



Privacy Policy

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A general description of the categories of information MotiLearn handles, why we handle them, the kinds of service provider that process information for us, and the choices available to you.

1. About this policy

MotiLearn is an online English-learning service operated by BHB - Byte Harbor Company., a company registered in Hong Kong ("MotiLearn", "we", "us", "our"). This policy describes, in general terms, how we handle information in connection with the MotiLearn website, applications and the related services that link to it. It describes our current practices rather than giving a contractual promise, and it should be read together with our Terms of Service, of which it forms part.

This policy is written at the level of categories. It does not attempt to list every field, file, setting or internal process, and the absence of a particular example does not mean that an activity falls outside the categories described here. Where a separate service, site or product publishes its own notice, that notice applies to it instead of this one.

2. Information we handle

What we handle depends on which features you choose to use. Apart from the limited information a feature cannot work without, providing information to us is voluntary; if you choose not to provide what a feature requires, we may be unable to make that feature available to you. Broadly, the information falls into the following categories.

These categories may also include information about other people where you choose to submit it - for example a photograph that happens to capture someone else's work. Please submit only material you are entitled to submit, and avoid sending us information that the feature you are using does not need.

- Account and profile information, such as the email address or third-party sign-in identifier you register with, the display name, avatar and other profile details you choose, your settings and language preferences, and records of your sign-ins.
- Learning content you submit or create, such as writing, photographs and documents you provide for analysis, word and practice lists, answers, results, progress and history, and the messages you send to in-product assistants.
- Social and activity information, where you use features that involve other people: contacts and connections, group and class membership, the nicknames you choose, records of games and shared activities, and the messages and attachments you exchange.

- Transaction information relating to purchases, subscriptions and entitlements, handled through third-party payment processors and application stores. We do not receive or store complete payment card details.
- Technical, security and usage information needed to operate the service, such as network address, request metadata, cookies and similar local storage, characteristics your browser reports about your device which are combined into a one-way identifier used to apply usage allowances and detect automated abuse, and event records of how the service is used.
- Communications you send to us, such as support enquiries and verification exchanges.

3. Why we handle it

In general we handle information in order to provide, operate, maintain, secure, support and improve the service and the features you choose to use. The main purposes are set out below, and a single item of information may serve more than one of them. Which of them apply to you depends on the features you actually use.

We do not sell personal information and we do not use it for advertising. Those are our current practices; if they change, we will update this policy in accordance with the section on changes below. Where the law of your place of residence requires a particular legal basis for handling personal data, we rely, as applicable, on your consent, on the performance of our agreement with you, on our legitimate interests in operating and protecting the service, or on compliance with a legal obligation.

- Providing and personalising the features you request, including analysis, feedback, practice, playback and keeping your content available across your devices.
- Creating and administering accounts, authenticating you, and applying plan allowances and entitlements.
- Operating the features that involve other users, where you choose to take part in them.
- Security, prevention of abuse and fraud, content moderation, usage limits, and diagnosing and fixing faults.
- Handling purchases and billing, and restoring access you have paid for.
- Sending service-related messages and responding to support requests.
- Understanding usage on an aggregate basis in order to maintain, improve and develop the service.
- Complying with legal obligations, and establishing, exercising or defending legal claims.

4. Automated and AI processing

A number of features rely on automated systems, including third-party artificial-intelligence models, to produce a result. Where a feature does this, the text, images or other content you submit for that feature is transmitted to our servers and then to a model-routing provider and to the model provider behind it, for the sole purpose of generating the result you asked for. Which providers and models are used may change from time to time as the service develops.

We configure those requests so that the providers are not permitted to use your content to train their models; providers may nonetheless retain request records for limited periods under their own policies. Automated output is produced by statistical systems: it may be incomplete, inaccurate or unsuitable, it is provided for learning and reference only, and it is not an official assessment or examination result and does not constitute academic, professional or other advice. We do not use automated processing to make decisions that produce legal or similarly significant effects concerning you.

5. Service providers, disclosure and international handling

We do not sell personal information. We disclose information, only to the extent needed to provide and operate the service, to the following categories of recipient. Which of them are involved in any given case depends on the features you use and on what those features require.

Each such recipient handles information under its own terms and notices. Our providers may store and process information on servers outside Hong Kong, including in jurisdictions whose data-protection laws differ from those of your own; by using the service you acknowledge that information may be handled in this way. Where required, we seek to put appropriate arrangements in place with our providers, in a manner we consider reasonable in the circumstances.

- Cloud hosting, application-platform and content-delivery providers that run the website, the applications and our server code.
- Database, authentication and file-storage providers that hold accounts and saved content.
- Artificial-intelligence model-routing providers and the model providers behind them, for features that generate results automatically.
- Speech and audio-processing providers, for features that read text aloud.
- Payment processors and application-store operators, for purchases, subscriptions and entitlements.
- Transactional email and messaging providers, for account and service messages.
- Security, bot-detection, rate-limiting, caching and monitoring providers that help keep the service available and prevent abuse.
- Embedded media providers and public information sources used by study features, which may receive your network address and set their own cookies when you open that content.
- Professional advisers, and authorities or other parties, where we consider disclosure necessary or appropriate to comply with law, to enforce our terms, to protect rights, safety or property, or in connection with a corporate transaction.

6. What other users may see

Some features are social by design. Where you take part in them, other users may see the display name, avatar and profile details you have chosen, the nicknames you use, your results in shared activities, and the content and attachments you send to them or to a group. Ranking and similar public listings show you only where you have chosen to take part.

Messaging and sharing features are not end-to-end encrypted, and content passing through the service may be reviewed by automated systems, or by us, where we consider it necessary to operate the service, respond to reports or address suspected misuse. A link you create in order to share content may be readable by anyone who has it. Please consider carefully what you choose to make visible: once you have shared something with another person, we cannot control what that person does with it.

7. Keeping and deleting information

We keep information for as long as we consider it reasonably necessary for the purposes described in this policy, including operating your account, keeping your saved learning content available, security and prevention of abuse, and our legal, accounting and record-keeping requirements. Retention periods vary by category and may be adjusted from time to time, and some content is held for a limited further period in operational backups and caches after it is removed from active use.

Not everything a feature works with is kept. Some features operate on material that we process only so far as is needed to produce the result you have asked for and do not retain afterwards; where a feature works in that way, what remains associated with your account is limited to what is needed to bring you back to where you were, and you may need to open the material again on another occasion or on another device. Material that we provide ourselves, or that is otherwise free of third-party rights, continues to be handled as described elsewhere in this policy.

We also operate caches that hold information derived from material passing through the service - for example an identifier computed from an item, together with a result generated for it - rather than the material itself. Records of that kind are operational data: we keep and remove them under this section, and they are not intended to reproduce the material they were derived from.

You can delete much of your saved content within the service, and you can request deletion of your account through the account-deletion route we provide. Deletion removes the content associated with your account from our active systems within a reasonable period, but some records may remain where we consider retention necessary - for example transaction records, security logs, or copies held by another user or contained in another user's record of a shared activity. We may also retain information in a form that no longer identifies you.

8. Security

We apply security measures that we consider appropriate to the nature of the service, including encrypted transport, access controls, restricted storage for uploaded files, and limits on the volume of requests. Access to information is restricted to those who need it in order to operate the service.

No method of transmission or storage is completely secure, and we do not warrant or guarantee that the service or any information will be free from loss, unauthorised access, alteration or disclosure. You are responsible for keeping your sign-in credentials confidential and for the activity that takes place under your account, and you should notify us promptly if you believe your account has been compromised.

9. Age, parents, guardians and schools

MotiLearn is intended for learners of school age and for their teachers, and it is not directed to children under 13, or such higher minimum age as the law of your place of residence requires. If you are below that age, you must not create an account or use the service unless a parent, guardian or school with authority to do so has agreed to the Terms of Service and to this policy on your behalf and supervises your use. That adult is responsible for the minor's use of the service, including the content submitted through the account and any charges incurred.

We do not knowingly collect personal information from a child below the applicable minimum age without that consent. We may ask for confirmation of age or of parental or school consent, and we may suspend or close an

account, and delete information associated with it, where we believe the applicable age or consent requirements are not met. A parent, guardian or school may contact us to review, correct or close a minor's account. Schools and teachers who introduce MotiLearn to their students are responsible for obtaining any consent, and giving any notice, that their own policies or local law require.

10. Your choices and requests

Within the service you can update your profile and settings, adjust the visibility of social features, remove saved content, and start account deletion. Depending on where you live, you may also have the right to ask for access to, or correction of, personal data we hold about you, and to make other requests recognised by applicable law, including under the Hong Kong Personal Data (Privacy) Ordinance.

To make such a request, contact us at admin@motilearn.org from the address registered on the account. We may need to verify your identity, or the authority of a parent or guardian making a request on a minor's behalf, before we act, and we aim to respond within the period required by applicable law. We may charge a fee where the law permits, and we may decline or limit a request where we are permitted or required to do so - for example where complying would affect another person's rights or where an exemption applies.

11. Changes and how to contact us

We may update this policy from time to time to reflect changes in the service, in our providers or in applicable law. The current version is the one published on our website, and it takes effect when posted unless we state otherwise. Where we consider a change material, we may also ask you to accept the current edition again the next time you sign in.

Your continued use of the service after an updated policy has been posted means that you accept it. Questions about this policy may be sent by email to admin@motilearn.org, addressed to BHB - Byte Harbor Company. The English version of this policy is the controlling version; translations are provided for convenience only.

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