

FUSO Mobile App

Privacy Policy

1. Our commitment to protect your privacy

1.1 Universal Cars Limited ("we", "our" or "us") appreciates your interest in us and our products and services. Your privacy is important to us and we wish to explain our privacy policy so that you may feel comfortable visiting our application and using our products and services. By visiting our application and any of its pages, you agree to the terms described in this policy.

2. Personal data we collect

2.1. We collect and store information you enter in our application or give us in any other way, including when you purchase a product from us or use our services, contact our Showrooms or Service Centres, or through car shows, contests and promotions. Such information may comprise personal data as defined under the Personal Data (Privacy) Ordinance as amended from time to time ("Data") and include but not limited to:

2.1.1 Your personal information such as your name, age group, phone number, email and/or address; and

2.1.2 Certain Data (particularly relating to your contact information) are required for specific services and if you fail to supply such Data, we may be unable to provide the services in full.

2.2 We do not intend to collect information from minors. However, as we cannot distinguish the age of persons who access our application, our privacy policy applies to all who access our application. If a child has provided us with Data without the consent of his parent or guardian, the parent or guardian should contact us (please see section 11 for details) to request the removal of the information.

3. Purposes for Collection and Use of Data

3.1 The Data provided by you will be used by us for the purpose for which it was requested, and for directly related purposes as follows:

3.1.1 Application, administration, continuation and termination of the use of our products or services;

3.1.2 Processing billing and payment, maintaining a credit history, determining amounts outstanding and if necessary, collection of outstanding payments;

3.1.3 Considering or fulfilling requests or application of any nature submitted by you, whether online, over the phone or through other channels;

3.1.4 Handling and following up service calls, enquiries and complaints;

3.1.5 Verification of your identity;

3.1.6 Administering contests and sweepstakes conducted by us, including disclosing the winner of any such contests;

3.1.7 Enforcement of any contract entered into between you and Universal Automobile Company Limited;

3.1.8 Updating and enhancing our records;

3.1.9 Meeting the requirements to make disclosure to any governmental, legal or regulatory authority in Hong Kong under the requirements of any law binding on us; and

3.1.10 Enabling us to better understand the demographics of our customers and provide products/services better tailored to your needs.

3.2 We will collect and submit as applicable a copy of your Hong Kong Identity Card ("HKIC") to the Transport Department of The Government of the HKSAR for vehicle registration and licensing purposes, and to insurance company for insurance arrangements. We will also request your HKIC number / Hong Kong Driving License number for identity verification purposes for test drive arrangements but not for any other purposes.

4. Information Captured Automatically

4.1 Like many applications, we automatically receive certain types of information when your smartphone accesses our application, including your IP address, operating system, pages you visit in our application, which application you came from or go to and the date and length of your visit. We may use and evaluate such information for the purposes of application administration and understanding our customers better.

5. Use of Data in Direct Marketing

5.1 We intend to use your Data in direct marketing, and we may not so use your Data unless we have received your consent (which includes an indication of no objection).

5.2

5.2.1 Products, services and promotional events of Universal Cars Limited, Manufacturer and Sime Darby Motor Group;

5.2.2 Banking services offered by our business partners as part of the comprehensive service we strive to provide our customers.

5.3 We will not disclose your Data to any third parties for direct marketing purposes without your consent.

5.4 Should you not want us to use your Data for direct marketing, please let us know via any one of the free response channels in section 11. You can also choose not to receive such marketing materials by selecting the unsubscribe option which we provide in each email, sms or mms sent to you, or otherwise inform us.

6. Disclosure and Transfer of Data

6.1 We do not sell or trade your Data with third parties and we strive to protect your

privacy. Your Data may however be transferred within or outside Hong Kong as follows (if applicable):

6.1.1 Other companies (including branch offices, subsidiaries, holding companies, associated companies or affiliates) within our group of companies;

6.1.2 Governmental, legal or regulatory authority in Hong Kong;

6.1.3 Our legal and financial advisers;

6.1.4 Third party service providers engaged by us to assist with debt collection and customer services;

6.1.5 Insurance company for the application of car insurance;

6.1.6 Credit information, reference bureau or financial service company for the application of financial services; and

6.1.7 Our assigns or successor in title.

7. Security and Accuracy of Data

7.1 Except as mentioned in section 6 above, your Data, however stored, will be accessed by our employees or service providers who are authorized to do so.

7.2 Where Data is stored electronically, it will be kept password-protected in the Universal Cars Limited computing facilities (including servers and back-up tapes), and accessible only by authorized personnel of Universal Cars Limited or service providers. Data encryption will be applied where appropriate.

7.3 Employees and service providers designated to handle Data will be instructed to do so only in accordance with this privacy policy.

7.4 We shall take reasonable steps to keep your Data as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. Data that is used on an ongoing basis, including information that is disclosed to third parties (please see section 6 for details), will generally be kept accurate and up-to-date. You can update or correct the Data held by us in accordance with section 11.

8. Retention of Data

8.1 Data provided by you is retained if the purpose for which the Data was collected still exists, it is so required by law, statute or regulation, or it is in the public interest. Data will be destroyed once its requirement is ended.

9. Cookies

9.1 When you access our application, we store information about your visit in a small text file called a "cookie" on your smartphone. This helps us to identify you and remember your preferences the next time you visit us.

9.2 Only information that you have provided will be stored in the cookie, and only the application which created the cookie can read it. This does not allow it access to the rest of the smartphone.

10. Third party applications

10.1 Our privacy policy does not extend to third-party applications that may be linked from our application, or from any other broadcast affiliated with us.

11. Amendments to Privacy Policy

11.1 We may revise this privacy policy from time to time by updating this version.

Therefore, please visit our application from time to time to determine any changes to these terms.

私隱權保護政策

1. 我們對保護閣下私隱的承諾

1.1 環宇汽車有限公司（稱「環宇」、「我們」、「我們的」或「我們」）感謝閣下對我們及我們的產品與服務感到興趣。閣下的私隱對我們至為重要，我們希望闡明我們的私隱政策，從而閣下在瀏覽我們的應用程式及使用我們的產品與服務時感到輕鬆和自在。閣下瀏覽此應用程式及其任何頁面，即表示閣下同意本政策所述的各項條款。

2. 我們收集的個人資料

2.1 我們收集和貯存閣下在我們應用程式登入的資料或以任何其他方式給予我們的資料，包括當閣下向我們購買產品或使用我們的服務、聯絡我們的陳列室或維修中心，或透過車展、比賽和促銷活動時所提供的資料。該資料可能包括不時修訂的個人資料(私隱)條例所定義的個人資料(稱「資料」)，包括但不限於：

2.1.1 閣下的個人資料，例如閣下的姓名，年齡組別，電話號碼，電郵地址及/或地址；及

2.1.2 個別特定服務是需要閣下的某些資料（尤其是有關閣下的聯絡資料）。如果閣下未能提供該資料，我們或不能夠為閣下提供完善的服務。

2.2 我們無意向未成年人收集資料。然而，由於我們不能辨別瀏覽我們應用程式者的年齡，我們的私隱政策適用於瀏覽我們應用程式的所有人士。如兒童未經其父母或監護人同意而向我們提供個人資料，該父母或監護人應向我們聯絡（詳情請閱讀第 11 段），要求將上述資料刪除。

3. 收集和使用資料之目的

3.1 閣下所提供的資料將被用作其收集的目的及直接相關的目的如下：

3.1.1 就使用我們產品或服務的申請、管理、延續使用及終止；

3.1.2 處理賬項及費用繳付，維持信貸紀錄，釐定未付款項金額，以及，如有需要，收取未付款項；

3.1.3 考慮或執行閣下不論以網上、電話或其他途徑作出的任何性質的要求

或申請;

- 3.1.4 處理及跟進與服務有關的來電、查詢及投訴;
 - 3.1.5 核實閣下的身份;
 - 3.1.6 管理我們舉辦的比賽及抽獎活動，包括公佈任何該等比賽的得獎者;
 - 3.1.7 執行閣下與環宇之間所訂立的任何合同;
 - 3.1.8 更新及改善我們的記錄;
 - 3.1.9 根據任何對我們有約束力的法例的要求，向任何香港政府、法律及監管機構作出披露; 及
 - 3.1.10 使我們能夠作出內部分析從而更加了解我們的顧客統計，以提供更合適閣下需要的產品/服務。
- 3.2 我們會向閣下索取香港身份證副本，遞交給香港運輸處用作車輛登記

及牌照申請用途，及向保險公司投保汽車保險；於試駕車輛時我們亦會索取閣下的香港身份證號碼 / 駕駛執照號碼，用處只限於身份核實。

4. 自動獲得的資料

- 4.1 如同許多應用程式，當閣下的智能手機瀏覽我們的應用程式時，我們會自動收取某些類別的資料，其中包括閣下的 IP(網際協議)地址、操作系統、閣下來自或前往何應用程式及閣下瀏覽的日期與時間長短。我們有可能為了應用程式管理與更深入瞭解客戶而使用和評價這些資料。

5. 使用資料作直接促銷

- 5.1 我們擬使用閣下的資料作直接促銷，我們若未獲得閣下的同意(包括表示不反對)，則不會使用閣下的資料作直接促銷。
- 5.2
 - 5.2.1 環宇、製造商及森那美汽車集團的產品、服務及宣傳活動; 及
 - 5.2.2 由我們的生意夥伴所提供的銀行服務，作為我們為閣下提供優質及全面服務的一部分。
- 5.3 我們不會在未得到閣下同意之下，將閣下的資料向任何第三方披露作直接促銷用途。
- 5.4 若閣下不希望我們將閣下的資料用作直接促銷用途，請以第 11 段中所提到的任何免費途徑通知我們。若閣下選擇不收取該等促銷資料，閣下亦可以在我們傳送給閣下的每個電郵、短訊或多媒體訊息(MMS)內選擇取消訂閱選項，或以其它方式通知我們。

6. 資料披露和轉移

6.1 我們致力保護閣下的私隱，故此我們不會出售或與第三方交易閣下的資料。然而，我們會（如適用）轉移閣下的資料至以下位於香港或香港以外地方的第三者：

6.1.1 本集團的其他公司（包括公司分行，附屬公司，母公司，聯營或聯屬公司）；

6.1.2 香港政府、法律或監管機構；

6.1.3 我們的法律及財務顧問；

6.1.4 我們所聘用以協助債務追討和客戶服務的第三方服務供應商；

6.1.5 保險公司用以申請汽車保險；

6.1.6 財務公司用以申請財務產品及服務；及

6.1.7 我們業權承讓人或繼承人。

7. 資料的安全及準確性

7.1 除上述第 6 段中所提到的，閣下的資料，不論以什麼方式貯存，只會被我們員工或已獲授權的服務供應商存取。

7.2 若資料是以電子方式貯存，該資料會被貯存於環宇受密碼保護的電腦設備（包括伺服器及磁帶儲存），並只會被獲環宇授權的人士或服務供應商存取；我們亦會為數據進行加密保護。

7.3 我們會向被指定處理個人資料的員工及服務供應商給予指示，在處理個人資料時他們必須按照本私隱政策。

7.4 就著閣下的資料的收集目的，我們會按需要採取合理步驟以確保閣下的資料準確、完整及最新。我們恆常使用的資料，包括向第三方所披露的資料（詳情請閱讀第 6 段），在一般情況下我們會保持為準確及最新的，閣下亦可以根據第 11 段對我們持有的資料作出更新或更改。

8. 資料的保留

8.1 若我們收集資料的目的仍然存在，或因為法律、法規或規例的要求，或因為符合公眾利益，我們會保留閣下所提供的資料。當該資料不再需要被保留時，該資料會被銷毀。

9. 小型文字檔案(Cookies)

9.1 當閣下瀏覽我們應用程式時，我們會將有關閣下瀏覽應用程式的資料貯存於閣下硬碟上的一個稱為「cookie」的小型文字檔案中。這有助於我們在閣下次瀏覽我們應用程式時認出閣下本人及記住閣下的喜好。

9.2 只有閣下已經提供的資料才會貯存於小型文字檔案，而且只有最初造就小型文字檔案的應用程式才瀏覽該檔案。這不會讓小型文字檔案瀏覽智能手機的其餘部分。

10. 第三方應用程式

10.1 公司的私隱政策不能引伸而適用於與此應用程式連結的或與我們相聯的任何其他傳播連結的第三方應用程式。

11. 私隱政策的修訂

11.1 我們有權透過更新此文本，不時修訂本私隱政策。因此，請不時瀏覽此應用程式，以查明對該條款作出的一切更改。

Terms and conditions

By using the application and any other site and/or media platforms and/or applications accessed through such application, users of the application (hereinafter referred to as the "Users") acknowledge and agree that the **Privacy Policy** and the Terms and Conditions set out below are binding upon them. If a User does not accept either or both of the **Privacy Policy** and/or the Terms and Conditions, please do not use the application. The Company reserves the right, at its own discretion, to revise the **Privacy Policy** and the Terms and Conditions at any time without prior notice. Once posted on the application, the amended **Privacy Policy** and the Terms and Conditions shall apply to all Users. Users are advised to visit this page periodically to review the latest **Privacy Policy** and the Terms and Conditions. A User's access to the application and the Services (as defined in Clause 1.1 below) will be terminated upon his/her notice to the Company that any change is unacceptable; otherwise the continued use shall constitute acceptance of all changes and the said changes shall be binding upon the User.

By using the application, Users acknowledge and agree that, if applicable, apart from being bound by the Terms and Conditions set out herein, they will at the same time be bound by the terms and conditions of the relevant and applicable application that they use and the terms and conditions of the relevant and applicable application operated by the Company which their Materials (as defined in Section 4.1 below) are being / have been uploaded to or posted on.

Users further acknowledge and agree that they shall comply with all applicable laws, statutes, ordinances and regulations (whether or not having the force of law) regarding their use of the application. Users recognize the global nature of the

Internet and understand that the applicable laws, statutes, ordinances and/or regulations may be of a jurisdiction other than their own and agree that compliance with the same is their absolute responsibility.

The terms "User" and "Users" herein refer to all individuals and/or entities accessing and/or using the application at anytime, whether in Hong Kong or elsewhere, for any reason or purpose.

1. General Terms

1. The Company offers one or more of the following services through the application pursuant to the Terms and Conditions:- (i) online service / maintenance booking system; (ii) Owner's handbook / vehicle manual viewing; (iii) work in progress(WIP) status check of a repairing vehicle; (iv) vehicle service record; (v) as chat rooms with service advisors / salesmen; (vi) news updates; (vii) promotions for service / parts sales; (viii) customer surveys ; and (ix) any other contents, features, services and/or applications made available by the Company via the application (hereinafter singly or collectively referred to as the "Services").
2. The Company reserves the rights, in its sole discretion, to modify the Services, including without limitation by removing, adding, or modifying any portion of the application and to edit, modify, share, erase, delete or remove any Materials posted on the application for any reason from time to time and without notice. The Company shall have no liability to any Users for any of the foregoing actions except pursuant to terms of any service agreement signed with the Company, if any.
3. Except as specified in the Terms and Conditions, the Company is not a party to any actual transaction between Users.
4. The Company is committed to protect the privacy of the Users. The Company uses the information of the Users according to the terms as described in the **Privacy Policy** .

2. Registration as Member

1. Users may freely browse the application for information and use the tools which the Company makes available thereat. However, certain contents and functions of application, including but not limited to owner's handbook / vehicle manual viewing, WIP status check of a repairing vehicle, car owner information viewing, vehicle service record and online survey system are only available to registered members of the application ("Members").
2. A User may become a Member of the application by registering online at the section "Login". Users warrant that the personal particulars which they provide when they register as Members of the application are true, accurate, current, complete and not misleading in all respects, and further undertake to promptly update the Company where there is any subsequent change in such particulars. Users' failure to do so would entitle the Company to suspend and/or terminate their membership account ("Account") with the application without further notice and/or recourse to the related Users.
3. Users must not select a username or password that violates any person's rights or one that in the Company's opinion is offensive, improper or inappropriate. If a User does so, the Company reserves the right to modify or delete the username or password and/or terminate his/her Account with the application. In any event the Company shall not be liable in any way for any improper use of a username or password by any User.
4. Users shall be solely and entirely responsible for maintaining the confidentiality of the login information and password and any other information in respect of their Accounts and responsible for all activities that occur in connection with the Account. In no event shall the Company be responsible or liable for any loss or damage in relation to the unauthorized use of Account by any person.
5. Users agree to immediately notify the Company of any unauthorized use of their Accounts or any other breach of security with respect to their use of the Services.

6. Registration requests made pursuant to Clause 2.2 may be refused by the Company at its sole and absolute discretion and Users agree that the Company is under no obligation to send Users any alert, notice or explanation regarding the Company's rejection of membership registration.
7. The Company reserves the rights to deactivate or cancel any User's Account at any time as it deems necessary.
8. The information that Users provide to the Company on the registration form to become a Member will be dealt with in accordance with our **Privacy Policy**, and the Company strongly recommends Users to read the said Privacy Policy prior to registration as the terms stated therein are binding upon all Users.

3. Prohibited Uses for all Users

1. Users of the application, including Members, agree not to use any of the application for any of the purposes which are expressly prohibited below: -
 - i. All Users are prohibited from interfering with, disrupting or violating, or attempting to interfere with, disrupt or violate the security, servers or network of the application (including without limitation, accessing data not intended for them, logging into a server or account which they are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network, attempting to breach security or authentication measures without proper authorization, attempting to interfere with service to any user, host or network or sending unsolicited e-mails). Violation of system or network security by Users may result in civil and/or criminal liabilities.
 - ii. Users shall not use the application if they do not have legal capacity to form legally binding contracts or they are prohibited by law from accessing or using the Services.
 - iii. Users shall not access or use the personal data of any other Users without his/her express permission.

iv. Users shall not assign or transfer any rights or obligations under these Terms and Conditions to any third person without the Company's prior written consent thereto.

v. Members shall not allow others to use his/her username and password to access or use any application.

4. Acceptable uses of the application

1. Specific uses - User(s) viewing and/or using the materials posted on the application (hereinafter referred to as the "Viewer(s)")

The Viewer agrees that he/she/it shall only use the application for lawful purposes and for enjoying the Services provided therein. The Viewer agrees that any personal data received via the application or from the Company shall only be used for the purpose of identifying and/or locating advertisements or materials or any content therein or for the purpose of enjoying the Services provided through the application. Any personal data received which are irrelevant to the above purposes shall be disregarded and shall not be saved, stored, collected, processed, used, distributed, published, disclosed or transmitted in any way, including but not limited to for any commercial purpose. The Viewer also agrees that any personal data collected via the application or from the Company shall be promptly and properly deleted when the above purposes have lapsed or been achieved.

2. Specific uses - User(s) using service appointment booking service through the application to appoint a maintenance service with service centres.

By accessing or using the service appointment booking service (hereinafter referred to as "Booking Service") operated by the Company via the application, the User acknowledges that he/she has read, understood and accepted the Terms and Conditions and agrees to be bound by them.

In connection with the use of the Booking Service via any application by any

User who is not a Member, the Company will collect, store and use personal information and/or data about such User which may include without limitation his/her name, email address and phone number pursuant to the [Privacy Policy](#).

3. Specific uses - User(s) chatting with service advisors / salesmen

Any content, including but not limited to photographs, pictures, images and video clips which User(s) share with service advisors / salesmen of this application ("Content") is owned by user(s). The Company does not claim any ownership on Content. The user can choose to share Content with other service advisors / salesmen of application while chatting. The user represent and warrant that he/she is the owner of Content, and are not violating any third party rights by sharing Content on the application. The company does not necessarily endorse Content, and has no obligation to monitor, edit, remove or prescreen Content. The user is solely liable for any of Content shared on the application. The user is also solely responsible for his/her interaction with service advisors / salesmen on the application online. In case the user thinks that some service advisors / salesmen of the company or the company itself is infringing he/her intellectual property rights through the application, he/she can promptly contact the company, and the company will reserve the right to delete content alleged to be infringing.

5. Content License

By uploading Materials on the application, the User unconditionally grants the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to exercise the copyright, publicity and database rights (but no other rights) he/she/it has in the Materials in order that the Company can use, publish, host, display, promote, copy, download, forward, distribute, reproduce, transfer, edit, sell and re-use the Materials in any form and anywhere, with or without making any commercial gains or profits, and carry out the purposes set out in the **Privacy Policy** and herein.

6. Intellectual Property Rights

All contents of the application, including without limitation the text, images, information, comments, layout, database, graphics, photos, pictures, sounds or audio formats, software, brands and HTML are the intellectual properties of the Company or the Users (as the case may be) which are protected by applicable copyright and trademark laws and may not be downloaded, copied, modified, reproduced, printed or distributed in any way except that Users may download and/or print a copy of such materials for their own legal and non-commercial uses or for such purposes as permitted under the terms and conditions of any service agreement(s) entered into between the Company and the User(s)). Any use of any of such content other than those permitted under the Terms and Conditions, the terms and conditions of any specific application(s) and the terms and conditions of any service agreement(s) entered into between the Company and the User(s) is strictly prohibited and the Company reserves all its rights in this respect. Users acknowledge that they will be solely responsible for any adverse consequences arising from their breach of copyright laws and/or other intellectual property laws.

For the avoidance of doubt, any purported consent of any third parties on the use of the contents and materials mentioned under this Clause shall not exonerate the Users from the restrictions/prohibitions imposed hereunder in whatsoever manner.

Users agree that the Company is free to use, disclose, adopt and modify all and any ideas, concepts, proposals, suggestions, comments and other communications and information provided by them to the Company in connection with the Users' use of the applications without any remuneration or compensation to them. Users hereby waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to the Company's use, disclosure, adoption and/or modification of such ideas, concepts,

proposals, suggestions, comments and/or other communications and information.

7. Contents

Users acknowledge that the Company may not pre-screen or pre-approve certain content posted on the application or any content sent through the application. In any event, the Company takes no responsibility whatsoever for the content on the application or any content sent through the application, or for any content lost and does not make any representations or warranties regarding the content or accuracy of any materials therein.

The Company shall have the right to remove any materials uploaded or posted on the application, to expel the Users from and prevent their further access to the application (by way of, including but not limited to, terminating the membership accounts and blocking the Users' Internet Protocol addresses) at its sole discretion without any notice, compensation or recourse to the Users if the Company considers at its sole discretion that such Users have breached or is likely to breach any law or regulations or the Terms and Conditions or any terms and conditions of any specific application(s) or service agreement(s) entered into between the Company and the User(s).

Users agree and consent that the Company may, subject to the terms of the **Privacy Policy**, use their personal data and/or other information provided to the application for purposes relating to the provision of Services and/or offered by the Company and marketing services and/or special events of the Company.

8. Responsibility

The Company may not monitor the application at all times but reserves the right to do so. The Company does not warrant that any Materials or application will be viewed by any specific number of Users or that it will be viewed by any specific User. The Company shall not in any way be considered an agent of any User with

respect to any use of the application and shall not be responsible in any way for any direct or indirect damage or loss that may arise or result from the use of the application, for whatever reason made. **WHILST ENDEAVOURING TO PROVIDE QUALITY SERVICE TO ALL USERS, THE COMPANY DOES NOT WARRANT THAT THE APPLICATION WILL OPERATE ERROR-FREE OR THAT THE APPLICATION AND ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL MECHANISMS. IF USE OF THE APPLICATION OR THEIR CONTENTS RESULT IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA BY ANY USER, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THOSE COSTS. THE APPLICATION AND THEIR CONTENTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT PREJUDICE TO THE FOREGOING, ANY IN RESPECT OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR PARTICULAR PURPOSE, OR ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENTS, SERVICES, TEXT, GRAPHICS AND HYPERLINKS ON THE APPLICATION.**

9. Own Risk

ALL USERS SHALL USE THE APPLICATION AND ANY OTHER WEB SITES AND/OR MEDIA PLATFORMS AND/OR APPLICATIONS ACCESSED THROUGH THE APPLICATION, ENTIRELY AT THEIR OWN RISK. The Company reserves the right to expel any User and prevent his/her/its further access to the application, at any time for breaching this agreement or violating the law and also reserves the right to remove any Materials which is abusive, illegal, disruptive or inappropriate at the Company's sole discretion.

10. Indemnity

All Users agree to indemnify, and hold harmless the Company, its officers, directors, employees, agents, partners, representatives, shareholders, servants, attorneys, predecessors, successors and assigns from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses (including legal

fees and litigation expenses on a full indemnity basis) arising from or resulting from their use of the application, their use of any services provided by the Company via the application, or their breach of any term of this Terms and Conditions or any terms and conditions of any specific application(s) or service agreement(s) entered into between the Company and the User(s). The Company will provide prompt notice of any such claim, suit or proceedings to the relevant User.

11. Limitation of the Service

The Company shall have the right to limit the use of the Services, including the period of time that Materials will be posted on the application, the size, placement and position of the Materials, email messages or any other contents which are transmitted by the Services.

12. Termination of Service

The Company shall have the right to delete or deactivate any account, or block the email or IP address of any User, or terminate the access of Users to the Services, and remove any materials within the Services immediately without notice for any reason, including but not limited to the reason that the User breached any law or the Terms and Conditions or any terms and conditions of any specific application(s) or any service agreement(s) entered into between the Company and the User(s). The Company reserves the right at any time to take such action as it considers appropriate, desirable or necessary including but not limited to taking legal actions against any such User. The Company shall have no obligation to deliver any materials posted on the application to any User at any time, both before or after cessation of the Services or upon removal of the related material(s) from the application.

13. Disclaimer

The Company shall not be liable for any default of obligations or duties directly or indirectly caused by or resulted from any causes beyond the Company's reasonable control, including but not limited to Internet failure or any system

default.

The Company does not guarantee uninterrupted, continuous and/or secure access to the any Services via the application. Part of or the entire application may be unexpectedly unavailable for whatever duration and for whatsoever reasons that may include but not limited to system malfunctions and disruptions, Internet access downtime and other technical problems beyond the Company's control for which we cannot and shall not be held responsible. The Company reserves the right to take any part or the whole of the application offline with or without notice for reasons including but not limited to system maintenance or upgrading.

14. Security Measures

The Company will use its reasonable endeavors to ensure that its officers, directors, employees, agents and/or contractors will exercise their prudence and due diligence in handling the personal data submitted by the Users, and the access to and processing of the personal data by such persons is on a "need-to-know" and "need-to-use" basis. The Company will use its reasonable endeavors to protect the personal data against any unauthorized or accidental access, processing or erasure of the personal data. For the Company's policies regarding the usage and protection of personal data provided by Users of the application, please refer to the **Privacy Policy**.

15. Severability

The provisions of the Terms and Conditions shall be enforceable independently of each other and the validity of each provision shall not be affected if any of the others is invalid. In the event any provision of the Terms and Conditions is determined to be illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions of the Terms and Conditions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there shall be added as part of the Terms and Conditions one or more provisions as similar in terms as may be legal, valid and enforceable under the applicable law.

16. Conflict

If there is any conflict among (i) these Terms and Conditions, (ii) specific terms of use appearing on the Platforms and/or the Applications. (iii) **Privacy Policy**; and (iv) terms and conditions of any service agreement(s) including Service Agreement or Service Order entered into between the Company and the User(s), and/or any specific terms and conditions of use in respect of any special events hosted by the Company, the latest shall prevail over other documents and then the following descending order of procedure shall apply:- (i) **Privacy Policy**; (ii) the specific terms of use appearing on the Platforms and/or the Applications; and (iii) the Terms and Conditions, subject always to the express contrary provisions (if any) contained in the aforesaid documents.

17. Governing Law and Dispute Resolutions

The Terms and Conditions and any dispute or matter arising from or incidental to the use of the application shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"), unless otherwise specified.

Any dispute, controversy or claim arising out of or relating to the Terms and Conditions including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the HKIAC Arbitration Rules as at present in force and as may be amended by the rest of this Clause:

0. The appointing authority shall be Hong Kong International Arbitration Centre (hereinafter referred to as "HKIAC"); or alternatively, an appointing authority may be appointed by the Company at its sole and absolute discretion in any country which the Company considers as fit and appropriate. Any User(s) who are in dispute with the Company acknowledge(s) and agree(s) that the choice of appointing authority nominated by the Company shall be final and conclusive.

1. The place of arbitration shall be in Hong Kong at HKIAC; or alternatively, at any such arbitral body in any country as the Company considers fit and appropriate at its sole and absolute discretion. Any User(s) who are in dispute with the Company acknowledge(s) and agree(s) that the choice of the arbitral body and the place of arbitration nominated by the Company shall be final and conclusive.
2. There shall be only one arbitrator.
3. The language to be used in the arbitral proceedings shall be English.

In the event of any breach of the Terms and Conditions by any one party, the other party shall be entitled to remedies in law and equity as determined by arbitration.

18. Rights of Third Parties

Except as expressly set forth herein, no person other than the parties to these Terms and Conditions shall have any right to enforce any term hereof.

19. Inconsistency

Should there be any inconsistency between the English version and any version in other language, the English version shall always prevail.

20. Enquiries

For any query, please contact Customer Service of the Company.

服務條款和細則 (簡稱“條款和細則”)

通過使用應用程式或經應用程式進入其它網站和/或媒體平台和/或應用程式，任何應用程式的用戶（簡稱“用戶”）會被視為接受並同意遵守條款和細則及私隱政策。若用戶不接受任何條款和細則及私隱政策，請不要使用應用程式。本公司保留權利在沒有預先通知的情況下，隨時修改條款和細則及私隱政策。一

且在渠道上發佈，修訂後的條款和細則及私隱政策將適用於所有用戶。本公司建議用戶應定期瀏覽此頁面，查看最新條款和細則及私隱政策。用戶一旦通知本公司不接受任何修訂，其應立即終止使用應用程式和服務（定義見下文第 1.1 節），否則繼續使用應用程式將被視為接受所有修訂並受其約束。

用戶也接受並同意，當使用應用程式時，除了受本文所載的條款和細則所約束，用戶將並同時受其使用的相關應用程式的條款和細則及其上傳或張貼資料（定義見下文第 4.1 節）於本公司或關聯公司所經營之相關渠道的條款和細則所約束(如適用)。

用戶進一步接受並同意，他們應就其使用應用程式遵守所有適用的法律、法規、條例和規章（不論是否具有法律效力的）。用戶了解到互聯網之全球性質並瞭解和同意他們或須遵守其司法管轄區以外適用的法律、法規、條例或規章。術語“用戶”是指所有的個人/實體在任何時候，無論是在香港或其他地方，以任何理由或目的登入和/或使用應用程式。

1. 一般條款

1. 本公司根據條款和細則透過渠道向用戶提供下列一或多項服務:-

1. 預約維修/檢查服務;
2. 查閱車主手冊;
3. 查看座駕維修進度;
4. 查看座駕維修紀錄;
5. 作為與維修顧問/營業員對話的聊天室;
6. 最新資訊;
7. 有關檢查服務及零件銷售之優惠;
8. 顧客見調查表; 及
9. 其它經本公司渠道提供的服務及渠道上的各項功能

(以上各項服務個別或統稱"服務")。

2. 本公司保留自行決定修改任何服務之權利，包括但不限於刪除、添加或修改渠道的任何部分，並可不時編輯、修改、分享、刪除或移除在渠道的任何資料而不作通知。除非根據本公司已簽署的任何服務合同的條款（如有），本公司將不會就上述任何行動對任何用戶承擔任何責任。
3. 除條款和細則所述外，本公司不參與任何用戶之間的實際交易。
4. 本公司致力於保護用戶的私隱。本公司根據私隱政策中所描述的條款使用用戶的信息。

2. 註冊成為會員

1. 用戶可以在渠道上自由瀏覽資訊並通過渠道以使用本公司提供的服務。然而，某些內容與渠道的功能，包括但不限於查閱車主手冊、查看座駕維修進度、車主個人資料、查看座駕維修進度及網上問卷系統，只提供給已註冊成為應用程式的會員使用（簡稱“會員”）。
2. 用戶可以通過“會員註冊”註冊成為會員。用戶保證在註冊成為會員時所提供的個人資料都是真實、準確、現行、完整、在各方面都沒有誤導成份的，並進一步承諾該資料如日後有任何變更，會及時與本公司更新。如用戶未能遵守這條款，本公司有權暫停和/或終止其會員帳戶，而不作另行通知。
3. 用戶不可選擇一些侵犯他人權利或本公司認為帶有攻擊性、不正當的或不適當的用戶名稱或密碼。如有用戶違反，本公司將保留修改或刪除用戶名稱或密碼和/或終止他/她的會員帳戶及會員資格的權利。在任何情況下，本公司將不會就任何用戶不正當使用用戶名稱或密碼而承擔責任。
4. 用戶須獨自地和全面地負責保密其會員帳戶登錄信息和密碼和關於其會員帳戶的任何其他信息，並對與會員帳戶相關的所有活動負責。在任何情況下，本公司絕不會就因未經授權使用的會員帳戶而對任何人造成任何損失或損害承擔責任。
5. 用戶同意立即通知本公司如發現任何未經授權而使用其會員帳戶或使用本服務的任何其他保安漏洞。

6. 本公司有絕對酌情權基於任何理由拒絕任何用戶根據第 2.2 條申請成為會員，而用戶同意本公司沒有義務向用戶發送任何拒絕會員註冊申請的通知或解釋。
7. 本公司保留絕對的權利隨時取消或使任何用戶停用的會員帳戶。
8. 本公司根據私隱政策處理用戶提供的資料。本公司強烈建議用戶在註冊前詳細閱讀私隱政策內的條款。

3. 禁止條款

1. 用戶(包括會員)同意不使用任何應用程式進行下列明確禁止的用途：
 - i. 所有用戶禁止干擾、擾亂或侵犯，或試圖干擾、破壞或企圖違反渠道上伺服器或網路的安全性，包括但不限於登入未經授權的伺服器或帳戶，試圖探查、掃描或測試系統或網路的脆弱性或未經適當授權而試圖違反安全或認證措施，企圖干擾任何用戶、主機或發送未經認可的電子郵件。如用戶違反系統或網路安全可能引致民事和/或刑事的法律責任。
 - ii. 用戶如果不具有法律能力構成具有法律約束力的合同或其被法律禁止使用服務，不應使用此應用程式。
 - iii. 未經他人的明確允許，用戶不應登入或使用其他用戶的個人資料。
 - iv. 未經本公司事先書面同意，用戶不得向任何第三方分配或轉讓任何其在條款和細則下的權利或義務。
 - v. 會員不應允許他人通過其用戶名稱和密碼來登入或使用本應用程式。

4. 可接受的應用程式使用

1. 特定用途 — 適用於瀏覽和/或使用在應用程式上的資料的用戶（簡稱“瀏覽者”）

瀏覽者同意其只使用應用程式於合法用途和用來享受其所提供的服務。瀏覽者同意通過渠道或從本公司接收到的任何個人資料，只會用作鑒定和/或搜尋廣告或材料或其內容，或使其享受渠道所提供服務。任何接收到的個人資料與上述目的無關的，包括但不限於商業目的，需被忽視，且不可以任何形式存儲，收集，處理，使用，傳播。流覽者亦同意在上述目的失效或已完成的情況下，立即完全刪除從應用程式或從本公司所收集的所有個人資料。

2. 特定用途 — 適用於通過應用程式使用車輛維修預約服務的用戶

對於任何用戶使用由本公司提供的維修預約服務服務（簡稱"預約服務"），該用戶確認在使用服務前已詳細閱讀，理解並接受條款和細則，並同意受其約束。

對於通過任何渠道或其它途徑使用維修預約服務的非會員用戶，本公司將根據私隱政策收集並儲存其個人資訊和/或數據，或包括但不限於該等用戶的姓名，電子郵件地址和電話號碼。

3. 特定用途 — 與維修顧問 / 營業員話的用戶

任何用戶於應用程式中與維修顧問 / 營業員分享的內容，包括但不限於相片、圖片、圖像及影像（簡稱"內容"），均由用戶所擁有。本公司不會要求任何內容之擁有權。用戶於與維修顧問/營業員對話時可自由選擇要分享的內容。用戶需表明及保證他 / 她為內容之擁有人。本公司不必要認同內容，以及並無責任監察、修改、刪除或預覽內容。用戶需自行為於應用程式所分享之任何內容負責。用戶亦需自行為於應用程式與維修顧問 / 營業員之間的交談負責。一旦用戶認為本公司的維修顧問 / 營業員或本公司於應用程式中侵犯他 / 她的知識產權，他 / 她可即時聯絡本公司，而本公司會保留一切所指侵犯的內容之權利。

5. 內容許可

通過在應用程式上發佈資料，用戶無條件授予本公司非獨家的、全球的、不可撤銷、無版稅版權、行使其資料之著作權，發表和數據庫權（但沒有其他權利），以便本公司在任何地方，無論有沒有商業收益，以任何形式使用、發佈、託管、展示、推廣、複製、下載、提交、傳播、複製，轉移、編輯、銷售和再利用資料，及實施載於私隱政策中和本文所述的用途。

6. 知識產權

應用程式的所有內容,包括不限於文本、圖片、資訊、評論、版面、資料庫、照片、聲音、視頻格式、軟體、品牌和 HTML 均是本公司或用戶的知識產權（視情況而定），這些均受版權和商標法保護而不可被下載、複製、修改、轉載、列印或以任何方式傳送，用戶下載及/或列印一份此類材料作為其個人合法和非商業用途或根據本公司與用戶已簽訂的服務合同範圍內而下載和/或列印此類材料除外。除條款和細則及任何特定渠道的條款和細則或與本公司簽訂的條款訂定之用途外，用戶嚴格禁止使用任何上述之內容，本公司保留與此相關的所有權利。用戶認同他們將單獨負責因違反版權法及/或其他知識產權法所引致的任何不良後果。

為免生疑問，於任何第三方聲稱同意用戶使用條款和細則提到的內容及資料下，用戶亦不得免除此文所施加的限制。

用戶同意本公司可以自由地使用、披露、採用和修改所有其通過渠道而提供的想法、概念、提案、建議及其它交流及資訊而毋須因此給予其任何報酬或補償。用戶謹此放棄就本公司使用、披露、採用及/或修改其想法、概念、提案、建議及其它交流及資訊而向本公司索取任何報酬、收費、特許權使用費、手續費及/或其他費用的權利。

7. 內容

用戶確認本公司可能不會預先過濾或預先授權通過渠道上載或發送之任何內容。在任何情況下，本公司對渠道上的內容或通過渠道發送的內容不承擔任何責任，對任何內容或資料的丟失，以及上述內容或資料的準確性不提供任

何保證。

用戶在應用程式上發佈的任何資料可供與應用程式連結的其他網站及/或媒介平台及/或應用程式之用戶瀏覽。本公司對任何用戶通過應用程式連結的第三方網站、媒介平台及應用程式而不合理及/或非法地使用在應用程式上發佈的數據或資訊不承擔任何責任。由應用程式上提供的其它網站、媒介平台及應用程式的連結僅為了便利用戶，並作為互聯網的導航工具，本公司不對其它網站、媒介平台及應用程式加以控制。本公司對其它網站、媒介平台及應用程式的任何內容或其提供給用戶的任何服務不承擔任何責任。用戶確認並同意單獨對其發佈資料，網頁或其他資訊內容的準確性負全面的責任。本公司對任何連結應用程式之其它網站之內容、媒介平台及應用程式不承擔任何責任（無論是否與渠道相聯），亦不會對任何其它網站、媒介平台及應用程式內之內容或資料的準確性提供任何保證。若用戶使用連結應用程式的其它網站、媒介平台及/或應用程式，由其自身承擔風險。

用戶同意本公司在遵守私隱政策的條款下，使用用戶在渠道上已提供的個人資料和其他資訊以提供本公司有關的服務、行銷服務或特別活動。

8. 責任

本公司或不會在任何時間都監控應用程式但保留此權利。本公司不保證任何資料或網頁或應用程式是否被特定數量的用戶或任何特定用戶瀏覽。在應用程式的使用上，本公司不會作為任何用戶的代理，對因使用應用程式或其他任何原因造成的直接或間接損害不會承擔任何責任。本公司竭力向用戶提供優質服務，但不保證應用程式的操作無失誤或應用程式和伺服器完全無病毒或無其他損害裝置。

若因使用應用程式或其內容導致用戶需要維修或替換設備或資料，用戶需自行承擔相關費用。應用程式和其內容是按照“目前的模式”提供，在模式種類上沒有任何保證。在法律允許的最大限度內，本公司對渠道內容、服務、文本、圖像和連結的適用性、適合特定用途性、準確性和可靠性、完整性或及時性不作任何保證。

9. 自身風險

所有用戶需就使用應用程式及通過應用程式瀏覽其他網頁和/或媒體平台和/或應用程式而承擔自身風險。在用戶違反條款和細則內容或侵犯法律的情況下，本公司保留權力排除該用戶並禁止用戶再次登入應用程式，亦保留權利可自行決定刪除任何具有辱罵性、非法性、分裂性或不適當的資料。

10. 賠償

所有用戶同意保障及免除本公司、其執行官、董事、雇員、代理、合作商、代表、股東、服務人員、律師、前任、繼任人員和受讓人，因用戶使用應用程式或通過使用本公司提供的任何服務或違反任何條款和細則或特定應用程式之條款或本公司和用戶之間所簽訂的任何服務合同而產生的任何索賠、行為、要求、責任、損失和費用等方面的責任（包括全額賠償基準上的法務費用和訴訟費用）。如有任何此類索賠，訴訟或法律程序的，本公司將及時通知相關用戶。

11. 服務範圍

本公司有權限制服務的使用，包括資訊在應用程式發佈的期限、尺寸、位置和佈局、郵件資訊或任何通過服務傳輸的內容。

12. 服務終止

本公司有權因任何原因(包括但不限於用戶違反任何法律、條款和細則、渠道或任何特定平台之條款和細則或本公司與用戶簽署的任何服務合同之條款和細則)及沒有通知的情況下刪除或停用任何帳戶或屏蔽任何用戶的郵件或IP 地址，或終止對用戶的服務，或移除服務內的資料。本公司保留其認為適當或必要時，在任何時候採取以上有關行動，包括但不限於向該用戶採取法律行動。本公司沒有義務在停止服務或刪除渠道中的資料之前或之後，向任何用戶傳達應用程式上發佈的任何資料。

13. 免責聲明

本公司不控制及不能確保通過應用程式上進入的第三方網站和/或媒體平台和/或應用程式發佈的任何內容之真實和準確性。

本公司不能保證用戶可不間斷的、連續的和/或安全地通過應用程式使用服務。部分或全部應用程式可能於某時段內沒有原因意外地不能接達，這些原因包括但不限於可能是系統故障及中斷，互聯網接達故障及其他本公司無法控制的技術問題，對此本公司概不負責。本公司保留因不同的原因，包括系統維修或提升而將應用程式的任何部分或全部離線而不需作出通知的權利。

14. 安全措施

本公司將盡其合理努力，確保其執行官、董事、雇員、代理、或承包商審慎細緻地處理用戶提交的個人資料，確保接觸和處理個人資料的人是基於“需要瞭解”和“需要使用”的基礎上。本公司將努力保護個人資料免受非授權接觸、處理和刪除。有關本公司如何使用和保障用戶通過應用程式上提供的個人資料，請參閱私隱政策。

15. 可分割性

本條款和細則的每一條款獨立於其他條款，當條款和細則的任何條文已屬或變成違法、無效或不可執行時，其他條款的有效性不受影響。並以現行使用法律下的一個或多個合法、有效和可行條例加以替換。

16. 矛盾

若(i) 此條款和細則，(ii) 平台和/或應用程式之特定使用條款，(iii) 私隱政策; 與 (iv)本公司與任何用戶簽署的服務合同之條款包括服務合同或服務訂購，和/或本公司主辦的任何特殊活動的任何具體使用之條款和細則相牴觸，則以第 (iv) 項優先於其他文件，而其餘優先順序如下：(i) 私隱政策; (ii) 平台和/或應用程式之特定使用條款; 及 (iii) 條款和細則，但受限於上述文件中明確的相反規定（如有）。

17. 適用法律和爭議處理

除非另有其他規定，如因此條款和細則或任何因使用應用程式而產生的爭議均由中華人民共和國香港特別行政區（以下簡稱"香港"）的法律詮釋及約束。

任何由條款和細則（包括有效、無效，違反協議或終止條款）引起的爭議、分歧或索賠應根據截至目前生效的《香港國際仲裁中心仲裁規則》並通過此條款其餘條文修正而仲裁解決：

0. 指派機關應為香港國際仲裁中心（以下簡稱"仲裁中心"）；或由本公司在任何國家中(以其唯一和絕對酌情權)任命其認為適合和適當的指派機關。任何用戶明白及同意如與本公司發生糾紛，本公司對指派機關的選擇和任命有最終決定權。
1. 仲裁地點應設在香港的仲裁中心；或者是在任何國家中由本公司以其唯一和絕對酌情權以任命其認為適合和適當的仲裁機構。任何用戶明白及同意如與本公司發生糾紛，本公司對仲裁機構和地點的選擇有最終決定權。
2. 須只有一名仲裁員。
3. 在仲裁過程中使用的語言為英語。

如任何一方違反此條款和細則，另一方有權根據仲裁認定的普通法和衡平法採取補救措施。

18. 第三方權利

除本條款和細則明確規定外，其他非本條款和細則的關聯人士均沒有強制執行任何條款的權利。

19. 歧義

如英文版本與其他語言的版本有任何歧義，概以英文版本為準。

20. 查詢

如有任何疑問，請與我們的客戶服務部聯絡。