

PRIVACY AGREEMENT

PLEASE READ THIS PRIVACY AGREEMENT CAREFULLY. BY USING OUR SOLUTIONS, PRODUCTS, HARDWARE, SOFTWARE AND/OR SERVICES, YOU WILL BE CONCLUSIVELY PRESUMED TO HAVE NOTICE OF AND HAVE AGREED TO BE BOUND BY THE MOST RECENT PRIVACY AGREEMENT AS AMENDED BY NINETEEN69 PTE LTD FROM TIME TO TIME AT ITS SOLE DISCRETION. IF YOU DO NOT AGREE TO BE BOUND BY THIS PRIVACY AGREEMENT, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF OUR SOLUTIONS, PRODUCTS, HARDWARE, SOFTWARE AND/OR SERVICES.

General

Nineteen69 Pte Ltd (the '**Company**') respects the privacy of our customers. This Privacy Agreement ('**Agreement**') is to inform you of our practices concerning the collection, storage, processing, analysing, transfer, and/or use of your personal information and the choices available to you regarding such practices.

The Company collects User Information (as defined below) when you use our solutions, products and / or services, or otherwise.

'**User Information**' means any information that may belong to, and/or be used to identify, any individual and/or entity regardless of whether such information is stored on any device or product purchased by you or on any database or server or on any other device regardless of the media used for such storage. Please note that the following is a non-exhaustive list of the type, nature and/or level of information:

Identification data including, but not limited to your first and last name, birth date, gender and/or sexual orientation, email address, home/postal or other physical addresses, mobile phone numbers as well as all other telephone numbers, title, personal interests, as well as any other information needed to provide any product and/or service to you either today or at any time in the future;

Electronic identification data (for example, IP addresses, cookies, country information, network information and/or persistent identifier information including, but not limited to, Handle Systems, Digital Object Identifiers, Persistent URLs and/or Uniform Resource Names and any other persistent identifiers);

Payment related information including, but not limited to, credit card information, bank account information including bank account numbers, routing numbers, bank transfer and/or SWIFT codes, any

information with respect to your online payment accounts, for example Paypal or Google Wallet, and/or any other information of any kind whatsoever that may be necessary for conducting any transaction by you and/or with you;

Any survey results;

Information about your usage of and interaction with our website, solutions, products, hardware, software and / or services including computer and connection information, any websites visited, URL history, any text highlighted by you as well as device capability, application download history, bandwidth usage, error logs, statistics on page views, and traffic to and from our websites as well as solutions, products, hardware, software and/or services ordered and delivered;

List of your contacts including, but not limited to, their first and last name, birth dates, gender, email addresses, home/postal or other physical addresses, mobile phone numbers and all other telephone numbers as well as any other information that may have been stored on and/or using the Company's website, solutions, products, hardware, software and / or services.

Any and all information contained in any calendar entries and/or any scheduler software on and/or using the Company's website, solutions, products, hardware, software and / or services. Such information may include, but is not limited to, schedule of personal meetings, schedule and details of any medical and/or dental appointments, medical and/or dental records, job interviews, client meetings or any other information that may be saved in such calendar and/or scheduling program and/or software.

Any username and password for email accounts where you have provided this to us;

Correspondence between you and the Company;

Traffic data (data processed for the purpose of the conveyance of communications or the billing thereof, including, but not limited to, the duration of the call, the number calling and the number called);
Transaction data including without limitation, data relating to the consumption, top-up, expiry and transfer of credits;

Business financial information;

Any other information provided, entered, stored, saved and/or transferred on and/or through the Company's website, solutions, products, hardware, software and / or services; and
Any other content and/or information as may be required by any applicable laws or regulatory authorities.

Information Usage

Our primary purpose in collecting User Information is to provide you with a safe, smooth, efficient, and customised experience. The Company directly, or indirectly through third parties, gathers, collects, stores, saves, analyses, uses and/or transfers, User Information, as permitted or necessary, including but not limited to the following circumstances:

- (a) Provide communication products and to provide any and all services to you whether being currently provided by the Company or that are provided by the Company in the future. Such services may include, but are not limited to, telecommunication, instant messaging, voice/video calling, any communications through social media and/or other networking sites, playing online games and networking and/or connecting with other devices;
- (b) Process transactions and payment for the purchase of any credits from the Company and/or any other purchases made from any supplier, seller and/or retailer whether online or otherwise;
- (c) Offer or provide other solutions, products and / or services to you from time to time;
- (d) Provide you with customer support and troubleshoot problems;
- (e) Compare information for accuracy;
- (f) Inform you about service updates and faults;
- (g) Request feedback or participation in on-line surveys;
- (h) Resolve disputes, provide customer support and/or to tailor your experience with the Company generally;
- (i) Verify your identity;
- (j) Customise, measure, and improve our website, solutions, products and / or services;
- (k) To improve our search functionality and help you find any information more easily, whether online or otherwise;
- (l) Organise and carry out marketing or promotional operations, offers, contests, games and similar events; and
- (m) Protect both yours and the Company's interests, such as for example fraud detection.

The Company and third party service providers acting on the Company's behalf will retain and reserve the right to use and/or analyse User Information for as long as is necessary to carry out

any of the purposes set out in this Agreement regardless of whether your contract, agreement and/or use of the Company's website, solutions, products, hardware, software and / or services is continuing or otherwise. The Company shall not be liable to anyone for the use, analysis, transfer and/or disclosure of any User Information by a third party whatsoever.

Sharing And Disclosure Of User Information

User Information may be stored and processed in any country in which the Company maintains facilities. In this regard, or for purposes of sharing or disclosing User Information in accordance with this Agreement, the Company reserves the right to transfer User Information outside of your country of residence. By using the Company's solutions, products and / or services, you consent to any such transfer of User Information outside of your country of residence. Such User Information may be subject to supervision by the regulatory authorities in each jurisdiction where services are performed or User Information resides, as well as in the jurisdiction of your residence or citizenship.

Within the Company, User Information is stored in controlled servers with limited access.

The Company may send User Information to other companies or people in certain circumstances, such as where, amongst others:

we need to share your information to provide the solutions, products and/or services that you have requested; and

we need to send the User Information to third parties who on behalf of the Company provide solutions, products and / or services to you (we will only provide such third parties the relevant information required for the delivery of the solutions, products, hardware, software and / or services, and we shall use our best endeavours to ensure that the third parties are prohibited from using such User Information for any other purpose).

Unless you instruct us otherwise (as described below), we will send you information about our various product upgrades, special offers and other new products and services from the Company that we feel may be of interest to you. Only the Company (or agents working on behalf of the Company) will send you these direct mailings. If you do not want to receive such mailings, simply opt-out of receiving future mailings by contacting the Company (see Clause 5 of this

Agreement below).

To the extent permitted by law, the User Information may be accessed by, or transferred to, any member of the Company's group companies. This use may continue even if they cease to be a member of the Company's group of companies. All such group companies who receive the User Information will use it in accordance with this Agreement.

If the Company merges with, and/or any member of the Company's group companies is acquired by another business or undertaking (or enter into discussions concerning the same) we may share the User Information with such business, undertaking and/or their advisers, but if we do so we shall use our best endeavours to ensure steps are taken so that your rights in relation to the User Information continue to be protected.

Security Measures

The Company shall use its best endeavours to protect the User Information and access to the User Information is limited to people at the Company who need it to do their job. In addition, it is our policy to maintain the integrity of the User Information within our possession. To prevent security breaches, the Company uses reasonable security techniques, such as [*SET or industry-standard Secure Socket Layer (SSL) encryption*] to protect the User Information from unauthorised access by users. However, we do not guarantee a perfect security.

How To Opt-Out Of Our Use Of User Information

You may, at any time, opt-out of our use the User Information by contacting the Company. We will remove the User Information from our database(s) as soon as reasonably possible.

Minors

The Company cannot distinguish the age of persons who use the Company's website, solutions, products, hardware, software and / or services or otherwise. If a minor (according to applicable laws) has provided the Company with User Information without parental or guardian consent, the parent or guardian should contact the Company to remove the User Information. The Company shall not be liable to any party for the use, analysis, transfer and/or disclosure of any User Information that has been provided by such minor whatsoever.

Agreement Governs Use; Changes To This Agreement

The terms of this Agreement will govern the use of and any User Information collected while it is in place. The Company reserves the right to change this Agreement at any time without prior notice to you. If we make any substantial changes in the way we use User Information, we will make that information available by posting a notice on our website or by publishing the modified Agreement. It is your responsibility to review the terms of this Agreement from time to time. Any changes will become effective as specified in the notice. If you use the Company's website, solutions, products, hardware, software and / or services after the effective date of a change in this Agreement, you will be bound by all such changes, notwithstanding that you are not aware of such changes.

Contacting Us

For any questions or comments regarding this Agreement, please contact us at info@gongle.com. In order to allow us to provide you with faster service, please submit inquiries in English if possible and advise us of the country you are contacting us from along with a description of the make and model of your products, where applicable.