

BEJOINT Privacy Policy

Latest update: Jan 2020

Reminders

Your trust is all-important. Fully aware of the significance of the personal information to you, we will take the corresponding safety protection measures according to laws and regulations, so as to ensure your personal information is safe and controllable. In view of the above, Oceanhigh Ltd. (hereinafter referred to as “BEJOINT” or “we”) formulates this *Privacy Policy* (hereinafter referred to as “this Policy” or “this privacy policy”) and hereby kindly reminds you:

This Policy is applicable to all products and services that BEJOINT provides. Where the products or services of us or affiliated companies (see “Terms and Definitions” for the specific scope) involve the products or services that BEJOINT provides (e.g. login via BEJOINT account) without formulating the independent privacy policy, this Policy also applies to such products or services. Should we and affiliated companies formulate privacy policy separately, the corresponding products or services shall be governed by such privacy policy.

Before using various products or services that BEJOINT provides, please read through and fully understand this Policy, particularly for those in bold/underlined in bold. Make sure you use the products or services after your full understanding and agreement. For any question, opinion or suggestion about any contents herein, please feel free to contact us through any way possible that BEJOINT provides.

Part 1 Terms and Definitions

BEJOINT platform: Refers to the mobile client software of exchange platform that we develop and operate for users’ uploading and sharing original design.

BEJOINT service: Refers to all kinds of services that we provide through BEJOINT platform, including but not limited to uploading, sharing and exchanging original design on the BEJOINT platform, participating in online illustration competition and offline activity organized by the BEJOINT platform and becoming a platform illustrator by signing a contract with the BEJOINT platform.

Personal information: Refers to various kinds of information, which is recorded in electronic or other forms, and can be used to recognize the identity of a specific natural person or reflect the activities of a specific natural person, either independently or through combination with other information.

Personal sensitive information: Refers to the personal information including identity certificate No., personal biometric information, bank account, property information, whereabouts, transaction information and information about children at and under 14 (inclusive) (we will mark the specific personal sensitive information in bold in this Policy).

Personal information deletion: Means removing personal information from the system involving daily business function, so that the information will not be retrieved or accessed.

Children: Refer to minors under the age of 14.

The definitions herein have the same meanings with those in *BEJOINT User Service Agreement*, unless otherwise agreed.

Part 2 Privacy Policy

By learning this Policy, you will know,

- I. Information Collection and Use
- II. Information Sharing, Transferring and Disclosure
- III. Information Protection

- IV. Information Management
- V. Treatment of Minors' Information
- VI. Global Transfer of Information
- VII. Update of This Policy
- VIII. Contacts

I. Information Collection and Use

For your use of our products and/or services, we need/may need to collect and use your information, including the following two types:

1. To realize the basic function of providing our products and/or services for you, you need to authorize us to collect and use necessary information. Otherwise, you will be disqualified from using our products and/or services normally.

2. To realize the additional function of providing our products and/or services for you, you may authorize us to collect and use information. Otherwise, you will be disqualified from using relevant additional function or unable to achieve the functional effect we expect, which, however, does not affect your normal use of the basic function of our products and/or services.

You shall understand and agree:

1. We are devoted to creating products and services as diversified as possible to meet your demand. In consideration of the varieties of products and services and the difference of products/services that different users choose, the basic/additional functions and type and scope of personal information collected and used may vary accordingly. Please refer to the specific products/services.

2. For the purpose of bringing you better products and service experience, we keep improving our technology, and thereupon, launch new or optimized functions from time to time; for the purpose above, we may collect and use the new personal information or change the purpose or mode of personal information use. For that reason, we will explain to you the collection purpose and scope of and how we use the corresponding information by the means (e.g. update of this Policy, popup window and page prompt) and provide the approach by which you can approve the use independently. We will collect and use the information after obtaining your expressed consent. For any question, opinion or suggestion in the process, please feel free to contact us through any way possible that BEJOINT provides. We will give an answer ASAP!

We will collect and use your personal information, to realize the following functions under this Policy:

(i) Help you become our member

1. We divide BEJOINT users into different types based on user permissions. Upon filling in all the information according to registration page prompt, such as your correct registered email, password, name, mobile phone number, etc., reading and agreeing on the user agreement and finishing all registration procedures, you can obtain a BEJOINT platform account and become BEJOINT user, who is able to get access to the basic permissions for using the BEJOINT platform thereafter.

In case of using any of our services in need of verification prior to use (e.g. uploading), you shall go through verification procedure according to our relevant rules. You will enjoy relevant service permission after passing the BEJOINT platform review.

2. Login authorization: We may share your account information (portrait, nick name, etc. in page prompt) with a third party upon your approval, so that you could make registration or login via a third-party account easily. We may also acquire your third-party account information from the third party based on your authorization and bind with your BEJOINT platform, so that you could log in and use our products and/or services directly through the third-party account. We will use your relevant information within the scope that you authorize.

3. Account information exhibition: Should you have already had a BEJOINT platform account, we may display your information as said above in BEJOINT platform service, including your personal information through the BEJOINT platform centrally. You may choose not to fill in relevant information (e.g. region and introduction) and/or upload portrait while registering, but you have explicitly known that your user nick name, uploaded portrait and the region and introduction stated therein will be displayed on the BEJOINT platform. We respect all your choices regarding the settings on the BEJOINT platform services and account.

(ii) Provide works exhibition information for you

When you get access to our services, we may collect your use status automatically and store it as network log information, so as to recognize account abnormality and provide you with page exhibition and search result meeting your demand more, including:

Device information: We will receive and record relevant information of the device you use (including software and hardware characteristic information such as device model, operating system version, device setting, UDID, device environment and mobile APP list) and relevant information of device location (including sensor information that you authorize, such as GPS location, WLAN access point , Bluetooth and base station) according to your specific operating status in software installation and/or use.

Service log information: While you are using the services that our website or client provides, we will collect the use details of our services automatically and save them as service log, including browse, click to view, search query, follow, comment, information release, IP address, browser type, telecom operator, use language and visit date and time.

Important: Individual device information and service log information cannot be used to recognize the specific natural person. Where we combine this kind of non-personal information with other information to recognize the identity of specific natural person or use it together with personal information, such kind of non-personal information shall be deemed as personal information during the combination, and we will anonymize and de-identify the information, unless otherwise authorized by you or specified by laws and regulations.

To provide you more convenient information exhibition, search and push services that better meet your personalized demand, we will extract your preference characteristics based on your device information and the use information you browse using BEJOINT client and develop indirect group portrait based on the characteristic label so as to exhibit and push information, activity and possible commercial advertisement.

We try to guarantee your browse experience. You can unsubscribe or close our services if unwilling to receive the commercial advertisement we send to you.

In addition, we may also use your information above in order to improve and optimize the above functions constantly.

(iii) Provide “follow, rating, comment and share” functions for you

While browsing our client, you can give rating on or leave a message for the works you are interested in, establish “follow” relationship with other members you show interest in and share information with a third party through our functional components. During your use of the above functions, we will collect service log information including your rating, comment, follow relationship and sharing history, to realize the above function and other purpose we explicitly inform.

(iv) Help you release dynamics through the BEJOINT platform

Once you meet our employment requirements for illustrator and become an illustrator recognized by the BEJOINT platform after the definite operating steps, you can, within the scope permitted by us, release your dynamics and share your works through BEJOINT. BEJOINT has the

right, while you use the above functions, to exhibit your uploaded contents to unspecified users all over the world through our services, and you shall authorize BEJOINT to spread and use your uploaded contents only for the purpose of promoting the BEJOINT platform on the basis of author's signature. We commit that we will not modify or use your works for profit-earning directly or trade them without your consent.

(v) Provide public information release function (e.g. comment) for you

You can publicly release information through the information release functions we provide (e.g. comment) and we may judge whether you can get access to the corresponding functional permission according to your membership type and network log information.

Important: The information you publicly release may involve personal information of you and others and even personal sensitive information. Please think more carefully whether to share and even publicly share relevant information before using our services. If the information you publicly release involves children's personal information, you shall obtain the approval of their guardians prior to the release.

(vi) Provide safety guarantee for you

In order to improve the safety for the use of our services, protect you or other users or the public from personal and property damage, prevent safety risks (e.g. phishing site, fraud, network vulnerability, computer virus, network attack and Internet intrusion) better and recognize the circumstance in violation of laws and regulations or relevant agreement rules of BEJOINT, we will embed the application security SDK developed by our affiliated companies to collect your device information and service log information. We also may use or integrate your membership information, device information, service log information and the information that our affiliated companies and partners obtain or share according to laws, to judge your account risk comprehensively, verify and test the identity and prevent safety event and take necessary records, audit, analysis and disposal actions by laws.

(vii) Others

1. If the information you provide contains the personal information of other users, please DO make sure you have obtained the legitimate authorization. In case of any children's personal information therein, you shall obtain the corresponding guardian's approval ahead of the release. Under the case stated above, the guardian has the right to contact us through the channel described in Article 8 herein to request correcting or deleting the contents involving children's personal information.

2. We will obtain your approval before using your information for other purposes not mentioned herein, using the information collected for designated purpose or for other purpose or obtaining your personal information from a third party actively.

Should we obtain your information indirectly from a third party, we will raise an explicit written request to the third party to collect the personal information after obtaining your approval according to laws and notify you of the information contents to be shared in advance; if, however, there is any sensitive information, the third party shall obtain your definite confirmation ahead of the provision. The third party shall also make commitments on the legitimacy and compliance of personal information source. In case that the third party violates the provisions hereof, we will raise an explicit request to the opposite party to bear the corresponding legal liabilities arising therefrom. Meanwhile, our professional safety team will reinforce the security for personal information (including report, encrypted storage, access control, etc. of sensitive information). We will protect the indirectly obtained personal information by taking protection means and measures not lower than those for user's personal information.

3. Exceptions of Authorization

You need to fully understand and agree: We can collect and use your personal information without your authorization, and may refuse to respond to your request on correction/modification, deletion, cancellation, withdrawal of consent and information claim in the following cases:

- (1) Information involving national safety and national defense security;
- (2) Information involving public safety and health and major public interests;
- (3) Information involving judicial or administrative enforcement (e.g. crime detection, prosecution, trial and execution of judgment);
- (4) Information that we must use for the sake of your and others' significant legitimate rights and interests (e.g. life and property) although you hardly approve our use;
- (5) Personal information you disclose to the public actively;
- (6) Personal information collected from the information legally disclosed through the channels (e.g. legitimate news report and government information publicity);
- (7) Information required for signing and performing relevant agreement or other written documents;
- (8) Information for maintaining the operation safety and stability of the products/services provided, e.g. discovering and disposing products and/or service failure;
- (9) Information required for legitimate news report;
- (10) Information required by academic research institution's statistics or academic research based on public interests on the basis of de-identifying the personal information contained in the outcome when offering academic research to external parties or describing the outcome;
- (11) Other circumstances specified by laws and regulations.

Important: Where we process your personal information by necessary means (e.g. technical measures) according to applicable laws so that the data receiver is unable to re-identify and restore specific person, or we may also study, make statistical analysis and predict the information collected through de-identification to improve BEJOINT's contents and layout, provide support for commercial decisions and improve our services (including using anonymous data for machine learning or model algorithm training), we can use the processed data without sending you a prior notice and asking for your consent.

4. Should we stop running the BEJOINT platform services, we will stop collecting your personal information in time, notify you of the operation stop one by one or in the form of announcement and delete and anonymize the business shutdown-related personal information we hold. For the children's personal information contained therein, if any, we will send a notice on operation stop to their corresponding guardian in time.

II. Information Sharing, Transferring and Disclosure

(i) Sharing

We DO never share your personal information with any companies, organizations or individuals, except for the circumstances set forth below:

1. Sharing under legitimate circumstance: We may share your personal information according to laws and regulations, and based on the demands of litigation and dispute resolution or the administrative and judiciary authorities' requirements.
2. Sharing after acquiring your explicit consent: We will not share your personal information with other parties without your explicit consent.

(ii) Transfer

We will not transfer your personal information to any company, organization or individual, except for the cases set forth below:

1. Transfer with your explicit consent: We will transfer your personal information to other parties after obtaining your explicit consent;
2. In case of personal information transfer once BEJOINT service provider is subjected to merger, acquisition or bankruptcy liquidation or other circumstances involving merger, acquisition

or bankruptcy liquidation, we will request the new company or organization holding your personal information to accept the constraint of this Policy; otherwise, we will request the company, organization or individual to ask for authorization and consent again to you.

(iii) Public disclosure

We publicly disclose your personal information only in any of the following cases:

1. We may publicly disclose your personal information with your explicit consent or active choice;

2. Upon confirming you have violated laws and regulations or seriously breached the relevant agreement and rules of the platform or for the purpose of protecting the BEJOINT platform users' or the public' personal and property from being damaged, we may disclose your personal information according to laws and regulations or with your consent, including relevant nonperformance and measures that BEJOINT has taken against you.

(iv) Exceptions of authorization ahead of sharing, transfer and public disclosure of personal information

We may not obtain your authorization prior to sharing, transfer or public disclosure of your personal information in any of the following cases:

1. Information involving national safety and national defense security;

2. Information involving public safety and health and major public interests;

3. Information involving judicial or administrative enforcement (e.g. crime detection, prosecution, trial and execution of judgment);

4. Information that we must use for the sake of your and others' significant legitimate rights and interests (e.g. life and property) although you hardly approve our use;

5. Personal information you disclose to the public actively;

6. Personal information collected from the information legally disclosed through the channels (e.g. legitimate news report and government information publicity);

Important: Where we process your personal information by necessary means (e.g. technical measures) according to applicable laws so that the data receiver is unable to re-identify and restore specific person, we can share, transfer and publicly disclose the processed data without sending you a prior notice and asking for your consent.

III. Information Protection

(i) We have adopted reasonable and feasible safety protection measures meeting industry standards, so as to avoid unauthorized access, public disclosure, use, modification, damage or loss of the personal information. For example, data exchange between your browser and server is under SSL protocol encryption protection. We will use encryption technology to improve the safety of personal information; trusted protection mechanism to avoid personal information suffering hostile attack; deploy access control mechanism to try to make sure only authorized personnel could access personal information; offer safety and privacy protection training courses to enhance employees' awareness on significance of personal information.

Our specially assigned personnel are responsible for protecting children's personal information and setting information access permission strictly. We minimize the working staff that may get access to children's personal information and take technical measures to record and control the behavior of workers processing children's personal information, for fear of illegally duplicating and downloading the information.

(ii) We will take reasonable and feasible actions to avoid collecting irrelevant personal information as far as possible. We only reserve your personal information within the period necessary for reaching the purpose as described herein, unless otherwise compulsively specified by laws and regulations.

Upon the expiration of retention period of personal information, we will delete your personal information according to applicable laws or anonymize it.

(iii) Internet is not an absolute safe environment, so you are highly suggested not to send your personal information by the communication means not recommended by the BEJOINT platform while using services that the platform provides. You can establish relationship and share to each other through our services. While using our services to create exchange, transaction or share, you can select the object to communicate, trade or share independently as a third party who can view your relevant information (e.g. transaction contents, contacts, exchange information or shared contents).

Important: The information you voluntarily share and even publicly share while using our services may involve personal information of you and others and even personal sensitive information. Please think more carefully whether to share and even publicly share relevant information while using our services.

Please set a complex password to assist us in ensuring your account safety. We will try to ensure the safety of any information you send to us. Where the information is accessed without authorization or disclosed publicly or is tampered or destroyed due to damage of our physical, technical or management protection facilities, impairing your legitimate rights and interests, we shall bear corresponding legal liability thus caused.

(iv) For a safety accident of personal information, we will notify you of the contents set forth below according to laws and regulations: Basic information and possible influence of the safety accident, disposal measures we have or will adopt, suggestions on your risk prevention and reduction and remedial measures offered to you. We will notify you of relevant information about the accidents by such means as email, letter, phone and push notice. We will make announcement reasonably and effectively if we could hardly notify all personal information subjects one by one.

According to the existing emergency plan against children's information safety accident, we organize relevant internal employees to participate in emergency response training and emergency drill regularly, so that they could master the post responsibilities and emergency disposal strategies and regulations. In case of a safety accident regarding children's personal information, we shall notify the corresponding guardian in time according to laws and regulations: Basic information and influence that safety accident may bring, disposal measures we have or will adopt, suggestions to children and their guardians about autonomous prevention and risk reduction and remedial measures offered to children and their guardians. We will notify children and their guardians of relevant accident information in time by APP push notification, email/SMS, etc. If unable to notify them one by one, we will release relevant warning information by reasonable and effective means. Meanwhile, we will also escalate the disposal of safety accident of children's personal information actively according to supervision department's requirements and bear the corresponding legal liability according to laws for any damage of children's and their guardians' legitimate rights and interests.

In the meantime, we will escalate the disposal of personal information safety accident according to supervision department's requirements.

IV. Information Management

You can access and manage your information by the means set forth below:

(i) Inquire, correct and supplement your information:

You have the right to inquire, correct or supplement your information as per the steps set forth below:

Log in mobile BEJOINT client, enter "Mine - Edit personal information" to inquire, correct or supplement the information such as nick name, sex and location;

(ii) Delete your information

You can delete part of your information as per the steps listed in "(i) Inquire, correct and supplement your information":

You can request us to delete your personal information in any of the following cases:

1. We process your personal information in violation of laws and regulations;
2. We collect or use your personal information without your explicit consent;
3. We process personal information in violation of your agreement seriously;
4. You do not use our products or services any longer or cancel account actively; or
5. We will no longer provide products or services for you permanently.

In case of deciding to respond to your deletion request, we will also try to notify the subjects that have obtained your personal information from us and request them to delete the information in time (unless otherwise agreed by laws or the subjects have obtained your authorization).

As we may probably be unable to delete the corresponding information from backup system immediately owing to applicable laws and safety technology after you delete relevant information either independently or with our assistance, we will store your personal information properly and further process and isolate it, until we could remove the information from backups or anonymize it.

(iii) Change scope of your authorization

Every business function cannot be realized without some basic personal information (see Part 1 herein). Besides, you can withdraw your authorization. Upon your withdrawal, we will not process the corresponding personal information any longer, but your decision of withdrawal does not affect the personal information processed based on your authorization.

(iv) Cancel your account

You can apply to cancel your account. We will stop providing products or services and delete or anonymize your personal information according to applicable laws after you cancel account actively.

(v) Respond to your above request

For the sake of safety, you may need to provide written request or testify your identity by other means. We may request you to verify your identity first before dealing with your request.

We will send you a reply within 15 days. In principle, we charge no fee for your reasonable request, but will charge definite fee as appropriate if the request is oft repeated and beyond the reasonable limit. We may refuse any your request for information not directly related to your entity or the information with unwarranted repetition, entailing excessive technical means (e.g. developing a new system or changing the existing practice fundamentally) and bringing risks to others' legitimate rights and interests or is unrealistic.

We will be unable to respond to your request in any of the following cases:

1. Information involving national safety and national defense security;
2. Information involving public safety and health and major public interests;
3. Information involving crime detection, prosecution, trial and execution of judgment;
4. Full evidence to demonstrate that the subject of personal information has subjective act of bad faith or abuses rights;
5. Response to your request will seriously impair the legitimate rights and interests of you or other individual or organization seriously; or
5. Information involving commercial secrets.

V. Treatment of Minors' Information

Notice for children's guardian

Children's guardian should read and agree on the *Special Privacy Agreement for Children* when any minor states he/she is a child under 14.

Notice for juvenile's guardian

Juvenile at 14-18 shall read and agree on the provisions and inform his/her guardian to read this Policy and contact us for any cancellation or question about our services.

We have acknowledged the special responsibilities for protecting juveniles' private information. We hereby urge guardians to guide juvenile not to divulge their own true name, address or phone to others online.

VI. Global Transfer of Information

We store the personal information collected and developed while operating within the territory of the People's Republic of China, except for the circumstances set forth below:

1. Explicit provisions of applicable laws;
2. Obtain your explicit authorization;
3. Individual active behaviors (e.g. Internet cross-border transaction).

Oriented to the above circumstances, we hereby commit to protect your personal information as much as we could according to this Policy.

VII. Update of This Policy

We may change this Policy.

We do not restrict your rights according to this Policy without your explicit consent, and will release any change to this Policy on a special page.

We will also send more obvious notice in case of a major change, including notifying you in the form of publicity and even providing popup window for you.

The major change as mentioned herein includes but is not limited to:

1. Significant change of our service mode, e.g. processing purpose, type of personal information processed and use mode of personal information;
2. Substantial change in the such aspects as control power, e.g. change of information controller arising out of M&A and reorganization;
3. Change of main object for personal information sharing, transfer or public disclosure;
4. Substantial change of your rights of participating in personal information processing and exercising mode;
5. Change of our departments in charge of personal information safety, contacts and complaint channel;
6. High risks shown in impact assessment report of personal information safety.

VIII. Contacts

Please feel free to contact us through any way possible set forth below. We will send you a reply within 15 days:

1. If any question, opinion or suggestion about any contents of this Policy or children's personal information, please feel free to contact us:
2. Complain to us about any divulging of personal information;
3. Contact our special department for personal information protection through sayhi@bejoint.com.

If you are dissatisfied with our reply, particularly when you do believe our processing for personal information impairs your legitimate rights and interests, you can file a lawsuit to court with right of jurisdiction at the defendant's site.

BEJOINT 隐私政策

最近更新日期： 2020 年 1 月

提示条款

您的信任对我们非常重要，我们深知个人信息对您的重要性，我们将按法律法规要求，采取相应安全保护措施，尽力保护您的个人信息安全可控。鉴于此，深圳前海海上的鸟科技有限公司（下称“BEJOINT”或“我们”）制定本《隐私权政策》（下称“本政策/本隐私权政策”）并提醒您：

本政策适用于 BEJOINT 提供的所有产品和服务。如我们及关联公司（范围详见定义部分）的产品或服务中使用了 BEJOINT 提供的产品或服务（例如使用 BEJOINT 账户登录）但未设独立隐私权政策的，则本政策同样适用于该部分产品或服务。我们及关联公司就其向您提供的产品或服务单独设立有隐私权政策的，则相应产品或服务适用相应隐私权政策。

在使用 BEJOINT 各项产品或服务前，请您务必仔细阅读并透彻理解本政策，特别是以粗体/粗体下划线标识的条款，您应重点阅读，在确认充分理解并同意后再开始使用。如对本政策内容有任何疑问、意见或建议，您可通过 BEJOINT 提供的各种联系方式与我们联系。

第一部分 定义

BEJOINT 平台：指由海上的鸟开发并运营的用户上传、分享原创设计的交流平台移动客户端软件。

BEJOINT 服务：指海上的鸟通过 BEJOINT 平台向您提供的各项服务，包括但不限于在 BEJOINT 平台中上传、分享原创设计、交流原创设计、参与 BEJOINT 平台组织的线上插画比赛、参与 BEJOINT 平台组织的线下活动、与 BEJOINT 平台签约作为平台插画师等。

个人信息：指以电子或者其他方式记录的能够单独或者与其他信息结合识别特定自然人身份或者反映特定自然人活动情况的各种信息。

个人敏感信息：指包括身份证件号码、个人生物识别信息、银行账号、财产信息、行踪轨迹、交易信息、14 岁以下（含）儿童信息等的个人信息（我们将在本隐私权政策中对具体个人敏感信息以粗体进行显著标识）。

个人信息删除：指在实现日常业务功能所涉及的系统去除个人信息的行为，使其保持不可被检索、访问的状态。

儿童：指不满十四周岁的未成年人。

除另有约定外，本政策所用定义与《BEJOINT 用户服务协议》中的定义具有相同的涵义。

第二部分 隐私权政策

本隐私权政策部分将帮助您了解以下内容：

- 一、我们如何收集和使用您的信息
- 二、我们如何共享、转让、公开披露您的信息
- 三、我们如何保护您的信息
- 四、您如何管理您的信息
- 五、我们如何处理未成年人的信息
- 六、您的信息如何在全球范围转移
- 七、本隐私权政策如何更新
- 八、如何联系我们

一、我们如何收集和使用您的信息

在您使用我们的产品及/或服务时，我们需要/可能需要收集和使用的您的个人信息包括如下两种：

1、为实现向您提供我们产品及/或服务的基本功能，您须授权我们收集、使用的必要的信息。如您拒绝提供相应信息，您将无法正常使用我们的产品及/或服务；

2、为实现向您提供我们产品及/或服务的附加功能，您可选择授权我们收集、使用的信息。如您拒绝提供，您将无法正常使用相关附加功能或无法达到我们拟达到的功能效果，但并不会影响您正常使用我们产品及/或服务的基本功能。

您理解并同意：

1、我们致力于打造多样的产品和服务以满足您的需求。因我们向您提供的产品和服务种类众多，且不同用户选择使用的具体产品/服务范围存在差异，相应的，基本/附加功能及收集使用的个人信息类型、范围等会有所区别，请以具体的产品/服务功能为准；

2、为给您带来更好的产品和服务体验，我们在持续努力改进我们的技术，随之我们可能会不时推出新的或优化后的功能，可能需要收集、使用新的个人信息或变更个人信息使用目的或方式。对此，我们将通过更新本政策、弹窗、页面提示等方式另行向您说明对应信息的收集目的、范围及使用方式，并为您提供自主选择同意的方式，且在征得您明示同意后收集、使用。在此过程中，如果您有任何疑问、意见或建议的，您可通过 BEJIONT 提供的各种联系方式与我们联系，我们会尽快为您作出解答。

我们会为实现本政策下述的各项功能，收集和使用您的个人信息：

（一）帮助您成为我们的会员

1. BEJOINT 用户依使用权限不同分为不同类型用户。当您按照注册页面提示填写您正确的注册邮箱、密码、名号、手机号码等信息，阅读并同意用户协议且完成全部注册程序后，您可获得 BEJOINT 平台账户并成为 BEJOINT 用户，享有 BEJOINT 平台使用的基本权限；

如您需使用 BEJOINT 平台的上传服务等需经认证后方可使用的服务，您还应根据 BEJOINT 相关规则进行认证，BEJOINT 平台经过审核通过后您才能享有使用相关服务的权限。

2. 授权登录：我们可能经您同意后向第三方共享您的账户信息（头像、昵称及其他页面提示的信息），使您可以便捷地实现第三方账户的注册或登录。此外，我们可能会根据您的授权从第三方处获取您的第三方账户信息，并与您的 BEJOINT 平台账户进行绑定，使您可以通过第三方账户直接登录、使用我们的产品及/或服务。我们将在您授权同意的范围内使用您的相关信息。

3. 账户信息展示：如果您已拥有 BEJOINT 平台账户，我们可能会在 BEJOINT 平台服务中显示您的上述个人信息，包括通过 BEJOINT 平台账户集中展示您的个人资料。您在注册时可以选择不填写区域和简介等相关信息及/或上传头像，但您明确知悉您的用户昵称、上传的头像以及填写的区域和简介将会显示在 BEJOINT 平台上。我们会尊重您对 BEJOINT 平台服务和 BEJOINT 平台账户设置所做的选择。

（二）为您提供作品信息展示

在您使用我们服务过程中，为识别账号异常状态、向您提供更契合您需求的页面展示和搜索结果，我们可能会自动收集您的使用情况并存储为网络日志信息，包括：

设备信息：我们会根据您在软件安装及/或使用中的具体操作，接收并记录您所使用的设备相关信息（包括设备型号、操作系统版本、设备设置、唯一设备标识符、设备环境、移

动应用列表等软硬件特征信息）、设备所在位置相关信息（包括您授权的 GPS 位置以及 WLAN 接入点、蓝牙和基站等传感器信息）。

服务日志信息：当您使用我们的网站或客户端提供的服务时，我们会自动收集您对我们服务的详细使用情况，作为服务日志保存，包括浏览、点击查看、搜索查询、关注、留言、发布信息，以及 IP 地址、浏览器类型、电信运营商、使用语言、访问日期和时间。

请注意，单独的设备信息、服务日志信息是无法识别特定自然人身份的信息。如果我们将这类非个人信息与其他信息结合用于识别特定自然人身份，或者将其与个人信息结合使用，则在结合使用期间，这类非个人信息将被视为个人信息，除取得您授权或法律法规另有规定外，我们会将这类信息做匿名化、去标识化处理。

为向您提供更便捷、更符合您个性化需求的信息展示、搜索及推送服务，我们会根据您的设备信息和您使用 BEJOINT 客户端时的浏览使用信息，提取您的偏好特征，并基于特征标签产出间接人群画像，用于展示、推送信息、活动和可能的商业广告。

我们努力保障您的浏览体验。如果您不想接受我们给您发送的商业广告，您可通过我们提供的方式进行退订或关闭。

此外，我们也会为了不断改进和优化上述的功能来使用您的上述信息。

（三）为您提供关注、评星、留言与分享功能

在您浏览我们客户端的过程中，您可以选择对感兴趣的作品进行评星、留言，与您感兴趣的其他会员建立关注关系、通过我们提供的功能组件向其他第三方分享信息。在您使用上述功能的过程中，我们会收集包括您的评星、留言、关注关系、分享历史在内的服务日志信息用于实现上述功能及其他我们明确告知的目的。

（四）帮助您通过 BEJOINT 平台发布动态

当您符合我们招募画师的要求，经过一定的操作步骤成为经 BEJOINT 平台认证的画师后，您可以在我们允许的范围内，通过 BEJOINT 发布您的动态，分享您的作品。在您使用上述功能的过程中，BEJOINT 有权通过本服务将您所上传的内容向全世界范围内不特定的网络用户展示，您将授权 BEJOINT 仅以宣传 BEJOINT 平台之目的，在署名作者的前提下传播和使用您上传的内容。BEJOINT 承诺未经您同意不会修改、利用前述作品直接盈利或贩卖前述作品的复制件。

（五）为您提供评论等信息公开发布功能

您可通过我们为您提供的评论等其他信息发布功能公开发布信息，我们可能会根据您的会员类型及网络日志信息判断您是否可享受对应功能权限。

请注意，您公开发布的信息中可能会涉及您或他人的个人信息甚至个人敏感信息。请您更加谨慎地考虑，是否在使用我们的服务时共享甚至公开分享相关信息。若您公开发布的信息中涉及儿童个人信息的，您需在发布前征得对应儿童监护人的同意。

（六）为您提供安全保障

为提高您使用我们提供服务的安全性，保护您或其他用户或公众的人身财产安全免遭侵害，更好地预防钓鱼网站、欺诈、网络漏洞、计算机病毒、网络攻击、网络侵入等安全风险，更准确地识别违反法律法规或 BEJOINT 相关协议规则的情况，我们在应用程序中嵌入我们关联公司开发的应用安全 SDK 收集您的设备信息、服务日志信息，并可能使用或整合您的会员信息、设备信息、服务日志信息以及我们关联公司、合作伙伴取得您授权或依据法律共享的信息，来综合判断您账户风险、进行身份验证、检测及防范安全事件，并依法采取必要的记录、审计、分析、处置措施。

（七）其他

1、若您提供的信息中含有其他用户的个人信息，在向 BEJOINT 提供这些个人信息之前，您需确保您已经取得合法的授权。若其中涉及儿童个人信息的，您需在发布前取得对应儿童监护人的同意，前述情形下监护人有权通过本政策第八条的途径联系我们，要求更正或删除涉及儿童个人信息的内容。

2、若我们将信息用于本政策未载明的其他用途，或者将基于特定目的收集而来的信息用于其他目的，或者我们主动从第三方处获取您的个人信息，均会事先获得您的同意。

若我们从第三方处间接获取您的信息的，我们会在收集前明确以书面形式要求该第三方在已依法取得您同意后收集个人信息，并向您告知共享的信息内容，且涉及敏感信息的在提供给我们使用前需经过您的明确确认，要求第三方对个人信息来源的合法性和合规性作出承诺，如第三方有违反行为的，我们会明确要求对方承担相应法律责任；同时，我们的专业安全团队对个人信息会进行安全加固（包括敏感信息报备、敏感信息加密存储、访问权限控制等）。我们会使用不低于我们对自身用户个人信息同等的保护手段与措施对间接获取的个人信息进行保护。

3、征得授权同意的例外

您充分理解并同意，我们在以下情况下收集、使用您的个人信息无需您的授权同意，且我们可能不会响应您提出的更正/修改、删除、注销、撤回同意、索取信息的请求：

- （1）与国家安全、国防安全有关的；
- （2）与公共安全、公共卫生、重大公共利益有关的；
- （3）与犯罪侦查、起诉、审判和判决执行等司法或行政执法有关的；
- （4）出于维护您或其他个人的生命、财产等重大合法权益但又很难得到本人同意的；
- （5）您自行向社会公众公开的个人信息；
- （6）从合法公开披露的信息中收集个人信息的，如合法的新闻报道、政府信息公开等

渠道。

- （7）根据与您签订和履行相关协议或其他书面文件所必需的；

（8）用于维护所提供的产品及/或服务的安全稳定运行所必需的，例如发现、处置产品及/或服务的故障；

- （9）为合法的新闻报道所必需的；

（10）学术研究机构基于公共利益开展统计或学术研究所必要，且对外提供学术研究或描述的结果时，对结果中所包含的个人信息进行去标识化处理的；

- （11）法律法规规定的其他情形。

请知悉，根据适用的法律，若我们对个人信息采取技术措施和其他必要措施进行处理，使得数据接收方无法重新识别特定个人且不能复原，或我们可能会对收集的信息进行去标识化地研究、统计分析和预测，用于改善 BEJOINT 的内容和布局，为商业决策提供服务支撑，以及改进我们的服务（包括使用匿名数据进行机器学习或模型算法训练），则此类处理后数据的使用无需另行向您通知并征得您的同意。

4、如我们停止运营 BEJOINT 平台服务，我们将及时停止继续收集您个人信息的活动，将停止运营的通知以逐一送达或公告的形式通知您，并对我们所持有的与已关停业务相关的个人信息进行删除或匿名化处理。涉及儿童个人信息的，我们会并将停止运营的通知及时告知儿童监护人。

二、我们如何共享、转让、公开披露您的信息

（一）共享

我们不会与 BEJOINT 服务提供者以外的公司、组织和个人共享您的个人信息，但以下情况除外：

- 1、在法定情形下的共享：我们可能会根据法律法规规定、诉讼、争议解决需要，或按行政、司法机关依法提出的要求，对外共享您的个人信息。
- 2、在获取明确同意的情况下共享：获得您的明确同意后，我们会与其他方共享您的个人信息。

（二）转让

我们不会将您的个人信息转让给任何公司、组织和个人，但以下情况除外：

- 1、在获取明确同意的情况下转让：获得您的明确同意后，我们会向其他方转让您的个人信息；
- 2、在 BEJOINT 服务提供者发生合并、收购或破产清算情形，或其他涉及合并、收购或破产清算情形时，如涉及到个人信息转让，我们会要求新的持有您个人信息的公司、组织继续受本政策的约束，否则我们将要求该公司、组织和个人重新向您征求授权同意。

（三）公开披露

我们仅会在以下情况下，公开披露您的个人信息：

- 1、获得您明确同意或基于您的主动选择，我们可能会公开披露您的个人信息；
- 2、如果我们确定您出现违反法律法规或严重违反平台相关协议及规则的情况，或为保护 BEJOINT 平台用户或公众的人身财产安全免遭侵害，我们可能依据法律法规或征得您同意的情况下披露关于您的个人信息，包括相关违规行为以及 BEJOINT 平台已对您采取的措施。

（四）共享、转让、公开披露个人信息时事先征得授权同意的例外

以下情形中，共享、转让、公开披露您的个人信息无需事先征得您的授权同意：

- 1、与国家安全、国防安全有关的；
- 2、与公共安全、公共卫生、重大公共利益有关的；
- 3、与犯罪侦查、起诉、审判和判决执行等司法或行政执法有关的；
- 4、出于维护您或其他个人的生命、财产等重大合法权益但又很难得到本人同意的；
- 5、您自行向社会公众公开的个人信息；
- 6、从合法公开披露的信息中收集个人信息的，如合法的新闻报道、政府信息公开等渠道。

请知悉，根据适用的法律，若我们对个人信息采取技术措施和其他必要措施进行处理，使得数据接收方无法重新识别特定个人且不能复原，则此类处理后数据的共享、转让、公开披露无需另行向您通知并征得您的同意。

三、我们如何保护您的信息

（一）我们已采取符合业界标准、合理可行的安全防护措施保护您的信息，防止个人信息遭到未经授权访问、公开披露、使用、修改、损坏或丢失。例如，在您的浏览器与服务器之间交换数据时受 SSL 协议加密保护；我们会使用加密技术提高个人信息的安全性；我们会使用受信赖的保护机制防止个人信息遭到恶意攻击；我们会部署访问控制机制，尽力确保只有授权人员才可访问个人信息；以及我们会举办安全和隐私保护培训课程，加强员工对于保护个人信息重要性的认识。

我们指定了专人负责儿童个人信息的保护，严格设定信息访问权限，对可能接触到儿童个人信息的工作人员采取最小够用授权原则，并采取技术措施对工作人员处理儿童个人信息的行为进行记录和管控，避免违法复制、下载儿童个人信息。

（二）我们会采取合理可行的措施，尽力避免收集无关的个人信息。我们只会在达成本政策所述目的所需的期限内保留您的个人信息，除非法律有强制的存留要求，

在您的个人信息超出保留期间后，我们会根据适用法律的要求删除您的个人信息，或使其匿名化处理。

(三) 互联网并非绝对安全的环境，使用 BEJOINT 平台服务时，我们强烈建议您不要使用非 BEJOINT 平台推荐的通信方式发送您的信息。您可以通过我们的服务建立联系和相互分享。当您通过我们的服务创建交流、交易或分享时，您可以自主选择沟通、交易或分享的对象，作为能够看到您的交易内容、联络方式、交流信息或分享内容等相关信息的第三方。

请注意，您在使用我们服务时自愿共享甚至公开分享的信息，可能会涉及您或他人的个人信息甚至个人敏感信息。请您更加谨慎地考虑，是否在使用我们的服务时共享甚至公开分享相关信息。

请使用复杂密码，协助我们保证您的账号安全。我们将尽力保障您发送给我们的任何信息的安全性。如果我们的物理、技术或管理防护设施遭到破坏，导致信息被非授权访问、公开披露、篡改或毁坏，导致您的合法权益受损，我们将承担相应的法律责任。

(四) 在不幸发生个人信息安全事件后，我们将按照法律法规的要求向您告知：安全事件的基本情况和可能的影响、我们已采取或将要采取的处置措施、您可自主防范和降低风险的建议、对您的补救措施等。事件相关情况我们将以邮件、信函、电话、推送通知等方式告知您，难以逐一告知个人信息主体时，我们会采取合理、有效的方式发布公告。

我们已制定儿童个人信息安全事件应急预案，定期组织内部相关人员进行应急响应培训和应急演练，使其掌握岗位职责和应急处置策略和规程。在不幸发生儿童个人信息安全事件后，我们将按照法律法规的要求，及时向儿童及其监护人告知：安全事件的基本情况和可能的影响、我们已采取或将要采取的处置措施、儿童及其监护人可自主防范和降低风险的建议、对儿童及其监护人的补救措施等。我们将及时将事件相关情况以 APP 推送通知、发送邮件/短消息等方式告知儿童及其监护人。难以逐一告知时，我们会采取合理、有效的方式发布相关警示信息。同时，我们还将按照监管部门要求，主动上报儿童个人信息安全事件的处置情况。若儿童及其监护人的合法权益受损，我们将依法承担相应的法律责任。

同时，我们还将按照监管部门要求，上报个人信息安全事件的处置情况。

四、您如何管理您的信息

您可以通过以下方式访问及管理您的信息：

(一) 查询、更正和补充您的信息

您有权查询、更正或补充您的信息。您可以通过以下方式自行进行：

登录手机 BEJOINT 客户端，进入“我的-编辑个人资料”对昵称、性别、所在地等信息进行查询、更正或补充；

(二) 删除您的信息

您可以通过“(一) 查询、更正和补充您的信息”中列明的方式删除您的部分信息。

在以下情形中，您可以向我们提出删除个人信息的请求：

- 1、如果我们处理个人信息的行为违反法律法规；
- 2、如果我们收集、使用您的个人信息，却未征得您的明确同意；
- 3、如果我们处理个人信息的行为严重违反了与您的约定；
- 4、如果您不再使用我们的产品或服务，或您主动注销了账号；
- 5、如果我们永久不再为您提供产品或服务。

若我们决定响应您的删除请求，我们还将同时尽可能通知从我们处获得您的个人信息的主体，并要求其及时删除（除非法律法规另有规定，或这些主体已独立获得您的授权）。

当您或我们协助您删除相关信息后，因为适用的法律和安全技术，我们可能无法立即从备份系统中删除相应的信息，我们将安全地存储您的个人信息并将其与任何进一步处理隔离，直到备份可以清除或实现匿名。

（三）改变您授权同意的范围

每个业务功能需要一些基本的个人信息才能得以完成（见本隐私权政策“第一部分”）。除此之外，您可以收回您的授权同意，当您收回同意后，我们将不再处理相应的个人信息。但您收回同意的决定，不会影响此前基于您的授权而开展的个人信息处理。

（四）注销您的账户

您可以申请注销您的账户，在您主动注销账户之后，我们将停止为您提供产品或服务，根据适用法律的要求删除您的个人信息，或使其匿名化处理。

（五）响应您的上述请求

为保障安全，您可能需要提供书面请求，或以其他方式证明您的身份。我们可能会先要求您验证自己的身份，然后再处理您的请求。

我们将在 15 天内做出答复。对于您合理的请求，我们原则上不收取费用，但对多次重复、超出合理限度的请求，我们将酌情收取一定费用。对于与您的身份不直接关联的信息、无端重复信息，或者需要过多技术手段（例如，需要开发新系统或从根本上改变现行惯例）、给他人合法权益带来风险或者不切实际的请求，我们可能会予以拒绝。

在以下情形中，按照法律法规要求，我们将无法响应您的请求：

- 1、与国家安全、国防安全有关的；
- 2、与公共安全、公共卫生、重大公共利益有关的；
- 3、与犯罪侦查、起诉、审判和执行判决等有关的；
- 4、有充分证据表明个人信息主体存在主观恶意或滥用权利的；
- 5、响应您的请求将导致您或其他个人、组织的合法权益受到严重损害的；
- 6、涉及商业秘密的。

五、我们如何处理未成年人的信息

儿童监护人需知

一旦某位未成年人声明自己为 14 周岁以下的儿童，我们将需要儿童监护人阅读并同意《儿童专用隐私协议》。

青少年监护人需知

14 周岁到 18 周岁的青少年应阅读并同意，且应告知监护人阅读本隐私政策，并在撤销服务或提出问题时联系我们。

我们认识到保护未成年人私人信息的特殊责任。我们恳请监护人指导未成年人，未经允许不要在网络中向他人透露自己的真实姓名、地址或电话号码。

六、您的信息如何在全球范围转移

我们在中华人民共和国境内运营中收集和产生的个人信息，存储在中国境内，以下情形除外：

- 1、适用的法律有明确规定；
- 2、获得您的明确授权；
- 3、您通过互联网进行跨境交易等个人主动行为。

针对以上情形，我们会确保依据本隐私权政策对您的个人信息提供足够的保护。

七、本隐私权政策如何更新

我们的隐私权政策可能变更。

未经您明确同意，我们不会限制您按照本隐私权政策所应享有的权利。我们会在**专门页面**上发布对隐私权政策所做的任何变更。

对于重大变更，我们还会提供更为显著的通知（包括我们会通过公示的方式进行通知甚至向您提供弹窗提示）。

本政策所指的重大变更包括但不限于：

- 1、我们的服务模式发生重大变化。如处理个人信息的目的、处理的个人信息类型、个人信息的使用方式等；
- 2、我们在控制权等方面发生重大变化。如并购重组等引起的信息控制者变更等；
- 3、个人信息共享、转让或公开披露的主要对象发生变化；
- 4、您参与个人信息处理方面的权利及其行使方式发生重大变化；
- 5、我们负责处理个人信息安全的责任部门、联络方式及投诉渠道发生变化；
- 6、个人信息安全影响评估报告表明存在高风险。

八、如何联系我们

您可以通过以下方式与我们联系，我们将在 15 天内回复您的请求：

- 1、如对本政策内容、儿童个人信息有任何疑问、意见或建议，您可通过与我们联系；
- 2、如发现个人信息可能被泄露，您可以通过投诉举报；
- 3、我们还设立了个人信息保护专职部门，您可以通过 sayhi@bejoint.com 与其联系。

如果您对我们的回复不满意，特别是您认为我们的个人信息处理行为损害了您的合法权益，您还可以通过向被告住所地有管辖权的法院提起诉讼来寻求解决方案。