

Overview

Please read the following privacy policy and personal information collection statement (the “**Policy**”) carefully. It contains important information about how Hong Kong Coma Technology Co., Limited and our affiliated companies (collectively, “**Coma**”, “**we**”, “**us**” or “**our**”) collect, use, handle, store, share, transfer, transmit, delete, or otherwise process (collectively, “**process**”) Personal Data and other information that are collected and received during our operation of Coma’s website(s) (“**Site(s)**”) and services (“**Services**”) and through your use of the Site(s) or Services. Depending on the jurisdiction in which you are a resident, the relevant data privacy laws and regulations of that jurisdiction may apply.

1. Our Data Privacy Principles

We are committed to protecting your privacy in accordance with applicable laws and regulations. We adhere to industry standards and will use our best endeavours to protect your Personal Data and other information provided by you in our possession or control from unauthorised and/or accidental processing, access, modification, disclosure, destruction, loss or other use by adopting reasonable security measures.

This Policy sets out our data protection standard and measures in relation to providing adequate protection for your Personal Data and your rights concerning the processing of such information. We shall only process your Personal Data and such other information provided by you in accordance with this Policy and any applicable laws and regulations of any relevant jurisdiction.

In the unlikely event of a data breach pertaining to the unauthorised processing of Personal Data or such other information provided by you that is in our possession or control, we will duly submit a data breach notification to the relevant authority(ies) if required by relevant and applicable laws and regulations.

2. Data Types and Data Collection

We will by lawful means collect, and you will provide, information that is necessary for your use of the Site(s) or Services:

Personal Data means any information, whether on its own or when combined with other information, directly or indirectly relating to an individual and his/her business from which it is practicable for his/her identity to be directly or indirectly ascertained, or such other wider definition as may be prescribed by any applicable law or regulation of any relevant jurisdiction. This includes information about an individual that is personally identifiable, such as his/her personal information and contact information that is not otherwise publicly available. When you register with us and use the Site or Services, Coma collects your Personal Data, including but not limited to your name, email address, mailing address, phone number, HKID number (to the extent permissible under applicable laws and regulations), date of birth (solely for identity verification purposes), as well as and business information, including but not limited to business/company name, business/company address, business registration number, credit card number(s) and billing information. For the avoidance of doubt, business information is not considered Personal Data provided that it is used for business-to-business transactions. We tokenise your credit card number(s) and your billing information for secure storage and we only store tokenised information. Once you register an account with Coma, we will associate your identity with your Coma account (“**Account**”). We do not seek to collect sensitive information about you, unless it is necessary for our business purposes and the

purposes stated in this Policy and collected in accordance with the relevant laws or regulations or otherwise required by law or relevant authorities. Sensitive information we may collect includes your political or trade union membership or associations, criminal record, and biometric information.

Transaction Data means any information about your transactions with or through us. We automatically receive and record such information on our server logs from your browser, including your IP address, Coma cookie information, and the page you requested.

Third-Party Data means any information relating to your payment recipient ("**Recipient**") that may be required by Coma to process your payments or transactions and/or to comply with regulations and perform compliance or verification checks. Such information may include Personal Data of the Recipient or third parties, such as the Recipients' name, bank account number, and a copy of your contract, invoice or receipt with the Recipient. By providing us with such information, you warrant that you have obtained the consent of the Recipient or third party to the provision of such information to Coma, and to Coma's processing such information for the above-stated purposes. You hereby warrant that such information provided to us is accurate to the best of your knowledge and that you will comply with all applicable laws and regulations (including applicable data privacy and confidentiality laws) in relation to the processing of such information.

3. Use of Data and Information

We may and will only process your Personal Data and such other information provided by you, whether within or outside of your jurisdiction, for one or more of the following stated purposes and any other purposes permitted by you or as permitted by applicable laws and regulations:

- to consider and/or process your application/transactions with us or your transactions or communications with third parties via the Services;
- to manage, operate, provide and/or administer your use of and/or access to our Site(s) and/or Services, as well as your relationship and Account with us;
- to tailor your experience through the Services by displaying content according to your interests and preferences, providing a faster method for you to access your Account and submit information to us and allowing us to contact you if necessary;
- to respond to, process, deal with or complete a transaction and/or to fulfil your requests for certain products and services and notify you of service issues and unusual Account activities;
- to enforce our Services Agreement or any applicable end user licence agreements;
- to protect the rights, property or safety of you and other users of our Site(s) and/or Services;
- for identification and/or identity verification of you and your Recipient;
- to maintain and administer any software updates and/or other updates and support that may be required from time to time to ensure the smooth running of our Services;
- to deal with or facilitate customer service, carry out your instructions, deal with or respond to any enquiries given by, or purported to be given by, you or on your behalf;
- to contact you or communicate with you via voice call, text message, email and/or postal mail or otherwise;
- to conduct research, analysis and development activities (including, but not limited

to, data analytics, surveys, product and service development, and/or profiling), analyse how you use our Site(s) and/or Services, improve our Site(s), Services or products, and/or to enhance your customer experience;

- to allow for audits and surveys to, among other things, validate the size and composition of our target audience and understand their experience;
- only where you give us your prior consent, to send you direct marketing material (please see details below);
- to respond to legal processes or to comply with or as required by any applicable laws, governmental or regulatory requirements of any relevant jurisdiction, including, without limitation, meeting the requirements to make disclosure under the requirements of any law binding on us;
- to produce statistics and research for internal and statutory reporting requirements and/or to meet record-keeping requirements;
- to carry out due diligence or other screening activities (including, without limitation, background checks) in accordance with legal or regulatory obligations or our risk management policies that may be required by law or that may have been put in place by us;
- to prevent or investigate any fraud, unlawful activity, omission or misconduct, whether relating to your use of our Site(s) and/or Services or any other matter arising from your relationship with us, and whether or not there is any suspicion of the aforementioned;
- for disaster recovery or otherwise;
- any other purposes which we notify you in writing of at the time of obtaining your consent.

4. Data Transfer and Disclosure

We do not rent, sell, transfer, or disclose your Personal Data or such other information provided by you with non-affiliated companies or other parties. Notwithstanding the preceding, under the following circumstances and to the extent permissible under applicable laws and regulations of the relevant jurisdiction(s), we may, with your consent, share your personal data or such other information provided by you:

- With our third-party service providers or data centres of third-party data storage providers, whether in or out of jurisdiction and who have entered into appropriate confidentiality arrangements with us, for background check, customer screening and identity verification and customer care services to provide the Site(s) and/or Services you have requested;
- With our employees on a need-to-know basis to provide the Site(s) and/or Services to you or to fulfil their duties;
- With third parties, who have entered into appropriate confidentiality arrangements with us, where it is necessary to satisfy the purposes as stated in this Policy, or any person, entity, or authority to whom we are under an obligation to make disclosure in accordance with any applicable laws, regulations, or regulatory or accounting requirements;
- When it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential

- threats to the physical safety of any person, or violations of Coma's terms of use;
- With prospective parties and their advisers and new owners of the business for due diligence purpose when Coma or any subsequent future successor company is acquired by or merged with another company;
 - When required by law or relevant regulatory authorities to make any disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored Personal Data (or "personal data" otherwise defined in applicable law) to you via email or conspicuous posting on the Site in the most expedient time possible and without unreasonable delay, insofar as consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

We may share statistical and demographic information about you and your transactions with suppliers of advertisements and programming. For the avoidance of doubt, this would not include your Personal Data. For each payment made through our Services, the Recipient may request your information solely for the purpose of identifying your payment and its origins. Notwithstanding and without prejudice to the above, Coma is equipped with standard encrypted Secure Sockets Layer (SSL) Certificate and your payment card details are not stored by Coma but instead managed in a Payment Card Industry Data Security Standard (PCI DSS) compliant network.

5. Direct Marketing

With your consent, we may use your name, phone number, email address, mailing address, your preferred language of communication, and your birthday month information ("**Marketing Data**") to provide you with marketing information, including information about products, services and events of Coma, our affiliates, and our third-party business partners which are in the business of financial and technology services, money services and money lending ("**Coma Business Partners**"). These products and services include financial services, money services, money lending, and technology services ("**Marketing Subjects**"). Our affiliates and Coma Business Partners may also use Marketing Data to provide you with information about their Marketing Subjects. We may receive compensation in sharing your Marketing Data with our affiliates and Coma Business Partners. You may opt out of direct marketing at any time, and we will stop sending you such information and providing your personal data to our affiliates and Coma Business Partners, and will notify our affiliates and Coma Business Partners to whom your personal data has been so provided to stop using your personal data in direct marketing. Please note that the system may take some time to process your request and you may still receive marketing information in the interim.

If your Marketing Data is used in any direct marketing communications, you have the right to request that we provide you with the source of that Marketing Data. There is no fee for requesting this information. We will provide you with the source of personal data unless it is impracticable or unreasonable to do so.

6. Cookies and Information Collected by Third Parties

Use of Cookies

We use cookies to collect information when you use our Site(s) or Services. A cookie is a small data file that we transfer to your device or computer's hard disk for record-keeping purposes in relation to your use of our Site(s) to improve your Site experience. Allowing cookies does

not give us or any other site access to the rest of your device or computer. We utilise persistent cookies to save your login information for future logins to the Site(s) and Account. We utilise session ID cookies to gather information in relation to your usage patterns on the Site(s) to enable certain features of the Site(s) and Account to better understand how you interact with the Site(s) and Account and to monitor aggregate usage by you and web traffic routing on the Site(s). Contrary to persistent cookies, session ID cookies are deleted from your device or computer when you log off from the Site(s), Account and Services and then close your browser. Information collected by cookies is separate from and is not linked to your Personal Data.

Third-party Cookies and “Remarketing” or “Retargeting”

Third-party advertisers on the Site(s) and Account may also place or read cookies on your browser in order to provide you with targeted advertising which is more relevant to you and your interests. After you have visited the Site(s) and/or Account, you may see Coma's advertisements on certain participating third-party websites.

Furthermore, Coma uses third party cookies technology, including but not limited to Google Analytics, a web analytics service provided by Google, Inc. (“**Google**”). Google Analytics uses cookies to help Coma analyse how you use the Site(). The information generated by the cookie about your use of the Site(s) (including your IP address) will be transmitted to and stored by Google on its servers. Google will use this information for the purpose of evaluating your use of the Site(s), compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

Other information collected by third parties

In your use of our Site(s) and/or Services, third parties may also collect your Personal Data. For example, when you make payments on our Site, you may be directed to the web pages of a third-party payment gateway services provider which will collect your Personal Data.

We, and third parties, may from time to time make software applications downloads available for your use on or through the Services. These applications may separately access, and allow a third party to view, your Personal Data, your computer's IP address or other information such as any cookies that you may previously have installed or that were installed for you by a third-party software application or website. Additionally, these applications may ask you to provide additional information directly to third parties. Third-party products or services provided through these applications are not owned or controlled by Coma.

You are encouraged to read the terms and other policies published by such third parties on their websites or otherwise. We have no control over and shall not be responsible for any third party's processing of your Personal Data.

Cookie Settings

By changing browser settings, you may disable cookies or instruct the browser to prompt you before accepting a cookie. If you accept cookies during your use of the Site(s), Account or Services, you acknowledge that your information is being processed as described above. However, by disabling or not accepting cookies, you may not be able to enjoy full services and features of the Site(s) or all functionality of the Services. If your Marketing Data is used in

any direct marketing communications, you have the right to request that we provide you with the source of that Marketing Data. There is no fee for requesting this information. We will provide you with the source of personal data unless it is impracticable or unreasonable to do so.

7. Data Retention

We will retain your Personal Data and any such other information provided by you for as long as is necessary for providing the Site(s) or Services to you subject to any legal, regulatory or accounting requirements, after which it will be erased or destroyed permanently using all practicable steps.

Unless you have expressly opted out of communications and deactivated or terminated your Account and removed payment details therein, you acknowledge that your Personal Data, payment history, username and password may remain in our system including for the purpose of legal compliance. If your Account is not used for more than 5 years, we will keep your Account alive and may retain non-personal information, but we will erase your other Personal Data.

8. Right to Access and Update Your Information

You have the right to request information about the nature of your Personal Data that is processed by us or in our possession or control and how your Personal Data collected by us is processed.

You have the right to request access to and correction of your Personal Data in our possession or control and the right to opt out of direct marketing. If any Personal Data that you have provided changed, for example if you change your name, email address, or payment details, please inform us by editing your Account profile page or by sending an email to our data officer at support@Coma.global. You may ask us, or we may ask you, to correct information that is deemed inaccurate, and you may also ask us to remove information which is inaccurate. If you would like to make such requests, please send an email to our data officer at support@Coma.global.

9. General

By using our Site(s) or Services and by providing or making available your Personal Data and such other information as described above to us, you acknowledge that such provision is fair and reasonable and you consent to the processing, sharing or disclosure of your Personal Data and/or such other information by us for the purposes of providing the Site(s) or Services to you, improving our Site and features, contacting you, conducting research, and such other purposes as stated in this Policy. Your consent means that Coma will not be held accountable for any data breach not due to its default. You may withdraw your consent by written notice at support@Coma.global. Please note that it is mandatory to provide certain Personal Data or such other information to us, otherwise you may not be able to register for an Account and continuously and fully use the Site(s) or Services.

By providing your email address associated with your Account, selecting the check box on the registration page or subscribing to our email list via your Account profile page, you consent to us sending emails to you relating to the Services, including transactional and product updates. You may withdraw your consent to receive electronic marketing communications at any time by opting out on your Profile page, emailing us at support@Coma.global, or following the unsubscribe procedure contained in any electronic

communication you receive from us. Coma reserves the right to send users that have provided an email address updates that are transactional in nature including, but not limited to payment receipts, updates such as administrative messages, password reset notifications, and other Account related information.

10. Changes to Our Privacy Policy

This Policy may be revised or updated from time to time and you are advised to check this Policy periodically. We will notify you of significant changes to this Policy through direct email to the address associated with your Account, or a notification prominently displayed on our Site.