



KYÄNI PRIVACY POLICY

Kyäni International Limited and its affiliated companies (collectively Kyäni) are committed to protecting the privacy of our online web site users, online and offline customers and distributors ("Users"), and is committed to protecting the privacy of the Users who surf our website www.kyäni.net/zh-hk/ ("Web Site") or transact business with Kyäni through www.kyäni.net (the Web Site) by complying with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486) under the laws of Hong Kong (the "Ordinance") with respect to the management of personal data . The terms of this Privacy Policy govern the collection, use, protection and disclosure where appropriate of information gathered by Kyäni. By using the Kyäni Hong Kong Web Site or by application for membership of Kyäni by any User, you specifically and irrevocably consent to the terms and conditions of this Privacy Policy.

Kyäni will not collect any personal data or information from the Users unless it is necessary to do so. Except as set forth herein, Kyäni will never disclose any Personal Information collected from the Users. All transactions which occur over the internet with Kyäni (web based transactions) involving Personal Information are completed using a Secure Sockets Layer (SSL) protocol, which means that all information sent to the website is secure and is protected from unwanted disclosure to third parties. All transactions which occur offline shall be handled on a confidential basis and such data will only be used for the purposes stated in this Privacy Policy.

This policy applies only to the Kyäni Hong Kong Web Site, and not to any other third party site where Users may have entered the Kyäni Hong Kong Web Site from, or been linked from the Kyäni Hong Kong Web Site to.

Information gathered is classified as either General Information or Personal Information. General Information is information that refers to overall web site usage, such as the total number of visitors to the site, length of stay of the visitors, number of purchase items generally, etc. which cannot identify

the Users. Personal Information is classified as information that an individual provides that includes information not generally available to the public such as name, address, e-mail address, home or cell telephone numbers, and credit or debit card information.

Kyäni may use various methods to collect, assemble and interpret data from the General Information to analyze and improve Web Site performance and the online and offline experience of the Users. Kyäni reserves the right to utilize the General Information, and at times to share General Information with any third parties in its sole discretion.

Users are required to provide accurate and complete personal data so as to ensure delivery of the Kyäni products and services in an effective and efficient manner.

Kyäni shall keep all personal data provided by User confidential at all times. Kyäni's policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of personal data will be in accordance with the Ordinance and this Privacy Policy.

Kyäni may use and retain the personal data provided by User for the following purposes and for other purposes as may be agreed between the parties or required by law from time to time:

- processing membership application;
- providing of the products and services of Kyäni;
- promoting the sale of Kyäni products;
- subject to User's consent, it may use the personal data (including name, gender, date of birth, telephone number, postal address and email address and social media) for marketing, promotional and customer relationship management purposes via telephone calls, SMS messages, email, direct mailings and social media.
- designing new or improving existing products and services provided by;
- investigation of complaints from time to time made by Users;
- prevention or detection of crime; or
- disclosure as required by law.

Kyäni reserves the rights to disclose and transfer (whether in Hong Kong or overseas) all personal data collected to the following parties to use, disclose, process or retain your personal data for the purposes mentioned above:

- its agents, contractors and other service providers for the providing of products and/or services that you ordered and/or subscribed to;
- regulatory bodies, law enforcement agencies and courts as may be required by law; and
- its professional advisors.

When you purchase a product or a service you will be asked to provide certain Personal Information. We may use that information in order to provide that product or service to you, and to also let you know of additional or new products and services which may be of interest to you. Only authorized Kyäni personnel who must have access to your Personal Information to process and fulfill your order, or to provide customer service to you, will have access to your Personal Information. Such access will also be limited to only those items of information as are reasonably necessary to carry out such task or service.

Generally speaking, when Kyäni intends to use User's Personal Information for direct marketing purposes, it needs to obtain User's consent (including representation of no objection) before using such data. Please note:

- Kyäni may use data from time to time collected or kept by it, including User's name, address, telephone number and electronic mail address and social media account, for direct marketing purpose;
- Services, products and market subject to be used for direct marketing: healthcare, cosmetic and skincare information, activities, products and services, membership activities and related information;
- in order to conduct the above direct marketing, Kyäni may engage third party data processors or service providers (including, without limitation, distributors, logistics companies, data companies, telecommunication companies and information technology companies) to complete the tasks;
- Kyäni may transmit or disclose any personal data to any third party, for direct marketing purpose, and may transmit the data overseas.

When User gives his/her consent (including no objection) in relation to the above use to Kyäni when registering as member, he/she represents that he/she has consented to Kyäni's use of his/her Personal Information for the above purposes.

By utilizing the Web Site or by applying as a member of Kyäni, the Users acknowledged and agree

that Kyäni may collect and use General Information and Personal Information in accordance with the terms and conditions of this Policy. Unless you have granted your consent, or unless required by applicable law to do so, Kyäni will not disclose your Personal Information to any third party.

Kyäni does not sell products or services to individuals under legal age. If you are under the age of 18, you should not use the Web Site without a parent or guardian's consent.

Kyäni reserves the right to void any transaction entered into by anyone using the Kyäni Hong Kong Web Site or otherwise who is under the age of 18 years of age.

Kyäni makes no warranty, either express or implied, regarding the sufficiency of this Policy in preventing the improper or unwanted disclosure of Personal Information. Kyäni shall not be responsible for any actual or consequential damages that result from a breach of this Policy, any unauthorized breach of the Kyäni Hong Kong Web Site server by an unauthorized party, or from any software error or malfunction. To assist Kyäni in protecting your information, it is critical that you do not share your login or password with any other individual or entity.

Kyäni is committed to protecting your privacy, and any Personal Information that is submitted to this Site will be collected, processed, stored, disclosed and disposed of in accordance with the Ordinance. If you are a non-Hong Kong resident, you acknowledge and agree that we may collect and use your Personal Information and disclose it to other entities as authorized herein. At times such information may be stored on servers or disclosed to individuals or entities that are outside the jurisdiction where you reside. Disclosure may take place outside the jurisdiction where you reside. The use of the Kyäni Hong Kong Web Site and the General Information and Personal Information shall be governed exclusively by the laws of Hong Kong, regardless of your location. By using the Web Site and agreeing to the terms and conditions of this Policy, you acknowledge that you have read this Policy, understand it, agree to its terms and conditions and consent to the transfer of such Information outside your resident jurisdiction. If you do not consent to the terms of this Policy, do not use this Site.

Under the Ordinance, the User has the right to:-

- a. check whether Kyäni holds any of his/her personal data;
- b. access his/her personal data held by Kyäni;
- c. require Kyäni to correct any personal data which is inaccurate;

- d. ascertain Kyäni's policies and practices established from time to time in relation to personal data and the types of personal data held by it.

User can use his/her login name and password to login for amendment and/or update of personal data and preferences. Besides, Users may amend and/or update the setting of Cookies through their web browser according to their personal preferences. If Users do not wish to receive Cookies, some functions may not be usable.

If User wants to access and/or correct the personal data that he/she has provided to Kyäni, or if he/she wants to ascertain Kyäni's policies and practices in relation to personal data and the kind of personal data held by Kyäni, please contact the data protection officer of Kyäni in writing either by post or email at:

Attn: Customer Service
25/F, 909 Cheung Sha Wan Road,
Cheung Sha Wan, Kowloon, Hong Kong
(852) 2670 1171
cs.hk@kyanicorp.com

For online users only, cookies used in any part of the Site will not be deployed for collecting personally identifiable information. Users may disable Cookies (by modifying the relevant Internet options or browsing preferences of your computer system), but to do so he/she may not be able to utilize or activate certain available functions provided by us.

In the event the Kyäni Hong Kong Web Site provides a link to any third party web site, the privacy terms and conditions of that site shall govern. Kyäni makes no guarantee, warranty or representation as to the collection, use or dissemination of your information from any third party site, and expressly disclaims any liability for any such collection, use or disclosure.

Kyäni reserves the right to amend this Policy from time to time in its sole discretion. All updates to the Policy shall be posted to the Website and the Kyäni Back Office upon issuance.

This Agreement is drafted in the English language, and English shall be the controlling language for the interpretation and enforcement of this Agreement.