

PRIVACY POLICY

Red Dragon Technology Sdn Bhd (hereinafter, “RDT”, “we”, “us”, or “our”) (Company No. 1250780-V) values privacy and we are committed to protecting all Personal Information (as defined below) kept by us, in accordance with the relevant laws (including the Personal Data Protection Act, 2010), this Privacy Notice and our Terms of Use. For the avoidance of doubt, unless the context requires otherwise, the words used in this Privacy Notice shall have the same meanings stipulated in the Terms of Use.

This Privacy Notice describes our practices regarding the Personal Information we collect through your download and use of the Swan City Pay smartphone and mobile device application (the “App”), and your use of or access to the <https://www.swancitypay.com> website (the “Site”) (collectively, together with the App, the “Platform”) and all content, products, services and functionality available at or through the App and the Site (collectively, together with the Platform, the “Services”).

SWAN CITY PAY respects matters relating to data protection and your privacy.

Therefore, we will only use your name and other data relating to you in accordance with this privacy policy.

We only collect data that is important to us and we will only collect the data needed for everything related to you. We will only retain your Data as long as it is needed to fulfil legal obligations or as long as the Data is related to the objectives that exist when Data is collected. Privacy policy We follow the applicable laws and regulations to maintain data confidentiality unless we are required by applicable law to disclose data to third parties who have authority such as the government or other government agencies, only if there are legitimate orders.

COLLECTION OF PERSONAL INFORMATION

Personal data is data that can be used to identify or contact someone. When you create an SWAN CITY PAY user account, you will be asked to provide the personal data we need including but not limited to:

- a) Full name
- b) Email address
- c) Mobile Phone Number
- d) Date of birth
- e) Identity Card Number

The data we obtain directly from you through the act of application. Data collected when you use the SWAN CITY PAY Application that we may use to identify you and authorize users of the SWAN CITY PAY Application with the aim of preventing loss and fraud.

Moreover, we will use the data you provide for the administration of your account with us for the purpose of verifying and managing transactions related to the SWAN CITY PAY application, conducting research on demographic data of SWAN CITY PAY application users, developing SWAN CITY PAY applications, sending you information that we consider useful for you including information about services from us after you give us approval that you do not mind being contacted about our services.

We may use your personal information, including date of birth to verify identity, assist users, determine services that are right for you and are useful to you and to understand the strength and weaknesses of the SWAN CITY PAY application.

Combined data will be considered non-personal information for the purposes of this privacy policy. If you register as an SWAN CITY PAY user, we will also use your personal information to send you marketing services from time to time. You can stop subscribing to our services anytime by unsubscribe.

The transaction that you make through the SWAN CITY PAY Application is processed by SWAN CITY Pay. You must provide accurate and non-misleading data to us. You must update and notify us if there is a change in data related to you. We will save the details of your transaction for security reasons. You can access this information by logging into your account through the SWAN CITY PAY application.

You can view the details of the transactions you have ever made, point information, fund information and subscriptions from the marketing services that the SWAN CITY PAY Application does. You will not allow third parties to access your personal data. We are not responsible for misuse of passwords and / or PIN. You must notify us if you believe that your password and / or PIN is misused by another party.

PERSONAL INFORMATION SECURITY

Disclosure of Your Personal Information

Subject to any laws (including regulations, guidelines and/or obligations) applicable to us and our Affiliates (as defined below) , we may disclose your Personal Information as described below and elsewhere in this Privacy Notice:

(a) Third Party Service Providers. We may share your Personal Information with third party service providers (a) to provide you with the Services that we offer you through the Platform; (b) to conduct quality assurance testing; (c) to facilitate creation of accounts; (d) to provide technical support; and/or (e) to provide other services to us. These third party service providers are not required to use your Personal Information other than to provide the Services requested by us.

(b) Affiliates and Acquisitions. We may share some or all of your Personal Information with our joint venturers, or other companies, including its associated companies in which case we will require our Affiliates to honour this Privacy Notice.

(c) Social Networking Sites (SNS). The Services may, with your consent, automatically post, information on your SNS profile based on your most recent activities (e.g., you used a coupon to purchase tickets to the newest blockbuster movie). See the section on Third Party Websites below for more information.

(d) We Do Not Share Personal Information with Advertisers, but...we do, however, allow advertisers to request that their advertisements are directed at certain users (e.g., users in a certain geographic location, or age, gender and/or with certain interests). In the event that you interact with certain advertisements, the advertisers (or the company which the advertiser works with, for example, its advertising agency or an advertising network) may determine certain characteristics about you.

(e) Third Party directed or consented to by you. We may share your Personal Information with any persons directed by or consented to by you.

(f) Professional Advisors. We may share your Personal Information with our professional advisors including but not limited to legal advisors, tax advisors, financial advisors, auditors, insurance brokers etc.

(g) Other Disclosures. Regardless of any choices you make regarding your Personal Information, we may disclose Personal Information if we believe in good faith that such disclosure is necessary (a) in connection with any legal investigation; (b) to comply with relevant laws or to respond to subpoenas or warrants served on us; (c) to protect or defend our rights or property or users of the Services; and/or (d) to investigate or assist us in preventing any violation or potential violation of the laws, this Privacy Notice, or the Terms of Use.

We ensure that information and / or data collected will be stored safely. We store your personal information and / or data as long as necessary to meet the objectives described in this privacy policy.

DISCLOSURE TO THIRD PARTY

Sometimes the SWAN CITY PAY Application can provide certain personal information to strategic merchants who work with the SWAN CITY PAY Application to provide Services. The SWAN CITY PAY application will not rent, sell or distribute your personal data to other people or companies that are not affiliated with the SWAN CITY PAY Application.

We may share personal information with our parent companies, affiliates and affiliated subsidiaries, and companies that have collaborated with us through our confidentiality agreements and when we have your permission and approval or circumstances relating to the following matters this:

The SWAN CITY PAY application provides information to partners that you entrust to work for and on behalf of the SWAN CITY PAY Application based on confidentiality agreements. These companies can use your personal identity to help the SWAN CITY PAY Application communicate with you about offers from SWAN CITY PAY Applications and our Service partners. However, these companies are not entitled to use your personal information and / or data.

We respond to court calls, court requests or legal proceedings or to exercise our legal rights or defend our rights against lawsuits.

We believe that this is very important to share information and / or data in order to investigate, prevent or take action against unauthorized activities, suspected fraud, situations that can result in physical safety of others, violations of the use of SWAN CITY PAY applications and / or other legal obligations.

The SWAN CITY PAY application works with vendors, partners, and other service providers in different industries and business categories. ABILITY TO CHANGE AND DELETE ACCOUNT OF YOUR INFORMATION You can change the Data on your SWAN CITY PAY Account at any time.

CHANGES IN THE PRIVACY POLICY

SWAN CITY PAY application has the right to change our privacy policy in accordance with SWAN CITY PAY Terms & Conditions from time to time.

LIABILITY OF STATEMENTS AND WARRANTIES

1. You can only access or use the Application, Service and / or System (a) in accordance with these Terms and Conditions, (b) for legitimate purposes, and (c) not used for fraudulent purposes, acts of law, criminal or acts , activities, actions or other purposes that violate or contravene the law, the prevailing laws and regulations or the rights or interests of any party. You are fully responsible for checking and ensuring that you have downloaded the correct software for your device. We are not responsible if you do not have a device that is compatible with the System or Application or if you have downloaded the wrong software version for your device.

2. You are prohibited from using the Service, Application and / or Account or conducting Transactions: (a) for purposes, activities, activities or actions that violate the law or violate rights or interests (including Intellectual Property Rights or privacy rights of any party); (b) who have material or elements that are harmful or that harm any party; (c) containing software viruses, worms, trojan horses or other malicious computer codes, files, scripts, agents or programs; and (d) that interfere with the integrity or performance of the System and / or Application.

3. You are prohibited from taking any action, including in or through an Application or Account, and are prohibited from engaging in Transactions that can damage or interfere with our reputation or Service Provider.

4. You hereby expressly agree and declare and warrant that:

a) You have the right, authority and capacity to use the Service and Account and to carry out all the Terms and Conditions;

b) if you register or download the Application on behalf of a legal entity, civil partnership or other party, you hereby declare and guarantee that you have the legal capacity, rights and authority to act for and on behalf of a legal entity, civil partnership or other party including but not limited to binding legal entities, civil alliances or other parties to submit to the entire contents of the Terms and Conditions;

c) You have read the entire contents of the Terms and Conditions and have understood and understood the entire contents of these Terms and Conditions and therefore voluntarily bind themselves to submit to and implement all these Terms and Conditions;

d) You declare and guarantee that the funds used in the framework of non-fund transactions originating from criminal acts are prohibited based on the laws and regulations in force in your respected country, the opening of this account is not intended and / or intended in an effort to commit money laundering in accordance with the provisions of the prevailing laws and regulations of Anti Money Laundering Act(AMLA), transactions are not carried out for the purpose of deceiving, obscuring, or avoiding reporting to the Financial Authority based on the provisions of the prevailing laws and regulations, and you are fully responsible and release SWAN CITY Pay from all claims, claims or compensation in any form, if you commit a crime of money laundering based on the laws and regulations in force in the Republic of Indonesia;

e) All data whether you have submitted or included or which you will submit or include directly or indirectly in the future or from time to time is true, complete, accurate, current and not misleading and does not violate the rights (including but not limited to rights intellectual property) or the interests of any party. Submission of Data by You to Us or on or through the Application or System does not conflict with applicable law and does not violate deeds, agreements, contracts, agreements or other documents where you are a party or where you or your assets are bound;

f) Services, Applications and Accounts will be used for your own benefit or for the benefit of legal entities, business entities, civil alliances or other parties that you legitimately represent as referred to in letter c above;

g) You will not give any rights, authority and / or power in any form and under any circumstances to another person or party to use the Data, Account and / or Security Code, and you for any reason and under no circumstances will and forbid to transfer the Account to any person or party;

h) in or when using the Service, Application and / or Account, you agree to comply with and implement all applicable legal and statutory provisions including laws and regulations in your home country and in the country or city where you are.

5. By carrying out transactions through the SWAN CITY PAY Mobile Application, you understand that all communications and instructions from you received by us will be treated as solid evidence even if they are not made in the form of written documents or published in the form of signed documents, and, as such, you agree to release us and our partners from all losses, responsibilities, demands and expenses (including litigation costs) that may arise related to the execution of your instructions.

LIMITATION OF LIABILITY

1. Services are provided in "as is" or "as is" conditions. We and the bank (in some features) do not provide statements or guarantees in any form for reliability, security, timeliness, quality, suitability, availability, accuracy and / or completeness of services, applications and / or systems. We do not provide any form of statement or guarantee that:

a) use of the Service, Application, Account and / or System (or any part thereof) will be safe, timely, uninterrupted or free from errors, interference, viruses or other obstacles or other harmful components;

b) Services, Applications, Accounts and / or Systems can continue to operate or be used in conjunction with or with a combination of devices (both hardware and software) or other party systems that we do not provide or have for the operation of the Application;

c) the provision of Services or Applications or smooth transactions or use of the Account will meet your requirements or expectations;

d) every transaction data that we have stored or stored in the system must be accurate or reliable;

e) Service or Application quality will meet your requirements or expectations; and

f) there will be no errors, disruptions or defects in the System, Services and / or Applications.

Considering that SWAN CITY Pay is only a platform provider for most of the Services provided by Service Providers, we are not responsible for the content, form, type and / or availability of the Service or other matters related to the Service which are the party's sole responsibility Service Provider

2. You acknowledge and agree that We have the right to block and / or close accounts and accounts and / or services / facilities if: a.) We understand and have sufficient reason to state that there has been or will be financial or banking or criminal manipulation related with an Account or Account and / or SWAN CITY PAY User services / facilities; b.) The Holder or Customer provides us with invalid / incomplete data; c.) There is a written request from the Police, Prosecutor's Office, Court, Financial Authority, Tax Office or other authorized institutions in accordance with applicable laws and regulations or to fulfil obligations / debts that have not been resolved by the Holder or Customer.

3. You hereby acknowledge that the Services, Applications, Accounts and / or Systems may or may experience, there are or occur restrictions, delays and / or other problems including those caused by or in connection with (a) the unavailability or limited network (including internet networks) and / or use or (b) unavailability, disruption, or non-functioning of certain features of the device you are using. We are not responsible for any delays, delays, unsuccessful, disrupted or failed transactions caused by the above.

4. You hereby acknowledge that there is a possibility (a) the System or Application (or any part of the System or Application) is unstable, interrupted, stalled, does not work properly, does not run perfectly and / or has several bugs, and / or (b) Services (or certain futures or parts) may change, are not available, and for this to occur you agree not to submit a Claim to Us

5. We are not liable under any circumstances for any Claims from any party including you or for your and any other party's loss as a result of or in connection with:

a) Data loss;

b) loss of income, profits or other income;

c) loss, damage or injury arising from, or in connection with your use of the Application, Service and / or Account or for your inability or error in using the Service, Application and / or Account; or

d) claims or claims experienced by you that may arise as a result of incomplete information from you or due to failure to carry out your instructions, including cancellations, changes to instructions (for instructions that have not been carried out) submitted to VI, unless such losses occur as a result intentional mistake or negligence by VI

6. You hereby agree and bind yourself to free us from all claims in any form and anywhere in the event that we cannot carry out, continue or forward the transaction or order or instruction from you through the application or account, either in part or in full, due to events events or things beyond our power or ability including but not limited to

(a) any computer virus interference,

(b) trojan horses system,

(c) components or systems that could harm and interfere with Applications, Services and / or Accounts, (d) Internet Service Provider services or services or other third party services or services available in the Service, and / or

(e) natural disasters, war, riots, malfunctioning equipment, systems or transmissions, electrical disturbances, interference telecommunications, government policy, failure of the banking and / or financial system and other events or natural disaster causes beyond our power or control.

7. You hereby agree and bind yourself to release us from any and all claims in any form, from any party and wherever submitted, arising or occurring in connection with or as a result of:

a) use of Data by Us based on these Terms and Conditions or based on the agreement, acknowledgment, authority, power and / or rights that you provide directly or indirectly to Us in these Terms and Conditions;

b) giving data directly or indirectly to you to us or in or through this application that you do in (i) violating or against the law or the prevailing laws and regulations, (ii) violating the rights (including intellectual property rights) of or belongs to any person or party, or (iii) violates a contract, cooperation, agreement, deed, statement, determination, decision and / or any document that you are a party to or where you or your assets are bound;

c) use of the Application, Account and / or Service (i) unlawfully, (ii) violate applicable law, (iii) violate these Terms and Conditions, and / or (iv) for fraudulent, criminal, illegal or other law violations.

8. You hereby agree and bind yourself to reimburse all damages we incur and replace all costs, fees, expenses and expenses that we have or may incur or pay in connection with or as a result of the Claim referred to in points 6, 8 and 9 above (including but not limited to the legal service fees that we pay or spend to make a defence or other necessary actions related to the Claim).

9. You hereby agree that We will be exempt from all claims, if We cannot carry out your instructions, whether in part or in full due to events or causes that are beyond our control or ability, including but not limited to natural disasters, warfare, riots, hardware conditions, electronic infrastructure or transmission system failures, power disruptions, telecommunications disruptions, failure of the clearing system or other matters.

10. After an event that causes SWAN CITY Pay and / or its partners to not be able to carry out instructions from the Holder or Customer, the SWAN CITY Pay and / or its partners will resume the instruction within the period in accordance with the provisions of the Financial Services Authority.

INTELLECTUAL PROPERTY RIGHTS

1. All Systems and Applications include but are not limited to all: (a) the layout, design and appearance of the Application contained in or displayed on your Application media; (b) logos, photos, images, names, brands, words, letters, numbers, writing, and color arrangements

contained in the Application; and (c) a combination of the elements referred to in letters (a) and (b), is fully our Intellectual Property Rights and no other party has the right to the Application or the layout, design and appearance of the Application.

2. You are prohibited in any way and under any circumstances using our Intellectual Property Rights as referred to in point 1 above, without prior written approval from Us.

APPLICATION AND TERMINATION

1. This agreement applies as long as you have not close an account of SWAN CITY PAY or other SWAN CITY PAY Services.

2. We reserve the right to (i) not carry out orders from you, (ii) not continue or not continue or restrict the Transaction, (iii) stop, suspend or deactivate the use of Accounts, Services or Applications, and / or (iv) stop or suspend Your membership as an application user, where for each of the above conditions is good for a while, for a certain period of time or so on based on our considerations or decisions that we consider good, if there are one or more conditions below:

a) based on our own judgments, decisions and / or considerations, we know or suspect that there has been or will be or will be an account usage, Security Code, Application and / or Service for fraud, criminal purposes, criminal acts and / or for purposes, reasons, actions or other activities that violate the law or statutory regulations of the Republic of Indonesia and other countries;

b) based on our own judgment, decision and / or consideration (a) We know or suspect an unusual Transaction occurs, and / or (b) the number of Transactions using or through the Account and / or Security Code in one day exceeds the Transaction's fairness or amount , respectively as determined by us;

c) based on our own judgment, decision and / or consideration, you have violated one or more of the Terms and Conditions;

d) some or all of the Data is incorrect, incomplete, false, fictitious and / or misleading;

e) the email or telephone address that you have specified or used for the use of the Application or Service or to make a Transaction has been blocked;

f) You have not completed the process or requirements as stipulated in the applicable legal provisions and / or legislation;

g) We are doing renewal, maintenance, change, up-grade, adjustment, replacement and / or other actions on the Application, Service and / or System (or any part thereof) and for that We are not obliged to account for anyone; and / or

h) You die or the company, business entity, legal entity or civil partnership that you represent is declared or requested for bankruptcy or liquidation or is in a bankruptcy or liquidation condition.

3. If the Account or Account has expired or closed or if the Service or Application has expired or terminated by Us:

a) If at that time there are still remaining Points in your account or if there are no transactions made in or through your account for a period of 6 (six) consecutive months, you hereby give full power, rights and authority that cannot be revoked and unconditionally to us with the right of substitution, at any time, without requiring prior notice to you and without your consent first, cutting or debiting the balance in your account to fulfil all your payment obligations to us including

but not limited to paying administrative costs of closing the Account in the amount that will be determined by Us from time to time; and

b) If the account termination, service or application is caused by a violation that you have committed for one or more terms and conditions, the entire balance in the account will be all under discretion of SWAN CITY Pay and you agree and bind not to request a refund, payment, replacement and / or compensation in the form anything to SWAN CITY Pay.

4. You agree and bind yourself not to take any action that can limit, inhibit and / or reduce one or more of our rights and / or authority based on these Terms and Conditions and applicable law.

APPLICABLE LAW AND DISPUTES SETTLEMENT

1. These Terms and Conditions shall be governed by and construed in accordance with the laws.

2. Any disputes or conflicts arising in connection with or relating to the matters set out in the Terms and Conditions (or any part thereof) include disputes arising out of the existence or conduct of any unlawful act or violation of one or more of these Terms and Conditions ("Dispute") shall be settled in the following manner:

a) either party you or us ("the First Party") shall give written notice to the other party ("the Second Party") upon the occurrence of the Dispute ("Dispute Notice"). Disputes shall be settled concurrently by consensus within ninety (90) calendar days of the date of the Notice of Dispute ("Deliberation Settlement Period");

b) if the Dispute can not be settled by consensus until the end of the Deliberation Settlement Period, the First Party and the Second Party shall jointly nominate a third party ("Mediator") as the mediator to resolve the Dispute and the designation shall be stated in the written form jointly signed by First Party and Second Party.

c) You are responsible for all costs, expenses and expenses that have been or may be incurred or paid by us in the course of settlement of Disputes (including but not limited to costs, expenses and expenses to attend arbitration hearing and to prepare and submit all advocates, suits, demands, information , any evidence, description and / or document in the course of execution or during arbitration proceedings) until the final and binding arbitration award;

d) Except as required by law applicable or requested upon request, a formal decision or declaration issued, issued or made by a court or competent authorities, during the dispute settlement process as set forth above to the valid, final and binding decisions of the First Party and The Second Party, the First Party and the Second Party shall be obliged to keep any information relating to the Dispute or its settlement and is therefore prohibited to in any way inform, notify or announce to any Party such Dispute as well as the settlement process including but not limited to the mass media , television or other media) and / or social media. If you violate the provisions of this item (f), you hereby acknowledge and agree that all or any of your rights to use the Services, Applications, Accounts and / or PIN may be terminated or disabled by Us for a while or for next.