

Privacy Policy

1. Introduction to this Privacy Policy

1.1. At AgoraPh , we take your privacy seriously. We are committed to complying with Republic Act 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

1.2. In the course of providing you with the Services or access to the Platform (as defined in the Terms of Use), we will be collecting, using, disclosing, storing and/or processing data, including your personal data.

1.3. This Privacy Policy exists to keep you in the know about how we collect, use, disclose, store and/or process the data we collect and receive during the course of providing the Services or access to the Platform to you, our customer. We will only collect, use, disclose, store and/or process your personal data in accordance with this Privacy Policy.

1.4. It is important that you read this Privacy Policy together with any other applicable notices we may provide on specific occasions when we are collecting, using, disclosing and/or processing personal data about you, so that you are fully aware of how and why we are using your personal data.

1.5. By clicking or checking “SIGN UP”, “I AGREE TO AGORA PH PRIVACY POLICY”, “I AGREE AND CONSENT TO THE COLLECTION, USE, DISCLOSURE, STORAGE AND/OR PROCESSING OF MY PERSONAL DATA FOR THE PURPOSE STATED IN, AND UNDER THE TERMS OF, AGORA PH PRIVACY POLICY” or similar statements available at the AgoraPh registration page.

You acknowledge that you have been notified of and understood the Terms Of This Privacy Policy and that you have agreed and consented to the collection , use, disclosure and/or processing of your personal data as described and under the terms herein..

1.6. We may update this Privacy Policy from time to time. Any changes we make to this Privacy Policy in the future will be posted on this page and notified to you, whereupon your consent to said changes, continued use of the Services, access to the Platform or use of the Services, including placing Orders on the Platform, shall constitute your acknowledgment and acceptance of the changes we make to this Privacy Policy. Please check back frequently to see any updates or changes to this Privacy Policy.

1.7. This Privacy Policy applies in conjunction with other notices, contractual clauses and consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override them unless we state expressly otherwise.

1.8. You can visit the Platform and browse without having to provide personal details. However, you will be required to sign up for an account if you wish to use the Services.

2. The Personal Data We Collect from You:

2.1. Personal Data means any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly, indirectly, and certainly identify an individual.

2.2. During your use of the Platform and the provision of the Services, we may collect personal data from you, which includes but is not limited to:

(a) Identity data, such as your name, gender, profile picture, and date of birth.

(b) Contact data, such as billing address, delivery address, email address and phone numbers.

(c) Account data, such as bank account and payment details.

(d) Transaction data, such as details about orders and payments to and from you, and other details of products and Services that you have purchased or obtained through the Platform.

(e) Technical data, such as internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform,

international mobile equipment identity, device identifier, and other information and technology on the devices you use to access the Platform.

(f) Profile data, such as your username and password, purchases or orders made by you, your interests, preferences, feedback, and survey responses.

(g) Usage data, such as information on how you use the Platform, products and Services or view any content on the Platform.

(h) Location data, such as when you capture and share your location with us in the form of photographs or videos and upload such content to the Platform.

(i) Biometric data, such as voice files when you use our voice search function, and facial and other bodily features and voice of yourself and/or another other persons featured in your video when you upload videos onto the Platform; and

(j) Marketing and communications data, such as your preferences in receiving marketing from us and our third parties and your communication preferences.

2.3. During your use of the Platform and the provision of the Services, we may receive personal data from you in the following situations:

(a) When you create an account with us.

(b) When you apply for any of the Services or purchase any products available on the Platform.

(c) When you use any of the features or functions available on the Platform or Services.

(d) When you record any user-generated content which is uploaded on the Platform.

(e) When you use the chat function on the Platform.

(f) When you subscribe to our publications or marketing collaterals.

(g) When you enter a competition, promotion, or survey.

(h) When you participate in any activity or campaign on the Platform.

(i) When you log in to your account on the Platform or otherwise interact with us via an external service or application, such as Facebook or Google.

(j) When any other user of the Platform posts any comments on the content you have uploaded on the Platform or when you post any comments on other users' content uploaded to the Platform.

(k) When a third-party lodges a complaint against you or the content you have posted on the Platform.

(l) When you access or use mobile games (including our augmented reality games) on the Platform; and

(m) When you interact with us offline, including when you interact with our outsourced customer service agents.

2.4. During the course of your use of the Platform and the provision of the Services, you expressly consent to the transfer of your personal data from third parties to AgoraPh for the purposes set out in this Privacy Policy or any other terms.

2.5. You must only submit personal data which is accurate and not misleading, and you must keep it up to date and inform us of any changes to the personal data you have provided to us. We shall have the right to request for documentation to verify the personal data provided by you as part of our customer verification processes.

2.6. We will only be able to collect your personal data if you voluntarily submit the personal data to us or as otherwise provided for under this Privacy Policy. Unfortunately, if you choose not to submit your personal data to us or subsequently withdraw your consent to our use of your personal data, we may not be able to provide you with the Services or access to the Platform.

2.7. You may access and update your personal information submitted to us at any time as described below.

2.8. If you provide personal data of any third party to us, you represent and warrant that you have obtained the necessary consent, license and permissions from that third party to share and transfer his/her personal data to us, and for us to collect, store, use and disclose that data in accordance with this Privacy Policy.

2.9. If you sign up to be a user on our Platform using your social media account or link your AgoraPh account to your social media account or use certain other AgoraPh social media features, we may access personal data about you which you have voluntarily provided to your social media provider in accordance with the provider's policies and we will manage your personal data in accordance with this Privacy Policy.

3. Use and Disclosure of Personal Data

3.1. The personal data we collect from you or via third parties may be used by us, or shared with or transferred to third parties (including related companies, third party service providers and their service providers and related companies, companies located both inside and outside your home country, third party sellers and other users), for certain purposes, which include but are not limited to the following:

- (a) To facilitate your use of the Services or access to the Platform,
- (b) To respond to your queries, feedback, claims or disputes, whether directly or through our outsourced customer service agents.
- (c) To process orders, you submit through the Platform (Payments that you make through the Platform for products, whether sold by us or a third-party seller, will be processed by our agent);
- (d) To deliver the products you have purchased through the Platform, whether sold by us or a third-party seller. We may pass your personal information on to a third party in order to make delivery of the product to you (for example to our courier or supplier), whether the product is sold through the Platform by us or a third-party seller;
- (e) To update you on the delivery of the products, whether sold through the Platform by us or a third-party seller, and for customer support purposes.
- (f) To compare information and verify with third parties to ensure that the information is accurate.
- (g) To ascertain your identity for fraud detection purposes.
- (h) To facilitate the takedown of prohibited and controlled items from our Platform.
- (i) To administer your account (if any) with us.
- (j) To verify and carry out financial transactions in relation to payments you make online.
- (k) To audit the downloading of data from the Platform.
- (l) To improve the layout or content of the pages of the Platform and customize them for users.
- (m) To identify visitors on the Platform.
- (n) To carry out research on our users' demographics and behavior.
- (o) To provide you with information we think you may find useful or which you have requested from us, including information about our or third party sellers' products and services, provided you have indicated that you have not objected to being contacted for these purposes;
- (p) To display your name, username, or profile on the Platform.
- (q) To allow other users to identify you (via the "Find my friends" or any other similar function) as a user of the Service, to allow you to find other users and to connect with them on the Platform, and to support the socializing function of the Services;
- (r) To promote the Services and use information that you give to us, such as user-generated content (including video content) that you can choose to upload or broadcast on our Platform and will be accessible on the internet and may be shared by the public (the latter of which is not within our control), as part of our advertising and marketing campaigns to promote the Platform;
- (s) To process any complaints, feedback, enforcement action and take-down requests in relation to any content you have uploaded to the Platform.
- (t) To display on scoreboards on the Platform in relation to campaigns, mobile games, or any other activity.
- (u) To derive further attributes relating to you based on personal data provided by you (whether to us or third parties), in order to provide you with more targeted and/or relevant information.
- (v) To send you marketing or promotional materials about our or third-party sellers' products and services from time to time; and

(w) We may also conduct automated decision-making processes in accordance with any of these purposes.

3.2. For the avoidance of doubt, you acknowledge and consent to AgoraPh sharing anonymized information such as but not limited to in the following circumstances:

(a) Aggregated information. We may conduct joint data analytics projects with selected third-party providers using anonymized information to predict user interests and provide users with more targeted and/or relevant information based on aggregated information about that user's activities outside the Platform.

(b) Behavioral-based advertising. We may collaborate with selected third parties using anonymized information to derive certain models that would facilitate more accurate advertising to selected users.

3.3. You may unsubscribe from receiving marketing information at any time by using the unsubscribe function within the electronic marketing material. We may use your contact information to send newsletters from us and from our related companies.

3.4. In exceptional circumstances, we may be required to disclose personal information, such as when there are grounds to believe that the disclosure is necessary to prevent a threat to life or health, or for law enforcement purposes, or for fulfilment of legal and regulatory requirements and requests.

3.5. We may share and permit the sharing of your personal data with third parties and our affiliates for any of the above mentioned purposes, including but not limited to, facilitating your use of the Services, completing a transaction with you, managing your account and our relationship with you, marketing and fulfilling any legal or regulatory requirements and requests as deemed necessary by us. In sharing your personal data with them, we endeavor to ensure that the third parties and our affiliates keep your personal data secure from unauthorized access, collection, use, disclosure, processing or similar risks and retain your personal data only for as long as they need your personal data to achieve the above mentioned purposes.

3.6. If you are in the Philippines, we may transfer or permit the transfer of your personal data outside of the Philippines for any of the purposes set out in this Privacy Policy.

4. Rights of User

4.1. As a user you have the right to:

(a) withdraw your consent to the continued use, disclosure and/or processing of your personal data.

(b) request erasure or blocking of your personal data.

(c) request correction of inaccurate or erroneous personal data unless such request is vexatious or unreasonable.

(d) request for reasonable access to your personal data; and

(e) request indemnification for damages sustained due to such inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized use of personal data.

4.2. If you want to withdraw your consent, or request for erasure or blocking of your personal data at any time, you may do so by contacting us at our email address.

4.3. Please note that if you exercise any of your rights set out above, we may not be in a position to continue to provide the Services to you or perform on any contract we have with you, and we will not be liable in the event that we do not continue to provide the Services to, or perform our contract with you. Our legal rights and remedies are expressly reserved in such an event.

5. Updating Your Personal Data

5.1. It is important that the personal data you provide to us is accurate and complete for you to continue using the Platform and for us to provide the Services. You are responsible for informing us of changes to your personal data, or in the event you believe that the personal data we have about you is inaccurate, incomplete, misleading, or out of date.

5.2. You can update your personal data anytime by accessing your account on the Platform.

5.3. We take steps to share the updates to your personal data with third parties and our affiliates with whom we have shared your personal data if your personal data is still necessary for the above-stated purposes.

6. Accessing Your Personal Data

6.1. You may request information about your personal data which we have collected or enquire about the ways in which your personal data may have been used, disclosed, stored or processed by us within the past year. To facilitate processing of your request, it may be necessary for us to request further information relating to your request.

6.2. We reserve the right to charge a reasonable administrative fee for retrieving your personal data records. If so, we will inform you of the fee before processing your request.

6.3. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within twenty-one (21) days from the date of your request, we will inform you in writing. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the applicable data protection laws).

7. Security of Your Personal Data

7.1. To safeguard your personal data from unauthorized access, collection, use, disclosure, processing, copying, modification, disposal, loss, misuse, modification, or similar risks, we have introduced appropriate administrative, physical, and technical measures such as:

(a) Restricting access to personal data to individuals who require access.

(b) Maintaining technology products to prevent unauthorized computer access; and

(c) Using 128-bit SSL (secure sockets layer) encryption technology when processing your financial details.

7.2. If you believe that your privacy has been breached by AgoraPh, please contact us immediately.

7.3. You should be aware, however, that no method of transmission over the internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

7.4. Your password is the key to your account. Please use unique numbers, letters, and special characters, and do not share your Agora password to anyone. If you do share your password with others, you will be responsible for all actions taken in the name of your account and the consequences. If you lose control of your password, you may lose substantial control over your personal data and other data submitted to AgoraPh . You could also be subject to legally binding actions taken on your behalf.

Therefore, if your password has been compromised for any reason or if you have grounds to believe that your password has been compromised, you should immediately contact us and change your password. You are reminded to log out of your account and close the browser when you are finished with using a shared computer.

8. Retention of Personal Data

8.1. We will only retain your personal data for as long as we are either required to by law or as is relevant for the purposes for which it was collected.

8.2. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purposes for which the personal data was collected, and is no longer necessary for any legal or business purpose.

9. Minors

9.1. AgoraPh does not sell products for purchase by minors (which is to be determined based on the applicable law), nor does it intend to provide any of the Services or the use of the Platform to minors. We do not knowingly collect any personal data relating to minors.

9.2. You hereby confirm and warrant that you are above the age of minority and you are capable of understanding and accepting the terms of this Privacy Policy. If you are a minor, you may use our Platform only with the involvement of a parent or guardian.

9.3. As a parent or legal guardian, please do not allow minors under your care to submit personal data to AgoraPh . In the event that such personal data of a minor is disclosed to AgoraPh , you hereby consent to the processing of the minor's personal data and accept and agree to be bound by this Privacy Policy and take responsibility for his or her actions.

9.4. We will not be responsible for any unauthorized use of the Services on the Platform by yourself, users who act on your behalf or any unauthorized users. It is your responsibility to make your own informed decisions about the use of the Services on the Platform and take necessary steps to prevent any misuse of the Services on the Platform.

10. Collection of Computer Data

10.1. We or our authorized service providers may use cookies, web beacons, and other similar technologies for storing data to help provide you with a better, faster, safer and personalized experience when you use the Services or access the Platform.

10.2. When you visit the Platform through your computer, mobile device, or any other device with internet connectivity, our company servers will automatically record data that your browser sends whenever you visit a website. This data may include:

(a) Your computer or device's IP address.

(b) Browser type.

(c) Webpage you were visiting before you came to the Platform.

(d) The pages within the Platform which you visit; and

(e) The time spent on those pages, items and data searched for on the Platform, access times and dates, and other statistics.

10.3. This data is collected for analysis and evaluation to help us improve our website and the services and products we provide.

10.4. Cookies are small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. They allow us to recognize a device or browser and help us to personalize the content to match your preferred interests more quickly, and to make the Services and the Platform more convenient and useful to you.

10.5. You may be able to manage and delete cookies through your browser or device settings. For more information on how to do so, visit the help material of your browser or device.

10.6. Web beacons are small graphic images that may be included on our Service and the Platform. They allow us to count users who have viewed these pages so that we can better understand your preference and interests.

11. AgoraPh Right to Disclose Personal Data

11.1. You acknowledge and agree that AgoraPh has the right to disclose your personal data to any legal, regulatory , governmental, tax, law enforcement or other authorities or the relevant right owners.

If AgoraPh had reasonable grounds to believe that disclosure of your personal data is necessary for the purpose of meeting any obligations , requirements or arrangements, whether voluntary or mandatory ,as a result of cooperating with and order, an investigation and /or a request of any nature by such parties.To the extent permissible by applicable law,you agree not to take any action and /or waive your rights to take any action against AgoraPh for the disclosure of your personal data in these circumstance .

12. Third Party Sites

12.1. The Platform may contain links to other websites operated by other parties, such as our business affiliates, merchants, or payment gateways. We are not responsible for the privacy practices of websites operated by these other parties. You are advised to check on the applicable privacy policies of those websites to determine how they will handle any information they collect from you.

13. Questions, Feedback, Concerns, Suggestions or Complaints

13.1. If you have any questions on personal data protection or data privacy, please refer to our list of frequently asked questions.

13.2. If your question is not covered in our FAQs, or if you have any feedback, concerns, suggestions or complaints in relation to personal data, please feel free to contact us at support@agoraphilippines.com