

Personal Data (Privacy) Policy Statement (“Privacy Policy”)

Buds Never Stop (hereinafter collectively referred to as the “Company”; if the context requires or permits, “Company” may refer to any one of Buds Never Stop and/or its subsidiary(ies) and/or affiliate(s)) pledges to meet fully with the requirements of the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong. In doing so, the Company will ensure compliance by its staff to the strictest standards of security and confidentiality in respect of all personal information and data submitted by users via BudsAlike, its sub-domains, any other websites, media platforms or applications including BudsAlike (the “Application”) and the Company will not release such information to anyone without the prior consent of the relevant user(s) of the Application (whether registered or not) (“User(s)”) except to the authorized persons listed under Section 3 below titled “Disclosure or Transfer of Data”.

Users are strongly recommended to read this Privacy Policy carefully to have an understanding of the Company’s policy and practices with regard to the treatment of personal information and data provided by the Users on the Application. This Privacy Policy is applicable to both registered and non-registered Users, and the provisions herein may be updated, revised, varied and/or amended from time to time as the Company deems necessary.

If Users have questions or concerns regarding this Privacy Policy, they should first contact the Company staff, whose contact details are set out under Section 12 entitled “Enquiries” below.

1. Purpose of Collection of Personal Data

- 1.1. In the course of using the Application, Users may disclose or be asked to provide personal information and/or data. In order to have the benefit of and enjoy various services offered by the Application, it may be necessary for Users to provide the Company with their personal information and/or data. Although Users are not obliged to provide the information and/or data as requested on the Application, the Company will not be able to render certain services on the Application in the event that Users fail to do so.
- 1.2. The Company’s purposes for collection of information and data on the Application include but not limited to the following:
 - i. to gather restaurant photos for another application developed by the Company;
 - ii. for the daily operation of the services provided to Users;
 - iii. to identify Users who have viewed, posted advertisements, materials, messages, photos, views or comments or such other information (collectively “Information”) on the Application;
 - iv. to verify the identity of Users who have used services provided by the Application;
 - v. to handle and follow up service calls, enquiries, requests and complaints;
 - vi. to provide Users with event information, marketing and promotional materials (for further details, please refer to paragraph 4 headed “Subscription of Newsletter/Promotional Materials/Marketing Materials” below);
 - vii. to identify Users who have enjoyed their benefits as members of the Application by receiving and using marketing and promotional materials, enrolling for special events hosted by the Company;

- viii. to contact Users regarding administrative notices and communications relevant to the Users' account maintained with the Company (if any), and/or regarding notifications and confirmation in connection with their uses of any of the services offered by the Company via the Application;
 - ix. to design, develop and improve products and services provided to Users by the Company;
 - x. to compile and analyze aggregate statistics about the Users' use of the Application and service usage by the Users for the Company's internal use;
 - xi. to enforce the Terms and Conditions and other rights of the Company;
 - xii. to comply with legal obligations and as otherwise agreed by Users as required or permitted by applicable law;
 - xiii. for any other purposes relating to the purposes stated above.
- 1.3. If you are under the age of 13 you must ask your parent or guardian before providing any Personal Data to us.
 - 1.4. The Company strives to only collect personal data which is necessary and adequate but not excessive in relation to the purposes set out hereinabove.
 - 1.5. If the Company requires the use of Users' personal data for a purpose other than those set out hereinabove, the Company may request the Users' prescribed consent to the same. If User is a minor, the prescribed consent should be given by his/her parent or guardian.

2. Collection of Personal Data

- 2.1. The Company may collect personal information and/or data about a User such as his/her name, log-in ID and password, address, email address, phone number, age, sex, date of birth, country of residence, nationality, education level and work experience that is/are not otherwise publicly available.
- 2.2. The Company automatically collects some information from Users' computers or devices when Users visit the Application. For instance, the Company will collect Users' IP address, web browser software and referring websites. The Company may also collect information about Users' activities conducted via the Application, such as content viewed, pages visited, and searches and/or services used.
- 2.3. When Users use the Application on a device, the Company will additionally collect information about the Users' location if Users have set their devices to send such information to the Application via the privacy settings on their devices, or if Users have uploaded photos tagged with information regarding their location. The Company may use the information regarding the location collected from the Users' devices or photos to enhance their use of the Application by providing them with relevant content.
- 2.4. Only duly authorized staff of the Company will be permitted to access the Users' personal information and data, and the Company shall not release such personal information and data to any third parties save and except for the circumstances listed out under the Section 3 entitled "Disclosure or Transfer of Data" below.

3. Disclosure or Transfer of Data

- 3.1. The Company agrees to take all practicable steps to keep all personal information and data of Users confidential and/or undisclosed, subject to the following.
- 3.2. Generally speaking, the Company will only disclose and/or transfer Users' personal information and/or data to the Company's personnel and staff for the purposes as set out in Section titled "Purpose of Collection of Personal Data" above. However, the Company may disclose and/or transfer such information and/or data to third parties under the following circumstances:
 - where the information and/or data is disclosed and/or transferred to any third party suppliers or external service providers who have been duly authorized by the Company to use such information and/or data and who will facilitate the services on the Application, (including without limitation the merchants and restaurants cooperating with the Company), who are under a duty of confidentiality;
 - where the information and/or data is disclosed and/or transferred to any agents or associates of the Company who have been duly authorized by the Company to use such information and/or data;
 - where permitted under the "Terms and Conditions";
 - where the Company needs to protect and defend its rights and property;
 - where the Company considers necessary to do so in order to comply with the applicable laws and regulations, including without limitation compliance with a judicial proceeding, court order, or legal process served on the Application; and
 - where the Company deems necessary in order to deliver the services that the Company offer and to maintain and improve the services on the Application.
 - where the Company may disclose or transfer Users' information to a third party if the Company sells, transfers, divests, or discloses all or a portion of its business or assets to another company in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction, or proceeding. Such third party will have to comply with the appropriate confidentiality and security measures.
- 3.3. Personal data collected via the Application may be transferred, stored and processed in any country in which the Company operate. By using the Application, Users are deemed to have agreed to, consented to and authorized the Company to disclose and/or transfer their personal information and data under the circumstances stated above, as well as to any transfer of information (including the Information) outside of the Users' country.
- 3.4. We may also share aggregate or anonymous information with relevant third parties, including restaurants and our advertisers. Such information does not contain any Personal Information and will not identify you personally. However, in some occasions, these third parties may possess information about you or obtain your information from other sources. When they combine such information with our aggregate information, they may be able to identify you personally.

4. Subscription of Newsletter/Promotional Materials/Marketing Materials

- 4.1. The Company may from time to time send to members and Users of the Application, by way of emails and/or short message service (SMS) notifications, newsletters, marketing and promotional materials and information regarding the Company or its third-party advertisers' products, services and the like based on the personal information and data that the Users have provided to the Company. The Company may use Users' data in direct marketing and the Company requires the Users' consent (which includes an indication of no objection) for that purpose. In this connection, please note that the name, log-in ID and password,

- contact details, age, sex, date of birth, country of residence, nationality and education level of Users held by the Company from time to time may be used by the Company and/or its authorised personnel or staff in direct marketing;
- 4.2. Suitable measures are implemented to make available to such members the options to “opt-out” of receiving such materials. In this regard, Users may choose to sign up or unsubscribe for such materials by logging into the membership registration or user account maintenance webpage, or clicking on the automatic link appearing in each newsletter/message, or contact the staff of the Company, whose contact details are set out under Section 12 entitled “Enquiries” below.
- 4.3. Such “opt-out” as mentioned above will not affect your ability to receive from the Company fundamental notifications and correspondence (viz. not of marketing or promotional nature) in relation to your use of the services provided by the Company.

5. Cookies

- 5.1. Some of our websites use Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies” to help our websites analyze how users use those websites. A cookie is a small text file that is stored on your device (e.g. on your computer) when you visit or access a website. A cookie can be used to identify a computer or a mobile device. It, however, is not used to collect any personal information and do not recognize you personally. In other words, it does not have the function of identifying an individual user of our websites.
- 5.2. Within our websites cookies are used to track the use of and monitor traffic on our websites, as well as to improve, customize and enhance your browsing experience, for example:
- Strictly necessary cookies are used to indicate your active using of our websites and remember the information you’ve entered in a form or details about a payment you want to make. Without them, the information would be lost every time you move to a new page;
 - Performance cookies are used to collect anonymous information about how you use our websites, such as which pages you visit on our websites. We use this aggregated information to improve our websites; and
 - Functional cookies are used to record information about choices you’ve made and to recommend contents of our websites that are relevant to you and your interests.
- 5.3. On some pages, we feature embedded “share” buttons or widgets that enable you to connect to other social networking sites such as Facebook and Twitter. These sites may set cookies which can identify you as an individual when you are logged in to their services. We do not control these cookies and you should check the relevant third-party website to see how your information is used and how to opt-out.
- 5.4. If you use or continue using our websites, we will assume that you are happy for us to set cookies. You may choose to reject all or some cookies at any time by changing the setting of your web browser on your device. Please visit www.allaboutcookies.org to find out how to manage cookies. However, please be aware that if you choose to delete or restrict cookies, you will not be able to use some of the functions of our websites.

6. Links to Other Websites / Media Platforms / Applications

- 6.1. The Application may provide links to other websites / media platforms / applications which are not owned or controlled by the Company. Personal

information and data from Users may be collected on these other websites / media platforms / applications when Users visit such websites / media platforms / applications and make use of the services provided therein. Where and when Users decide to click on any advertisement or hyperlink on the Application which grants Users access to another website / media platforms / applications, the protection of Users' personal information and data which are deemed to be private and confidential may be exposed in these other websites / media platforms / applications.

- 6.2. Non-registered Users who gain access to the Application via their accounts in online social networking tools (including but not limited to Facebook or Google) are deemed to have consented to the terms of this Privacy Policy, and such Users' personal data which they have provided to those networking tools may be obtained by the Company and be used by the Company and its authorized persons in and outside of the User's country for the purpose of providing services and marketing materials to the Users.
- 6.3. If a User logins to any Application with his/her Facebook account, the Company will collect and store the User's personal profile and information, such as User's name, profile picture, gender, friend list, which the User has chosen to make available to the Application. If a User logins to any Application with his/her Google account, the Company will collect such User's email address associated with his/her Google account and store such email address in the system of the Company as an unique identifier which will be combined with other personal data of such User collected by the Company when he/she uses services provided by the Company. These Users are deemed to have consented to the Company and its authorized personnel's access and use of their personal data so obtained for the purposes as stipulated under Clause 1 above and/or share their personal data pursuant to Clause 3 above, subject to the other provisions of the Privacy Policy.
- 6.4. This Privacy Policy is only applicable to the Application. Users are reminded that this Privacy Policy grants no protection to Users' personal information and data that may be exposed on websites / media platforms / applications other than the Application, and the Company is not responsible for the privacy practices of such other websites / media platforms / applications. Users are strongly recommended to refer to the privacy policy of such other websites / media platforms / applications. For the avoidance of doubt, the Company assumes no responsibility or liability for Users' use of such other websites / media platforms / applications.

7. Security

- 7.1. The security of Users' personal information and data is important to the Company. The Company will always strive to ensure that Users' personal information and data will be protected against unauthorized access. The Company has implemented appropriate electronic and managerial measures in order to safeguard, protect and secure Users' personal information and data.
- 7.2. All personal information and data provided by Users are only accessible by the authorized personnel of the Company or its authorized third parties, and such personnel shall be instructed to observe the terms of this Privacy Policy when accessing such personal information and data. Users may rest assured that their personal information and data will only be kept for as long as is necessary to fulfil the purpose for which it is collected, unless Users request the Company to cease to hold the same or terminate his/her membership account with the Company.

- Such request may render the Company unable to further provide its services, information and/or promotional materials for your benefit in the future.
- 7.3. Registered Users should safeguard his/her unique Username and Password by keeping it secret and confidential and never share these details with anyone.
 - 7.4. The Company uses third party payment gateway service to facilitate electronic transactions on the Application. Regarding sensitive information provided by Users, such as credit card number for completing any electronic payment transactions, the web browser and third party payment gateway directly communicate such encrypted information using Transport Layer Security (TLS) technology. Secure Socket Layer (SSL) technology is used for compatibility with various web browser types and versions. When a User makes a payment via the Channel or via any service integrated with the system of the Company, the Company stores credit card transaction records and a unique token ("Token") returned by Payment Card Industry (PCI) - certified and Payment Card Industry-Data Security Standard (PCI-DSS) - compliant third party payment gateway only consisting of the first 6 and last 4 digits of credit card number ("Limited Credit Card Info") that fulfil PCI DSS compliance requirement in order to be compliant with relevant rules and regulations for the purpose of transaction verification. The credit card with the Limited Credit Card Info will be automatically saved ("Stored Card") in the system of the Company; henceforth the Token will be used by the Company for processing payment made by the same User for his/her future purchase via the Channel or the service integrated with the system of the Company. User can unbind the Stored Card by going to the "Setting" of the Membership page of the Channel, then selecting "Payment Method" in order to unbind or replace the Stored Card with another credit card.
 - 7.5. Apart from the aforesaid credit card information, the Company, Merchants and any Participating Restaurant(s)/Outlet(s) which provide services via the Application or using any services provided by the Company do not collect or store any other credit card information.
 - 7.6. The Company follows generally accepted industry standards to protect the personal information and data submitted by Users to the Application, both during transmission and once the Company receives it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while the Company strives to protect Users' personal information and data against unauthorized access, the Company cannot guarantee its absolute security.

8. Retention of Personal Data

Once the Company has obtained a User's personal information and/or data, it will be maintained securely in the Company's system. Subject to legal requirements, the personal information and/or data of Users will be retained by the Company until the User requests the Company in writing to erase his/her own personal information and/or data from the Company's database or to terminate his/her membership of the Application.

9. Rights Applicable to EU Users

- 9.1. If you are a visitor from the European Economic Area (EEA), your rights under General Data Protection Regulation (GDPR) in relation to your personal data are subject to the protections offered by EU law and briefly summarized below:-

- i. Access. You have the right to know whether the Company processes your personal data, and if we do, you have the right to request a copy of the personal information the Company is processing about you, which the Company will provide back to you in electronic form. For your own privacy and security, in our discretion the Company may require you to prove your identity before providing the requested information. If you require multiple copies of your personal data, the Company may charge a reasonable administration fee.
 - ii. Rectification. You have the right to have incomplete or inaccurate personal information that the Company processes about you rectified. Note that you can always make certain adjustments to certain personal information by contacting the Customer Relationship Executive of the Company, whose contact details are set out under Section 12. entitled "Enquiries" below.
 - iii. Deletion. You have the right to request the Company to delete personal information that the Company processes about you, except the Company is not obligated to do so if the Company need to retain such data in order to comply with a legal obligation or to establish, exercise or defend legal claims.
 - iv. Restriction. You have the right to restrict our processing of your personal information where you believe such data to be inaccurate, our processing is unlawful or that the Company no longer needs to process such data for a particular purpose. However, this will not affect the lawfulness of any processing carried out before your request and that the Company may not be able to provide certain products or services to you.
 - v. Portability. You have the right to obtain personal information the Company holds about you, in a structured, electronic format, and to transmit such data to another data controller. Please note that this right only applies to automated information which you initially provided consent for us to use (such as for direct marketing communications) or where we used the information to perform a contract with you.
 - vi. Withdrawing Consent. If you have consented to the Company's processing of your personal information, you have the right to withdraw your consent at any time. This includes cases where you wish to opt out from marketing messages that you receive from the Company.
- 9.2. To exercise any of these rights, please contact the Company by emailing the Company at stimuli@budslike.com and the Company will respond within 30 days. Please note that if you are not subject to EU law, these rights do not apply to you.

10. Changes in this Privacy Policy

- 10.1. The Company reserves the right to update, revise, modify or amend this Privacy Policy in the following manner at any time as the Company deems necessary and Users are strongly recommended to review this Privacy Policy frequently. If the Company decides to update, revise, modify or amend this Privacy Policy, the Company will post those changes to this webpage and/or other places the Company deems appropriate so that Users would be aware of what information the Company collects, how the Company uses it, and under what circumstances, if any, the Company discloses it.
- 10.2. If the Company makes material changes to this Privacy Policy, the Company will notify Users on this webpage, by email, or by means of a notice on the home page of the Company.

11. Inconsistency

Should there be any inconsistency between the English version and any version in other language, the English version shall always prevail.

12. Enquiries

If there is any query, please email the staff of the Company at
stimuli@budsalike.com.