

## PRIVACY POLICY

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## INTRODUCTION

VYVO (hereinafter referred to as "VYVO") is committed to safeguarding its users' privacy (hereinafter referred to as "Your" "You") accessing its website (i.e. [www.vyvo.com](http://www.vyvo.com)) and has provided this Privacy Policy to familiarize you with the manner in which VYVO collects, uses and discloses your information collected throughout the Website.

The Policy applies to all information that VYVO has about you and your account.

If you do not agree to or wish to be bound by the terms and conditions of this privacy policy, please do not proceed further to use this website.

This Privacy Policy has three purposes:

1. To explain how we use the information that you share with us in order to have an excellent product and provide you a great experience;
2. To make you understand which data are collected with your authorization and what we do and we don't do with them;
3. To make us accountable for the protection of your rights and your private life according to this policy.

All the information collected are related to the provision of services offered by VYVO and its functionalities.

Generally, there are two categories of information we collect: 1) information that we need to have to be able to use our services, and 2) information that we can use to provide additional functionalities and improved experiences if you choose to share these information.

The first category includes:

- Information of registration, included name, date of birth, address and other information provided at the moment of signing up;
- General and not specific information about the geo-position, coming from the IP address. Our licenses to offer services are specific, according to the position, so we need to know in which country you are located;
- Technical information, they include the kind of browser and device you are using.

The second category includes the information that allows us to offer you additional functions. We never receive such information unless you decide to share them with us. That's how it works. Here are some examples:

- Your specific position: we will never obtain or use the specific position of your device before getting your explicit authorization.
- Your pictures: we will be able to access only the pictures specifically chosen, and we will never make a scanning or an import of the pictures. This allows you to choose single images in order to change the profile image. It's possible to interrupt the sharing of the pictures and withdraw the access at any time.
- Your contacts: we will never make a scanning or an import of the contacts unless you ask us. In that case, we will only use the contact information in order to provide you a better service or communicate information related to the services.

The distinction between these two categories is important. The information in the first category is mandatory to use VYVO and its services.

If you accept our privacy policy, you give us the right to collect this information and use them for the described purposes.



The information of the second category is only collected if you give us the explicit authorization to do so. For this second category of information, we will ask for authorization before accessing them; we will explain how we will use them, if you give us the permission, we will use them only for the purpose described, and you will be able to change idea and revoke this authorization at any time.

The acceptance of our privacy policy doesn't mean that you give us the authorization to access or use the information of the second category; we simply want to inform you that one day we could ask for your permission.

This Policy should be at all times read along with the Terms of Use of the Website.

## COLLECTION OF INFORMATION

### Kinds of information We collect

To provide VYVO products and services, we must process information about you. The types of information we collect depend on how you use our products and services.

### Info you provide

VYVO collects personal and non-personal information when you register to gain access to the services provided by VYVO or at other specific instances when they are requested to provide us with your personal & non-personal information ("Information").

Personal Information shall include, but not limited to, information regarding your name, date of birth, gender, address, telephone number, e-mail address, etcetera.

You can always choose not to provide information, and in such cases, if the information required is classified as mandatory, you will not be able to avail of that part of the services, features or content.

You can add or update your personal information on a regular basis. When You update information, VYVO will keep a copy of the prior version for its records.

VYVO's primary goal in collecting information is to provide the user with a customized experience on our websites.

This includes personalized services, interactive communication, and other services.

VYVO collects your personal information in order to record, support and facilitate your participation in the activities you select, track your preferences, to notify you of any updated information and new activities and other related functions offered by VYVO, keep you informed about latest content available on the Website, special offers, and other products and services of VYVO, to provide you with a customized Website experience, to assist you with customer service or technical support issues, to follow up with you after your visit, to otherwise support your relationship with VYVO or to prevent fraud and unlawful use.

### Info collected by visiting the website

Certain information may be collected when you visit the Website, and such information may be stored in server logs in the form of data. Through this Data VYVO understand the use and number of the user visiting the Website. Some or all data collected may be shared with the sponsors, investors, advertisers, developer, strategic business partners of VYVO. While using the Website, VYVO's servers (hosted by a third-party service provider) may collect information indirectly and automatically about Your activities on the Website; for instance, by way of cookies.

### Third-party

Promotions that run on our website may be sponsored by companies other than VYVO or may be co-sponsored by VYVO and another company. We use third-party service providers to serve ads on our behalf across the internet and sometimes on the Website.

They may collect information about Your visits to our Website.

VYVO uses the log file which includes but not limited to internet protocol (IP) addresses, browser software, number of clicks, number of unique visitors, internet service provider, exit/referring pages, type of platform, date/time stamp, screen resolution etc. for analysis that helps us provide you improved user experience and services.

### Information about transactions made on our products and services

If you use our services or products for purchases or other transactions, we collect information about the purchase or transaction. This includes payment information, such as your credit or debit card number and other card information; other account and authentication information; and billing, shipping and contact details.

We record buying and browsing activities of our users including but not limited to your contact details and profiles and uses the same to provide value-added services to our users. We use them to administer the site, track a user's movement and gather broad demographic information for aggregate use. Once a user registers, he/she is no longer anonymous to VYVO, and it is deemed that the user has given VYVO the right to use the personal & nonpersonal information.

Please note our website is also not a risks proof website.

### Things others do and information they provide about you

We also receive and analyze content, communications, and information that other people provide when they use our products/services. This can include information about you, such as when other users share information about you (example, co-owner).

### Device Information

As described below, we collect information from and about the computers, phones and other web connected devices you use that integrate with our products/services, and we combine this information across different devices you use.

For example, we use information collected about your use of our products/services on your phone.

Information we obtain from these devices includes:

- **Device attributes:** information such as the operating system, hardware and software versions, app and file names and types, and plugins.
- **Device operations:** information about operations and behaviors performed on the device
- **Identifiers:** unique identifiers, device IDs, and other identifiers, such as from games, apps or accounts you use
- **Device signals:** Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
- **Data from device settings:** information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.
- **Network and connections:** information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on your network.
- **Cookie data:** data from cookies stored on your device, including cookie IDs and settings. Learn more about how we use cookies in the [How We Use Cookies](#).
- **Information from partners**
- Advertisers, app developers, and others can send us information they use. These partners provide information about your activities, for example, on apps.

## USE OF INFORMATION

We use the information we have (subject to choices you make) as described below.  
How do we use this information?

Business information is used to display the user's business listing or product offerings across our website to fetch maximum business opportunities for the user.

If you upload any content on the Website and the same may be available to the other users of the Website. VYVO will not be liable for the disclosure and dissemination of such content to any third parties.

Once the user's content is displayed on our website, the user may start receiving business inquiries through email, phone calls or SMS notifications, from third parties that might or might not be of their interest, VYVO does not exercise any control over it.

VYVO may, if you so choose, send direct advertisement mailers to you at the address given by you which could contain details of the products or services displayed on VYVO or of any third party not associated with VYVO. You have the option to opt-out of this direct or third-party mailer by clicking on the unsubscribed link option attached to an e-mail. VYVO respects your privacy and if you do not want to receive e-mail or other communications from VYVO.

### Provide measurement, analytics, and other business services

We use the information we have to help other partners measure the effectiveness and distribution of their services, and understand the types of people who use their services and how people interact with their websites, apps, and services.

### Promote safety, integrity, and security



We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other negative experiences, maintain the integrity of our products and services and promote safety and security of our products and services.

### Communicate with you

We use the information we have to send you marketing communications, communicate with you about our products and services and let you know about our policies and terms. We also use your information to respond to you when you contact us.

## SHARING OF INFORMATION

### Disclosure

In situations when VYVO is legally obligated to disclose information to the government or other third parties, VYVO will do so.

As a general rule, VYVO will not disclose or share any of the user's personally identifiable information except when VYVO has the user's permission or under special circumstances, such as when VYVO believes in good faith that the law requires it or as permitted in terms of this policy.

VYVO may also disclose account information in special cases when VYVO has reasons to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating VYVO 's Terms of Services or may be causing injury to or interference with (either intentionally or unintentionally) VYVO 's rights or property, other VYVO website users, or if VYVO deems it necessary to maintain, service, and improve its products and services. Personal information collected may be transferred and shared in the event of a sale.

You are required to submit your information at the time of making an online purchase on the Website. VYVO uses an online payment gateway that is operated by a third party, and the information that you share with VYVO is transferred and shared with such third-party payment gateway operator.

The said operator may also have access to your online purchase history/details that you make from the Website. Extremely sensitive information like Your credit-card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. You are advised, however, that internet technology is not 100% safe and You should exercise discretion on using the same.

### Apps, websites, and third-party integrations on or using our products/services

When you choose to use third-party apps, websites, or other services that use or are integrated with our Products, they can receive information about what you share.

Also, when you download or use such third-party services, they can access your information that you share with them.

## LINKS TO THIRD PARTY SITES

Links to third party sites are provided by the website as a convenience to the user(s), and VYVO has not had any control over such sites, i.e., content and resources provided by them.



VYVO may allow the user(s) access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's website.

You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites.

VYVO believes that user(s) acknowledge that VYVO has no control over such third party's site, does not monitor such sites, and VYVO shall not be responsible or liable to anyone for such third-party site, or any content, products or services made available on such a site.

## PROTECTION OF INFORMATION

VYVO takes necessary steps, within its limits of commercial viability and necessity, to ensure that the user's information is treated securely.

We request our users to sign out of their VYVO account and close their browser window when they have finished their work. This is to ensure that others cannot access their personal or business information and correspondence if the user shares the computer with someone else or is using a computer in a public place.

Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while VYVO strives to protect the user's personal & business information, it cannot ensure the security of any information transmitted to VYVO, and you do so at your own risk.

Once VYVO receives your transmission, it makes best efforts to ensure its security in its systems.

Please keep in mind that whenever you post personal & business information online, that is accessible to the public, you may receive unsolicited messages from other parties.

VYVO is not responsible for any breach of security or for any actions of any third parties that receive Your Information. The Website also linked to many other sites, and we are not shall be not responsible for their privacy policies or practices as it is beyond our control.

Notwithstanding anything contained in this Policy or elsewhere, VYVO shall not be held responsible for any loss, damage or misuse of Your Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined in Terms of Use).

## DISTRIBUTION OF INFORMATION

VYVO may, from time to time, send its users emails regarding its products and services. VYVO constantly tries and improves the website for better efficiency, more relevancy, innovative business matchmaking and better personal preferences.

VYVO may allow direct emails using its own scripts (without disclosing the email address) with respect/pertaining to the products and services of third parties that it feels may be of interest to the user or if the user has shown interest in the same.

## SECURITY

You undertake to treat the personal access data confidentially and not make it available to unauthorized third parties.

You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you discover loss or access to such information by another party not under your control and supervision, and by using a Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this site. You understand that the Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

## HOW CAN YOU EXERCISE YOUR RIGHTS PROVIDED UNDER THE GDPR (General Data Protection Regulation)

Under the General Data Protection Regulation, you have the right to access, rectify, port and erase your data.

You also have the right to object (view below) and restrict certain processing of your data.

### **This includes:**

the right to object to our processing of your data for direct marketing, which you can exercise by submitting your request to our customer services;

the right to object to our processing of your data where we are performing a task in the public interest or pursuing our legitimate interests or those of a third party.

### **The Right to Object**

Under the General Data Protection Regulation (GDPR), residents of the European Union have the legal right to object at any time to the processing of their personal data where the legal basis for that processing is:

- The legitimate interests of VYVO or of a third party or;
- Tasks carried out in the public interest.

They can also object at any time to the processing of their personal data for direct marketing purposes, regardless of the legal basis relied upon.

### **How can I submit an objection?**

You can submit an objection by submitting a ticket to our customer care from your Backoffice within the subject "I have a different objection to the use of my data."

### **What happens when I object to VYVO's processing of my data?**

Our team will review your objection. Please make sure you have provided the information requested in the ticket to help us review your objection properly.

We'll then let you know whether your objection has been granted or not and provide you with the reasons for our decision. For example, we may deny an objection (other than to

direct marketing) if it doesn't pertain to processing pursuant to a legitimate interest (or public interest) as explained above.

### What happens if my objection is successful?

If your objection is successful, we will cease processing your information pursuant to your objection. In addition, if your objection is successful, you have a right to request the erasure of your data under article 17(1)(c) of the GDPR. You can make such request at the same time as submitting an objection via the free text field of the objection form.

We will consider several factors when assessing an objection including your reasonable expectations; the benefits and risks to you, us, other users, or third parties; and other available means to achieve the same purpose that may be less invasive and do not require disproportional effort.

### Can my objection be denied?

Yes. There may be several reasons for this:

- For processing other than direct marketing, we rely on another legal basis than our legitimate interests (or that of a third party) or tasks carried out in the public interests.
- Your objection is not sufficiently grounded
- After carrying out a balancing test, we consider that our legitimate interests (or that of a third party) are not outweighed by your interests or fundamental rights and freedoms.

## DATA RETENTION, ACCOUNT DEACTIVATION, AND DELETION

We store data until it is no longer necessary to provide our services or until your account is deleted.

This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs.

When you delete your account, you won't be able to recover that information later.

If you don't want to delete your account but want to temporarily stop using the products or services, you can deactivate your account instead. To delete your account at any time, please, submit a ticket from your back office.

## HOW DO WE RESPOND TO LEGAL REQUESTS OR PREVENT HARM?

We access, preserve and share your information with regulators, law enforcement or others:

- In response to a legal request, if we have a good-faith belief that the law requires us to do so. We can also respond to legal requests when we have a good-faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.
- When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or



Products), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm.

Information we receive about you can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.

## HOW WILL WE NOTIFY YOU OF CHANGES TO THIS POLICY?

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our products and services. Any disputes arising under this Policy shall be governed by the laws of Singapore

## HOW TO CONTACT VYVO WITH QUESTIONS

If you have questions about this policy, you can contact us to our customer care.

## DISCLAIMER OF WARRANTIES

To the fullest extent permitted by law, the company disclaims all warranties and conditions, express or implied, including without limitation for any warranty or condition of title, non-infringement of third party rights, satisfactory quality, merchantability, fitness for any purpose, availability of this site at any particular time or location, correction of any defects or errors, freedom from computer virus there contaminants or other malicious, destructive or corrupting code, agent program or macros in conjunction with this site, its contents or the service provided, not with standing any other provisions of this agreement.

The contents and information contained in this site are provided as and when available without warranty of any kind.

The Company, advertisers and/or its licensors make no representations or warranties that the contents or any information received through this site are true, accurate, adequate, reliable, complete, reasonable or correct our use of this site is solely at your risk and your sole responsibility.

The user agrees that they have not relied on other warranties, representations or statements other than in this agreement.

## LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER LAW, THE COMPANY, OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS, ADVERTISERS AND/OR LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS WHATSOEVER (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF

OPPORTUNITY, LOSS OF GOOD WILL, LOSS OF BUSINESS) THAT RESULT FROM, OR ARISE OUT OF THE USE OF, OR INABILITY TO USE, THIS SITE, THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE, OR ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE.

THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE.

Under no circumstances shall the Company be liable regardless of the form of action for any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with your accessing this site and/or using the services provided through this site even if the Company had been advised as to the possibility.

## INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, subsidiaries, employees, agents, advertisers, licensors and contractors (collectively, "Indemnified Persons") from and against any and all liabilities, claims, losses, costs and expenses, including legal costs on an indemnity basis), directly or indirectly arising out of, related to or in connection with your access and use of this site, or any services, information or products provided through this site, any third party's access and use of the services provided through this site or your breach of any term of this Agreement.

You acknowledge and agree that each Indemnified Person has the right to assert and enforce its rights hereunder, in which event you shall cooperate with the Indemnified Person in asserting any available defenses.

## LEGAL COMPLIANCE

The Company may suspend or terminate, or adopt any measure deemed necessary in its sole discretion, this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etcetera of its agents, officers, directors, contractors or employees.

In such event, the Company may disclose the User's identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the Company shall not be liable for damages or results thereof, and the User agrees not to bring any action or claim against Company for such disclosure.