



# Privacy Policy

Last modified: May 7, 2018

## 1. General information

- 1.1. This privacy policy ("**Privacy Policy**") sets out our commitment to your privacy, and explains how we collect, store, use, process and disclose your personal data and other information acquired in connection with our apps, platform (including ZAGG Network), services, events (including the sale of Zagg Tokens) and Websites (collectively, the "**Services**").
- 1.2. This Privacy Policy will apply to all the Services offered by us, but excludes services that may have separate privacy policies and which do not incorporate this Privacy Policy.

## 2. Definitions

In this Privacy Policy, unless the context otherwise requires, the following definitions shall apply:

"**Clause**" means a clause in this Privacy Policy.

"**Data Protection Legislation**" means the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore and any other applicable data protection laws in the relevant jurisdictions.

"**personal data**" 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 an organisation has or is likely to have. Personal data includes but is not limited to your name, user name, email address, password, phone number, home address, birth date, mobile phone number and credit card information, loyalty and reward program details, device unique identity, including MAC address, console, mobile, tablet and console unique identifier or other device identifiers and settings, internet provider, carrier, operating system, hardware information, localization information, date and time spent on the Services, statistics, feature usage, advertising conversion rates, monetization rate, purchase history and other similar information.

"**user**", "**you**" and "**your**" refer to the end-user of our Services.

"**we**", "**us**" and "**our**" refer to Zagg Network Pte. Ltd. (Registration No. 201812041E), a private company limited by shares incorporated in Singapore, with its registered address at 51B Circular Road, Singapore 049406, and its affiliates.

"**Websites**" means all the websites owned and/or operated by us, including but not limited to <https://zagg.network/> and any other website which we designate from time to time.



### **3. Consent**

- 3.1. By using or subscribing for any of the Services, or submitting any information to us, you agree and consent to us collecting, using, disclosing or otherwise processing your personal data in accordance with this Privacy Policy. If you do not agree to this Privacy Policy, please do not subscribe for, or use, any of the Services.
- 3.2. Without prejudice to Clause 3.1, you are deemed to have given your consent for the collection, use, disclosure and processing of your personal data in the following circumstances:
  - (a) when you voluntarily provide your personal data to us;
  - (b) when you are aware of the purpose for which you provide your personal data to us;
  - (c) it is reasonable for you to have provided your personal data to us in the circumstances; and
  - (d) in any other circumstances where consent is deemed under the Data Protection Legislation.

### **4. The information you provide**

- 4.1. You represent and warrant that the personal data and the information which you provide or otherwise disclose to us is accurate and complete.
- 4.2. If you provide us with any personal data or information relating to a third party, you represent and warrant that (i) such personal data or information is accurate and complete; and (ii) you have obtained the consent of the said third party to the collection, use, processing and disclosure of their personal data or information on the terms set forth in this Privacy Policy, and are duly authorised by the third party to do so.

### **5. Purposes of Collection, Use and Disclosure of Personal Data**

- 5.1. The purposes for the collection, use, processing or disclosure of personal data (as the case may) may vary depending on the nature of the Services which you use or subscribe to, and may include one or more of the following:
  - (a) to provide you with the relevant Services and to develop, improve and maintain such Services;
  - (b) to manage your subscription for the relevant Services, including the creation and management of your accounts;



- (c) to facilitate certain events that we hold and organise, including the sale of ZCoin and ZAGG Tokens;
- (d) to manage, develop and improve the Services, including to respond and deal with enquiries or complaints, providing maintenance and support and preparing for data backup;
- (e) to conduct investigations, internal audits or take action, including in relation to any violation of terms and conditions for the Services;
- (f) to provide to third parties who provide Services on our behalf, but only to the extent necessary for the Services to be provided;
- (g) to meet legal and regulatory requirements imposed by the applicable public authorities, laws or regulations; and
- (h) for any other purposes which are necessary, ancillary or consequential to the above.

5.2. Personal data which we collect, use, disclose or otherwise process include but are not limited to the following:

- (a) to improve any of the Websites or Services, we may gather anonymous analytics and statistical information from you, which include but are not limited to, the number of daily users, operating system version, device make and model, coarse location and usage information, types of reward and loyalty programmes subscribed to;
- (b) to facilitate the inter-operability features on our platform (including ZAGG Network) between loyalty and reward program providers, we may collect and/or disclose details and particulars relating to the loyalty and reward program you subscribe to and/or register to our platform;
- (c) to facilitate the sale and transfer of ZCoin and ZAGG Tokens, we may collect your personal particulars such as your email address and digital / crypto wallet address;
- (d) for system administration and to improve the Websites and our apps, we may require information such as IP address, operating system and browser type;
- (e) to understand your browsing actions and patterns, we may collect statistical data about our users' browsing actions and patterns, without identifying any individual;
- (f) we may also ask you for information when you report a problem with any Website or our apps;
- (g) if you contact us, we may keep a record of that correspondence; and



(h) if you complete any survey, we may store and use that data for research purposes, which may include details of visits to our website such as traffic data and location.

5.3. Except as otherwise provided for in this Privacy Policy or such other agreement entered between you and us, we will not share your personal data with other parties without your consent, unless required by law.

## **6. Limitations to Collection, Use or Disclosure of Personal Data**

6.1. We shall only collect, use, disclose or process your personal data to the extent necessary for the purposes described under this Privacy Policy and to the extent allowed under the Data Protection Legislation.

6.2. Subject to Clauses 7 and 12, you may withdraw your consent at any time after giving reasonable notice by submitting your request to our Data Protection Officer at the email address set out at Clause 15. Following the withdrawal of your consent, we shall no longer collect, use or disclose your personal data unless consent is again obtained or as authorised under the Data Protection Legislation. The withdrawal of your consent may however result in certain consequences. For example, in certain cases, we may not be able to provide you with certain Services.

## **7. Retention of Personal Data**

7.1. We shall collect and retain personal data in accordance with this Privacy Policy for as long as it is necessary, required, or relevant for business or legal purposes.

7.2. Without prejudice to any other provision in this Privacy Policy, we retain the right to collect and store identifying information for the purpose of providing and improving the quality, features and user experience of our Services. All identifying information will be stored and handled with proper security measures as required under the Data Protection Legislation.

## **8. Transfer of personal data outside Singapore**

8.1. We shall only transfer personal data outside Singapore in accordance with the Data Protection Legislation.

8.2. Due to the nature of the Services provided by us, you agree, acknowledge and consent that your personal data (and such other personal data which you provide to us) may be stored or processed in any country where we have operations or where we engage service providers. We may transfer personal data outside Singapore to countries which may have data protection rules that are different from those of Singapore. However, we shall take measures to ensure that any such transfers comply with the Data Protection Legislation, and such personal data remains protected to the standards described in this Privacy Policy. In certain circumstances, courts, law



enforcement agencies, regulatory agencies or security authorities in those other countries may be entitled to access the personal data.

## **9. We as Data Intermediary**

- 9.1. We may collect, use, disclose or otherwise process personal data when acting as a data intermediary (as defined under the Data Protection Legislation).
- 9.2. You are responsible for making sure that the requirements under the Data Protection Legislation are complied with, including ensuring appropriate disclosures about third party data collection and use. To the extent that we act as a user's data intermediary, we will process personal data in accordance with the terms of our agreement with such user and such user' lawful instructions.

## **10. Protecting your information**

- 10.1. We shall take reasonable steps to secure and protect your personal data and information by implementing measures to secure and protect your personal data as required to comply with the Personal Data Legislation, including:
  - (a) reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to personal data; and
  - (b) security precautions safeguarding all electronic storage and transmission of personal data.
- 10.2. Notwithstanding Clause 10.1, while we strive to use commercially acceptable means to protect your personal data, we cannot ensure absolutely the security of any personal data or information which you transmit to us via the internet or otherwise. To the fullest extent permitted by the law, we shall not be liable in any manner for any losses arising from any unauthorised collection, use, disclosure or otherwise processing of such personal data or information whatsoever. We shall not be held responsible for the acts, omissions, data policies or use of cookies by any third party, or the content or security of any third party websites (even if linked to our website). Any such liability is expressly disclaimed and excluded to the fullest extent permitted under the law.

## **11. Third party sites**

Our Services may, from time to time, contain links to external sites or resources which are operated by third parties, including but not limited to third party loyalty and/or reward program providers. We have no control over the content and privacy practices of such sites or resources. Also, please take note that the personal data you provide to such third party loyalty and/or reward program providers will be governed by the relevant privacy policies. You should review the privacy policies of these sites and resources operated by third parties and understand how your information may be used by those third parties.



## **12. Accessing and updating your personal data**

- 12.1. If you wish to (i) apply for a copy of your personal data that we hold; or (ii) withdraw consent that you previously provided in relation to the use, collection and disclosure of your personal data, please contact our Data Protection Officer at the email address set out in Clause 15 below.
- 12.2. Please give us a reasonable period of time to respond to any request and effect any change. We may ask to verify your identity and for more information about your request. Where we are legally permitted to do so, we may also refuse your request with or without providing you with any reasons for doing so. Where you have requested for a copy of your personal data that we hold, we may charge a reasonable administrative fee to cover the costs of responding to your request. If we decide to do so, we will provide you with a written estimate of such fee beforehand.

## **13. Changes to this Privacy Policy**

- 13.1. We may amend this Privacy Policy at any time with or without notice to you.
- 13.2. Any amendment to the Privacy Policy shall become binding as of the moment the amended Privacy Policy is posted on the relevant Websites. To the fullest extent permitted by the law, by continuing to access or use the Services after the amended Privacy Policy is posted on the relevant Websites, you agree to be bound by the amended Privacy Policy.

## **14. Governing Law and Dispute Resolution**

- 14.1. This Privacy Policy and any non-contractual obligations arising out of or in connection with this Privacy Policy will be governed by and construed in accordance with the laws of Singapore (without regard to its conflict of laws principles).
- 14.2. Any dispute arising out of or in connection with this Privacy Policy (including, without limitation, the enforceability of this arbitration clause and any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this arbitration clause. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.
- 14.3. The International Arbitration Act (Cap. 143A), as amended from time to time, shall apply to any arbitration proceedings commenced under these Terms.

## **15. Questions or Concerns**



If you have any questions or concerns relating to your personal data and/or this Privacy Policy, please send us a message with sufficient detail to our Data Protection Officer at [legal@zagg.network](mailto:legal@zagg.network) We will make every effort to resolve your concerns.