

## **TAMAGO PRIVACY POLICY**

This Privacy Policy was last updated on 25 July 2018.

### **1. Statement**

- 1.1 Asia Sports Ventures Pte Ltd (UEN Number: **201223076K**), having its registered address at 192 Waterloo Street, #05-01 Sky Line Building, Singapore (187966) ("**ASV**"), operates and offers a number of online Services, including the Tamago App, and we are committed to the protection of your Personal Data. The following statement explains our Privacy Policy ("**Policy**") with respect to "**Personal Data**" (as defined at Section 4 below) and other information that may be collected by us when you access and/or use any of the services offered by ASV, including the Tamago App and any other online services or activities that ASV may offer from time to time (our "**Services**"). As you use our Services, we want you to be clear how we are using your Personal Data and the ways in which you can protect your privacy.
- 1.2 By using our Services and/or voluntarily providing us with Personal Data, you are consenting to our use of such Personal Data in accordance with this Policy. If you provide Personal Data, you acknowledge and agree that such Personal Data may be transferred from your current location to the offices and servers of ASV, which may be located outside your jurisdiction.
- 1.3 This Policy is incorporated by reference into and forms part of the Tamago App Subscriber Terms & Conditions, which you have agreed to in order to use our Services. Any terms used in this Policy will have the same meaning as the equivalent defined terms in the aforementioned documents, unless otherwise defined in this Policy or the context requires otherwise. Specifically, the word "**Authorised Third Party**" shall mean the contractors, agents and/or third party suppliers/providers engaged by us from time to time for the purposes of providing certain services, which may include or involve the handling and processing of your Personal Data.

### **2. Changes**

As part of our efforts to ensure that we properly manage, protect and process your Personal Data, we will/may be reviewing our policies, procedures and processes from time to time. As a result, at times it may be necessary for us to make changes to this Policy. We reserve the right to update, revise or modify this Policy at any time and from time to time. Such update, revision or modification to the Policy shall be published on our Services. Please review this Policy periodically, and especially before you provide us any of your Personal Data. This Policy was last updated on the date indicated above. Your continued use of our Services after any changes, revisions or modifications to this Policy shall indicate your agreement with the terms of such revised Policy.

### **3. Parental Advisory**

One or more of our Services are not catered to users under the age of 18 as our Services may provide access to Content that contains explicit content including use of profane language and/or sexual references. If you are under 18, please obtain your parent's/guardian's permission before using and/or accessing our Services. Please do not provide us with your Personal Data unless you have obtained permission from your parent/guardian. Parental discretion is advised for all users below 18. We encourage parents/guardians to monitor their children's Internet usage and to help enforce our Policy by instructing their children never to provide Personal Data through our Services without your permission. If you have reason to believe that a child under the age of 18 has provided Personal Data to us through our Services, please contact us and we will endeavour to delete that information from our database. Otherwise, all Personal Data provided by a user shall be deemed to have been submitted by a user above 18 or with the relevant permission from their parent/guardian.

#### **4. The Information We Collect**

4.1 **Personal Data that you provide to us:** We collect "**Personal Data**", which means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the organisation has or is likely to have access (such as name, identity card number, gender, postal address, birthdate, telephone number, facsimile number, email address, credit/debit card information, photos etc.). Personal Data we collect about you may include without limitation the following:

- (i) Personal Data that you make available to us when you open an account or subscribe to our Services, such as your name, identification number, email address, mailing address, handphone number and credit card details;
- (ii) metadata, such as location data, that is automatically generated by our systems in the regular course of your use of our Services;
- (iii) records of communications that you have made with ASV's support staff;
- (iv) User Generated Content uploaded and submitted by you to our Services;
- (v) information that others using our Services make available about you, such as information contained in User Generated Content they make and communications they make to you and others using our Services;
- (vi) information about what you have searched for and looked at while using our Services, such as Content viewed and searched for by you, and details of other information and content accessed or requested by you in using our Services; and
- (vii) information about what apps and other software you have used and how you have used them.

4.2 **Other Data:** When you interact with us through the Services, we may collect or receive and store certain personally non-identifiable information. Such information is collected passively using various technologies and cannot presently be used to specifically identify you. This information includes without limitation:

- (i) device-specific information such as hardware model, operating system version, unique device identifiers, mobile network information, memory, sound card data, or IP address;
- (ii) cookies that may uniquely identify your browser (this is described in detail below);
- (iii) details of how you use our Services such as your search queries;
- (iv) total number of visitors using our Services and the number of visitors to each page of our Services; and
- (v) how our users generally use and interact with our Services.

4.3 As an on-going effort to better understand and serve the users of the Services, we may conduct research on customer demographics, interests and behaviour based on the Personal Data and other information provided to us. This research may be compiled and analysed on an aggregate basis. We may share this non-identifiable and aggregated data with our subsidiaries, affiliates, agents and business partners but this type of non-identifiable and aggregate information does not identify you personally. We may also disclose aggregated user statistics in order to describe our services to current and prospective business partners and to other third parties for other lawful purposes.

## **5. Use of Your Personal Data and Information**

5.1 We collect, use and disclose the Personal Data you provide in a manner that is consistent with this Policy, for the agreed Purposes below. Your Personal Data and information may also be used by us, our subsidiaries, affiliates or Authorised Third Parties for the following Purposes:

- (i) for the purposes of technical administration of the Services;
- (ii) for research and development;
- (iii) statistical analysis;
- (iv) registering you as a customer on our Services and related customer administration matters;
- (v) profiling your personalised preferences on our Services;
- (vi) finance and marketing operations and activities and/or as required in the provision of our Services including but not limited to credit control services;
- (vii) in compliance with any regulatory, statutory or legal obligation imposed on us by any competent and relevant authority;
- (viii) to operate and provide the Services to you;
- (ix) to support your questions about the use of the Services;
- (x) to detect and prevent fraudulent activity;
- (xi) to provide other goods and services offered by us or our designated representatives and/or business partners to you or parties designated by you and matters ancillary thereto;
- (xii) to verify and process your order and payment transactions when you use the Services, which may involve our Authorized Third Parties;
- (xiii) to verify and record your personal particulars including comparing it with information from other sources and using the information to communicate with you;
- (xiv) storing, hosting, backing up (whether for disaster recovery or otherwise) of your personal data, whether within or outside your country of residence;

- (xv) to conduct market research of the users of the Services including the number of users, the frequency of use, profile of users and using such analysis for our business plans, the enhancement of our products and services, targeted advertisements and conveying such information in broad aggregate terms to third parties who have or propose to have business dealings with ASV; and/or
- (xvi) for marketing purposes, namely to send you information, promotions and updates including marketing and advertising materials in relation to our goods and services and those of third party organizations selected by us.

(the purposes set out in this paragraph 5.1 above shall be collectively referred to as the "**Purposes**")

5.2 If we intend on using any Personal Data in any manner that is not consistent with this Policy, you will be informed of such anticipated use prior to or at the time at which the Personal Data is collected.

5.3 You may withdraw your consent for the collection, use and/or disclosure of your Personal Data in our possession or under our control by emailing our Data Protection Officer at [dpo@tamago.live](mailto:dpo@tamago.live). We will process your request within a reasonable time from such a request for withdrawal of consent being made, and will thereafter not collect, use and/or disclose your Personal Data in the manner stated in your request, unless an exception under the law or a provision in the law permits us to. However, your withdrawal of consent could result in certain consequences arising from such withdrawal, including us being unable to perform the transactions requested by you in our Services.

## **6. Disclosure of Your Information (Within or Outside the Country in which You have been Granted Access to the Services)**

6.1 We are not in the business of selling your information. We consider this information to be a vital part of our relationship with you. As such we will not disclose your Personal Data save and except as provided herein. There are, however, certain circumstances in which we may share your Personal Data with certain third parties without further notice, and hereby seek and retain your consent, to you, as set forth below:

6.2 Business Transfer. As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Personal Data may be part of the transferred assets.

6.3 ASV Group. We may also share your Personal Data with our affiliates and/or other members of the ASV Group for Purposes consistent with this Policy.

6.4 Legal Requirements. To comply with any order of court or directive from authorities investigating any alleged offence, misdeed and/or abuse or to enforce any of your obligations to us, or where such action is necessary to protect and defend the rights or property of ASV.

- 6.5 Authorised Third Party. Where services from an Authorised Third Party are required for the agreed Purposes, we will share your Personal Data on a strictly confidential basis. The Authorised Third Party will not be allowed to use your Personal Data disclosed to them except for the limited purpose of providing the particular service.

## **7. Third Party Services**

Our Services may provide a link or platform to third party applications, websites and/or services to make available certain services to you ("**Third Party Services**"). Such Third Party Services may contain, from time to time, links to other web sites. We are not responsible for the privacy practices or the content of such websites or of any third party. You should review the privacy policies of such Third Party Services before using them or providing any Personal Data through them. This Policy does not apply to any Personal Data collected via Third Party Services and applies solely to Personal Data collected by our Services.

## **8. Cookies**

- 8.1 When you use or access our Services, your device will automatically be issued with a cookie. Cookies are text files that are placed in your device's hard drive to identify your device to our server. Generally, cookies themselves only record those areas of the site that have been visited by the device in question, and the duration. Many websites and/or software applications do this whenever a user visits their site in order to track traffic flow.
- 8.2 Depending upon the type of device you are using, you may set your device to accept all cookies, to notify you when a cookie is issued, or not to receive cookies at any time. The last of these, of course, means that certain personalised services cannot then be provided to you.
- 8.3 We use "cookies" to store and track information about you and your use of our Services. Our cookie and information retrieved from our cookie is used in line with the uses set out in in this Policy and more specifically to:
- (i) help save and retrieve passwords used on our Services. This way, you will not have to re-enter information upon every new visit to our Services;
  - (ii) track information such as the frequency and duration of your use or visit to our Services, your click-stream as you go through our Services, your preferred websites and to help us determine whether you came to our Services from a particular Internet link or banner advertisement;
  - (iii) analyse the profile of visitors and users to helps us in providing you with better services and to enhance our Services; and/or
  - (iv) personalize the content, banners and promotions that you will see on our Services.
- 8.4 Most cookies are "session cookies," meaning that they are automatically deleted from your device at the end of a session. You are always free to decline cookies if your device permits, although in that case you may not be able to use certain features of our

Services and you may be required to re-enter your password more frequently during a session.

- 8.5 We may use other third-party advertising companies to serve ads when you access and/or use our Services. In the course of serving advertisements, our third-party advertisers may place or recognize a unique cookie in your device. These companies may use information retrieved from their cookies to provide advertisements on our Services and other services about goods and services that may be of interest to you.
- 8.6 We have no access or control over third party cookies and they are not subject to our Policy. Please review the respective privacy policies of these third party websites for further details in this regard. If you want to prevent one of these third-party companies from sending and reading cookies on your device, you will need to visit each of their websites individually to request that you be removed from that system.

## **9. Opting-Out**

- 9.1 You may choose to access and/or use the Services without providing us with any Personal Data. However, note that if you choose not to provide any Personal Data, you may not be able to access and/or use certain aspects or functions of the Services.
- 9.2 When you choose to provide us with such Personal Data, we may also use your Personal Data and information to contact you in the future to tell you about our Services we believe will be of interest to you.
- 9.3 If we do so, each communication we send you will contain instructions permitting you to “opt-out” of receiving future marketing communications. In addition, if at any time you wish not to receive any future communications or you wish to have your name deleted from our mailing lists, please contact our Data Protection Officer at [dpo@tamago.live](mailto:dpo@tamago.live) or you may opt-out by replying UNSUBSCRIBE in the subject line in the email sent or by emailing us.

## **10. Security**

- 10.1 The internet is not a secure medium, and communications over the internet may be subject to third-party interception. ASV and/or ASV Group cannot accept responsibility for any unauthorised access or loss of personal information, save as provided for in the applicable terms governing your use of the relevant Service.
- 10.2 We have implemented security policies, rules and technical measures to protect your Personal Data from unauthorised access, improper use or disclosure, unauthorised modification, unlawful destruction or accidental loss. All our employees and data processors who have access to and are associated with the processing of Personal Data, are obliged to respect the confidentiality of your information.

- 10.3 While we cannot guarantee that loss, misuse or alteration of data will not occur; we make reasonable efforts to prevent such unfortunate occurrences. Personal Data that we collect from you will be stored and backed up securely in an environmentally-controlled location. Only authorized people with user ID and password from our company have access to the information.
- 10.4 You must remember to log off after accessing and/or using our Services and/or close your browser window after use so that no unauthorized party can have access to your Personal Data. You must not, at any time, divulge your Personal Data to any unauthorized third party.

## **11. Transferring Your Information Outside of the Country in which You have been Granted Access to the Tamago Service**

It may be necessary to transfer your Personal Data to other group companies or service providers located in countries outside the country in which you have been granted access to the Tamago Service. This may happen where the Authorised Third Parties are based outside the country in which you have been granted access to the Tamago Service or where you use our Services from countries outside the country in which you have been granted access to the Tamago Service. By continuing your usage of our Services and access to our Services, you hereby consent to such transfer for the Purposes described in this Policy.

## **12. Access, Correction, and Retention of Your Personal Data**

- 12.1 Subject to applicable laws and regulations, we will only retain your Personal Data for so long as is necessary to fulfill the Purposes as set out under paragraph 5 above or when we continue to have a legal or business purpose to continue retaining the same.
- 12.2 If applicable laws and regulations give you the following rights, you may have the right to request access to and make any corrections to your Personal Data which we hold, or to request that we delete any of your Personal Data that is under our possession or control. You may direct such request to our Data Protection Officer at [dpo@tamago.live](mailto:dpo@tamago.live). We will need enough information from you in order to ascertain your identity as well as the nature of your request, so as to be able to deal with your request. With respect to your access request, we may charge a reasonable fee in order to process it.
- 12.3 For a request to access Personal Data, once we have sufficient information from you to deal with the request, we will seek to provide you with the relevant Personal Data within 30 days. Where we are unable to respond to you within the said 30 days, we will notify you of the soonest possible time within which we can provide you with the information requested.
- 12.4 For a request to correct Personal Data, once we have sufficient information from you to deal with the request, we will correct your Personal Data within 30 days. Where we are

unable to do so within the said 30 days, we will notify you of the soonest practicable time within which we can make the correction. We will send the corrected Personal Data to every other organisation to which the Personal Data was disclosed by us within a year before the date the correction was made, unless that other organisation does not need the corrected Personal Data for any legal or business purpose.

- 12.5 In addition, within some of our Services, we may offer you options to amend or delete, and/or change how we and/or the public can view and/or access, your Personal Data within those Services – in which case, please log into your account with us within the relevant Service and make the appropriate changes.
- 12.6 Should your account in any of the Services be terminated by you or us for any reason, we will (subject to the foregoing paragraphs) take steps to ensure that your Personal Data is no longer stored or used by us within a reasonable period of time (subject to technical limitations) after such account termination.
- 12.7 However, it is important to note that communications made by you using our Services may put your Personal Data in the hands of third parties that we cannot control – for example, if you have previously made your Personal Data public via our services. In some instances, we may not be able to delete your Personal Data from our services or systems – in which case we will (where reasonably practicable) let you know why we are unable to do so.

### **13. General**

- 13.1 Your consent that is given pursuant to this Policy is additional to and does not supersede any other consents that you had provided to us with regard to processing of your Personal Data.
- 13.2 For the avoidance of doubt, in the event that applicable personal data protection law permits an organisation such as us to collect, use or disclose your Personal Data without your consent, such permission granted by the law shall continue to apply.
- 13.3 If you have any queries on this Privacy Policy or any other queries in relation to how we may manage, protect and/or process your Personal Data, please do not hesitate to contact our Data Protection Officer at: [dpo@tamago.live](mailto:dpo@tamago.live)
- 13.4 This Privacy Policy may be translated into a local language. In the event of any inconsistency or different interpretation between the local language version and English versions of this Privacy Policy, the English version will prevail and the local language version is deemed to be automatically amended to conform to the relevant English version.