

## **Terms and conditions of use**

### **1. Introduction**

- 1.1 These terms and conditions shall govern your use of Zomfy.
- 1.2 By using ZOMFY, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use ZOMFY.
- 1.5 ZOMFY uses cookies; by using ZOMFY or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

### **2. Copyright notice**

- 2.1 Copyright (c) 2015 Inqc Limited.
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in ZOMFY and the material on ZOMFY; and
  - (b) all the copyright and other intellectual property rights in ZOMFY and the material on ZOMFY are reserved.

### **4. Licence to use website**

- 4.1 You may:
  - (a) view pages from ZOMFY in a web browser;
  - (b) download pages from ZOMFY for caching in a web browser;
  - (c) print pages from ZOMFY;
  - (c) transfer large files of up to 5GB with an optional password protection through Zomfy by means of a web browser.subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from ZOMFY or save any such material to your computer.
- 4.3 You may only use ZOMFY for your own personal and business purposes, and you must not use ZOMFY for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on ZOMFY.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from ZOMFY (including republication on another website);
  - (b) sell, rent or sub-license material from ZOMFY;
  - (c) show any material from ZOMFY in public;
  - (d) exploit material from ZOMFY for a commercial purpose; or

(e) redistribute material from ZOMFY.

4.6 Notwithstanding Section 4.5, you may redistribute our newsletter in print and electronic form to any person.

4.7 We reserve the right to restrict access to areas of ZOMFY, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on ZOMFY.

## **5. Acceptable use**

5.1 You must not:

(a) use ZOMFY in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

(b) use ZOMFY in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use ZOMFY to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to ZOMFY without our express written consent;

(e) access or otherwise interact with ZOMFY using any robot, spider or other automated means;

(f) violate the directives set out in the robots.txt file for ZOMFY; or

(g) use data collected from ZOMFY for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from ZOMFY to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through ZOMFY, or in relation to ZOMFY, is true, accurate, current, complete and non-misleading.

## **6. Your content: licence**

6.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or ZOMFY for storage or publication on, processing by, or transmission via, ZOMFY.

6.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your

content on and in relation to this website and any successor website / reproduce, store and, with your specific consent, publish your content on and in relation to this website.

- 6.3 You grant to us the right to sub-license the rights licensed under Section 6.2.
- 6.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 6.2.
- 6.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 6.6 You may edit your content to the extent permitted using the editing functionality made available on ZOMFY.
- 6.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **7. Your content: rules**

- 7.1 You warrant and represent that your content will comply with these terms and conditions.
- 7.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 7.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
  - (a) be libellous or maliciously false;
  - (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
  - (e) constitute negligent advice or contain any negligent statement;
  - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  - (g) be in contempt of any court, or in breach of any court order;
  - (h) be in breach of racial or religious hatred or discrimination legislation;
  - (i) be blasphemous;
  - (j) be in breach of official secrets legislation;
  - (k) be in breach of any contractual obligation owed to any person;
  - (l) depict violence, in an explicit, graphic or gratuitous manner;

- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

## **8. Limited warranties**

8.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on ZOMFY;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

8.2 We reserve the right to discontinue or alter any or all of ZOMFY services, and to stop publishing ZOMFY, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

8.3 To the maximum extent permitted by applicable law and subject to Section 9.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, ZOMFY and the use of ZOMFY.

## **9. Limitations and exclusions of liability**

9.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this Section 9 and elsewhere in these terms and conditions:

- (a) are subject to Section 9.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

- 9.3 To the extent that ZOMFY and the information and services on ZOMFY are provided free of charge, we will not be liable for any loss or damage of any nature.
- 9.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 9.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 9.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 9.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 9.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **10. Breaches of these terms and conditions**

- 10.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to ZOMFY;
  - (c) permanently prohibit you from accessing ZOMFY;
  - (d) block computers using your IP address from accessing ZOMFY;
  - (e) contact any or all your internet service providers and request that they block your access to ZOMFY;
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) suspend or delete your account on ZOMFY.
- 10.2 Where we suspend or prohibit or block your access to ZOMFY or a part of ZOMFY, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **11. Variation**

- 11.1 We may revise these terms and conditions from time to time.
- 11.2 The revised terms and conditions shall apply to the use of ZOMFY from the date of publication of the revised terms and conditions on the website, and

you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. / We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of ZOMFY from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using ZOMFY.

- 11.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **12. Assignment**

- 12.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 12.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **13. Severability**

- 13.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 13.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **14. Third party rights**

- 14.1 These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.
- 14.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

## **15. Entire agreement**

- 15.1 Subject to Section 9.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of ZOMFY and shall supersede all previous agreements between you and us in relation to your use of ZOMFY.

## **16. Law and jurisdiction**

- 16.1 These terms and conditions shall be governed by and construed in accordance with Hong Kong law.
- 16.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

**17. Our details**

- 17.1 This website is owned and operated by Inqc Limited.
- 17.2 We are registered in Hong Kong.
- 17.3 Our principal place of business is at Hong Kong.
- 17.4 You can contact us by writing to the business address given above, by using ZOMFY contact form, by email to [admin@Zomfy.com](mailto:admin@Zomfy.com).

## **Cookies policy**

### **1. Introduction**

- 1.1 Zomfy uses cookies.
- 1.2 We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit Zomfy. / By using Zomfy and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

### **2. About cookies**

- 2.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 2.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 2.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- 2.4 Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

### **3. Our cookies**

- 3.1 We use both session and persistent cookies on Zomfy.
- 3.2 The names of the cookies that we use on Zomfy, and the purposes for which they are used, are set out below:
  - (a) we use both session and persistent cookies on Zomfy to recognize a computer when a user visits the website / track users as they navigate the website / improve the website's usability / analyze the use of the website / administer the website / prevent fraud and improve the security of the website / personalize the website for each user / target advertisements which may be of particular interest to specific users;

### **4. Analytics cookies**

- 4.1 We use Google Analytics to analyze the use of Zomfy.
- 4.2 Our analytics service provider generates statistical and other information about website use by means of cookies.
- 4.3 The analytics cookies used by Zomfy have the following names: `_ga` and `_gat`
- 4.4 The information generated relating to Zomfy is used to create reports about the use of Zomfy.



4.5 Our analytics service provider's privacy policy is available at: <http://www.google.com/policies/privacy/>.

## **5. Blocking cookies**

5.1 Most browsers allow you to refuse to accept cookies; for example:

- (a) in Internet Explorer (version 10) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";
- (b) in Firefox (version 24) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and
- (c) in Chrome (version 29), you can block all cookies by accessing the "Customize and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

5.2 Blocking all cookies will have a negative impact upon the usability of many websites.

## **6. Deleting cookies**

6.1 You can delete cookies already stored on your computer; for example:

- (a) in Internet Explorer (version 10), you must manually delete cookie files (you can find instructions for doing so at <http://support.microsoft.com/kb/278835>);
- (b) in Firefox (version 24), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history", clicking "Show Cookies", and then clicking "Remove All Cookies"; and
- (c) in Chrome (version 29), you can delete all cookies by accessing the "Customize and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Delete cookies and other site and plug-in data" before clicking "Clear browsing data".

6.2 Deleting cookies will have a negative impact on the usability of many websites.

## **7. Our details**

7.1 This website is owned and operated by Inqc Limited.

7.2 We are registered in Hong Kong.

7.3 Our principal place of business is at Hong Kong.

7.4 You can contact us by writing to the business address given above, by using Zomfy contact form, by email to [admin@zomfy.com](mailto:admin@zomfy.com).

## Copyright notice

### 1. Copyright notice

1.1 Copyright (c) 2015 Inqc Limited.

1.2 Subject to the express provisions of this notice:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### 2. Copyright licence

2.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) transfer large files of up to 5GB with an optional password protection through Zomfy by means of a web browser.

subject to the other provisions of this notice.

2.2 Except as expressly permitted by the other provisions of this notice, you must not download any material from our website or save any such material to your computer.

2.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

2.4 Except as expressly permitted by this notice, you must not edit or otherwise modify any material on our website.

2.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website, save to the extent expressly permitted by this notice.

### 3. Acceptable use

3.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

#### **4. Report abuse**

- 4.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches this notice, please let us know.
- 4.2 You can let us know by email or by using our abuse reporting form.

#### **5. Enforcement of copyright**

- 5.1 We take the protection of our copyright very seriously.
- 5.2 If we discover that you have used our copyright materials in contravention of the licence set out in this notice, we may bring legal proceedings against you, seeking monetary damages and/or an injunction to stop you using those materials. You could also be ordered to pay legal costs.

#### **6. Permissions**

- 6.1 You may request permission to use the copyright materials on our website by writing to us by email or post, using the contact details published on the website.

## Linking policy

### 1. Introduction

- 1.1 We welcome links to Zomfy made in accordance with the terms of this policy.
- 1.2 This policy is intended to assist you when linking to Zomfy. / By using Zomfy you agree to be bound by the provisions of this policy.

### 2. Links to Zomfy

- 2.1 Links pointing to Zomfy should not be misleading.
- 2.2 Appropriate link text should always be used in links pointing to Zomfy.
- 2.3 From time to time we may update the URL structure of Zomfy and, unless we agree in writing otherwise, all links should point to <https://www.zomfy.com>.
- 2.4 You must not use our logo to link to Zomfy (or otherwise) without our express written permission.
- 2.5 You must not link to Zomfy using any inline linking technique.
- 3.6 You must not frame the content of Zomfy or use any similar technology in relation to the content of the website.

### 3. Links from Zomfy

- 3.1 Zomfy includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 3.2 We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

### 4. Removal of links

- 4.1 You agree that, should we request the deletion of a link to Zomfy that is within your control, you will delete the link promptly.
- 4.2 If you would like us to remove a link to Zomfy that is included on this website, please contact us using the contact details below. Unless you have a legal right to demand removal, such removal will be at our discretion.

### 5. Variation

- 5.1 We may amend this policy at any time by publishing a new version on Zomfy.

### 6. Our details

- 6.1 This website is owned and operated by Inqc Limited.
- 6.2 Our principal place of business is at Hong Kong.
- 6.3 You can contact us by writing to the business address given above, by using Zomfy contact form, by email to [admin@zomfy.com](mailto:admin@zomfy.com).

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### **1. Introduction**

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- 1.3 Zomfy uses cookies; by using Zomfy or agreeing to this disclaimer, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

### **2. Copyright notice**

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  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in Zomfy and the material on Zomfy; and
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  - (c) print pages from Zomfy,subject to the other provisions of this disclaimer.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of this disclaimer, you must not download any material from Zomfy or save any such material to your computer.
- 3.3 You may only use Zomfy for your own personal and business purposes, and you must not use Zomfy for any other purposes.
- 3.4 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from Zomfy (including republication on another website);
  - (b) sell, rent or sub-license material from Zomfy;
  - (c) show any material from Zomfy in public;
  - (d) exploit material from Zomfy for a commercial purpose; or
  - (e) redistribute material from Zomfy.

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#### **4. Acceptable use**

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- (a) use Zomfy in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use Zomfy in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use Zomfy to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to Zomfy without our express written consent;
- (e) access or otherwise interact with Zomfy using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for Zomfy; or
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- (c) that the website or any service on the website will remain available.

5.2 We reserve the right to discontinue or alter any or all of Zomfy services, and to stop publishing Zomfy, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

5.3 To the maximum extent permitted by applicable law and subject to Section 6.1, we exclude all representations and warranties relating to the subject matter of this disclaimer, Zomfy and the use of Zomfy.

## **6. Limitations and exclusions of liability**

6.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

6.2 The limitations and exclusions of liability set out in this Section 7 and elsewhere in this disclaimer:

- (a) are subject to Section 6.1; and
- (b) govern all liabilities arising under this disclaimer or relating to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

6.3 To the extent that Zomfy and the information and services on Zomfy are provided free of charge, we will not be liable for any loss or damage of any nature.

6.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

6.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

6.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

6.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

6.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or this disclaimer (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **7. Variation**

7.1 We may revise this disclaimer from time to time.

7.2 The revised disclaimer shall apply to the use of Zomfy from the time of publication of the revised disclaimer on the website.

## **8. Severability**

8.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

8.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **9. Law and jurisdiction**

9.1 This disclaimer shall be governed by and construed in accordance with Hong Kong law.

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## Privacy policy

### 1. Introduction

- 1.1 We are committed to safeguarding the privacy of Zomfy visitors; in this policy we explain how we will treat your personal information.
- 1.2 We will ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit Zomfy. / By using Zomfy and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

### 2. Collecting personal information

- 2.1 We may collect, store and use the following kinds of personal information:
  - (a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths);
  - (b) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);
  - (c) information that you provide to us when using the services on Zomfy, or that is generated in the course of the use of those services (including the timing, frequency and pattern of service use;
  - (d) information relating to any purchases you make of our services or any other transactions that you enter into through Zomfy (including your name, address, telephone number, email address and card details;
  - (e) information contained in or relating to any communications that you send to us or send through Zomfy (including the communication content and meta data associated with the communication);
  - (f) any other personal information that you choose to send to us;
- 2.2 Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

### 3. Using your personal information

- 3.1 Personal information submitted to us through Zomfy will be used for the purposes specified in this policy or on the relevant pages of the website.
- 3.2 We may use your personal information to:
  - (a) administer Zomfy and business;
  - (b) personalise Zomfy for you;
  - (c) enable your use of the services available on Zomfy;
  - (e) supply to you services purchased through Zomfy;

- (f) send statements, invoices and payment reminders to you, and collect payments from you;
  - (g) send you non-marketing commercial communications;
  - (h) send you email notifications that you have specifically requested;
  - (i) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
  - (j) send you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
  - (k) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
  - (l) deal with enquiries and complaints made by or about you relating to Zomfy;
  - (m) keep Zomfy secure and prevent fraud;
  - (n) verify compliance with the terms and conditions governing the use of Zomfy (including monitoring private messages sent through Zomfy private messaging service);
- 3.3 If you submit personal information for publication on Zomfy, we will publish and otherwise use that information in accordance with the licence you grant to us.
- 3.4 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.
- 3.5 All Zomfy financial transactions are handled through our payment services provider, [PSP name]. You can review the provider's privacy policy at [URL]. We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via Zomfy, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

#### **4. Disclosing personal information**

- 4.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.
- 4.2 We may disclose your personal information:
- (a) to the extent that we are required to do so by law;
  - (b) in connection with any ongoing or prospective legal proceedings;
  - (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

- (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
- (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

4.3 Except as provided in this policy, we will not provide your personal information to third parties.

## **5. International data transfers**

5.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

5.2 Personal information that you publish on Zomfy or submit for publication on Zomfy may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

5.3 You expressly agree to the transfers of personal information described in this Section 5.

## **6. Retaining personal information**

6.1 This Section 6 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

6.2 Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6.3 Without prejudice to Section 6.2, we will usually delete personal data falling within the categories set out below at the date/time set out below:

- (a) personal data will be deleted within 3 days from upload

6.4 Notwithstanding the other provisions of this Section 6, we will retain documents (including electronic documents) containing personal data:

- (a) to the extent that we are required to do so by law;
- (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

## **7. Security of your personal information**

7.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

7.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

- 7.3 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 7.4 You are responsible for keeping the password you use for accessing Zomfy confidential; we will not ask you for your password (except when you log in to Zomfy).

## **8. Amendments**

- 8.1 We may update this policy from time to time by publishing a new version on Zomfy.
- 8.2 You should check this page occasionally to ensure you are happy with any changes to this policy.
- 8.3 We may notify you of changes to this policy by email within 3 days.

## **9. Your rights**

- 9.1 You may instruct us to provide you with any personal information we hold about you.
- 9.2 We may withhold personal information that you request to the extent permitted by law.
- 9.3 You may instruct us at any time not to process your personal information for marketing purposes.
- 9.4 In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

## **10. Third party websites**

- 10.1 Zomfy includes hyperlinks to, and details of, third party websites.
- 10.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

## **11. Updating information**

- 11.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

## **12. Cookies**

- 12.1 Zomfy uses cookies.
- 12.2 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 12.3 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

- 12.4 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- 12.5 We use both session and persistent cookies on Zomfy.
- 12.6 The names of the cookies that we use on Zomfy, and the purposes for which they are used, are set out below:
- (a) we use both session and persistent cookies on Zomfy to recognise a computer when a user visits the website / track users as they navigate the website / improve the website's usability / analyse the use of the website / administer the website / prevent fraud and improve the security of the website / personalise the website for each user / target advertisements which may be of particular interest to specific;
- 12.7 Most browsers allow you to refuse to accept cookies; for example:
- (a) in Internet Explorer (version 10) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";
  - (b) in Firefox (version 24) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and
  - (c) in Chrome (version 29), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.
- 12.8 Blocking all cookies will have a negative impact upon the usability of many websites.
- 12.9 If you block cookies, you will not be able to use all the features on Zomfy.
- 12.10 You can delete cookies already stored on your computer; for example:
- (a) in Internet Explorer (version 10), you must manually delete cookie files (you can find instructions for doing so at <http://support.microsoft.com/kb/278835>);
  - (b) in Firefox (version 24), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history", clicking "Show Cookies", and then clicking "Remove All Cookies"; and
  - (c) in Chrome (version 29), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Delete cookies and other site and plug-in data" before clicking "Clear browsing data".
- 12.11 Deleting cookies will have a negative impact on the usability of many websites.

**13. Our details**

- 13.1 This website is owned and operated by Inqc Limited.
- 13.2 We are registered in Hong Kong.
- 13.3 Our principal place of business is at Hong Kong.
- 13.4 You can contact us by writing to the business address given above, by using Zomfy contact form, by email to [admin@zomfy.com](mailto:admin@zomfy.com).

## **Anti-spam policy**

### **1. Introduction**

- 1.1 In the context of electronic messaging, "spam" means unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.
- 1.2 We have a zero-tolerance spam policy.

### **2. Spam filtering**

- 2.1 Our messaging systems automatically scan all incoming email messages and filter out messages that appear to be spam.
- 2.2 We may also report incoming email as spam. This can result in IP addresses and domain names being blacklisted.

### **3. Spam filtering issues**

- 3.1 No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered out by our systems.
- 3.2 If you believe that a legitimate message you have sent has been filtered out by our systems, please advise the message recipient by another means.
- 3.3 You can reduce the risk of a message being caught by the spam filters by:
  - (a) sending the message in plain text (instead of, or in addition to, HTML);
  - (b) removing any message attachments;
  - (c) avoiding the terminology and text styling typically used by spammers; and/or
  - (d) ensuring that your messages are scanned for malware before dispatch.

### **4. User spam**

- 4.1 We provide a facility that enables users to send email messages to others.
- 4.2 Users must not use our messaging facility or any of our other services to store, copy, send, relay or distribute spam.
- 4.3 Full provisions concerning the use of our messaging facility are set out in Zomfy terms and conditions of use.

### **5. Receipt of unwanted messages from us**

- 5.1 In the unlikely event that you receive any message from us or sent using our systems that may be considered to be spam, please contact us using the details below and the matter will be investigated.

### **6. Variation**

- 6.1 We may amend this policy at any time by publishing a new version on Zomfy.

### **7. Our details**

- 7.1 This website is owned and operated by Inqc Limited.
- 7.2 Our principal place of business is at Hong Kong.
- 7.3 You can contact us by using Zomfy contact form, by email to [admin@zomfy.com](mailto:admin@zomfy.com).