

## **PandaRemit Australia Market Privacy Agreement**

This Privacy Agreement applies to the PandaRemit software ( "the APP") provided by Wo Transfer (HK) Limited and its Affiliates ("Wo Transfer") and should be read carefully.

### **1. Collection and Use of data**

Wo Transfer may process and use the personal data you voluntarily provide in the course of using the APP or data about your use of the APP for the following purposes as described in this Agreement in accordance with the principles of legitimacy, legality and necessity. If Wo Transfer intends to use your personal data for other purposes not specified in this Agreement, or uses the data collected based on specific purposes for other purposes Wo Transfer may inform you in a reasonable manner and again obtain your consent.

#### **1.1. Registration and Use of Account**

(1) When you register, Wo Transfer may process your account data (“**account data**”) for verification when you log in again to ensure account security. The account data may include your name, email address and password.

(2) In order to record your device data, cache, etc., Wo Transfer may process your device data (“**device data**”), including storage privileges, device data, IP address, geographical location, and other similar feature records. Wo Transfer may obtain the geographical location after you have turned on your device location privileges. The legal basis for this processing is the proper administration of the APP according to applicable legislation.

#### **1.2. Software Services**

In order to provide you with our complete services, including real-name authentication during the remittance process, KYC audit, receipts and payments, Wo Transfer may process your data included in your personal profile on the APP (“**profile data**”). The profile data including the following personal data you provided:

(1) Your basic personal data, including name, date of birth, gender, ethnicity, nationality, family relationship, address, personal phone number, e-mail address, etc.

(2) Your identification data, including but not limited to your identification number, passport, exit permit, biometric data (including voice print, facial features, fingerprints, etc.), and other data required for KYC auditing.

(3) The name, address, telephone number, identification number, bank account, and other relevant data of the beneficiary. If you provide Wo Transfer with personal data of the beneficiary of the remittance, you shall confirm that you have obtained the prior consent of the beneficiary and that the beneficiary has authorized Wo Transfer to collect, view, and process the data of the beneficiary of the remittance.

(4) Personal property data, including but not limited to bank account, passwords, deposit and loan data (including the amount, payment and receipt records, etc.), credit data, transaction, consumption records and virtual property data such as virtual currency and virtual transactions, etc.

#### **1.3. Anti-Money Laundering Review**

In order to abide by the Anti-Money Laundering Law, Counter-Terrorism Financing Law, Anti-

Illegal Activities Proceeds Law and other laws and regulations that we shall abide by. In addition to the foregoing data, Wo Transfer may need to process the following data: your occupation, range of salary, source of funds and other relevant contact information.

#### **1.4. Push and Notification**

(1) In order to identify the push channel and the specific device and push relevant service data to your device, Wo Transfer and Wo Transfer's service partner 友盟+ U-Share SDK may process the following data: your device data, including but not limited to your device model, OS type and model, telecommunication carrier, system language, device identifier (such as IMEI/Mac/android ID/IDFA/OPENUDID/GUID, SIM card IMSI data) and geographical location.

(2) In order to provide you with one-click sharing service, Wo Transfer's service partner 友盟+ U-Share SDK may process your device data including your device identifier (such as IMEI/android ID/IDFA, etc.) and the public data of your social account that you need to share.

**1.5.** Wo Transfer may process your data in strict abidance by the relevant laws and regulations and the Privacy Agreement. Without an authorization document issued by Wo Transfer's officials, no specific employee of Wo Transfer may ask you directly for your personal data. In such cases, you may contact Wo Transfer directly.

**1.6.** Your consent is not required for the processing of your personal data in the following cases:

- (1) processing is necessary for the national security;
- (2) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (3) processing is necessary for the purpose of the legitimate interests pursued by Wo Transfer or a third party;
- (4) the personal data processed is disclosed to the public by yourself;
- (5) the personal data is collected from data that is lawfully and publicly disclosed, such as lawful news reports, government data disclosure, and other sources;
- (6) processing is necessary for maintaining the safe and stable operation of the APP or services provided, such as discovering and disposing of product or service failures;
- (7) Other circumstances specified by laws and regulations.

## **2. Disclosure of data**

2.1. Wo Transfer shall keep your data securely and may not disclose it, unless the law or regulations, official authority requirements stipulate otherwise or the exceptions set forth in this Agreement.

2.2. You hereby authorize Wo Transfer to disclose your data to third parties without your consent in the following circumstances:

- (1) disclosure is necessary for the purpose of the legitimate interests pursued by Wo Transfer or a third party;
- (2) Wo Transfer may disclose your personal data to Wo Transfer's Affiliates or other enterprises or individuals whom Wo Transfer cooperate with in order for them to process such data on Wo Transfer's behalf or assist Wo Transfer in performing the services you need, such as: banking card organizations, non-banking payment institutions, co-branded card partners, fund metals companies,

securities dealers, consumer finance partners, trust institution partners, service providers and other related partners or organizations. These services include, but are not limited to, payment and settlement, co-branded card services, value-added services, data processing, repayment and so on. Wo Transfer may enter into legal documents with third parties, and Wo Transfer requires each of these parties to agree to handle such data in accordance with Wo Transfer's regulations, this Privacy Agreement and relevant laws and regulations.

(3) disclosure of such data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

(4) In order to provide you with one-click sharing services, Wo Transfer's services integrate with the service partner 友盟+ U-Share SDK, which may collect your device identification data (such as IMEI/android ID/IDFA, etc.) and public data of the social accounts you need to share in order to complete the one-click sharing services. In addition, in order to better push messages to you or your designated device, Wo Transfer's product integrates with the + SDK, which collects device identifiers (IMEI/Mac/android ID/IDFA/OPENUDID/GUID, SIM card IMSI data) to uniquely identify the device for pushing messages to the target device. It is also necessary to collect geographic location to screen the push channel and improve the regional coverage of message push. For the security of your data, Wo Transfer has entered into data security agreements with third-party SDK service providers who strictly adhere to Wo Transfer's data privacy and security requirements. Wo Transfer may not share your personally identifiable data with them except with your consent. To better understand the types of data 【umeng+】 collects and how it is used, and how to protect your personal data, you can visit the 【umeng+】 Privacy Policy at <https://www.umeng.com/policy>. If you do not want your personal data to be processed and used by 【umeng+】, you can opt-out by visiting the website at [https://outdip.umeng.com/opt\\_out.html](https://outdip.umeng.com/opt_out.html). When you opt-out, you acknowledge that you may not receive the relevant data after opting-out, and Wo Transfer is not responsible for any results that may result from your failure to receive the relevant data.

2.3. In order to improve the efficiency of data processing, reduce the cost of data processing, or improve the accuracy of data processing, Wo Transfer may entrust affiliated companies of Wo Transfer or other professional organizations with data security capabilities to process user data on behalf of Wo Transfer, but Wo Transfer may require the entrusted companies to comply with strict confidentiality obligations and take effective confidentiality measures through written agreements, etc. to prevent them from using such data for purposes not authorized by you. Upon termination of the relationship, Wo Transfer may request that the trustee company no longer maintain the personal data.

2.4. Wo Transfer may combine the data you submit through your own account with other Wo Transfer services or legitimate data provided by third parties through legitimate channels in order to provide you with a better experience and enhance the quality of Wo Transfer's services.

2.5. When Wo Transfer uses data for purposes other than those described in this Statement, Wo Transfer may seek your prior consent. When Wo Transfer uses data collected for a specific purpose for another purpose, Wo Transfer may ask for your consent.

2.6. Because Wo Transfer provides its products or services from resources and servers around the

world, this means that your personal data may be transferred to, or accessed from, jurisdictions outside the country where you use the product or service with your authorized consent. Wo Transfer may strictly comply with the requirements of relevant laws and regulations regarding the transfer of data across borders and take appropriate measures, such as implementing security measures such as data de-identification prior to the transfer of data across borders. Wo Transfer may sign a confidentiality agreement with the third party in question, which may have different laws for the protection of personal data, and may encrypt the data and use commercially reasonable efforts to ensure that the third party uses your personal data in accordance with the applicable laws and regulations and the confidentiality and security measures agreed upon in the agreement.

### **3. Security and Protection of data**

3.1. Wo Transfer may endeavor to adopt various security technologies and procedures to protect your personal data, including but not limited to SSL, encrypted storage of data to prevent leakage, destruction or loss of data. However, please understand that due to the limitations of existing technology and other possible risks, even if our platform does its best to enhance security measures, it cannot always guarantee the absolute security of data. In particular, due to circumstances beyond Wo Transfer's control, such as force majeure or third-party reasons, Wo Transfer cannot make any definitive guarantees or commitments regarding the maintenance or confidentiality of private data.

3.2. If Wo Transfer learns that the security of the data it obtains and stores has been compromised or that non-public data of users has been disclosed to unrelated third parties due to external actions (including but not limited to external security attacks), Wo Transfer may take such reasonable measures as it deems appropriate (including but not limited to internal investigation, reporting and notifying law enforcement agencies, and taking appropriate measures to protect the privacy of such data), notwithstanding any other disclaimer in this policy. Wo Transfer may take such reasonable measures as it deems appropriate (including, but not limited to, internal investigation, reporting and notifying law enforcement agencies, and cooperating with law enforcement agencies). At the same time, Wo Transfer may also take lawful and reasonable measures to inform the relevant users of the disclosed data and the extent of Wo Transfer's knowledge of such data as it deems appropriate.

3.3 The Internet is not an absolutely secure environment, and e-mail, instant messaging, and other forms of communication with users are not encrypted, and Wo Transfer strongly recommends that you do not send personal data through such means. Please use complex passwords to help Wo Transfer keep your account secure. You should take care to protect the security of your personal data. Wo Transfer is not responsible for any disclosure of data resulting from your own actions.

3.4. Wo Transfer may take necessary measures to prevent internal staff from obtaining/using/disclosing your data in an unauthorized manner.

3.5. Wo Transfer shall not be responsible for any consequences that may arise from force majeure, computer hacker attacks, communication failures, network congestion, power supply system failures, computer viruses, malicious program attacks, etc.

#### **4. Protection of Minor data**

4.1. If you are a minor under the age of 18, you should read this Agreement with a guardian before using the APP and ensure that you have obtained the consent of your guardian before using the APP and providing your data to Wo Transfer.

4.2 If your guardian does not agree to your use of the APP or provision of your data to Wo Transfer in accordance with this Agreement, you should immediately stop using Wo Transfer's services and promptly notify Wo Transfer.

4.3 If you are a guardian of a minor, please contact Wo Transfer if you have any questions about the use of the Services or the data provided to Wo Transfer by the minor under your guardianship. And Wo Transfer may protect the confidentiality of the minor's user data in accordance with relevant national laws and regulations and the provisions of this Agreement. If Wo Transfer discovers that personal data of minors has been collected without the prior consent of a verifiable mother or legal guardian, we may endeavor to delete the relevant data as soon as possible.

#### **5. Use of Cookies**

To make your access experience easier, Wo Transfer may use small data files to identify you when you access the APP or use the services provided by the APP, to save you from having to repeatedly enter your registration data, or to help determine the security of your account. These data files may be cookie, Flash cookie, or other local storage provided by your browser or affiliated applications (collectively, "cookies").

Please understand that some of Wo Transfer's services may only be available through the use of cookies. If your browser or browser add-on service allows it, you can prevent your data from being tracked by Wo Transfer by opening your browser's settings options, selecting Privacy Settings, and checking "Do not track" or disabling cookies.

#### **6. Amendments to this Privacy Policy**

Although this Privacy Statement describes the standards that Wo Transfer follows in protecting privacy, Wo Transfer reserves the right to establish and unilaterally modify the rules, including but not limited to the above rules, at any time. In the event of an update, Wo Transfer may notify you of the changes and the effective date in the manner Wo Transfer deems appropriate at the time of posting the revised version.

#### **7. Service of Notices**

All notices from Wo Transfer to you under this Agreement may be delivered by device push, e-mail, cell phone text message or regular mail; such notices shall be deemed to have been delivered to the recipient on the date of delivery.

#### **8. How to Contact Wo Transfer**

If you have any questions, suggestions, or complaints regarding this Privacy Policy, please provide your feedback through the customer service system of the APP, and Wo Transfer may respond within 15 business days of receiving a reasonable inquiry.

## **9. Legal Jurisdiction**

9.1. The laws of China shall apply to the establishment, implementation and interpretation of this Agreement and the resolution of disputes and shall be subject to the jurisdiction of the courts of China.

9.2. If any dispute arises between the parties regarding the content of this Agreement or its implementation, the parties shall endeavor to resolve it amicably; if negotiation fails, either party shall file a lawsuit with the competent court in Wo Transfer's domicile.

## **10. Miscellaneous**

10.1. This Agreement constitutes the entire agreement between the parties on the matters agreed herein and other related matters, and no other rights are granted to the parties hereto except as provided in this Agreement.

10.2. If any provision of this Agreement is wholly or partially invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain valid and binding.

## **11. Special Notice**

Before you confirm your agreement to this Agreement, you acknowledge that you have carefully read this Agreement and that you fully understand its contents. If you are satisfied that you have fully understood it, you confirm that you agree to all of the terms and conditions of this Agreement. By clicking the "Agree" button during the registration process, you are accepting the terms and conditions of this Agreement in full.