

# OPPOHack Terms of Service

## 1. Terms

By accessing the website at <https://event.hackhub.com>, you are agreeing to be bound by these terms of service and our Privacy Policy, incorporated herein by reference and all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

In particular, HackHub, OPPO, and OPPOHack, and all related names, logos, product and service names, designs, and slogans are trademarks of HackHub and OPPO (the "Companies") or their affiliates or licensors. You must not use such marks without the prior written permission of the Companies. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## 2. Disclaimer

1. The materials on HackHub's website are provided on an 'as is' basis. HackHub makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
2. Further, HackHub does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

## 3. Limitations

In no event shall HackHub or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on HackHub's website, even if a HackHub authorized representative has been notified orally or in writing of the possibility of such damage.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## 4. Accuracy of Materials

The materials appearing on the HackHub website may include technical, typographical, or photographic errors. HackHub does not warrant that any of the materials on its website are accurate, complete or current. HackHub may make changes to the materials contained on its

website at any time without notice. However, HackHub does not make any commitment to update the materials.

## **5. Links**

HackHub has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by HackHub of the site. Use of any such linked website is at the user's own risk.

## **6. Modifications**

HackHub may revise these terms of service for its website at any time without notice. Your continued use of this website following the posting of any revisions means you are agreeing to be bound by the revised terms of service.

## **7. Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of British Columbia, Canada and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

## **8. Ticketing System**

We offer services to enable the payment by our Hackathon Organizers through our third party service providers, StripePayments Canada, Ltd. As with any third party service provider, we strongly encourage you to review the privacy policy of the Payment Service Providers, which can be viewed here at Stripe: <https://stripe.com/en-ca/privacy>. And to discontinue or not proceed with using the Payment Services offered through the Payment Service Provider if you do not agree to anything herein.

## **9. Cancellation and Refund**

If an event needs to be cancelled due to event organizers, the deadline for event cancellation is two weeks before the event start date. HackHub will not be able to refund event tickets to the event organizer after the deadline. Ticket refund can be processed via HackHub Hackathon's online management system. With written notice, participants will be able to cancel their tickets within 7 days after ticket purchase. Refund amount will not include online Stripe transaction Fee. Please see Stripe Policy here. Please reach out to your event organizer directly.

## **10. Managing, Reviewing and Updating Your Personal Information**

All users may review, update, correct or delete the Personal Information in their HackHub Profile page by contacting us by email at [info@hackhub.com](mailto:info@hackhub.com) or by directly editing under your profile within your account.

# Privacy Notice

Last modified: July 7, 2021

OPPO and HackHub ("We") respect your privacy and commit to protecting it through our compliance with the practices described in this notice.

This notice describes our practices for collecting, using, maintaining, protecting, and disclosing the personal data we may collect from you or that you may provide when you visit our website that link or refer to this notice (our "Website"). This notice applies to the personal data collected through our Website, regardless of the country where you are located.

The Website may include links to third-party websites, plug-ins, services, social networks, or applications. Clicking on those links or enabling those connections may allow the third party to collect or share data about you. We do not control these third-party websites, and we encourage you to read the privacy notice of every website you visit.

Please read this notice carefully to understand our policies and practices for processing and storing your personal data. By engaging with our Website, you accept and consent to the practices described in this notice. This notice may change from time to time (see Changes to Our Privacy Notice). Your continued engagement with our Website after any such revisions indicates that you accept and consent to them, so please check the notice periodically for updates.

## Data We May Collect About You

We collect and use different types of data from and about you including:

- Personal data that we could reasonably use to directly or indirectly identify you, such as your name, postal address, email address, telephone number, user name or other similar identifier, or any other identifier we may use to contact you online or offline ("personal data").
- Non-personal data that does not directly or indirectly reveal your identity or directly relate to an identified individual, such as demographic information, statistics, or aggregated information. Statistical or aggregated data does not directly identify a specific person, but we may derive non-personal statistical or aggregated data from personal data. For example, we may aggregate personal data to calculate the percentage of users accessing a specific Website feature.

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, or operating system and platform.
- Non-personal details about your Website interactions, including the full Uniform Resource Locators (URLs), clickstream to, through, and from our Website (including date and time), products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, or any phone number used to call our customer service number.

If we combine or connect non-personal, technical, or demographic data with personal data so that it directly or indirectly identifies an individual, we treat the combined information as personal data.

### How We Collect Data About You

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us information about you by filling in forms or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you create an account, subscribe to our service, enter a competition, and when you report a problem with our Website.
- **Automated technologies or interactions.** As you interact with our Website, we may automatically collect technical data about your equipment, browsing actions and patterns as specified above. We collect this information by using cookies and other similar technologies (see Cookies and Automatic Data Collection Technologies).
- **Third parties or publicly available sources.** We may receive information about you from 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, data brokers, or aggregators.
- **User contributions.** You also may provide information for us to publish or display ("post") on public Website areas or transmit to other Website users or third parties (collectively, "User Contributions"). You submit User Contributions for posting and transmission to others at your own risk. Although you may set certain privacy settings for User Contributions by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of any Website users with whom you choose to share your User Contributions. Therefore, we cannot and do not guarantee that unauthorized persons will not view your User Contributions.

### *Cookies and Automatic Data Collection Technologies*

Our Website uses cookies (small files placed on your device) or other automatic data collection technologies to distinguish you from other Website users. This helps us deliver a better and more personalized service when you browse our Website. It also allows us to improve our Website by enabling us to:

- Estimate our audience size and usage patterns.
- Store your preferences so we may customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

### *Third-Party Use of Cookies*

Some content or applications, including advertisements, on the Website are served by third parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use to collect information about you when you use our Website. They may associate the information collected with your personal data or they may collect information, including personal data, about your online activities over time and across different websites or other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control how these third-party tracking technologies operate or how they may use the collected data. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see [Your Personal Data Use Choices](#).

### How We Use Your Personal Data

We use your personal data to provide you with products, offer you services, communicate with you, deliver advertising and marketing, or to conduct other business operations, such as using data to improve and personalize your experiences. Examples of how we may use the personal data we collect include to:

- Present our Website and provide you with the information, products, services, and support that you request from us.

- Meet our obligations and enforce our rights arising from any contracts with you, including for billing or collections, or comply with legal requirements.
- Fulfil the purposes for which you provided the data or that were described when it was collected.
- Notify you about changes to our Website, products, or services.
- Ensure that we present our Website content in the most effective manner for you and for your computer.
- Administer our Website and conduct internal operations, including for troubleshooting, data analysis, testing, research, statistical, and survey purposes.
- Improve our Website, products or services, marketing, or customer relationships and experiences.
- Enable your participation in our Website's interactive, social media, or other similar features.
- Protect our Website, employees, or operations.
- Measure or understand the effectiveness of the advertising we serve to you and others, and to deliver relevant advertising to you;
- Make suggestions and recommendations to you and other users of our Website about goods or services that may interest you or them.

We may use non-personal data for any business purpose.

### Disclosure of Your Personal Data

We may share your personal data with:

- Any member of our corporate group, which means our subsidiaries, our ultimate holding company and its subsidiaries, and our affiliates.
- Business partners, suppliers, service providers, sub-contractors, and other third parties we use to support our business (such as analytics and search engine providers that assist us with Website improvement and optimization).
- Third parties to market their products or services to you if you have not opted out of these disclosures. For more information, see Your Personal Data Use Choices.
- Advertisers and advertising networks that require the data to select and serve relevant ads to you and others. We do not disclose data about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help

advertisers reach the kind of audience they want to target (for example, women in a specific location). We may 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.

- Credit reference agencies when required to assess your credit score before entering into a contract with you.
- To fulfil the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- For any other purposes that we disclose in writing when you provide the data.
- With your consent.

We may also disclose your personal data to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- To a buyer or other successor in the event of merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, where one of the transferred assets is the personal data we hold.
- To comply with any court order, law, or legal process, including responding to any government or regulatory request.
- To enforce or apply our terms of service and other agreements.
- To protect the rights, property, or safety of our business, our employees, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of cybersecurity, fraud protection, and credit risk reduction.

We may share non-personal data without restriction.

### Consent to Personal Data Transfer

We are based in Canada. We may process, store, and transfer the personal data we collect, in and to a country outside your own, with different privacy laws that may or may not be as comprehensive as your own.

By submitting your personal data or engaging with our Website, you consent to this transfer, storing, or processing.

### Your Personal Data Use Choices

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising:

- **Promotional Offers from the Company.** If you do not want us to use your contact information to promote our own products and services, or third parties' products or services, you can opt-out by sending us an email with your request to [info@hackhub.com](mailto:info@hackhub.com). You may also opt-out of further marketing communications by replying to any promotional email we have sent you or following the opt-out links on that message.
- **Third-Party Advertising.** If you do not want us to share your personal data with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by sending us an email stating your request to [info@hackhub.com](mailto:info@hackhub.com).
- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this Website may become inaccessible or not function properly. For more information about tracking technologies, please see Cookies and Automatic Data Collection Technologies.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to [info@hackhub.com](mailto:info@hackhub.com).

Our Website may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates, or include plug-ins enabling third-party features. If you follow a link to any third-party website or engage a third-party plug-in, please note that these third parties have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these third parties.

### Accessing and Correcting Your Personal Data

You can access, review, and change your personal data by logging into the Website and visiting your account profile page.

We may not accommodate a request to change or delete information if we believe the change or deletion would violate any law or legal requirement or negatively impact the information's accuracy.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages or because other Website users may have copied or stored them. Our terms of service govern proper access and use of information provided on the Website, including User Contributions.



## Jurisdiction Specific Rights

# Privacy Policy for California Residents

**Effective Date:** June 11, 2021

## Overview

This Privacy Policy for California Residents ("Policy") applies solely to all visitors, users, registrants, and others who reside in the State of California ("consumers" or "you"). We adopt this Policy to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this Policy.

## Information We Collect

Our website collects information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("personal information").

Personal information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.

In particular, our Website has collected the following categories of personal information from consumers within the last twelve (12) months:

| Category        | Examples   | Collected |
|-----------------|--|-----------|
| A. Identifiers. | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers. | Yes       |

|   |  |     |
|---|--|-----|
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). | <p>A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.</p> <p>Some personal information included in this category may overlap with other categories.</p> | Yes |
| C. Protected classification characteristics under California or federal law.  | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).   | No  |
| D. Commercial information.  | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.   | No  |
| E. Biometric information.   | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.  | No  |
| F. Internet or other similar network activity.  | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.   | No  |

|   |  |    |
|---|--|----|
| G. Geolocation data.  | Physical location or movements.  | No |
| H. Sensory data.  | Audio, electronic, visual, thermal, olfactory, or similar information.   | No |
| I. Professional or employment-related information.  | Current or past job history or performance evaluations.  | No |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | No |
| K. Inferences drawn from other personal information.  | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.  | No |

Personal information does not include publicly available information from government records and de-identified or aggregated consumer information.

Our Website obtains the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete.

### Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the purpose for which you provided the information;
- To provide, support, personalize, and develop our Website, products, and services;
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses;
- To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business;
- For testing, research, analysis, and product development, including to develop and improve our Website, products, and services;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Sharing of Personal Information

We may share your personal information solely for a business purpose. When we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: Personal information categories listed in the California Customer Records statute

We disclose your personal information for a Business Purpose to the following categories of third parties:

- Service providers.

- Third parties with whom you direct us to share your personal information.

In the preceding twelve (12) months, OPPO has not sold or leased any personal information. OPPO does not sell or lease personal information.

## **Your Rights and Choices**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### ***Right to Know and Data Portability***

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months (the "right to know"). Once we receive your request and confirm your identity (see [Exercising Your Rights to Know or Delete](#)), we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.
- The specific pieces of personal information we collected about you (also called a data portability request).

### ***Right to Delete***

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions (the "right to delete"). Once we receive your request and confirm your identity (see [Exercising Your Rights to Know or Delete](#)), we will review your request to see if an exception allowing us to retain the information applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We will delete or deidentify personal information not subject to one of these exceptions from our records and will direct our service providers to take similar action.

### ***Exercising Your Rights to Know or Delete***

To exercise your rights to know or delete described above, please submit a request by:

- Email at [info@innopeaktech.com](mailto:info@innopeaktech.com)
- Postal mail at Innpeak Technology, Inc., 2479 E. Bayshore Road #110, Palo Alto, CA 94303

Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your personal information. To designate an authorized agent, please include the agent's name in your request.

You may only submit a request to know twice within a 12-month period. Your request to know or delete must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, which may include:
  - Your name and email address
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

You do not need to create an account with us to submit a request to know or delete.

We will only use personal information provided in the request to verify the requestor's identity or authority to make it.

### ***Response Timing and Format***

We will confirm receipt of your request within ten (10) business days.

We endeavor to substantively respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to another 45 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding our receipt of your request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### Changes to Our Privacy Policy

We reserve the right to amend this privacy policy at our discretion and at any time. When we make changes to this privacy policy, we will post the updated notice on the Website and update the notice's effective date. Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

### Contact Information

If you have any questions or comments about this notice, the ways in which Oppo collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Email: [info@innopeaktech.com](mailto:info@innopeaktech.com)

Postal Address: Innopeak Technology, Inc., 2479 E. Bayshore Road #110, Palo Alto, CA 94303

If you need to access this Policy in an alternative format due to having a disability, please contact [info@innopeaktech.com](mailto:info@innopeaktech.com).

### Data Security

The security of your personal data is very important to us. We use physical, electronic, and administrative safeguards designed to protect your personal data from loss, misuse, and unauthorized access, use, alteration, or disclosure.



The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal data, we cannot guarantee the security of your personal data transmitted to our Website. Any transmission of personal data is at your own risk. We are not responsible for the circumvention of any privacy settings or security measures contained on the Website.

#### Children's Online Privacy

We do not direct our Website to minors and we do not knowingly collect personal data from children under 13 or as defined by local legal requirements. If we learn we have mistakenly or unintentionally collected or received personal data from a child without appropriate consent, we will delete it. If you believe we mistakenly or unintentionally collected any information from or about a child, please contact us at [info@hackhub.com](mailto:info@hackhub.com).

#### Changes to Our Privacy Notice

We will post any changes we may make to our privacy notice on this page. If the changes materially alter how we use or treat your personal data we will notify you through a notice on the Website home page. Please check back frequently to see any updates or changes to our privacy notice.

#### Contact Information

Please address questions, comments, and requests regarding this privacy notice and our privacy practices to [info@hackhub.com](mailto:info@hackhub.com).

