

# **CELE LIVE User Agreement**

Last updated: 27 March, 2022

## 1. Special Notices

This CELE LIVE User Agreement (this “Agreement”) governs your usage of our services, (hereinafter, “Services”) including CELE LIVE App, a video streaming application and social network developed by us. You are one party and the other party is CELE LIVE PTE.LTD. or one of its affiliates (“we” or “CELE LIVE”), a company with its registered address at 111 North Bridge Road #04-46 Peninsula Plaza, Singapore 179098. For the purposes of this Agreement, you and CELE LIVE will be jointly referred to as the “Parties” and respectively as a “Party”.

When using the Services, you will be subject to CELE LIVE’s Privacy Policy, CELE LIVE’s Community Conventions, Broadcaster Agreement and you be subject to additional guidelines or rules that are posted on the Services or made available to you, or applicable to specific services and features that are disclosed to you in connection with such services. We may also offer certain paid services, which are subject to any additional terms or conditions that are disclosed to you in connection with such services.

By using our Services, or by clicking on "Sign Up" during the registration process, you agree to all terms of this Agreement. We, at our sole discretion, may revise this Agreement from time to time, and the current version will be found at the following link: [About us>User Agreement](#). By continuing to avail our Services, you agree to be bound by the revised Agreement.

The Services are not for use by anyone under the age of 18. To use the Services, you agree that:

- (1) you must be the "Minimum Age"(described below) or older; and
- (2) you are not already restricted by CELE LIVE from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 18.

“Minimum Age” means 18 years old. However, if law in your jurisdiction requires that you must be older than Minimum Age in order for CELE LIVE to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

You shall be solely responsible for the safekeeping of your CELE LIVE account and password. All behaviours and activities conducted through your CELE LIVE account will be deemed as your behaviours and activities for which you shall be solely responsible.

We do not accept payments or do business with individuals or entities in Cuba, Iran, North Korea, Sudan, Syria, and the Crimean region. If you are from such regions, you may be prohibited from using the Services.

## 2. Services Content

Our mission is to give people the power to build community, connect the world and share their beautiful moments. To help advance this mission with a vision to be a content platform inspiring one billion people's lives, we provide the services described below to you:

i. User Generated Content.

CELE LIVE allows users to distribute streaming live, use services, such as chat, bulletin boards, forum postings, voice interactive services, and to participate in other activities in which you may create, post, transmit, perform, or store content, messages, text, sound, images, applications, code or other data or materials on the Services ("User Content"). Users of the Services may also overlay music, graphics, stickers, virtual items and other features provided by CELE LIVE ("CELE LIVE Features") onto this User Content and transmit this User Content through the Services. The views expressed by other users on the Services (including through use of the virtual gifts) do not represent our views or values.

ii. Help you discover content, products, and services that may interest you.

We show you ads, offers, and other sponsored content to help you discover content, products, and services that are offered by the many businesses and organizations that use CELE LIVE.

iii. Combat harmful conduct and protect and support our community.

We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Services, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement.

iv. Global access to our Services

To operate our global service, we need to store and distribute content and data in our data centres and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Cele Live Pte. Ltd. and its affiliates.

### 3. Account

In order to open an account, you will be asked to provide us with certain information such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account and password, for restricting access to your computer, and for all activities that occur under your account or password. Please make sure the information you provide to CELE LIVE upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

We may permit you to register for and log on to the Services via certain third-party services. The third party's collection, use and disclosure of your information will be subject to that third-party service's privacy policy. Further information about how CELE LIVE collects, uses and discloses your personal information when you link your CELE LIVE account and with your account on any third-party service can be found in our Privacy Policy.

We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of these terms, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third-party rights, or violate any applicable laws or regulations.

If you no longer want to use our Services again, and would like your account deleted, we can take care of this for you. Please contact us via [contact@celelive.com](mailto:contact@celelive.com), and we will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

### 4. Privacy

Your privacy is important to CELE LIVE. Please see our Privacy Policy for information relating to how we collect, use, and disclose your personal information, and how you can manage your online privacy when you use the Services.

### 5. Use of the Services

Your access to and use of the Services is subject to these terms and all applicable laws and regulations. You agree that you will comply with these terms of Services and CELE LIVE's Community Guidelines and will not:

- i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- ii. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access CELE LIVE accounts of others without permission, forge another person's identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;
- iii. defame, harass, abuse, threaten or defraud users of CELE LIVE, or collect, or attempt to collect, personal information about users or third parties without their consent;
- iv. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services or User Content, features that prevent or restrict use or copying of any content accessible through the Services, features that enforce limitations on the use of the Services or User Content, or delete the copyright or other proprietary rights notices on the Services or User Content;
- v. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction of residence;
- vi. modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- vii. interfere with or damage operation of the Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- viii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Twitch Services;

- ix. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- x. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Services that you are not authorized to access;
- xi. use the Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

CELE LIVE takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is CELE LIVE liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter when using the Services. Your use of the Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

CELE LIVE is not liable for any statements or representations included in User Content. CELE LIVE does not endorse any User Content, opinion, recommendation, or advice expressed therein, and CELE LIVE expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, CELE LIVE reserves the right to remove, screen or edit any User Content posted or stored on the Services at any time and without notice, including where such User Content violates these terms of Use of the Services or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Services at your sole cost and expense. Any use of the Services in violation of the foregoing violates these terms of Use of the Services and may result in, among other things, termination or suspension of your rights to use the Services.

## 6. Virtual Items

You can only buy virtual diamonds (“Diamonds”) and virtual gifts (Gifts), send Gifts to others, receive Gifts with monetary value, earn virtual beans (“Beans”) and withdraw Beans if you are aged 18 (or age of majority in your jurisdiction) or older.

The price of the Diamonds will be displayed at the point of purchase. All charges and payments for Diamonds will be made in the currency specified at the point of purchase through the relevant

payment mechanism. Currency exchange settlements, foreign transaction fees and payment channel fees, if any, are based on your agreement with the applicable payment provider.

You will be responsible for the payment of any Diamonds purchased by you. Once your purchase has been completed, your user account will be credited with Diamonds. Diamonds can be used to purchase Gifts. Diamonds cannot be exchanged for cash, or legal tender, or currency of any state, region, or any political entity, or any other form of credit. Diamonds can only be used on CELE LIVE and as part of our Services, and cannot be combined or used in conjunction with other promotions, coupons, discounts or special offers, except those designated by us.

Except as otherwise set out in this Agreement, all sales of Diamonds and Gifts are final, and we do not offer refunds for any purchased Diamonds and Gifts. Diamonds and Gifts cannot be converted into or exchanged for cash, or be refunded or reimbursed by us for any reason.

## 7. Payment Terms

We accept major credit cards, certain debit cards and/or such other payment methods we may make available to you from time-to-time through our site, as forms of payment. You are subject to all terms and conditions of the payment method you choose. By submitting an order through the Service, you authorize us, or our designated payment processor, to charge the account you specify for the purchase amount. All payments are to be made in United States Dollars, except where other currencies are offered via the payment methods made available by CELE LIVE.

Our payment processing partners may request that you provide certain personal data (e.g., a valid government issued ID, your legal name, address, and date of birth) for the purpose of making payment through its financial institutions and complying with applicable international, national, federal, state, and local laws and regulations. They may also communicate directly with you regarding any issues with a payment.

To ensure adequate operational support for your purchase in CELE LIVE, Cele Live Pte. Ltd will be responsible for purchase and order conducted in AED/SAR/OMR/ BHD, KWD, where users residing in United Arab Emirates, Saudi Arabia, Kuwait and Bahrain applies.

If a purchase has been declined online due to issues with your payment method, please ensure all data is correct and resubmit. If the transaction is not accepted online, please contact customer support via the email address made available to you in connection with the purchase. For purchases on the Service, you may contact **contact@celelive**.

## 8. Intellectual Property Rights

All text, data, images, graphics, audio and/or video information and other materials within the Services provided by CELE LIVE are property of CELE LIVE and are protected by copyright, trademark and/or other property rights laws. Nothing in this Agreement shall be construed as conferring any license of any intellectual property rights or such materials by CELE LIVE to you.

By using and/or uploading any live stream content or other content through a CELE LIVE Services to publicly accessible areas of CELE LIVE website, you grant to CELE LIVE and its sub-licensees the permission, free, permanent, irrevocable, non-exclusive and fully sub-licensable rights and license, without any territorial or time limitations and without requiring any approvals and/or compensations, to use, copy, modify, adapt, publish, translate, edit, dispose, create derivative works of, distribute, perform and publicly display such content (in whole or in part), and/or incorporate such content into existing or future forms of work, media or technology.

## 9. Terminating Services

To the fullest extent permitted by applicable law, CELE LIVE reserves the right, without notice and in our sole discretion, to terminate your license to use the Services (including to post User Content), and to block or prevent your future access to and use of the Services, including where we reasonably consider that: (a) your use of the Services violates this Agreement or applicable law; (b) you fraudulently use or misuse the Services; or (c) we are unable to continue providing the Services to you due to technical or legitimate business reasons. This includes the ability to terminate or to suspend your access to any purchased products or services. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these terms of Services, (iii) any policy or practice of CELE LIVE in operating the Services, or (iv) any content or information transmitted through the Services, is to terminate your account and to discontinue use of any and all parts of the Services.

## 10. Indemnity

You shall be fully responsible for any risks involved in using CELE LIVE Services. Any use or reliance on CELE LIVE Services will be at your own risk.

Under no circumstance does CELE LIVE guarantee that the Services will satisfy your requirements, or guarantee that the Services will be uninterrupted. The timeliness, security and accuracy of the Services are also not guaranteed. You acknowledge and agree that the Services is provided by CELE LIVE on an "as is" basis. CELE LIVE make no representations or warranties of any kind express or implied as to the operation and the providing of such Services or any part thereof. CELE LIVE shall

not be liable in any way for the quality, timeliness, accuracy or completeness of the Services and shall not be responsible for any consequences which may arise from your use of such Services.

CELE LIVE does not guarantee the accuracy and integrity of any external links that may be accessible by using the Services and/or any external links that have been placed for the convenience of you. CELE LIVE shall not be responsible for the content of any linked site or any link contained in a linked site, and CELE LIVE shall not be held responsible or liable, directly or indirectly, for any loss or damage in connection with the use of the Services by you. Moreover, CELE LIVE shall not bear any responsibility for the content of any webpage that you are directed via an external link that is not under the control of CELE LIVE.

CELE LIVE shall not bear any liability for the interruption of or other inadequacies in the Services caused by circumstances of force majeure, or that are otherwise beyond the control of CELE LIVE. However, as far as possible, CELE LIVE shall reasonably attempt to minimize the resulting losses of and impact upon you.

## 11. Legal Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to choose of law principles. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. To make a request, please go [here](#).

## 12. Request for information

All requests for information or documents related to potential, anticipated or current legal proceedings, investigations or disputes, or for third party user information, from any CELE LIVE Services must be made using the appropriate level of legal process, and must be properly served on CELE LIVE via CELE LIVE PTE.LTD.

## 13. Modification of the Agreement

We amend these terms of the Agreement from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use



commercially reasonable efforts to generally notify all users of any material changes to these terms, such as through a notice on CELE LIVE platform. However, you should look at the Agreement regularly to check for such changes. Your continued access or use of the Services after the date of the new terms constitutes your acceptance of the new terms. If you do not agree to the new terms, you must stop accessing or using the Services.

## 14. Other Terms

This Agreement constitutes the entire agreement of agreed items and other relevant matters between both parties. Other than as stipulated by this Agreement, no other rights are vested in either Party to this Agreement.

If any provision of this Agreement is rendered void or unenforceable by competent authorities, in whole or in part, for any reason, the remaining provisions of this Agreement shall remain valid and binding.

The headings within this Agreement have been set for the sake of convenience, and shall be disregarded in the interpretation of this Agreement.

# **CELE LIVE Privacy Policy**

Last updated: 27 March, 2022

This Cele Live Privacy Policy explains how Cele Live (“Cele” “we” “us”) process any personal data we collect from visitors and users of [www.Celelive.com](http://www.Celelive.com) and any applications, services provided in relation to the website (collectively, the “Cele Services”).

We value the privacy of users, subscribers, publishers, members, and others who visit and use the Cele Services (collectively or individually, “you” or “users”) and want you to be familiar with how we collect, use, and disclose personal information from and about you.

You may share personal information when using the Cele Services. One example is when you provide information about yourself as part of the Cele account creation process. Another is when you take certain actions on the Cele Services that are public or intended to be public in nature, such as when you broadcast content, post profile information, follow a channel, or subscribe to a broadcast channel. Given the social nature of some of the Cele Services, that information may be collected, used, or disclosed by others who are part of that social interaction. In addition, some features of the Cele Services are designed to provide others with information about user activity, such as identifying the user who created a particular Clip or the subscription status of users for a given channel. We encourage you to be mindful of this when considering your activity on the Cele Services.

## 1. Contact Information

Cele Live Pte. Ltd.

111 North Bridge Road #04-46

Peninsula Plaza, Singapore 179098

If you have any questions about how we use your personal data, please contact [contact@celelive.com](mailto:contact@celelive.com).

## 2. What Information Do We Collect

We obtain information about you through the means discussed below when we provide the Cele Services. Please note that we need certain types of information so that we can provide the Cele Services to you.

### **i. User-provided Information**

You consent to provide some or all of the following Personal Information when you create an account on the App or use Cele Services, such as uploading contents on the App or contact us for technical support:

- a. Registration information, such as your date of birth, phone number (or email, if applicable), password, user identifier and language;
- b. Profile information, such as your alias, profile images, gender, hometown, self-introduction, social media information, education, and career;
- c. User-generated contents (“UGC”), such as comments, texts, messages, pictures, images, videos, sounds, code or other data or materials that you upload, distribute or stream on the App when you use Cele Services;
- d. Facial data, such as when you use some features provided by us to create special effects or emojis for your streaming section or pictures that you uploaded on Cele Services, but such data will only be processed offline to fulfil the special effects or emojis and we will not use it for other purposes unless we have obtained your explicit consent or turn this into de-identified data; further, we will not use your facial data for marketing or advertising, nor will we share such data with any third party. In addition, if you utilize Real-Person Profile Picture Authentication, we collect your profile picture and facial-recognition video for Real-Person Profile Picture Authentication on the premise of your approval by comparing your profile picture with face-recognition video. This authentication can protect you from impersonators and fake accounts, or develop the authenticity of Cele Services. We do not retain your face recognition video in our servers, such video is merely for verifying.
- e. Payment information, such as full name, billing address, billing zip code, billing country, date of birth, purchase amount, payment method, credit or debit card number or other payment information where required for payment;
- f. Transaction information such as the transaction serial number and transaction historical records after you purchased Paid Services;
- g. Your social network contacts with your permission, when you activate the “Discover Friends” function and allow us to access your contacts;
- h. Your Global Positioning System (GPS) information, after you permit us to do so but you may change the access to your GPS information via the settings on your mobile device;
- i. Your opt-in choices and correspondence with us, such as information used to verify with your account or to resolve your feedback or complaints; and
- j. Information you provide when participating in in-app surveys and activities.
- k. Information you provide from social media when you create a Cele account by connecting with a third-party social media, such as Facebook, Instagram, Twitter, Google, or if you link a Cele account with a third-party social media account;

**ii. Collected Information for Legitimate Interests**

You consent to provide some or all of the following Personal Information when you create an account on the App or use Cele Services, such as uploading contents on the App or contact us for technical support:

- a. Registration information, such as your date of birth, phone number (or email, if applicable), password, user identifier and language;
- b. Profile information, such as your alias, profile images, gender, hometown, self-introduction, social media information, education, and career;
- c. User-generated contents (“UGC”), such as comments, texts, messages, pictures, images, videos, sounds, code or other data or materials that you upload, distribute or stream on the App when you use Cele Services;
- d. Facial data, such as when you use some features provided by us to create special effects or emojis for your streaming section or pictures that you uploaded on Cele Services, but such data will only be processed offline to fulfil the special effects or emojis and we will not use it for other purposes unless we have obtained your explicit consent or turn this into de-identified data; further, we will not use your facial data for marketing or advertising, nor will we share such data with any third party. In addition, if you utilize Real-Person Profile Picture Authentication, we collect your profile picture and facial-recognition video for Real-Person Profile Picture Authentication on the premise of your approval by comparing your profile picture with face-recognition video. This authentication can protect you from impersonators and fake accounts, or develop the authenticity of Cele Services. We do not retain your face recognition video in our servers, such video is merely for verifying.
- e. Payment information, such as full name, billing address, billing zip code, billing country, date of birth, purchase amount, payment method, credit or debit card number or other payment information where required for payment;
- f. Transaction information such as the transaction serial number and transaction historical records after you purchased Paid Services;
- g. Your social network contacts with your permission, when you activate the “Discover Friends” function and allow us to access your contacts;
- h. Your Global Positioning System (GPS) information, after you permit us to do so but you may change the access to your GPS information via the settings on your mobile device;
- i. Your opt-in choices and correspondence with us, such as information used to verify with your account or to resolve your feedback or complaints; and
- j. Information you provide when participating in in-app surveys and activities.
- k. Information you provide from social media when you create a Cele account by connecting with a third-party social media, such as Facebook, Instagram, Twitter, Google, or if you link a Cele account with a third-party social media account;

### 3. How We Use Your Information

We will only use your Personal Information when the applicable laws allow us to. In general, we use your Personal Information for the following purposes:

- a. Provision of services: to present Cele Services and its contents to you, including any interactive features on Cele Services, and to provide you with information, products or services that you allow us to; we also collect and use Personal Information to verify your eligibility and deliver prizes in connection with promotion activities and sweepstakes;
- b. Improvement of services: to improve and personalize our services by presenting new services, information, recommendations, and feedback;
- c. Customer management: to manage a registered user's account, to provide customer support and notices to the registered user about his account or subscription, and notices about changes to Cele Services or any other product or service we offer or provide through it;
- d. Communication: to communicate and interact with you directly, for an example, we may send notifications regarding upcoming changes, promotion activities or improvements on Cele Services;
- e. Content review: to review pictures, images and contents posted or generated on Cele Services to ensure that we comply with any applicable content regulations in any relevant jurisdiction;
- f. Customization of content: to perform research and analysis about your use of, or interest in contents, products, advertising, or services available on Cele Services in order to develop and display content tailored to your interests on our Website and App;
- g. Performance Analysis: to determine whether users of Cele Services are unique, or whether the same user is using Cele Services on multiple occasions, and to monitor aggregate metrics such as total number of visitors, number of videos viewed, demographic patterns;
- h. Functionality and security: to identify users not meeting the age limit, to diagnose or fix technology problems, and to detect, prevent, and respond to actual or potential fraud, illegal activities, or intellectual property infringement;
- i. Compliance: to enforce our terms of use and to comply with our legal obligations;
- j. Aggregation: to aggregate information we collect about you to which one or more purposes described above.
- k. Cookie: We and our vendors and service providers use cookies and other similar technologies (e.g., web beacons, flash cookies, etc.) ("Cookies") to automatically collect information, measure and analyse which web pages you click on and how you use the Platform, enhance your experience using the Platform and improve our services. Cookies are small files which, when placed on your device, enable the Platform to provide certain features and functionality. Web beacons are very small images or small pieces of data embedded in images, also known as "pixel tags" or "clear GIFs," that can recognize Cookies, the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device. By using the Platform, you consent to our use of Cookies.

Additionally, we link your contact or subscriber information with your activity on our Platform across all your devices, using your email or other log-in or device information. We are not responsible for the privacy practices of these third parties, and the information practices of these third parties are not covered by this Privacy Policy.

You may be able to refuse or disable Cookies by adjusting your browser settings. Because each browser is different, please consult the instructions provided by your browser. Please note that you may need to take additional steps to refuse or disable certain types of Cookies. In addition, your opt-out selection is specific to the particular browser or device that you are using when you opt out, so you may need to opt-out separately for each of browser or device. If you choose to refuse, disable, or delete Cookies, some of the functionality of the Platform may no longer be available to you.

Note that we may process your Personal Information for more than one lawful ground depending on the specific purpose for which we use your Personal Information.

#### 4. How We Share Your Information

- a. Please note that if your profile is public, your content will be visible to anyone on the Platform and may also be accessed or shared by your friends and followers as well as third parties such as search engines, content aggregators and news sites. You can change who can see a video or a picture each time you upload a video
- b. We may also share your information with other members, subsidiaries, or affiliates of our corporate group, to improve, optimize the Platform and to prevent illegal use.
- c. We may share your Personal Information outside of Cele Services when we have your consent, either express or implied.
- d. We may disclose your Personal Information to members of our corporate group (that is, entities that control, are controlled by, or are under common control with us) to the extent this is necessary for services, customer management, customization of content, advertising, analytics, verifications, functionality and security, and compliance.
- e. We may disclose your Personal Information to our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, processing credit card payments, customization of content, analytics, security, map navigation, data storage and cloud services, supporting our functionality, and other features offered through Cele Services. These service providers may have access to Personal Information needed to perform their functions but are not permitted to share or use such information for any other purposes. However, if you connect to a third-party service through Cele Services or otherwise links your Cele account with a third-party service, you are requesting and authorizing us to share or grant access to information on your behalf with such third party. We may also send information about the content that you watched or your activities on Cele Services to such third party in order to upgrade your experience on Cele Services.
- f. We may disclose or share your Personal Information to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personal Information held by us about our users is among the assets transferred. If such a sale or transfer occur, we will use reasonable efforts

to try to ensure that the entity to which we transfer your Personal Information uses information in a manner that is consistent with this privacy policy.

- g. We access, preserve and share your Personal Information with regulators, law enforcement or others where we reasonably believe such disclosure is needed to (a) comply with any applicable law, regulation, legal process, or governmental request, (b) enforce applicable terms of use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address illegal or suspected illegal activities, security or technical issues, (d) protect against harm to the rights, property or safety of our company, our users, our employees, or other third parties; or (e) to maintain and protect the security and integrity of Cele Services or infrastructure.
- h. We may disclose aggregated information about our users. We also may share aggregated information with third parties for conducting general business analysis. This information does not contain any Personal Information and may be used to develop content and services that we hope you and other users will find of interest.

## 5. International Data Transfers

Your Personal Information may be processed by us, our trusted third-party suppliers outside of the country (s) in which you reside, including in countries where data protection and privacy laws or regulations may be equivalent to, or as protective as, the data protection laws and regulations in your country. In accordance with applicable data protection and privacy laws and regulations, we will implement appropriate measures to ensure that your personal information remains protected and secure when it is transferred outside of your country to a jurisdiction that has a less adequate level of protection of personal data. These measures include (where applicable) transferring pursuant to data transfer agreements implementing standard data protection clauses.

We may also transfer your personal information outside of your country as permitted by applicable data protection and privacy laws and regulations. Examples include where we need to transfer your personal information: (a) to perform a contract with you (or to take steps before the contract at your request); (b) perform a contract in your interests; or (c) in relation to legal claims.

## 6. Links to Other Websites or Application

When you click on a link to any other website, mobile application or third-party content through Cele Services, you will go to another website or other mobile application and another entity may collect information from or about you. We have no control over, do not review, and cannot be responsible for, these third-party websites or mobile applications or their contents. Please be aware that the terms of this privacy policy do not apply to these third-party websites or mobile applications

or content, or to any collection of information after you click on links to these third-party websites, mobile applications or content.

## 7. Data Security

We take appropriate administrative, technical and physical security measures to safeguard your Personal Information from unauthorized access and disclosure. For example, only authorized employees are permitted to access Personal Information, and they may do so only for permitted business functions. In addition, we use encryption in the transmission of certain your Personal Information between your system and ours, and we use firewalls to help prevent unauthorized persons from gaining access to your Personal Information. Please be advised, however, that we cannot fully eliminate security risks associated with the storage and transmission of your Personal Information. You should use caution whenever submitting information through Cele Services and take special care in deciding which information you provide us with.

You are responsible for maintaining the secrecy of your password and account information at all times.

## 8. Your Choices

You can set your browser to refuse all or some browser cookies or to alert you when cookies are being sent. Please note that your choice to disable cookies will be specific to the particular browser or device that you are using when you disable cookies, so you may need to separately disable cookies for each type of browser or device. If you disable or refuse cookies, please note that some parts of the Website may then be inaccessible or not function properly.

You can at any time request to opt out from allowing us to send you push notifications by adjusting the permissions in your mobile device.

You can switch off GPS location, Microphone, Camera or other similar functions on your mobile device if you do not wish to share them. You can also hide your location, videos uploaded, recent active time and other information by adjusting "Privacy" setting.

You can choose not to provide us with Personal Information, but that may result in you being unable to use certain features of Cele Services because such information may be required for you to register as a user, purchase Paid Services, participate in a promotion, survey, sweepstakes or make complaints.



You can change the mobile advertising identifiers in your mobile device or limit advertising tracking through your mobile device's privacy settings.

You can make changes to your information, including accessing your information, correcting or updating your information or deleting your information by editing your profile in the Cele Live app.

## 9. Your Rights

Some jurisdictions' laws grant specific rights to Cele Live users, which are set out in this section. You may have all or some of the following rights set forth below according to applicable laws. We will respond to your request consistent with the applicable laws as soon as practicable, normally within one month, after proper verification procedures. Your exercise of these rights is usually free of charge, unless we deem it is chargeable under the applicable laws.

**Right to access-**You may submit a request to access the Personal Information we collect about you by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email at [contact@celelive.com](mailto:contact@celelive.com).

**Right to rectification-**You may submit a request to rectify the Personal Information we collect about you by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email at [contact@celelive.com](mailto:contact@celelive.com).

**Right to erasure-**You may submit a request to erase the Personal Information we collect about you by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email. Though we cannot guarantee a complete erasure of your data that has been stored in our backup servers, we promise that we will not use the data within the backup servers for any other purpose.

**Right to data portability-**You may ask us to transfer some of your Personal Information, if it is collected on the basis of your consent, in structured, commonly used and machine-readable formats to you or other environments designated by you, if technically feasible, by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email at [contact@celelive.com](mailto:contact@celelive.com).

**Right to withdraw consent-**You may withdraw your consent and ask us not to continue to collect or process your Personal Information at any time if that information is collected on the basis of your consent by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us

via email. Your exercise of this right will not affect the processing activities that occurred before your withdrawal.

**Right to restrict processing-**You may request us to stop processing your Personal Information if you believe such information is collected unlawfully or you have other reason by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email at [contact@celelive.com](mailto:contact@celelive.com). We will examine your request and respond accordingly.

**Right to object-**You may object to the processing of any Personal Information we collect about you, if such information is collected on the basis of legitimate interests, at any time by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email at **[contact@celelive.com](mailto:contact@celelive.com)**. Please note that we may reject your request if we demonstrate compelling legitimate grounds for the processing, which override your interests and freedom or the processing is for the establishment, exercise, or defense of legal claims.

**Right concerning automated decision making and profiling-**You may ask us to stop automated decision making or profile, if you believe such automated decision making and profiling has legal or similarly significant effect upon you by (a) using Help or Feedback function on Cele Services or (b) by sending your request to us via email at [contact@celelive.com](mailto:contact@celelive.com). We will examine your request and let you know if your request is applicable under the relevant laws and regulations.

In addition to the foregoing rights, you also have the right to lodge complaints to the competent data protection authority (“DPA”), usually the DPA of your home country.

## 10. Children

We do not knowingly collect or maintain personal information from persons under 18 years-of-age. If we learn that Personal Information of persons under 18 has been collected on or through the CELE Services, we will take appropriate steps to delete this information.

If you believe that we have inappropriately collected Personal Information from a Young User, please contact us at [contact@celelive.com](mailto:contact@celelive.com).

## 11. Retention of Your information

We will retain your Personal Information and other information for as long as you maintain your Cele Live account.

You may request deletion of your account at any time through the Me > Settings > Account Management > Connected Account > Delete Account in the app, or through sending email to [contact@celelive.com](mailto:contact@celelive.com). Following such request with appropriate review by us, we will delete the data that it is not required to retain for purposes of regulatory, tax, insurance, litigation, or other legal requirements. For example, we retain location, device, and usage data for these purposes for a reasonable period as may be necessary; while it retains such data, it may also use it for purposes of safety, security, fraud prevention and detection, and research and development. In certain circumstances, we may be unable to delete your account, such as if there's a balance on the account or an unresolved claim or dispute. Upon resolution of the issue preventing deletion, we will delete the account as described above.

We may also retain certain information if necessary for purposes of safety, security, and fraud prevention. For example, if we deactivate a user's account because of unsafe behaviour or security incidents, we may retain certain information about that account to prevent that user from opening a new Cele Live account in the future.

## 12. Changes and Updates to This Privacy Policy

We may modify or revise our privacy policy from time to time. Although we may attempt to notify you when major changes are made to this privacy policy, you are expected to periodically review the most up-to-date version found at Cele Services so you are aware of any changes, as they are binding on you.

If we change anything in our privacy policy, the date of change will be reflected in the "last updated date". By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

## 13. California Privacy Disclosure

This California Privacy disclosure page supplements the Cele Live Privacy Policy. These additional disclosures are required by the California Consumer Privacy Act. This privacy disclosure page applies to California residents and information that identifies, relates to, describes, or could reasonably be linked, directly or indirectly, with California consumers ("California Information").

The personal information that Cele Live collects, or has collected from you in the twelve months prior to the effective date of this disclosure page, fall into the following categories.

- a. Registration information, such as your date of birth, phone number (or email, if applicable), password, user identifier and language;
- b. Profile information, such as your alias, profile images, gender, hometown, self-introduction, social media information, education, and career;
- c. User-generated contents (“UGC”), such as comments, texts, messages, pictures, images, videos, sounds, code or other data or materials that you upload, distribute or stream on the App when you use Cele Services;
- d. Payment information, such as full name, billing address, billing zip code, billing country, date of birth, purchase amount, payment method, credit or debit card number or other payment information where required for payment;
- e. Your social network contacts with your permission, when you activate the “Discover Friends” function and allow us to access your contacts;
- f. Facial data, such as when you use some features provided by us to create special effects or emojis for your streaming section or pictures that you uploaded on Cele Services, but such data will only be processed offline to fulfil the special effects or emojis and we will not use it for other purposes unless we have obtained your explicit consent or turn this into de-identified data; further, we will not use your facial data for marketing or advertising, nor will we share such data with any third party.
- g. Your location information, after you permit us to do so but you may change the access to your GPS information via the settings on your mobile device, and the information based on your SIM card;
- h. Information you provide, such as your opt-in choices and correspondence with us, and information you provide when you participate in in-app surveys and activities.
- i. Information you provide from social media when you create a Cele account by connecting with a third-party social media;
- j. Network activity information, such as your browsing history, search history, the videos or pages you visited, the date and time of your visits, other users’ accounts that you subscribed to, and information regarding your interaction with other users;
- k. Information from Other Sources: We may obtain additional information from third parties and sources other than the CELE Services. For example, we may obtain additional information from games or services you use, or social media networks (such as Facebook) for which you have approved our access. When you access the CELE Services through social media networks or when you connect the CELE Services to social media networks, you are authorizing CELE to collect, store, and use such additional information and content in accordance with this Privacy Policy;
- l. Device information, such as your operating system, browser type, brand, model and serial number of your mobile device, Internet Protocol (IP) address, mobile carrier, screen resolution, language setting, IMEI number, IMSI number, media access control address, and mobile advertising identifiers;
- m. Metadata, associating with the UGC you provided us, which describes other data and provides information about how, when, and by whom the piece of UGC was collected and

how that UGC was formatted, such as hashtags used to label the keywords to the video and captions;

- n. Cookies, small pieces of data to enable us to provide certain features, which are collected by us or our business partners to measure and understand the web pages you click on and how you use Cele Services, enhance your experience using Cele Services.

The personal information that Cele Live disclosed about you for a business purpose in the twelve months prior to the effective date of this Disclosure fall into the following categories:

- a. Identifiers such as your IP address;
- b. Personal information, such as your credit card number, email address, phone number and name, for example if we use a service provider to process payments;
- c. Internet or other electronic network activity information, such as if we use a service provider to help us gather crash reports for analysing the health of our services.

We may disclose your Personal Information to our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, processing credit card payments, analytics, facilitating your register or login, and supporting our functionality.

You may have the right under the California Consumer Privacy Act to request information about the collection of your personal information by Cele Live, or access to or deletion of your personal information. If you wish to request information about the collection of your personal information, please send an email to us via [contact@celelive.com](mailto:contact@celelive.com). If you wish to delete your personal information, please send an email to us via [contact@celelive.com](mailto:contact@celelive.com).

Please note that certain information may be exempt from such requests under California law and that, depending on your data choices, certain services may be limited or unavailable.

No sale of personal information. In the twelve months prior to the effective date of this Disclosure, Cele Live has not sold any personal information of you, as those terms are defined under the California Consumer Privacy Act.

No discrimination. Cele Live will not discriminate against any consumer for exercising their rights under the California Consumer Privacy Act.

# **CELE LIVE'S Policy on Compliance with Law Enforcement Requests**

Last updated: 27 March, 2022

Cele Live will respond to law enforcement and other legal requests for user data in accordance with its Terms of Use, Privacy Policy, and this Policy. Nothing in this Policy is meant to create any enforceable rights against Cele Live. Cele Live's policies may be updated or changed in the future without further notice to the relevant government or law enforcement authorities.

## 1. Law Enforcement Requests

Cele Live will consider the following requests related to users' data:

- I. Data Requests. With the exception of Emergency Requests (as described in paragraph 2 below), all requests for user data must be properly served through valid legal process. We will respond to such requests as required by law. Data requests that we will consider include, but are not limited to:
  - a. a valid subpoena issued in connection with an official criminal investigation is required to compel the disclosure of basic subscriber information, which may include: name, phone number, email address, profile photo, interests, age, gender, hometown, education, occupation, and any recent login/logout IP address(es), if available;
  - b. a valid court order is required to compel the disclosure of certain records or other information pertaining to the account, not including contents of communications, which may include message headers and IP addresses, in addition to the basic subscriber information identified above;
  - c. a valid warrant, including a search warrant, issued under applicable criminal and/or civil law procedures upon a showing of probable cause is required to compel the disclosure of the stored contents of any account, which may include messages, photos, videos, comments, and location information;
  - d. requests issued pursuant to a Mutual Legal Assistance Treaty ("MLAT") where such requests have been issued in accordance with the prescribed process, as applicable to the relevant MLAT; and
  - e. requests from any jurisdictions where we have a good-faith belief that a response is required by law in that jurisdiction, the affected users are in that jurisdiction, and the request is consistent with internationally recognized standards.

- II. Emergency Requests. We will respond to requests for user data in situations that we believe in good faith may involve a real and imminent danger of death or serious bodily harm, harm to a minor or other exigent danger as we may determine if we do not respond without delay. Such emergency requests must be submitted by a law enforcement officer and signed under penalty of perjury using Emergency Request Form. If you are not a law enforcement agent and are aware of an emergency situation, please notify your local law enforcement officials. If we choose to make such a disclosure, we will only disclose the user information needed to resolve the emergency. All emergency disclosures must be approved by the Cele Live Legal Team whose contact details are set out below.
  
- III. Preservation Requests. We will also consider requests to preserve a user's existing data in connection with official criminal investigations or other official legal proceeding. If we deem the preservation request valid, we will maintain a user's existing data for 30 days or longer period, pending service of a formal data request. The preservation hold may also be further extended as permitted under applicable law.
  
- IV. Other Information Requests. We will consider non-law enforcement requests for information including requests from regulatory agencies and tax authorities. Such requests can be made by contacting the Cele Live Legal Team at **contact@celelive.com**.

## 2. Request Contents

All requests must be sent on official government/law enforcement letterhead and include all of the following information:

- i. Original copy of the valid legal process, if applicable
- ii. Agency Name
- iii. Agent Name
- iv. Agent Badge/Identification Number
- v. Agent Employer-Issued Email Address
- vi. Agent Direct Phone Number
- vii. Agent Mailing Address
- viii. Requested Response Date
- ix. A specific user's Cele Live ID or user id ("UID")
- x. The specific information requested

We will reject requests that do not include the above information. We will also reject requests that we believe are not facially or substantively valid or if we believe the requests are overly broad, vague, unclear, or unduly burdensome. If the formal request is not in English, we encourage the law enforcement agencies to provide an English translation. Absent exceptional circumstances we will not disclose more user information than is necessary to comply with a valid request which Cele Live is obliged to comply with as a matter of law.

We encourage law enforcement agencies to contact us via email at [feedback@celelive.com](mailto:feedback@celelive.com) regarding the availability of user information before serving the formal request. Data requests may be served by certified mail, express courier, or in person at the following location:

Cele Live Pte. Ltd.  
Attention: Director  
111 North Bridge Road #04-46  
Peninsula Plaza, Singapore 179098

Acceptance of legal process by any of these means is for convenience and does not waive any objections, including lack of jurisdiction or improper service. We are unable to process data requests served via email.

We may provide a certificate of authentication, but we generally are not able to provide in-person or expert witness testimony.

Cele Live may seek reimbursement for costs associated with responding to law enforcement requests for information as permitted by law and may charge additional fees for costs incurred in responding to unusual or burdensome requests.

### 3. Communications with Users

Cele Live's policy is to notify users of requests for their information prior to disclosure except (i) where providing such notice is prohibited by the valid legal process, court order, or applicable law, (ii) where notice could create a risk of injury or death to an identifiable individual(s), or (iii) cases that involve potential harm to minors. If a data request includes a nondisclosure order, Cele Live will notify the affected user as soon as the order is overturned or expires on its own terms.

If a law enforcement official requests information about a user who has provided consent for the official to access or obtain the user's account information, the user should be directed to obtain that information on their own from their account.

### 4. Legal Enforcement Practice Questions & Answers

1. Should we cooperate if any of the information required for the requests, as set out in the Request Contents Column in the Law Enforcement Request Policy ("Policy"), is missing?



*We need to check carefully if all the information set out in the Policy is provided. If any essential information is missing, we may decide to request the relevant agency to supplement with the missing part. If the information is not sufficient for us to check, we may ignore the request.*

2. Should we cooperate if the relevant agents fail to provide official documentation of a data request? Consider that such agents simply write an email to request for users' data.

*In general, valid, official documentation of a data request should be provided prior to disclosing user data unless it is an emergency situation, in which case law enforcement should still provide a completed emergency request form. If the request came via email without any official documentation, we may not cooperate with the request.*

3. If a local law enforcement agent requests our local presence to provide data, does such local presence need to cooperate or direct it to Cele Live?

*Whether a local presence would be required to cooperate with a local law enforcement request would depend on whether such local presence has possession, custody, or control of the requested information. This determination will depend on a number of factors, such as whether the local presence has technical access to the data, the local presence accesses the data in the ordinary course of its business, and its ties with Cele Live. If the local presence does not have possession, custody, or control of the data, it should comply with the request by reporting that it does not have responsive data. This local presence may also direct law enforcement agent to Cele Live.*

4. Should we require the law enforcement agent to deliver hard copy documents prior to cooperation?

*While hard copy documents may be easier to review for authenticity, if a law enforcement agency provides the information requested by the policy and provides an electronic copy of the required legal process that appears to be valid, we would not have concerns with cooperating with the request. This would also apply in emergency situations if the law enforcement agency provides an electronic copy of the emergency request form with official documentations.*

## 5. Emergency Request Format

Requestor Information	
Agency Name	
Agent Name	

Agent Badge or Identification Number	
Agent Employer-Issued Email Address	
Agent Direct Phone Number	
<b>Request Details</b>	
Detailed description of the nature of the emergency and why the threat is real and imminent (i.e., why there is a potential for imminent serious bodily harm or death or harm to a minor)	
User account identifiers (e.g., Cele Live ID)	
Detailed explanation of information needed to resolve emergency (i.e., how will the requested information help to prevent the harm)	

I declare, under penalty of perjury, that to the best of my knowledge, the foregoing is true and correct.

Signature:

Date:

# **CELE LIVE'S Policies Against Hate Speech, Bullying, Harassment**

Last updated: 27 March, 2022

We strive to make Cele Live a safe, comfortable place for people to express themselves and connect with the world. Respectful behaviour and empathy are enablers of free expression and open dialogue. Spirited disagreements and criticisms between people are natural, but they must be expressed civilly on our platform.

Content or conduct that threatens the safety and well-being of people is prohibited. We do not tolerate hate speech, bullying, harassment, or other malicious or abusive behaviour.

## 1. Hate Speech

We prohibit conduct and content that negatively targets, incites hatred of, or encourages violence against individuals or groups on the basis of any of the following attributes:

- Age
- Caste
- Disability
- Ethnicity
- Gender Identity and Expression
- Immigration Status
- Medical Condition
- Nationality
- Race
- Religion
- Sex/Gender
- Sexual Orientation
- Veteran Status
- Victims of a major violent event and their families.

Examples of violations:

- Content that dehumanizes or promotes harmful stereotypes about a group
- Hateful slurs, either untargeted or directed toward specific individuals or groups
- Exceptions, provided the intent is very clear:
- Respectfully conducted educational discussions
- Reappropriation of targeted terms for self-referential use and without hateful intent, in music or speech

- Expressions of contempt, disgust, or dismissal on the basis of a person’s physical disability
- Calls for exclusion or segregation on the basis of nationality
- Encouraging the use of or generally endorsing sexual orientation conversion therapy
- Denying or distorting information about the Holocaust
- Mocking victims of hate crimes
- Intentionally damaging or symbolically debasing scriptures or other items associated with a specific religion
- Unfounded claims that a caste caused a pandemic

## 2. Abusive Communications

Persistent, malicious, and targeted verbal or written abuse of other people is not permitted. This includes broadcasts, messages between users, profiles, and spoken or written communications.

When evaluating potential bullying cases, we consider context and intent. For example, a person may have consented to being “roasted.” Or, for purposes of education or discussion, a broadcaster may play a brief video clip of someone engaging in bullying behaviour. Such scenarios are typically not policy violations, provided the context and intent are very clear to all involved. The critical consideration is whether the targeted person feels bullied or harassed.

Examples of violations:

- Repeatedly and maliciously insulting another person during a broadcast
- Attempting to degrade, shame, or humiliate another person. Examples:
  - User chat comments, during a broadcast, attacking someone using derogatory terms relating to their sexuality or sexual activities
  - Posting profile photos mocking a broadcaster
- Using offensive nicknames when referring to a person
- Creating Cele Live usernames that insult or otherwise degrade another user
- Sending trash talking messages that are unwanted by the targeted person.

## 3. Inciting or Facilitating Abusive Group Behaviour

You may not use Cele Live to encourage others to mistreat a targeted person, on or off the platform.

Examples of violations:

- Submitting false spam reports or other deceitful claims of policy violations against a targeted person
- “Dogpiling” live streams by organizing people to flood the targeted person’s broadcast comments with insults and other abusive language
- Encouraging “swatting” or other prank calls to police or emergency services against the targeted person or their family members
- Offering incentives to people for blocking or banning a targeted person on other social media platforms.

#### 4. Blackmail, Threats, and Endangerment

We do not permit implied or explicit threats of harm, statements of intent to harm, or the encouragement of harm against people, their family members, or their property. This includes physical, financial, and social harm.

Examples of violations:

- Extortion
  - E.g., “If you don’t give me your diamonds, I’ll tell the world how you hate children and koalas.”
  - See also our prohibitions for sharing sensitive personal information without permission
- Threatening physical harm
  - E.g., “I’m going to track you down and use you as target practice”
  - E.g., “If I ever see him, he’s going to meet my crowbar”
- Making a veiled threat of physical harm. Examples:
  - “You have a cute dog in your broadcasts. It would be a shame if something happened to it.”
  - “Your cat is really going to miss you.”
  - “Go ahead, make my day.”
- Encouraging, expressing approval of, inciting, or facilitating physical harm. Examples:
  - “Those protestors should be shot”
  - “Ralph Macchio keeps breaking the speed limit. Someone should slice his tires.”
  - “This is where Tom Hanks runs his human trafficking business. It should be burned to the ground.”
- Wishing physical harm on others.
  - E.g., “I hope you get Covid-19”
- Calling for self-injury or suicide of a specific person

## 5. Unwanted Contact or Shadowing, Online or Offline

Online and offline boundaries need to be respected. Repeated attempts at unwanted direct contact are not allowed.

Examples of violations:

- Sending sexually harassing direct messages to another user.
- Intentionally broadcasting on the street in front of a targeted person's house, place of work, near other physical boundaries, or in situations where there's a high probability of direct interaction or confrontation.
- Attempts to disrupt a broadcaster's live stream.

## 6. Sharing Sensitive Personal Information

You may not share someone else's personal or private information or communications without their express authorization and permission. This behaviour, some of which is referred to as doxing, is strictly prohibited. Likewise, you may not threaten to share sensitive personal information or encourage other people to do it.

Examples of prohibited sharing without permission:

- Location and contact information, such as a person's home address, phone numbers, and email addresses
- Financial information, such as a person's bank account details
- Court or other legal documents that aren't easily accessible to the public
- Intimate personal and/or private content relating to another person. Examples:
  - Explicit messages or photos created by the targeted person
  - Explicit pictures, photographed without the knowledge of the targeted person
- Present harmful deep fakes or other inauthentic information about a person as authentic

What is not a violation?

- Users sharing their own information
- Users sharing official contact information for public officials

We also consider the intent of the person who shares the information. If we believe a person is acting with malicious intent, this will factor into the policy decision and may also impact the penalty.

## 7. Off-platform Abuse

In evaluating potential violations, we may consider relevant off-platform actions. For example, if a Cele Live broadcaster, at odds with a broadcaster, released sensitive personal information about them on another social media platform.

For such cases, we will need clear, verifiable evidence.

# **CELE LIVE's Policy Against Child Sexual Exploitation, Abuse and Nudity**

Last updated: 27 March, 2022

Cele Live has a zero-tolerance approach to any acts of abuse, exploitation and/or sexualization involving children. Any users not upholding Cele Live's policies for protecting minors (anyone under the age of 18) as outlined below face removal from Cele and potential actions by law enforcement.

## Policies

- I. You must be 18 years of age or older to use Cele Live.
- II. Sexual exploitation, including solicitation, and abuse of minors (anyone under the age of 18) is prohibited. Incidents involving minors will be reported to NCMEC and/or other authorities in accordance with applicable law. In evaluating incidents, Cele Live may also consider evidence of such activity occurring off-platform.
- III. Users who have been convicted of crimes against children are prohibited from using Cele Live. Crimes include, but are not limited to, sexual assault, physical abuse or neglect, and trafficking.
- IV. Cele Live uses automated and manual systems to detect underage activity as well as Child Sexual Exploitation and Abuse ("CSEA"). Any attempt to circumvent these systems is prohibited.
- V. Sexual fetishization of minors is prohibited. This includes discussions, sexualized playacting, or wearing sexualized clothing associated with minors, such as a schoolgirl uniform.
- VI. Child nudity is prohibited. This includes accidents, such as a defiant toddler dashing away from a bath -- such images or videos can be misappropriated by others regardless of your intent. The safest approach is to avoid risky situations.
- VII. Child nudity or sexual fetishization may not be depicted in drawings, animations, or other art forms.
- VIII. Engaging in, threatening, encouraging, or enabling acts of physical violence against children is prohibited.
- IX. The rest of our Community Guidelines may be found here.

If you become aware of potential violations of any of these policies, please use the in-app reporting system or email us at [contact@celelive.com](mailto:contact@celelive.com).

## Additional Resources

If you become aware of child exploitation or abuse of minors elsewhere on the internet or offline, we recommend you contact one of the following, based on your location:

- North America, Australia, New Zealand: National Centre for Missing & Exploited Children (NCMEC)



- Europe: Law Enforcement Reporting Channels for Child Sexual Coercion and Extortion
- South America and other locales: International Centre for Missing & Exploited Children global hotline

# **CELE LIVE Cookie Policy**

Last updated: 27 March, 2022

Cele Live understands that your privacy is important to you and are committed to being transparent about the technologies it uses. This Cookie Policy explains how and why cookies, web beacons, pixels, clear gifs, and other similar technologies (collectively “Cookies”) may be stored on and accessed from your device when you use or visit any website or app that posts a link to this policy. This Cookie Policy should be read together with our Privacy Policy. This Cookie Policy may be changed by us at any time.

By using services and products provided by Cele Live (the “Cele Services”), you consent to information handling practices and storage and access of cookies as set force in this policy in an express way.

We hope that this policy helps you become familiar with the types of cookies stored on our app and the function of such cookies. If you have any further queries, please contact us at **[contact@celelive.com](mailto:contact@celelive.com)**.

## 1. Definition of a Cookie

A cookie is a small text file that can be stored on and accessed from your device when you visit our apps, to the extent you agree. They can do this because software applications or websites can read and write these files, enabling them to recognize you and remember important information that will make your use of software application more convenient (e.g., by remembering your user preferences). Cookies help us provide, protect and improve the Cele Services, such as by personalizing content and providing a safer experience.

## 2. Types of Cookies Used

We list the different types of cookies stored on our app or website below:

- i. Necessary Cookies.

These cookies are necessary for the Cele Services to function and cannot be switched off in our systems. Without these cookies, services you have asked for, such as accessing secure areas of the app or paid for content, cannot be provided. These cookies are essential for using the app and therefore cannot be turned off without severely affecting your use of the website.

Necessary cookies on the Cele Services are for, but not limited to, the following purposes:

- a. Used for determining users' ID and connecting to the server.
- b. To save user login state and query user information.
- c. Used to save the nicknames of users.
- d. Used to save users' profile pictures.
- e. Used to save users' profile pictures.

ii. Functionality Cookies.

These Cookies let us operate the Cele Service in accordance with the choices you make. These cookies permit us to "remember" you in-between visits. For instance, we will recognize your user name and remember how you customized websites and services, for example by adjusting text size, fonts, languages and other parts of web pages that are alterable, and provide you with the same customizations during future visits.

Functionality Cookies on the Cele Services are for, but not limited to, the following purposes:

- a. Further information
- b. Used to remember an abbreviation of a country selected by a user when logging in.
- c. Used to remember the name of a country selected by a user when logging in.
- d. To remember the phone prefix of the country where a user is located.
- e. To remember whether a user logs into the app for the first time.
- f. To remember whether a user enters a live streaming room for the first time.

iii. Cookies Used by Third Parties.

In some circumstances, we may work with third parties to provide services on the app or the website. In addition, third-party may use their cookies to collect information about your activities. Information collected by them may include personal information, such as internet protocol (IP) address, browser type and version, time zone setting and location, operating system on the devices you use to access our app or website.

As the Cele Services do not control these cookies offered by third parties, please refer to the relevant third party's website to disable or reject third-party cookies. For Extensions in particular, we encourage you to visit an Extension's detail pages to

review any privacy policy posted by the relevant developer, which may include additional information on their cookie practices.

Third-party cookies on the Cele Service are for, but not limited to, the following purposes:

- a. Used to help remember activities and choices of users when users login to the app of Cele Live.
- b. Used to help remember activities and choices of users when users login to the app of Cele Live.
- c. Used to help remember activities and choices of users when users login to the app of Cele Live.
- d. Used to help remember activities and choices of users when users login to the app of Cele Live.
- e. Used for helping remember activities and choices of users when users login to the app of Cele Live.
- f. Used for helping remember activities and choices of users when users login to the app of Cele Live.
- g. Key used for Twitter login
- h. For Facebook login
- i. For Facebook login

### 3. Cookies Control

You may be able to refuse or disable cookies by adjusting your browser settings. Because each browser is different, please consult the instructions provided by your browser. Please note that you may need to take additional steps to refuse or disable certain types of Cookies. In addition, your opt-out selection is specific to the particular browser or device that you are using when you opt out, so you may need to opt-out separately for each browser or device. If you choose to refuse, disable, or delete Cookies, some of the functionality of the Platform may no longer be available to you.

# **CELE LIVE Broadcaster Agreement**

Last updated: 27 March, 2022

## 1. Special Notices

1.1 This CELE LIVE Broadcaster Agreement (this “Agreement”) governs your usage of our live streaming services, via which you could broadcast on CELE LIVE (hereinafter, “Broadcasting Services”). You are one party and the other party is Cele Live Pte. Ltd. (“we” or “CELE LIVE”), a company with its registered address at 111 North Bridge Road #04-46 Peninsula Plaza, Singapore 179098. For the purposes of this Agreement, you and CELE LIVE will be jointly referred to as the “Parties” and respectively as a “Party”.

1.2 While using our Broadcasting Services, you are deemed to be our vendor and must abide by all applicable laws and regulations, and CELE LIVE community guidelines, which may be updated from time to time at our sole discretion. By continuing to perform as broadcaster, you agree to be bound by the revised Agreement.

1.3 You may only be our broadcaster if you are 18 years or older, and if you are not subject to statutory age limits to enter into this Agreement according to the applicable laws and regulations in your country. You may not falsely claim you have reached the minimum age.

1.4 These terms shall be read in conjunction with the CELE LIVE User Agreement. Except otherwise provided, all capitalized terms shall have the same meaning as defined in the CELE LIVE User Agreement.

## 2. Terms of Use

2.1 You are responsible for the accuracy of information that you provide to CELE LIVE, and upon request from CELE LIVE, you must verify the accuracy of the information given.

2.2 You may not create CELE LIVE accounts for others, or allow others to use your CELE LIVE account. You shall immediately notify CELE LIVE if you discover unlawful use of your account by others.

2.3 In consideration of our Broadcasting Services, you agree that CELE LIVE has the right to place advertisements or other types of commercial information, including the CELE LIVE logo, in the streaming room.

2.4 While using our Broadcasting Services, you must abide by all applicable laws and regulations, and CELE LIVE community guidelines, which may be updated from time to time at our sole discretion.

2.5 You may only share information that you are comfortable sharing with the public. You may not distribute via CELE LIVE any content that may be considered:

2.5.1 pornographic, obscene or indecent, or any adult content, including any form of child exploitation;

2.5.2 excessively violent, including any content that is related to death or serious injury;

2.5.3 depicting, encouraging or assisting suicide or self-harm;

2.5.4 rumours, false or misleading information;

2.5.5 hateful speech or conduct, including any content that promotes racism, terrorism, ageism or sexism;

2.5.6 profane, blasphemous or any content that may offend people of certain faith, or otherwise related to religion;

2.5.7 related to gambling, abortion, weapon, or other highly explosive subject matter;

2.5.8 abusive, libellous, or otherwise harassing other people or group;

2.5.9 spam, junk mail or other unsolicited advertisement;

2.5.10 other content that in the judgement of CELE LIVE are negative contents or otherwise not suitable for distribution.

2.6 You may not impersonate any other individual, entity, governmental agency or organizations.

2.7 You may not publish or distribute other people's private information without their express authorization and permission.

2.8 You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish or distribute any copyrighted or proprietary works. You are solely responsible for obtaining such licenses, rights, consents, and permissions.

2.9 You may not publish or link to any malicious code, phishing website or other content that may threaten the security of the Internet.

2.10 CELE LIVE has the right to review and monitor your broadcasting on CELE LIVE. CELE LIVE will evaluate your performance and give rewards based on various factors including streaming time, compliant issues, rewarded virtual gifts, etc. CELE LIVE shall have the right to comment and make suggestions about the performance content and you agree to adjust accordingly in three days.

2.11 If CELE LIVE, at its sole discretion, reasonably believes that you have violated the CELE LIVE Broadcasting Agreement, CELE LIVE may freeze, suspend, disable, ban or revoke your account. You understand that any virtual gift associated with your account will be frozen, suspended, disabled, banned or revoked as well.

2.12 If CELE LIVE discovers or reasonably suspects that any of your virtual gift is acquired in a fraudulent or illegal manner, or is in an abnormal status, CELE LIVE may freeze, suspend, disable, ban or revoke such virtual gift.

2.13 If your account is frozen, suspended, disabled, banned or revoked, you may not create a second account or ask any other person to create a second account for you.

2.14 If you violate any Terms of Use, you shall indemnify and hold harmless of CELE LIVE against any liability resulting from a claim by a third party in relation to your violation.

### 3. Intellectual Property Rights

3.1 All text, data, images, graphics, audio and/or video information and other materials within the Broadcasting Services provided by CELE LIVE are property of CELE LIVE and are protected by copyright, trademark and/or other property rights laws. Nothing in this Agreement shall be construed as conferring any license of any intellectual property rights or such materials by CELE LIVE to you.

3.2 By using and/or uploading any live stream content or other content through Broadcasting Services to publicly accessible areas of CELE LIVE website, you grant to CELE LIVE and its sub-licensees the permission, free, permanent, irrevocable, non-exclusive and fully sub-licensable rights and license, without any territorial or time limitations and without requiring any approvals and/or compensations, to use, copy, modify, adapt, publish, translate, edit, dispose, create derivative works of, distribute, perform and publicly display such content (in whole or in part), and/or incorporate such content into existing or future forms of work, media or technology.

#### 4. Indemnity

4.1 You shall be fully responsible for any risks involved in using Broadcasting Services. Any use or reliance on Broadcasting Services will be at your own risk.

4.2 Under no circumstance does CELE LIVE guarantee that the Broadcasting Services will satisfy your requirements, or guarantee that the Broadcasting Services will be uninterrupted. The timeliness, security and accuracy of the Broadcasting Services are also not guaranteed. You acknowledge and agree that the Broadcasting Services is provided by CELE LIVE on an “as is” basis. CELE LIVE makes no representations or warranties of any kind express or implied as to the operation and the providing of such Broadcasting Services or any part thereof. CELE LIVE shall not be liable in any way for the quality, timeliness, accuracy or completeness of the Broadcasting Services and shall not be responsible for any consequences which may arise from your use of such Broadcasting Services.

4.3 CELE LIVE does not guarantee the accuracy and legality of any external links that may be accessible by using the Broadcasting Services and/or any external links that have been placed for your reference only. CELE LIVE shall not be responsible for the content of any linked site or any link contained in a linked site, and CELE LIVE shall not be held responsible or liable, directly or indirectly, for any loss or damage in connection with the use of the Services by you. Moreover, CELE LIVE shall not bear any responsibility for the content of any webpage that you are directed to via an external link that is not under the control of CELE LIVE.

4.4 CELE LIVE shall not bear any liability for the interruption of or other inadequacies in the Services caused by circumstances of force majeure, or that are otherwise beyond the control of CELE LIVE. However, as far as possible, CELE LIVE shall reasonably attempt to minimize the resulting losses of and impact upon you.



## 5. Legal Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to choice of law principles. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English.

## 6. Other Terms & Conditions

6.1 Other than as stipulated by this Agreement, no other rights are vested in either Party to this Agreement.

6.2 If any provision of this Agreement is rendered void or unenforceable by competent authorities, in whole or in part, for any reason, the remaining provisions of this Agreement shall remain valid and binding.

6.3 The headings within this Agreement have been set for the sake of convenience, and shall be disregarded in the interpretation of this Agreement.