

## **Part I– Disclaimer of the application**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS INCLUDING PART II PRIVACY POLICY STATEMENT CAREFULLY AS THEY APPLY TO YOUR USE OF MONACO ONE DEVELOPMENT APPLICATION. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT DOWNLOAD AND USE MONACO ONE DEVELOPMENT APPLICATION.

### **1. DEFINITIONS**

The following words have the following meanings in these Terms and Conditions:

"Affiliates" means, to any Person or entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person or entity. For the purposes of this definition, the term "Control" (including the terms "Controlling", "Controlled by" and "under common Control with") of a Person or entity means the possession, directly or indirectly, of the power: (i) to vote more than fifty percent (50%) of the voting interests of such Person or entity; or (ii) to direct or cause the direction of the management and policies of such Person or entity, whether through the ownership of voting interests, by contract or otherwise;

"Applicable Laws" means all or any statute, ordinance, rule, regulation, including the rules of any recognized Stock Exchange, order, decree, directive, requirement, code, notice or rule of common law, now or in the future in effect, and in each case as amended or re-enacted from time to time, and legislation supplemental to it, and any judicial or administrative interpretation of it by a Governmental Authority or otherwise, including any judicial or administrative order, determination, consent, decree or judgment of and in Hong Kong;

"Content" means all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials displayed on or available through the MONACO ONE DEVELOPMENT APP;

"Products and Services" means any products and services which may from time to time be available to be ordered, booked, requested, purchased or given away via the MONACO ONE DEVELOPMENT APP;

"Terms and Conditions" means these terms and conditions as amended from time to time and posted on MONACO ONE DEVELOPMENT APP;

"user" means any person who access the MONACO ONE DEVELOPMENT APP;

"we, our, us" means Wheelock Properties (Hong Kong) Limited;

"MONACO ONE DEVELOPMENT APP" means the MONACO ONE DEVELOPMENT APP operated by Wheelock Properties (Hong Kong) Limited;

"you, your" means users of MONACO ONE DEVELOPMENT APP.

### **2. SERVICES**

You may be provided with certain services by us through the MONACO ONE DEVELOPMENT APP, including but not limited to the handover service, defects follow up service and notification service.

You agree that we are under no obligation to provide any of the services to you in or via the MONACO ONE DEVELOPMENT APP, and we may revise, suspend, terminate, extend or reduce the scope of services to be provided to you in or via the MONACO ONE DEVELOPMENT APP. We will not be liable or responsible in any way for any such revision, suspension, termination, extension or reduction. We are also not liable to you for the failure to provide any services in or via the MONACO ONE DEVELOPMENT APP.

### **3. ENTIRE AGREEMENT**

These Terms and Conditions, unless otherwise provided, represent the complete agreement between you and us concerning your use of the MONACO ONE DEVELOPMENT APP.

#### 4. COVENANTS

You agree to use this MONACO ONE DEVELOPMENT APP for your personal, non-commercial use only and you are solely responsible for all Content whether publicly posted or privately transmitted by you in or through MONACO ONE DEVELOPMENT APP.

As a condition of your use of MONACO ONE DEVELOPMENT APP, you agree that you will not use MONACO ONE DEVELOPMENT APP for any purpose that is unlawful or prohibited by any Applicable Laws or the terms, conditions, and notices contained herein. Without limiting the generality of the foregoing, you further agree not to:

1. trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorized by us;
2. post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable Content of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law, infringe any intellectual property rights, proprietary rights or confidentiality obligations of others;
3. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;
4. post, publish, transmit, reproduce, distribute or in any way exploit any Content obtained through the MONACO ONE DEVELOPMENT APP for commercial purposes;
5. upload, post, publish, transmit, reproduce, or distribute in any way, any component of MONACO ONE DEVELOPMENT APP itself or any Content obtained through MONACO ONE DEVELOPMENT APP which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission;
6. transmit, post or upload any Content that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment through MONACO ONE DEVELOPMENT APP;
7. transmit, post or upload any Content protected by intellectual property laws, rights of privacy or publicity or any other applicable laws unless you own or control the rights thereto or have received all necessary consents;
8. interfere with or disrupt networks connected to MONACO ONE DEVELOPMENT APP or violate the regulations, policies or procedures of such networks;
9. attempt to gain unauthorized access to MONACO ONE DEVELOPMENT APP, computer systems or networks connected to MONACO ONE DEVELOPMENT APP, through password mining or any other means;

10. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of MONACO ONE DEVELOPMENT APP are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
11. "stalk" or otherwise harass another; or
12. collect or store personal data about other users.

We reserve the rights from time to time, without notice, to observe and record your access to and use of MONACO ONE DEVELOPMENT APP to determine if you are complying with these Terms and Conditions.

## **5. MONITORING**

We do not actively monitor the Content submitted, posted, transmitted or sent by users to, on or through MONACO ONE DEVELOPMENT APP or guarantee the accuracy, integrity or quality of such Content. However, we will consider complaints concerning inappropriate Content on MONACO ONE DEVELOPMENT APP, but we do not guarantee that we will take any action in respect of the same. Furthermore, we reserve the right to remove or withhold, without warning, any Content from MONACO ONE DEVELOPMENT APP or any link to any website which we consider appropriate in our sole discretion. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content submitted, posted, emailed or otherwise transmitted via MONACO ONE DEVELOPMENT APP.

## **6. LINKS TO THIRD PARTY WEBSITES**

We may provide links to other sites or resources ("Linked Site(s)"). We have no control over the Linked Sites and we are not responsible for the Content of any Linked Site or any links contained in a Linked Site, or any changes or updates to such sites. We do not monitor the contents of the Linked Sites. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Linked Site or any association with its operator. Where a Linked Site advertises, sells or contains financial products or services information, we expressly declare that we do not endorse any such financial products or services as appearing on that Linked Site or any other web site which the Linked Site may link to. You agree that we shall not be responsible or liable for any loss or damage of any kind incurred as a result of the use of the services or the content of any Linked Site.

## **7. DISCLAIMERS & LIMITATION OF LIABILITY**

THIS MONACO ONE DEVELOPMENT APP IS PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF MONACO ONE DEVELOPMENT APP OR THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE CONTENT OR PRODUCTS INCLUDED ON MONACO ONE DEVELOPMENT APP. INFORMATION PROVIDED IN MONACO ONE DEVELOPMENT APP IS FOR REFERENCE ONLY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES AS TO:

1. THE AVAILABILITY OF MONACO ONE DEVELOPMENT APP OR THAT IT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED;
2. THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY CONTENT ON MONACO ONE DEVELOPMENT APP;
3. THE MERCHANTABILITY, STANDARD OF QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCTS AVAILABLE ON MONACO ONE DEVELOPMENT APP;
4. THE USE OR EXERCISE OF REASONABLE CARE AND SKILL IN PROVIDING OR DELIVERING ANY SERVICES ON OR THROUGH MONACO ONE DEVELOPMENT APP OR THE TIMELINESS OF SERVICES OFFERED OR PROVIDED ON MONACO ONE DEVELOPMENT APP;
5. NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR
6. MONACO ONE DEVELOPMENT APP BEING FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS.

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO MONACO ONE DEVELOPMENT APP OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY. OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR MONACO ONE DEVELOPMENT APP. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

Without limiting any exclusion specifically provided for in these Terms and Conditions we shall in no event be liable for any costs, damages or liability for:

1. the standard of the Products and Services provided, including any failure or deficiency, or alleged failure or deficiency, of any Products and Services;
2. the breach, or alleged breach, of any warranty, express or implied, relating to any Products and Services;
3. any loss or damage or impairment to any such Products and Services;
4. any act or failure to act of any, shipper or other carrier, or any employee or agent thereof; or
5. any unauthorized use of MONACO ONE DEVELOPMENT APP or breach of security relating to MONACO ONE DEVELOPMENT APP.

You specifically agree that neither we nor our Affiliates shall be responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that neither our Affiliates nor we shall be responsible for the Content sent out using and/or included in MONACO ONE DEVELOPMENT APP by any third party.

The limitation of liability contained in these Terms and Conditions will apply to the fullest extent permitted by Applicable Law.

We make no representation that materials on MONACO ONE DEVELOPMENT APP are appropriate or available for use in any other jurisdictions, and accessing MONACO ONE DEVELOPMENT APP from locations where its operation are illegal is prohibited. Those who access MONACO ONE DEVELOPMENT APP from other locations do so at their own discretion and are solely responsible for compliance with their laws and rules. You

confirm that you have all the requisite approvals for using the Internet and online conduct.

## **8. INTELLECTUAL PROPERTY**

MONACO ONE DEVELOPMENT APP together with all Content made available as part of MONACO ONE DEVELOPMENT APP is our property or is licensed by us and is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Our licensors and we own copyright in the selection, co-ordination, arrangement and enhancement of such Content, as well as in the content original to it. You may not modify, publish, transmit, redistribute, participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the Content, in whole or in part. You may only download such part of the Content as is expressly permitted to be downloaded from MONACO ONE DEVELOPMENT APP for the use specified and for your personal use only. You have no rights in or to the Content and you will not use the Content, except as permitted under these Terms and Conditions.

Except as otherwise expressly permitted by us and the copyright owner by written permission and/or under applicable copyright law, no modification, copying, redistribution, uploading, retransmission, publication or commercial exploitation of downloaded material will be permitted. In the event of any permitted copying, redistribution or publication of copyrighted material, you agree not to make any change to or deletion of author attribution, trademark, legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

## **9. INDEMNITY**

You agree to indemnify and hold us and our subsidiaries, Affiliates, officers, directors, agents, and employees, harmless from and against any losses, claims, liabilities, damages, demands, costs and expenses (including all legal fees), incurred or suffered by us in connection with or arising from your breach of these Terms and Conditions and/or your use of MONACO ONE DEVELOPMENT APP or the services offered therein. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right to assume exclusive defence and control of any such claim or action.

## **10. LEGAL COMPLIANCE**

You shall comply with all Applicable Laws regarding your use of MONACO ONE DEVELOPMENT APP. We recommend that you seek legal advice on your own account if you are not sure what Applicable Laws comprise.

## **11. TERMINATION**

Without prejudice to any other rights we may have, we may terminate your use of and access to any part or all of MONACO ONE DEVELOPMENT APP or any related service(s) at any time with immediate effect without any notice and in our sole discretion for any reason, including without limitation:

1. if you breach these Terms and Conditions;
2. if we are unable to verify or authenticate any information you provide to us;
3. if we believe that your actions may give rise to liability of any nature; or
4. if we deem your action unsuitable or inappropriate.

Upon termination, you must destroy all material obtained from MONACO ONE DEVELOPMENT APP and any copies thereof. If you wish to terminate your use of part or

all of MONACO ONE DEVELOPMENT APP your only recourse is to discontinue the use of MONACO ONE DEVELOPMENT APP.

## **12. MODIFICATIONS TO TERMS AND CONDITIONS**

We reserve the right to change these Terms and Conditions or any policies regarding the use of MONACO ONE DEVELOPMENT APP at any time and to notify you by posting an updated version thereof on MONACO ONE DEVELOPMENT APP. You are responsible for regularly reviewing the Terms and Conditions and the applicable policies. Continued use of MONACO ONE DEVELOPMENT APP after any such posting amounts to your conclusive acceptance of such revised Terms and Conditions or policies. If any such revision is unacceptable to you, you must terminate use of MONACO ONE DEVELOPMENT APP immediately. We reserve the right to interpret these Terms and Conditions and decide on any questions or disputes arising under these Terms and Conditions. You agree that all such interpretations and decisions shall be final and conclusive, and binding on you as a user of MONACO ONE DEVELOPMENT APP.

## **13. MODIFICATIONS TO SERVICE**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, MONACO ONE DEVELOPMENT APP (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of MONACO ONE DEVELOPMENT APP or any part thereof.

## **14. GOVERNING LAW & JURISDICTION**

MONACO ONE DEVELOPMENT APP (excluding Linked Sites) is hosted by third-party service providers. By accessing MONACO ONE DEVELOPMENT APP, you agree that any claim relating to MONACO ONE DEVELOPMENT APP shall be governed by the laws of Hong Kong without giving effect to any principles of conflicts of laws, provided that we reserve the right to pursue civil or criminal proceedings in any jurisdiction having control over you or your assets. You also agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

## **15. PARTIAL INVALIDITY**

The illegality, invalidity or unenforceability of any provision of these Terms and Conditions under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

## **16. WAIVER**

No waiver of any breach under these terms of use will amount to a waiver of any other breach.

## **17. GENERAL PROVISIONS**

To assist you in understanding these Terms and Conditions, unless the context otherwise requires, these Terms and Conditions should be interpreted using the following rules:

1. words importing one gender include the other genders;
2. words importing the singular shall include the plural and vice versa;
3. references to paragraphs, are references to paragraphs in these Terms and Conditions;

4. expressions defined in the main body of this Terms and Conditions bear the defined meaning in the whole of this Terms and Conditions;
5. a right granted or reserved may be exercised from time to time;
6. headings are for ease of reference only and shall not affect the interpretation of these Terms and Conditions;
7. any reference to a person shall include that person's successors, representatives and permitted assigns; and
8. in the event that there is any inconsistency between the English and Chinese version of these Terms and Conditions, the English version shall prevail.

## Part II – Privacy Policy Statement

We are committed to safeguarding your privacy and ensuring that your Personal Data is protected. This Privacy Policy Statement explains the types of Personal Data we collect and how we process and protect that data.

We shall keep your Personal Data confidential and shall ensure that our policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of your Personal Data comply with the laws of Hong Kong.

### Personal Information Collection Statement (“PICS”)

This PICS is issued pursuant to the PDPO in relation to the operation of our property development and property management business by Wheelock Properties (Hong Kong) Limited and Harriman Property Management Limited, each a subsidiary of Wheelock and Company Limited (together referred to as “we” or “us”).

1. This PICS is last updated on the Effective Date
2. Definitions

Under this PICS, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- |     |                        |   |
|-----|------------------------|---|
| 2.1 | “Database”             | means the database of our customers’ Personal   |
| 2.2 | “Effective Date”       | means 18 August 2018.   |
| 2.3 | “Our App”              | means the mobile application operated by us.  |
| 2.4 | “Our Customer Hotline” | the hotline number(s) is available on Our Website or Our App.   |
| 2.5 | “Our Affiliates”       | means companies within Wheelock and Company Limited, which operate Property Development and Management Services business.   |
| 2.6 | “Our Subsidiaries”     | means all the property development and management divisions operating under Wheelock Investment Limited offering Property Development and Management Services to consumers. |
| 2.7 | “PDPO”                 | means the Personal Data (Privacy) Ordinance   |
| 2.8 | “Personal Data”        | has the meaning ascribed to it under the PDPO.  |
| 2.9 | “Registered Customer”  | means our customer who has registered for an account in App or Our Website.   |



- 2.10 “Property Development and Management Service” means property development, sales and marketing, asset management and property management.

### **Personal Data: what we collect and why**

3. In order for you to become a Registered Customer and to enjoy our various products and services, it is necessary for you to provide us with certain essential Personal Data as indicated at the time of collection. We may also ask for other information which helps us to offer you tailored products and services that we think may be of interest to you. The types of Personal Data we may collect include your name, address, email, telephone number, date of birth, gender, age and facilities usage preferences.
4. We shall have the right to collect, hold, process and/or use, the Personal Data in the Database in each case for the purposes as set out in, and in accordance with, this PICS. If you are unable or unwilling to provide us with complete and correct Personal Data, we may not be able to provide or continue to provide our products and service to you.

### **Use of your personal Data**

5. You agree that the Personal Data you provide to us and all information relating to the use of Our App and/or Our Website may be used and retained by us for:
- 5.1 processing your application as a Registered Customer;
  - 5.2 providing you with our services;
  - 5.3 the normal management, operation, and maintenance of Our App and/or Our Website;
  - 5.4 providing you with regular communications from us with details of our property development and property management business and relevant benefits;
  - 5.5 providing you with Property Development and Management Services which
  - 5.6 processing your order for purchases at Our Website and/or Our App, including verifying your payment details/status;
  - 5.7 carrying out prize draws, games or competitions which you have
  - 5.8 carrying out data sorting and analysis to enable us to better understand your characteristics and facilities usage behaviour and to provide other services better tailored to your needs, and to assist us in selecting Property Development and Management Services that are likely to be of interest to you;
  - 5.9 designing new or improving existing services provided by us, Our Affiliates and/or Our Subsidiaries to you;
  - 5.10 investigation of complaints, suspected suspicious transactions, and research for service improvement;

- 5.11 prevention or detection of crime;
  - 5.12 disclosure as required by law; and
  - 5.13 aggregated behavioural analysis.
6. With your consent or indication of no objection, we will use your Personal Data for direct marketing to you (whether by post, email, phone, SMS, or other media whether now known or available in the future) in relation to offers and promotions from:
- 6.1 us, Our Affiliates and/or Our Subsidiaries; and
  - 6.2 other companies within the Wheelock and Company Limited group of companies in relation to retail business, payment services, financial, investment and insurance products and services, hotel and tourism services.
7. The electronic records of the personal data will be encrypted and stored in the servers of the third-party service providers(whether within or outside Hong Kong). These third-party service providers may collect personal data from users and they adhere to their own privacy policies. This PICS do not cover third-party service providers.
8. We may also disclose and transfer (whether in Hong Kong or abroad) your Personal Data to our agents or contractors under a duty of confidentiality to us who provide administrative, data processing, research and marketing, distribution, telecommunications, professional or other similar services to us.
9. We may also disclose and transfer (whether in Hong Kong or abroad) to any of our actual or proposed assignees or transferees of our rights with respect to your Personal Data in connection with a re-structuring of our property development and management business, and/or merger (as between us and a third party), sale, or transfer (whether of assets or shares, in whole or in part), to use, hold, process or retain such Personal Data for the purposes mentioned in clauses 5 and 6 above.

### **Browsing information collected from you (Cookies)**

10. We use cookies and similar technologies to collect data about you when you visit Our Website and our other related websites (“Sites”). Cookies are files that store information on your computer hard drive or browser which means we can recognise that you have visited our Sites before. We use cookies to give you the best possible experience on our Sites, by evaluating the use of our Sites and reviewing your browsing habits, personalizing your website experience, evaluating website activity on our Sites and generally making our Sites easier to use.
11. The types of data we may collect from you when you visit the Sites include:
- information about the type of browser you use;
  - details of the web pages you have viewed;
  - your IP address;
  - the hyperlinks you have clicked; and
  - the websites you visited before arriving at our Site.

12. You may refuse to accept Cookies (by modifying the relevant Internet options or browsing preferences of your computer system), but to do so you may not be able to utilize or activate all of the functions and services of our Sites.

### **Your rights in relation to your Personal Data**

13. You have the right to:
  - 13.1 check whether we hold any of your Personal Data;
  - 13.2 access your Personal Data held by us;
  - 13.3 require us to correct any Personal Data which is inaccurate;
  - 13.4 ascertain our policies and practices (from time to time) in relation to Personal Data and the type of Personal Data held by us; and
  - 13.5 opt out from receiving direct marketing materials from us at any time.

Any request in relation to the above shall be in writing (sent by post) and addressed to:

The Data Protection Officer  
2nd Floor, One Island South  
2 Heung Yip Road, Wong Chuk Hang, Hong Kong

For enquiries, please contact Our Customer Hotline.

14. In accordance with the Ordinance, we have the right to charge you a reasonable fee for the processing of any Personal Data access request.

### **Protecting your Personal Data**

15. We maintain appropriate technical and organizational measures to protect the Personal Data you provide to us against accidental or unlawful destruction, loss, alteration, authorised disclosure of, or access to your Personal Data.
16. Our Website may contain hyperlinks to other websites provided by third parties. We do not control these third party websites or any of the content contained on those websites. Once you have left our website or our application, we cannot be responsible for the protection and privacy of any information which you provide. You should exercise caution and look at the privacy statement for the

### **Miscellaneous**

17. Nothing in this Privacy Policy Statement shall limit your rights under the PDPO.
18. If there is any inconsistency or conflict between the English and Chinese versions of this Privacy Policy Statement, the English version shall prevail.

19. This Privacy Policy Statement shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region.
20. We may change this Privacy Policy Statement from time to time by posting an updated version on the Our Website and Our App.

## 第一部份 – 流動應用程式之免責聲明

以下「條款及細則」詳述使用本MONACO ONE DEVELOPMENT流動應用程式的條款及細則，請仔細參閱。若閣下不接受此等條款及細則包括第二部份私隱政策聲明，請勿下載及使用本MONACO ONE DEVELOPMENT流動應用程式。

### 1. 定義

本「條款及細則」內以下詞彙的涵義為：

「關聯公司」("Affiliates")就任何個人或機構而言，指另一個直接或間接地控制、被控制或被共同控制的人或機構。就此定義而言，「控制」（包括「控制」、「被控制」或「被共同控制」）某一個人或機構指有權直接或間接地擁有權力：（一）行使超過該個人或機構百分之五十的投票權；或（二）能透過投票權、合約或其他方式主導或影響該個人或機構之行政管理及政策方針；

「適用法律」("Applicable Laws")指全部或任何現在或將來生效的法例、條例、規章、守則，包括任何認可的證券交易所的規章、命令、判令、指令、要求、約章、公告或普通法，以及其修正或更新版本、補充文件、政府機關於司法或行政上的解讀，包括香港境內任何司法或行政上的命令、裁定、許可、法令或判決；

「內容」("Content")指MONACO ONE DEVELOPMENT流動應用程式所展示或可從中瀏覽的所有資料、數據、內文、軟件、音樂、聲音、相片、圖像、錄像、訊息或其他詳情；

「產品及服務」("Products and Services")指不時可透過MONACO ONE DEVELOPMENT流動應用程式預訂、預約、要求、購買或送出的任何產品及服務；

「條款及細則」("Terms and Conditions")指這些不時於MONACO ONE DEVELOPMENT流動應用程式登載（包括其修訂）的條款及細則；

「使用者」("user")指任何使用MONACO ONE DEVELOPMENT流動應用程式的人士；

「本公司」或「我們」("we, our, us")指會德豐地產(香港)有限公司；

「閣下」或「您」("you, your")指MONACO ONE DEVELOPMENT流動應用程式的使用者。

### 2. 服務

本公司將會透過MONACO ONE DEVELOPMENT流動應用程式，為閣下提供一系列的服務，範疇涵蓋不限於交樓服務、執修服務及提醒

閣下同意本公司並無義務必須透過MONACO ONE DEVELOPMENT流動應用程式向您提供任何服務。我們有權修改、暫停、終止、擴大或縮小MONACO ONE DEVELOPMENT流動應用程式的服務範圍。就上述修改、暫停、終止、擴大或縮小服務範圍，本公司對閣下並不負上任何形式的責任。

本公司亦不會就無法透過MONACO ONE DEVELOPMENT流動應用程式提供任何服務對閣下負上責任。

### 3. 完整協議

本「條款及細則」代表閣下與我們之間就使用MONACO ONE DEVELOPMENT流動應用程式已達成的完整協議，除非另行說明。

### 4. 契諾

閣下同意只使用MONACO ONE DEVELOPMENT流動應用程式作私人及非商業用途。閣下須對其所有於MONACO ONE DEVELOPMENT流動應用程式公開登載或私下傳送的内容負上全部責任。

作為閣下使用MONACO ONE DEVELOPMENT流動應用程式的條件，閣下同意閣下不會使用MONACO ONE DEVELOPMENT流動應用程式作任何不法用途或任何「適用法律」或當中條款、條件及通知所禁止的用途。在不限制上述條款的一般性的情況下，閣下進一步同意不會：

1. 在未經我們授權下侵犯、闖進、進入、使用或意圖侵犯、闖進、進入或使用我們的任何其他伺服器及/或任何資料範圍；
2. 登載或傳送任何不法、詐騙、誹謗、毀譽、淫褻、色情、褻瀆、威嚇性、粗言穢語、仇恨性、攻擊性，或任何不良或不合理的内容，在無任何限制下包括任何此等性質的資料傳送，或因而構成 或唆使的違法行為，引發的民事訴訟責任，或違反任何本地、國家，國際或別國法例，侵犯任何知識產權、所有權權利、或違反他人的保密責任；
3. 登載或傳送任何廣告、唆使、連鎖信件、層壓式銷售計劃、投資機會或計劃，或其他非招攬性的商業通訊，或濫發垃圾信息或洗版等行為；
4. 以任何方式登載、刊登、傳送、複製、派送或利用經MONACO ONE DEVELOPMENT流動應用程式獲取的任何内容作商業用途；
5. 在沒有我們書面的許可下，以任何方式加載、刊登、傳送、複製或分發MONACO ONE DEVELOPMENT流動應用程式本身的任何元件，或經MONACO ONE DEVELOPMENT流動應用程式獲取任何有版權保障之内容、或其他所有權權利，或藉以製造 衍生作業；
6. 傳送、登載或加載任何含有電腦病毒、有欺騙程序的軟件(trojan horses)、蠕虫病毒(worms)、定時炸彈病毒(time bombs)、取消標誌(cancelbots)、或其他有害或損毀性的特別設計程式，透過MONACO ONE DEVELOPMENT流動應用程式干擾、毀壞或規限任何電腦軟件、硬件或電訊設備的運作；
7. 傳送、登載或加載任何受知識產權法例、私隱或公眾的權利或任何其他「適用法律」所保障的内容，除非閣下擁有有關内容的權益或已獲取所需許可；

8. 干擾或擾亂與MONACO ONE DEVELOPMENT流動應用程式連接的網絡，或違反有關此等網絡的規例、政策或應用程序；
9. 透過發掘他人的密碼或以其他方法，在未經許可的情況下意圖進入/使用MONACO ONE DEVELOPMENT流動應用程式、其他會員帳戶或密碼、或電腦系統或連接MONACO ONE DEVELOPMENT流動應用程式的網絡；
10. 擾亂正常的對話傳送，令致屏幕「捲動」速度較其他MONACO ONE DEVELOPMENT流動應用程式的使用者的形態快，或以其他作為、方法，對其他使用者參與即時傳送的往來，做成負面的影響；
11. 追蹤或侵擾他人；
12. 收集或儲存有關其他使用者或會員的個人資料。

我們保留權利不時在未有知會的情況下，觀察及記錄閣下進入及使用MONACO ONE DEVELOPMENT流動應用程式的情況，以確定閣下有否遵守本「條款及細則」。

## 5. 監察

我們不會主動對於MONACO ONE DEVELOPMENT流動應用程式或經MONACO ONE DEVELOPMENT流動應用程式提交、登載、傳送或發放的内容作出監察，或對該等内容的準確性、持正性或質素作出保證；惟無論如何，我們會考量就有關MONACO ONE DEVELOPMENT流動應用程式內不恰當内容的投訴，但並不保證會就該等投訴採取任何行動。再者，我們保留在沒有發出任何警告的情況下，依據我們獨有酌情權，從MONACO ONE DEVELOPMENT流動應用程式或連接任何網頁的任何連結中剔除或扣留的任何内容。不論任何情況，我們並不承擔責任，包括但不限於因MONACO ONE DEVELOPMENT流動應用程式的内容、或任何内容上的錯誤或遺漏，或負責因使用經MONACO ONE DEVELOPMENT流動應用程式提交、登載、以電子郵件或其他方式傳送的内容而做成的任何損失或損害。

## 6. 與第三者網頁的連結

我們或會提供與其他網頁或資源的連結（「連結網頁」）。惟對於該等連結網頁，我們不能控制，及我們不會對任何連結網頁或個別連結網頁所附載的内容，或該等網頁內的任何更改或更新負責。我們並不監察任何連結網頁的内容，我們亦不會對從任何已連結網頁所接收的網上投影或以任何其他方式傳送資料負責。我們提供此等連結只是為給予閣下個人的便利，並不代表該連結網頁已獲取我們的認可，或與我們有任何聯繫。若有連結網頁作出宣傳、推銷或登載一些金融產品或服務的資料，我們明確聲明並無認可該連結網頁或與該連結網頁所連結的任何其他網頁內出現的任何該等金融產品或服務。閣下同意我們不會就任何使用該等連結網頁的服務或内容所做成之任何損失或損害負責，或負上法律責任。

## 7. 免責聲明及法律責任的限制

MONACO ONE DEVELOPMENT流動應用程式是由我們根據「現況」及「可用性」而提供的。我們或我們的關聯公司均不會對MONACO ONE DEVELOPMENT流動應用程式的運作，或其內容或所載的產品之準確性，周全性或完整性，作出任何明示或暗示的表述或保證。MONACO ONE DEVELOPMENT流動應用程式內的所有資訊僅供參考。在「適用法律」許可的最大限度內，我們及我們的關聯公司將不會作出任何明示或暗示的保證，包括但不限於對下列各項的任何表述或保證：

1. MONACO ONE DEVELOPMENT流動應用程式可供隨時使用，或不會受到干擾或全無錯誤，或故障將被修正；
2. MONACO ONE DEVELOPMENT流動應用程式所載任何內容的準確性、周全性或完整性；
3. MONACO ONE DEVELOPMENT流動應用程式所載任何產品的可銷售性、品質標準或是否符合任何特定用途；
4. 在MONACO ONE DEVELOPMENT流動應用程式內或透過MONACO ONE DEVELOPMENT流動應用程式所提供或傳遞的任何服務，以及MONACO ONE DEVELOPMENT流動應用程式提供服務的及時性，均採用及行使合理謹慎的原則及技術進行；
5. 不侵犯任何第三者的知識產權；或
6. MONACO ONE DEVELOPMENT流動應用程式並無任何電腦病毒或其他有害元素。

如有關司法管轄區不容許豁免或限制某些法律責任，我們在MONACO ONE DEVELOPMENT流動應用程式或其他方面的整體法律責任，以及閣下在這方面的獨有補救辦法，是等同在司法管轄區內重新履行欠妥善的服務。我們於法律許可的最大限度內免責。我們不會對透過我們或我們的MONACO ONE DEVELOPMENT流動應用程式所提供的任何資料、產品或服務作出支持、擔保或保證。閣下與任何第三者進行的任何交易，一概與我們無關。

在沒有限制任何於本「條款及細則」特定的豁免之前提下，我們毋須就以下情況承擔任何費用、賠償或法律責任：

1. 產品及服務的品質，包括任何產品及服務出現或指稱出現的故障或損壞；
2. 違反或指稱違反對任何產品及服務的任何明示或暗示的保證；
3. 任何此等產品及服務的任何遺失、損壞或減值；
4. 任何付運人或其他承運人，或其任何僱員或代理人所作出或未能作出的任何行為；  
或
5. 在未經許可的情況下使用MONACO ONE DEVELOPMENT流動應用程式，或違反與MONACO ONE DEVELOPMENT流動應用程式有關的保安措施。



閣下使用MONACO ONE DEVELOPMENT流動應用程式，或預訂、預約、要求或購買產品及服務時，應運用及憑藉自己的個人判斷。儘管我們可能由於種種原因，該等原因包括但不限於閣下的會員名稱及密碼在未經許可的情況下被盜用而接駁系統，或內容的傳送，或任何透過MONACO ONE DEVELOPMENT流動應用程式達成的交易，而獲悉閣下或任何其他人士可能遇到任何直接、間接、附帶、特別、懲罰性或相應損害（包括因為使用或未能使用MONACO ONE DEVELOPMENT流動應用程式而導致的任何商業或利潤損失），我們在任何情況下均毋須承擔有關損害的賠償。閣下明確同意，我們及我們的關聯公司毋須就任何帶有恐嚇、誹謗、色情、攻擊性或非法的內容、或任何其他人士的行為、或任何侵犯他人權利包括知識產權的事宜負責，或負上任何法律責任。閣下明確同意，對任何第三者利用MONACO ONE DEVELOPMENT流動應用程式發出及/或載於MONACO ONE DEVELOPMENT流動應用程式的內容，我們及我們的關聯公司概不負責。

本「條款及細則」中所載的法律責任的限制以「適用法律」所准許的最大規限為依歸。

對於MONACO ONE DEVELOPMENT流動應用程式內的資料是否適合使用或可供使用於任何其他司法管轄區，我們不會作出任何法律表述。如MONACO ONE DEVELOPMENT流動應用程式的操作於其他地區被定為違法，我們亦禁止於此等地區連接MONACO ONE DEVELOPMENT流動應用程式。於其他地區連接MONACO ONE DEVELOPMENT流動應用程式的人士應自行酌情決定是否可連接MONACO ONE DEVELOPMENT流動應用程式，亦須為要符合其地區的法律及規定而負上全責。閣下確認閣下在使用互聯網及網上操守方面已獲得所有必需的批准。

## 8. 知識產權

MONACO ONE DEVELOPMENT流動應用程式以及MONACO ONE DEVELOPMENT流動應用程式內可供使用的內容均為我們的財產，或由我們獲取特許/牌照的及受到有關版權、商標、服務標記、專利權或其他所有權的權利及法律保護。揀選、協調、編排及豐富其內容，以及源自其正本內容的版權乃屬於我們的特許/牌照發出人及我們所有的。其全部或部分內容，閣下不得修改、登載、轉傳或再度發放，或參與其轉移或售賣、藉以製造衍生作業或作任何形式的使用。閣下只可下載MONACO ONE DEVELOPMENT流動應用程式中明文允許下載的內容作指定的個人用途。有關MONACO ONE DEVELOPMENT流動應用程式的內容，閣下並無任何權利；除非獲得本「條款及細則」許可，否則閣下不得使用其任何內容。

除非獲得我們及版權人書面明文許可及/或在符合適用的版權法的情況下，否則不得修改、複製、再度派發、上載、再度轉傳或刊印下載的資料，或將之作商業用途。在任何版權所有的資料獲許複製、再度派發或刊印的情況下，閣下同意不會更改或刪除原作者的特性、商標、說明或版權通知。閣下知悉下載具有版權的資料不會令閣下取得有關資料的任何擁有權。

閣下同意，我們可任意使用、披露、採納及修改閣下透過MONACO ONE DEVELOPMENT流動應用程式向我們提供的所有及任何意見、概念、方法、計劃、建議、評論及其他訊息

及資料（「意見/回應」），而毋須向閣下支付任何費用。就我們使用、披露、採納及/或修改閣下任何或全部意見及回應，以及因此帶來的任何代價、費用、專利權費、收費及/或其他款項，閣下特此放棄及同意放棄所有及任何權利及申索。

## 9. 賠償

閣下同意，若由於閣下違反本「條款及細則」及/或使用MONACO ONE DEVELOPMENT流動應用程式或服務的關係或原因，令我們招致或蒙受任何損失、申索、法律責任、損害賠償、索求、費用及支出（包括所有法律費用），閣下將以彌償基準作出賠償，免令我們及我們的附屬公司、關聯公司、人員、董事、代理人及員工承擔責任。如有需要，我們可為任何索償或行動抗辯，及參與任何以求達成和解的談判。未經我們事前書面同意，不得作出任何可能對我們的權利或義務有負面影響的和解協定。我們保留對任何此等索償或行動進行獨有的抗辯及控制的權利。

## 10. 遵守法例

閣下使用MONACO ONE DEVELOPMENT流動應用程式時，須遵守所有「適用法律」。為閣下利益著想，若閣下未能確定適用法律的涵義，我們建議閣下自行尋求法律意見。

## 11. 終止使用

在不影響我們任何其他權利的情况下，我們可於任何時間即時終止閣下使用及進入/取用MONACO ONE DEVELOPMENT流動應用程式的全部或任何部分或使用任何相關服務，而不另行通知，我們並擁有完全獨有酌情決定權，作出是項終止決定，原因包括但不局限以下情況：

1. 倘閣下違反本「條款及細則」；
2. 倘我們未能核實或認證閣下所提供給我們的任何資料；
3. 倘我們認為閣下的行為可能引致任何性質的法律責任；或
4. 倘我們認為閣下的行為不合適或不恰當。

在服務終止使用後，閣下必須銷毀所有從MONACO ONE DEVELOPMENT流動應用程式取得的任何資料及任何其有關的副本。若閣下欲終止使用MONACO ONE DEVELOPMENT流動應用程式的部分或全部，閣下唯一的方法就是停止使用MONACO ONE DEVELOPMENT流動應用程式。

## 12. 「條款及細則」的修改

我們保留權利隨時修訂本「條款及細則」或就使用MONACO ONE DEVELOPMENT流動應用程式的任何政策，有關的最新修訂版本，將登載於MONACO ONE DEVELOPMENT流動應用程式內，作為給予閣下的通知。閣下有責任定期查閱此等條款及細則及有關的適用政

策。倘閣下在最新修訂的「條款及細則」登載後，仍繼續使用MONACO ONE DEVELOPMENT流動應用程式，即表示閣下確認及接受該等條款及細則或政策的修訂。倘閣下並不接受任何有關修訂，閣下必須即時終止使用MONACO ONE DEVELOPMENT流動應用程式。我們保留權利就該等條款及細則加以詮釋，並就本「條款及細則」所引起的任何問題或糾紛作出決定。作為MONACO ONE DEVELOPMENT流動應用程式的使用者，閣下同意所有有關的詮釋及決定均為最終及不可推翻的，閣下並受其約束。

### 13. 服務的修改

我們保留權利，不論是否有作出通知，就MONACO ONE DEVELOPMENT流動應用程式（或其部分）隨時及不時作出臨時性或永久性修改或將其（或其部分）中止。閣下同意我們毋須就MONACO ONE DEVELOPMENT流動應用程式或其中任何部分的修改、暫停或中止對閣下或第三者負上任何法律責任。

### 14. 法律準則及管轄權

MONACO ONE DEVELOPMENT流動應用程式（除連結網頁外）由我們的第三方服務提供商主理。閣下使用MONACO ONE DEVELOPMENT流動應用程式，即同意任何有關MONACO ONE DEVELOPMENT流動應用程式的索償，均受香港法律監管而毋須考慮法律衝突的任何原則，但我們保留權利於任何管控閣下或閣下資產的司法管轄區進行民事訴訟或刑事法律訴訟程序。閣下亦同意接受香港法院非專有審判權的管轄。

### 15. 局部無效

倘本「條款及細則」的任何條文在某司法管轄區的法律下屬於不合法、無效或不可執行，將不會影響該有關條文在其他司法管轄區的合法性、有效性或可執行性，亦不會影響其他條文的合法性、有效性或可執行性。

### 16. 豁免

豁免執行本「條款及細則」內的任何條款並不同於豁免執行其他條款。

### 17. 一般條文

為協助閣下理解本「條款及細則」，除文意另有所指外，本「條款及細則」須按照下列規則進行詮釋：

1. 表示一種性別的詞語包含其他性別；
2. 表示單數的詞語包含複數，相反亦然；
3. 段落的提述是指本「條款及細則」中段落的提述；
4. 本「條款及細則」中內文所界定的詞句涵義於本「條款及細則」中整體適用；

5. 被授予或保留之個別權利可能會不時行使；
6. 所有標題僅供參考之用及不會影響本「條款及細則」整體的釋義；
7. 任何有關個人的提述須包括該人的繼承人、代表及認可受讓人；及
8. 倘本條款的英文本與中文本有任何差異的地方，則以英文本為準。

## 第二部份 - 私隱政策聲明

我們承諾保障您的私隱，並確保您的個人資料受到保護。本私隱政策聲明闡釋我們所收集的各種個人資料，及我們如何處理及保護該等資料。

我們時刻將您的個人資料保密處理，並確保有關收集、使用、保存、披露、轉移、保密及查閱個人資料的政策及常規，均符合香港法例規定。

### 個人資料收集聲明（“本聲明”）

本聲明乃按照私隱條例由會德豐地產(香港)有限公司及夏利文物業管理有限公司（均為會德豐有限公司旗下附屬公司，統稱“我們”）就營運我們的地產發展及物業管理業務而發出。

1. 本聲明於生效日起更新。

2. 定義

在本聲明中，除非另有說明，某些專用詞語之解釋如下：

2.1	“資料庫”	指儲存我們客戶個人資料的資料庫。
2.2	“生效日”	2018年8月18日。
2.3	“我們的應用程式”	即可用於指定流動裝置由我們營運的應用程式。
2.4	“我們的客戶熱線”	載於我們的網站或我們的應用程式上的服務熱線號碼。
2.5	“我們的聯營公司”	即會德豐有限公司旗下經營地產發展及物業管理業務的公司。
2.6	“我們的附屬公司”	即所有Wheelock Investments Limited旗下向顧客提供地產發展及物業管理的支部。
2.7	“私隱條例”	指個人資料（私隱）條例（香港法例第486章）
2.8	“個人資料”	與私隱條例下“個人資料”的定義相同。
2.9	“登記客戶”	即已在我們的應用程式或我們的網站登記了帳戶的客戶。
2.11	“地產發展及物業管理”	即地產發展、銷售、市場推廣、資產管理及物業管理。

**個人資料：我們收集甚麼以及為甚麼收集個人資料**

3. 要成為登記客戶並享用我們的各種產品和服務，您需要向我們提供某些必要的個人資料。我們亦可能要求您提供其他資料，以協助我們為您提供及挑選我們認為您感興趣的產品及服務。我們可能收集的個人資料類型包括您的姓名、地址、電子郵件、電話號碼、出生日期、性別、年齡、設施使用喜好等。
4. 我們均有權收集、保管、處理及/或使用資料庫中的個人資料並按聲明中所述進行。如您不能或不願意提供全面及準確的個人資料，我們可能不能向您提供或繼續提供我們的各種產品和服務。

#### 有關使用您的個人資料

5. 您同意我們可使用及保存您向我們提供的有關個人資料，及您在使用我們的網站及/或我們的應用程式的資料，以作：
  - 5.1 處理您的登記客戶之申請；
  - 5.2 向您提供我們的服務；
  - 5.3 我們的網站及/或我們的應用程式的正常管理、運作及保養；
  - 5.4 向您提供定期信息，包括我們的地產發展及物業管理業務及相關獎賞的詳
  - 5.5 向您提供您要求的有關地產發展及物業管理的服務；
  - 5.6 處理我們的網站及/或我們的應用程式的購買訂單，包括驗證您的付款詳情/狀態；
  - 5.7 進行您有參與的抽獎、遊戲或比賽；
  - 5.8 進行數據排序及分析，使我們能理解您的特點及設施使用習慣，向您提供更符合您需要的其他服務、協助我們挑選您可能感興趣的有關地產發展及物業管理的服務；
  - 5.9 我們、我們的聯營公司及/或我們的附屬公司向您設計及提供的新服務，或改善現有服務；
  - 5.10 調查投訴、備受懷疑的可疑交易及研究服務改善措施；
  - 5.11 防止及偵測罪行；
  - 5.12 根據法例作出披露；及
  - 5.13 綜合性行為分析。
6. 當取得您的同意或表示不反對的情況下，我們會使用您的個人資料在下列有關事項向您作直接促銷用途（無論通過郵件、電郵、電話、短訊或無論現在是否已應用或將來可用的渠道）：
  - 6.1 由我們及/或我們的附屬公司提供的優惠及推廣；及

6.2 由會德豐有限公司屬下公司所經營的零售業務、支付服務、金融、投資及保險產品及服務、酒店及旅遊服務。

7. 個人資料的電子紀錄將被加密儲存在第三方服務供應商的伺服器中（無論是在香港以內或以外地區）。這些第三方服務供應商可能會收集用戶的個人資料，並遵守其自己的私隱政策聲明，本私隱政策聲明並不覆蓋第三方服務供應商。
8. 我們可能披露及轉移（無論在香港或海外）您的個人資料予向我們負有保密責任的代理人、承辦商，以向我們提供管理、數據分析、市場推廣及研究、電訊服務、專業服務或其他類似的服務。
9. 在進行我們的地產發展及管理業務之重組及/或與我們或第三方進行合併、賣盤或轉讓(包括部份或全部資產或股權)時，我們可能披露或轉移(無論在香港或海外)您的個人資料予相關實際或建議受讓人，按本聲明第5及第6條所述的目的而使用、持有、處理或保留您個人資料。

#### 從您收集的瀏覽信息（小甜餅（Cookies））

10. 當您進入我們的網站和我們的其他相關網站（“這些網站”）時，我們使用小甜餅（Cookies）和類似技術來收集有關您的數據。Cookies是在您的電腦硬盤驅動器或瀏覽器上存儲信息的檔案。這意味著我們可以識別您以前曾登入這些網站。我們透過使用Cookies以評估您在這些網站的使用情況、瀏覽及購物習慣，個人化您的網站體驗並評估您在這些網站上的活動，從而使這些網站更易於使用，為您提供最好的體驗。
11. 當您進入這些網站時，我們可能從您那裡收集的信息類型包括：
  - 有關您使用的瀏覽器類型的信息；
  - 您查看過的網頁的詳細信息；
  - 您的網際網路協定地址（IP地址）；
  - 您點擊過的超連結；及
  - 您進入我們網站前的所瀏覽過的網站。
12. 您可通過修改電腦系統的相關互聯網或瀏覽器選項設定拒絕接受Cookies，但您可能從而無法使用或啟動這些網站的所有功能和服務。

#### 您對個人資料的權利

13. 您有權：
  - 13.1 查核我們是否持有您任何個人資料；

- 13.2 查閱我們持有您的個人資料；
- 13.3 要求我們更正任何不正確的個人資料；
- 13.4 查明我們就個人資料（不時）採取的政策及常規，以及我們持有的個人資料之類別；及
- 13.5 隨時要求不再接收我們發出的直接促銷訊息。

如欲提出任何上述的要求，請致函下列地址：

個人資料保障專員  
香港黃竹坑香葉道2號One Island South 2樓

如有任何查詢，請致電我們的客戶熱線。

- 14. 根據私隱條例，我們有權對查閱個人資料的要求收取合理的處理費用。

#### **保護您的個人資料**

- 15. 我們採取適當的技術和企業措施，以保護您向我們提供的個人資料，防止意外或非法銷毀、丟失、更改、披露或存取您的個人資料。
- 16. 我們的網站可能包含由第三方提供的其他網站的超連結。我們不能管制這些第三方網站或這些網站上的任何內容。一旦您離開我們的網站或我們的應用程式，我們不會向您的信息和隱私負上保護責任。您應謹慎行事，並查看您到訪的網站的私隱聲明。

#### **其他**

- 17. 本聲明並不限制私隱條例所保障您享有的權利。
- 18. 本聲明中英文本如有歧義，概以英文本為準。
- 19. 本聲明受香港特別行政區法律規管，並按照香港特別行政區法律予以解釋。
- 20. 我們可能不時對本聲明作出更新，並將其最新版本將載於我們的網址及我們的應用程式。