

## **TERMS OF USE**

This mobile application ("App") is owned and operated by Swallowing Research Laboratory, Faculty of Education ("Swallowing Research Laboratory"), a laboratory of The University of Hong Kong ("HKU"), and is designed to comply with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). You should only download this App and its updates from official supplying app stores and not from any unofficial sources.

Please read and review these Terms of Use before using this App. By using this App, you agree to comply with and to be bound by these Terms of Use. If you do not agree, please do not use this App and uninstall this App from your device.

We reserve the right to change, modify, add or remove any portion of these Terms of Use at our sole discretion and at any time without prior notice. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of this App following the posting of changes will mean that you accept and agree to those changes.

These Terms of Use are available in English and Chinese. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

### **Copyrights**

The entire contents of this App are subject to copyright protection. You may use the information from this App solely for non-commercial personal purposes and should retain and reproduce each and every copyright notice or other proprietary rights notice contained in any information you download from this App. Any and all contents of this App, including without limitation the data, text, images, audio and video, may not be copied, displayed, downloaded, distributed, modified, reproduced, republished or retransmitted, in any electronic medium or in hard copy, for public or commercial purposes without our express prior written permission. Nothing contained herein shall be construed as conferring by implication or otherwise any license to or right in any copyright of us or any other party.

### **Links to Third Party Websites**

This App may contain links or referrals to other websites or public online platforms maintained by third parties. Such links or referrals are provided only for your reference and convenience. Inclusion of any third party link does not imply an endorsement or recommendation by us. Swallowing Research Laboratory (including HKU and its affiliated organizations, and their respective officers, directors, employees, appointees, students,

trustees, agents, contractors and third party partners) assumes no responsibility for the contents of such third party websites or public online platforms and shall have no liability for any damages or injuries of any kind arising from such contents.

### **User Account and Security**

You do not need a user account for getting access to the general public information posted on this App.

### **Personal Data Protection**

We are committed to protecting your personal data we collect through this App. Please read our Privacy Policy to understand what and how personal data may be collected from you and how your personal data will be held, processed and used.

### **Non-Confidential Information**

Except for your personal data we collect from you (which will be handled in accordance with our Privacy Policy), any other communications and materials that you send through this App, such as any data, information, questions, comments, suggestions, photos or the like, will be deemed to be non-confidential and non-proprietary. Swallowing Research Laboratory (including HKU and its affiliated organizations, and their respective officers, directors, employees, appointees, students, trustees, agents, contractors and third party partners) shall have no obligation of any kind with respect to such communications and materials and shall be free to use any ideas, concepts, know-how or techniques contained in such communications or materials for any purpose whatsoever.

### **Disclaimer**

We have used reasonable efforts to ensure that the information contained in this App is reliable. However, we make no warranties or representations of any kind as to its reliability, accuracy, currency, completeness or operability. You agree that the information contained in this App is provided "as is" and use of this App is at your own risk. We may make changes, corrections and/or improvements to the contents of this App at any time without notice. We disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

Swallowing Research Laboratory (including HKU and its affiliated organizations, and their respective officers, directors, employees, appointees, students, trustees, agents, contractors and third party partners) shall not be liable for any damages, including

without limitation, direct, indirect, consequential or incidental damages, arising out of your access to, use of or inability to use this App, or any errors or omissions in the contents thereof. Further, we reserve the right to interrupt or discontinue any or all of the functionality of this App and accept no responsibility or liability whatsoever for such interruption or discontinuance for whatever reasons.

### **Indemnity**

You agree to indemnify, defend and hold harmless Swallowing Research Laboratory (including HKU and its affiliated organizations, and their respective officers, directors, employees, appointees, students, trustees, agents, contractors and third party partners) from and against all losses, expenses, damages and costs, including reasonable attorneys' fee, resulting from any violation by you of any of these Terms of Use.

### **Severability**

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions shall continue in full force and effect.

### **Governing Laws and Jurisdiction**

These Terms of Use shall be governed by and construed in accordance with the Laws of Hong Kong. The application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) is expressly excluded and no any third party shall be entitled to enforce any right or condition under these Terms of Use pursuant to the Contracts (Rights of Third Parties) Ordinance.

Any dispute related to this App shall be referred to the courts of Hong Kong.

*Last Update: 18 August, 2023*

## **PRIVACY POLICY**

Swallowing Research Laboratory, Faculty of Education ("Swallowing Research Laboratory"), a laboratory of The University of Hong Kong ("HKU"), respect the privacy of the users of this mobile application ("App") and is committed to protecting the users' personal data collected via this App and complying with the Personal Data (Privacy) Ordinance of Hong Kong (Chapter 486 of the Laws of Hong Kong), the details of which is available on the website of the Privacy Commissioner for Personal Data of Hong Kong at

www.pcpd.org.hk. If you have any question about your rights under the Ordinance, you may contact the Office of the Privacy Commissioner for Personal Data of Hong Kong.

We treasure your trust on Swallowing Research Laboratory as the data user responsible for the collection, holding, processing and use of your personal data. When you use this App, every effort is made to protect and safeguard any personal data that you share with us. This Privacy Policy outlines how we collect, hold, process and use your personal data via this App. Please read and review this Privacy Policy before installing and using this App. For inquiries about this Privacy Policy, you may contact our Personal Data Protection Coordinator by email to [swallab@hku.hk](mailto:swallab@hku.hk). By installing this App, you agree to this Privacy Policy. If you do not agree, please do not install and do not use this App.

We reserve the right to change, modify, add or remove any portion of this Privacy Policy at our sole discretion and at any time without prior notice. It is your responsibility to check this Privacy Policy periodically for changes. Your continued use of this App following the posting of changes will mean that you accept and agree to those changes.

This Privacy Policy is available in English and Chinese. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

### **Collection of Data**

To protect your privacy, we try to limit the collection of personal data from you to a strict minimum. Other than the technical data described in the following paragraph, we will not collect your personal data when you use this App, unless you volunteer to provide your data to us for a specific purpose, such as participating as a volunteer in our clinical studies, making enquiries or complaints, or taking part in our surveys. If you are under the age of 18 or are mentally incapacitated, you should obtain your parent's, guardian's, next-of-kin's or carer's consent before providing your personal data to us.

To support your installation and use of this App, we need to collect data originating from the mobile phones, tablets or other devices that you use to install and use this App. This includes your IP addresses and data identifying your devices (such as the models, operating systems and language settings of your device). We may also record your visits to this App. The information collected (such as IP addresses and device models) is anonymous aggregated research data, and contains no name, address or any information that will enable anyone to contact you via telephone, email or any other means. Such information is used for internal analysis on the number of visitors to this App and general usage patterns to measure the performance, effectiveness and usability of this App.

This App use TrueDepth API with ARKit. TrueDepth API is used to detect facial expressions and collect blendShapes data for further analysis.

### **Purposes of Data Collection**

We may collect your personal data through this App for:

- communicating with you with regard to your participation in our clinical studies as a volunteer;
- handling your enquiries or complaints; and/or
- conducting surveys regarding your use of this App or Swallowing Research Laboratory's business or activities.

We may collect your personal data through TrueDepth API in this App for:

- using AR training function in this App
- performing face tracking; and/or
- collecting blendShapes data to analyze the mobility of the mouth muscles.

### **Data Security**

We take data security as our priority. We will strive at all times to ensure that your personal data will be protected against unauthorized or accidental access, processing, erasure and/or use by implementing appropriate electronic, physical and managerial measures. If needed, encryption technology may be employed for the transmission of your personal data collected on this App. Nevertheless, by using this App, you acknowledge and agree that Internet transmissions are never completely private or secure, and any data and information you send through this App may be read or intercepted by others.

Any information collected by TrueDepth API will only store locally in the user's device only. We will not disclose the information to any third party. For more information about TrueDepth API, please visit: <https://support.apple.com/en-us/HT208108>

### **Disclosure of Data**

Your personal data will be kept confidential by Swallowing Research Laboratory, a laboratory of HKU. We will not disclose your personal data to any third party except, where reasonably required, to:

- any affiliated organizations of Swallowing Research Laboratory or HKU (including their officers, directors, employees, trustees, agents, contractors and third party partners);
- any agents, contractors or third party partners of Swallowing Research Laboratory or HKU (including their officers, directors, employees, trustees, agents, contractors and third party partners), provided that they have undertaken to keep your personal data confidential; and/or
- any regulatory authorities and governmental bodies.

Such data may be transferred within and to any place outside Hong Kong.

### **Active Notifications**

We will not use your personal data for direct marketing, but may, from time to time via this App, notify you of any member benefits, information about our clinical studies, and/or other activities which we think may be of interest to you. You may turn off the notification function in this App if you do not want to receive such active notices.

### **Data Retention**

We will take all reasonable and practical steps to comply with the legal and regulatory requirements of Hong Kong concerning the retention of your personal data. Any unnecessary personal data will be purged from our system from time to time in accordance with our internal procedures.

### **Data Access and Correction**

As a data subject, you have the right to request access to and correction of your personal data held by us. Any request for access to or correction of your personal data should be sent in writing to our Personal Data Protection Coordinator by email to [swallab@hku.hk](mailto:swallab@hku.hk). We are entitled to charge a reasonable fee for processing your data access request.

*Last Update: 18 August, 2023*

## 使用條款

本流動應用程式（「應用程式」）香港大學教育學院吞嚙研究所（「吞嚙研究所」）（香港大學的一個研究中心）擁有並營運，並遵守中華人民共和國香港特別行政區（「香港」）的法律和法規。您僅應從官方的應用程式商店而非任何非官方來源下載本應用程式及其更新。

使用本應用程式之前，請閱讀並審閱本使用條款。使用本應用程式即表示您同意遵守這些使用條款並受其約束。若您不同意，請勿使用本應用程式，並請從設備上解除安裝本應用程式。

我們保留自行決定隨時更改、修改、添加或刪除本使用條款任何部份的權利，恕不另行通知。您有責任定期查看本使用條款是否有所更改。發佈更改之後，如您繼續使用本應用程式即意味著您接受並同意該等更改。

本使用條款提供英文和中文版本。英文版本與中文版本如有差異，概以英文版本為準。

### 版權

本應用程式的全部內容受版權保護，您只可將本應用程式中的資訊用於非商業及個人目的，並且應保留和複製從本應用程式下載的任何資訊所包含的所有版權聲明或其他所有權聲明。未事先獲得我們的明確書面許可，不得以任何電子形式或紙本副本的方式拷貝、展示、下載、分發、修改、複製、重新發佈或轉發本應用程式的任何及所有內容（包括但不限於數據、文本、圖像、音訊和視訊）以作公開或商業用途。本文的任何內容不應解釋為暗示或以其他方式將我們或任何其他方之任何版權許可或權利授予使用者。

### 第三方網站的連結

本應用程式可能載有第三方網站或網上公開平台的連結或轉介，該等連結或轉介僅供您參考和為方便您使用而提供，包含任何第三方連結並不表示有關連結獲得我們的認可或推薦。吞嚙研究所（包括香港大學及其附屬組織，以及各自的管理人員、董事、僱員、獲任命者、學生、受託人、代理商、承包商和第三方合作夥伴）對該等第三方網站或網上公開平台的內容不承擔任何責任，並且對於該等內容引起的任何形式的損害或傷害概不負責。

### 用戶賬戶和安全性

您不需要賬戶即可存取本應用程式內發佈的一般公開資訊。

### 個人資料保護

我們會竭力保護通過本應用程式所收集關於您的個人資料。請閱讀我們的私隱政策以了解我們向您收集哪些個人資料及其收集方式，以及如何保存、處理和使用您的個人資料。

## 非機密資訊

除了我們向您收集關於您的個人資料（此等資料將根據我們的私隱政策處理）之外，您透過本應用程式發送的任何其他通訊和資料（例如任何數據、資訊、問題、評論、建議、照片等）將被視為非機密和非專有資訊。吞嚙研究所（包括香港大學及其附屬組織，以及各自的管理人員、董事、僱員、獲任命者、學生、受託人、代理商、承包商和第三方合作夥伴）對該等通訊和資料概不承擔任何形式的責任，並可出於任何目的自由使用該等通訊或材料中包含的任何想法、概念、專有知識或技術。

## 免責聲明

我們已盡合理努力確保本應用程式中包含的資訊是可靠的。但是，對於其可靠性、準確性、時效性、完整性或可操作性，我們不作任何形式的保證或聲明。您同意本應用程式中包含的資訊乃「按原樣」提供，而使用本應用程式的風險需由您自己負責。我們可能隨時對本應用程式的內容進行更改、更正和/或改進，恕不另行通知。我們不提供任何明示或暗示的保證，包括適銷性、針對特定目的的適用性以及不侵犯所有權的保證。

吞嚙研究所（包括香港大學及其附屬組織，以及各自的管理人員、董事、僱員、獲任命者、學生、受託人、代理商、承包商和第三方合作夥伴）對因您存取、使用或無法使用本應用程式或其內容中的任何錯誤或遺漏而導致的任何損害（包括但不限於直接、間接、從屬或附帶的損害）不承擔任何責任。此外，我們保留中斷或終止本應用程式任何或全部功能的權利，並且對於該等中斷或終止（無論出於何種原因）概不承擔任何責任。

## 彌償

您同意就吞嚙研究所（包括香港大學及其附屬組織，以及各自的管理人員、董事、僱員、獲任命者、學生、受託人、代理商、承包商和第三方合作夥伴）因您違反任何本使用條款而引致之所有損失、開銷、損害和費用（包括合理的律師費），對其進行賠償，為其抗辯並使其免受損害。

## 可分割性

如果由於任何原因導致本使用條款的任何條款被裁定無效、違法或不可執行，該等條文會被視作已被分割，但其餘條款應繼續具有效力和作用。

## 管轄法律和管轄權

本使用條款受香港法律管轄並按其解釋，並已明確排除《合同（第三者權利）條例》（香港法例第 623 章）的應用，故任何第三方均無權依據《合同（第三者權利）條例》行使本使用條款中的任何權利或條件。

與本應用程式有關的任何爭議均應提交香港法院審理。

最後更新日期：2023 年 8 月 18 日



## 私隱政策

香港大學教育學院吞嚙研究所（「吞嚙研究所」）（香港大學的一個研究中心）尊重本流動應用程式（「應用程式」）用戶的私隱，致力於保護透過本應用程式收集的用戶個人資料，並遵守《個人資料（私隱）條例》（香港法例第 486 章），其詳細資訊可在香港個人資料私隱專員公署網站上找到（網址：[www.pcpd.org.hk](http://www.pcpd.org.hk)）。如果您對您根據該條例享有的權利有任何疑問，您可以聯絡香港個人資料私隱專員公署。

我們珍惜您信任吞嚙研究所 作為負責收集、保存、處理和使用您個人資料的數據使用者。當您使用本應用程式時，我們將竭力保護和保障您與我們分享的任何個人資料。本私隱政策概述了我們如何透過本應用程式向您收集、保留、處理和使用方式您的個人資料。在安裝和使用本應用程式之前，請閱讀並審閱本私隱政策。若您對本私隱政策有任何疑問，您可透過發送電子郵件至 [swallab@hku.hk](mailto:swallab@hku.hk) 與我們的個人資料保護專員聯絡。安裝本應用程式即表示您同意本私隱政策。若您不同意，請不要安裝及使用本應用程式。

我們保留自行決定隨時更改、修改、添加或刪除本私隱政策任何部分的權利，恕不另行通知。您有責任定期查看本私隱政策的是否有所更改。發佈更改之後，如您繼續使用本應用程式即意味著您接受並同意該等更改。

本私隱政策提供英文和中文版本。英文版本與中文版本如有差異，概以英文版本為準。

### 資料收集

為保護您的私隱，我們盡量最低限度地向您收集個人資料。除以下段落所述的技術數據外，我們不會在您使用本應用程式時收集您的個人資料，除非您出於特定目的自願向我們提供您的資料，以志願者身份參加我們的臨床研究、進行查詢或投訴、或參加我們的調查。如果您未滿 18 歲或精神上無行為能力，您應徵得父母、監護人、近親或看護人的同意後才向我們提供您的個人資料。

為支持您安裝和使用本應用程式，我們需要收集您用於安裝和使用本應用程式的手機、平板電腦或其他設備的數據，這包括您的 IP 地址和識別設備的數據（例如設備型號、作業系統和語言設定），我們也可能記錄您對本應用程式的存取情況。我們收集的資訊（例如 IP 地址和設備型號）是匿名綜合統計數據，不包含姓名、地址或允許他人透過電話、電子郵件或任何其他方式與您聯繫的任何資訊。該等資訊會用於對本應用程式使用者數目和一般使用模式進行內部分析，以衡量本應用程式的表現、效能和可用性。

本應用程式使用了 TrueDepth API 技術（配合 ARKit），用於分析使用者的面部表情以使用本應用程式中的 AR 訓練。

## 收集資料的目的

我們可能透過在本應用程式收集您的個人資料作以下用途：

- 就您作為志願者參加我們的臨床研究與您進行溝通；
- 處理您的查詢或投訴；和/或
- 對您使用本應用程式或 吞嚙研究所 的業務或活動進行調查。

我們透過 TrueDepth API 在本應用程式收集您的個人資料作以下用途：

- 使用本應用程式的 AR 訓練；
- 對使用者進行面部追蹤；和/或
- 收集 BlendShapes 數據用於分析使用者的口腔肌肉活動能力

## 資料安全

我們將資料安全放在首位。我們一直致力運用合適的電子系統、設施及管理措施以防止您的個人資料被未經授權或意外地存取、處理、刪除和/或使用。如有需要，我們或會使用加密技術傳輸在本應用程式上所收集有關您的個人資料。儘管如此，使用本應用程式即表示您承認並同意互聯網傳輸無法絕對保密或安全，而透過本應用程式發送的任何數據和資訊或會有機會被他人讀取或截取。

經 TrueDepth API 所收集的任何資訊皆都只會儲存在使用者的裝置中。我們不會與第三方分享此資訊。如欲取得關於 TrueDepth API 技術的進一步資訊，請造訪

<https://support.apple.com/en-us/HT208108>

## 資料披露

吞嚙研究所（香港大學的一個研究中心）將確保您的個人資料得到保密。我們不會將您的個人資料透露給任何第三方，除非以下單位提出合理要求：

- 吞嚙研究所 或香港大學的任何附屬組織（包括其管理人員、董事、僱員、受託人、代理商、承包商和第三方合作夥伴）；
- 吞嚙研究所 或香港大學的任何代理商、承包商或第三方合作夥伴（包括其管理人員、董事、僱員、受託人、代理商、承包商和第三方合作夥伴），前提是他們已承諾對您的個人資料保密；和/或
- 任何監管機構和政府機構。

該等資料可能在香港境內傳輸，並且可能傳輸到香港以外的任何地方。

## **提醒通知**

我們不會將您的個人資料用於直接營銷，但可能會不時透過本應用程式通知您有關會員優惠、臨床研究的資訊、和/或我們認為您可能感興趣的其他活動。若您不想收到該等提醒通知，您可以關閉本應用程式的顯示通知功能。

## **資料保留**

我們將採取所有合理務實的措施，遵守關於保留個人資料的香港法律和法規要求。我們將根據我們的內部程序，不時從我們的系統中清除所有不必要的個人資料。

## **查閱及更正資料**

作為個人資料當事人，您有權要求查閱及更正我們所保留關於您的個人資料。您應發送電子郵件至 [swallab@hku.hk](mailto:swallab@hku.hk)，以書面形式提交有關請求至我們的個人資料保護專員。我們有權收取合理費用來處理您的請求。

*最後更新日期：2023 年 8 月 18 日*