONAL INFORMATION**

- 14.1 We may share personal data we hold with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.
- 14.2 We may also disclose personal data we hold to third parties:
- (a) In the event that we sell or buy any business or assets, in which case we may disclose personal data we hold to the prospective seller or buyer of such business or assets.
  - (b) If we or substantially all of our assets are acquired by a third party, in which case personal data we hold will be one of the transferred assets.
- 14.3 If we are under a duty to disclose or share a data subject's personal data in order to comply with any legal obligation, or in order to enforce or apply any contract with the data subject or other agreements; or to protect our rights, property, or safety of our employees, customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### **15. DEALING WITH SUBJECT ACCESS REQUESTS**

Data subjects must make a formal request for information we hold about them. This must be made in writing to the Data Protection Compliance Manager.

#### **16. PERSONAL DATA ACCESS AND REVISION**

Data subject may access and check the personal data which is retained by us. If the data user wants to revise the personal data he or she has provided with us, please

contact our Data Protection Compliance Manager in writing either by post or email at:

By post

Data Protection Compliance Manager  
OK Care Limited  
Room 912, 9/F, Melbourne Plaza  
33 Queen's Road Central  
Hong Kong

By email

info@okcare.com.hk

**17. CHANGES TO THIS POLICY**

We reserve the right to change this policy at any time. Where appropriate, we will notify data subjects of those changes by mail or email.