

# Terms of Service for Examify WhatsApp Chatbot (JUPAS AI Consultant)

**Effective Date:** 8 June 2025

Welcome to the **Examify WhatsApp Chatbot (JUPAS AI Consultant)**! By using our AI-powered chatbot on WhatsApp, you agree to these Terms of Service ("Terms"). Please read them carefully before use.

## 1. Acceptance of Terms

By accessing or interacting with the Examify WhatsApp Chatbot, you agree to comply with and be bound by these Terms. If you do not agree, please do not use the chatbot.

## 2. Service Description

The Examify WhatsApp Chatbot provides 24/7 AI-driven consultation and advice related to:

- JUPAS applications
- Course selection
- University information
- Personalized recommendations based on your predicted grades and interests

This service aims to assist students in making more informed decisions about their post-secondary education pathways.

## 3. User Obligations

When using the chatbot, you agree to:

- Use it only for lawful and personal educational purposes.
- Provide accurate information when prompted.
- Not abuse, spam, or exploit the chatbot or its systems.
- Not use the chatbot for any illegal or unauthorized purpose.

## 4. Data Collection and Privacy

The chatbot collects and processes data such as your predicted grades, interests, and chat inputs to provide personalized advice. Please review our Privacy Policy for details on how

your data is collected, used, and protected. By using the chatbot, you consent to this data processing.

## 5. Limitations and Disclaimer

- The Examify WhatsApp Chatbot (JUPAS AI Consultant) is designed to provide tentative consulting support by helping students conveniently and quickly compare different JUPAS subjects based on the information available in our database. However, the chatbot does **not** replace official counseling or professional advice. The database used by the system may not always be fully up-to-date with the latest announcements or changes from the official JUPAS website.
- **Users are strongly advised to double-check all information on the official JUPAS website and other official sources before making any decisions related to their applications or course selections.**
- Examify does not guarantee the completeness, accuracy, or timeliness of the data provided through the chatbot and disclaims any liability for decisions made based on the information given.
- Examify disclaims any liability for decisions you make based on the chatbot's advice.
- The Examify WhatsApp Chatbot (JUPAS AI Consultant) is generally available 24/7. However, there may be times when the system is temporarily unavailable due to maintenance, upgrades, or technical issues. During such periods, the chatbot may be inaccessible or experience interruptions. Examify will make reasonable efforts to notify users in advance of scheduled maintenance or downtime. However, we reserve the right **not** to provide prior notice in all cases, especially in emergency situations. By using the chatbot, you acknowledge and accept that occasional downtime may occur and that Examify is not liable for any inconvenience resulting from such interruptions.
- The Examify WhatsApp Chatbot (JUPAS AI Consultant) operates via the WhatsApp platform, owned by Meta Platforms, Examify Limited cannot be held responsible for interruptions, malfunctions, or modifications of WhatsApp or Meta services, including, but not limited to, server failures, connectivity issues, or changes in WhatsApp's usage policies. In the event of failure, unavailability, or malfunction of WhatsApp or Meta's services resulting in an interruption or alteration of the Examify WhatsApp Chatbot, Examify Limited disclaims all liability for direct or indirect consequences, such as financial losses, data loss, or damage to reputation.

## 6. Intellectual Property

The Examify WhatsApp Chatbot, including all custom-developed components such as prompt engineering, fine-tuned AI models, content, and related technology, is owned and operated by Examify Limited.

While the chatbot uses third-party APIs (such as WhatsApp's API) to facilitate communication, these third-party services remain the property of their respective owners and are used under license or agreement.

Your use of the chatbot is subject to these Terms and any applicable third-party terms. All rights not expressly granted to you are reserved by Examify Limited.

## **7. Limitation of Liability**

To the maximum extent permitted by law, Examify is not liable for any damages or losses arising from your use of or reliance on the chatbot.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless Examify Limited, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to:

- Your use of or inability to use the Examify WhatsApp Chatbot;
- Your violation of these Terms of Service or any applicable laws or regulations;
- Your infringement or violation of any third party's rights, including intellectual property rights;
- Any content you submit, post, or transmit through the chatbot.

This indemnification obligation will survive the termination of your use of the Service and these Terms.

## **9. Termination**

Examify reserves the right to suspend or terminate your access to the chatbot at any time without notice for violations of these Terms or any other reasons.

## **10. Changes to Terms**

These Terms may be updated occasionally. Continued use of the chatbot after changes indicates your acceptance of the updated Terms.

## **11. Governing Law**

These Terms are governed by the laws of Hong Kong SAR.

## **12. Contact Information**

For questions or concerns about these Terms or the chatbot, please contact us at:  
[info@examify.pro](mailto:info@examify.pro)

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Thank you for using the Examify WhatsApp Chatbot to support your JUPAS journey!

# Privacy Policy for Examify WhatsApp Chatbot (JUPAS AI Consultant)

**Effective Date:** 8 June 2025

Examify ("we", "us", or "our") respects your privacy and is committed to protecting your personal data. This Privacy Policy explains how we collect, use, store, and protect your personal data when you use the Examify WhatsApp Chatbot (JUPAS AI Consultant) ("Service").

By using the chatbot, you agree to the collection and use of your personal data as described in this Policy.

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## 1. Data Controller

The data controller responsible for your personal data is:

Examify Limited

West Wing, 2/F, 822 Lai Chi Kok Road, Cheung Sha Wan, Hong Kong

info@examify.pro

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## 2. Personal Data We Collect

When you interact with the Examify WhatsApp Chatbot, we may collect the following personal data:

- **Your name and school:** The name and school you give us during registration
  - **Contact information:** WhatsApp phone number you use to chat with the bot.
  - **Academic information:** Predicted grades, subjects of interest, and other educational details you provide to receive personalized advice.
  - **Chat data:** Messages and interaction history with the chatbot.
  - **Device and usage data:** Information about your device and usage patterns to improve the Service.
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## 3. Purpose of Collection and Use

We collect and use your personal data for the following purposes:

- To provide and improve the JUPAS consultation and personalized learning services.
  - To generate tailored recommendations.
  - To communicate with you and respond to your inquiries.
  - To analyze usage trends and enhance the chatbot's performance.
  - To further train and improve our AI models, ensuring better service quality.
  - For marketing and promotional purposes, such as sending you updates, offers, and information about our products and services (you may opt out of marketing communications at any time).
  - To comply with legal obligations.
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## 4. Data Retention

We retain your personal data only for as long as necessary to fulfill the purposes outlined above, or as required by law. When your data is no longer needed, we will securely delete or anonymize it.

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## 5. Data Sharing and Disclosure

We may share your data with:

- **Service providers:** Trusted third-party vendors who assist in operating the chatbot and platform, including those involved in AI model training and marketing analytics, subject to strict confidentiality agreements.
  - **Legal authorities:** When required by law or to protect our rights.
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## 6. Security Measures

We implement reasonable technical and organizational measures to protect your personal data against unauthorized or unlawful access, accidental loss, destruction, or damage.

However, no internet transmission or electronic storage method is 100% secure, and we cannot guarantee absolute security.

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## 7. Your Rights under the PDPO

Under Hong Kong's Personal Data (Privacy) Ordinance, you have the right to:

- Access your personal data held by us.
- Request correction of inaccurate data.
- Request erasure of your personal data (subject to legal or operational restrictions).
- Object to or restrict the processing of your data.
- Opt out of receiving marketing communications from us at any time.

To exercise your rights, please contact us at the contact details below.

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## **8. Third-Party Links**

Our Site may contain links to third-party websites that are not operated by us. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services. We encourage you to review their privacy policies.

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## **9. International Data Transfers**

If your data is transferred outside Hong Kong for processing or storage, we will ensure it receives a comparable level of protection consistent with the PDPO.

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## **10. Changes to This Privacy Policy**

We may update this Privacy Policy from time to time. Any changes will be posted here with an updated effective date. Please review regularly.

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## **11. Contact Us**

If you have any questions or requests regarding this Privacy Policy or your personal data, please contact:

Examify Limited

Email: [info@examify.pro](mailto:info@examify.pro)

Address: West Wing, 2/F, 822 Lai Chi Kok Road, Cheung Sha Wan, Hong Kong

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By using our site and services, you acknowledge that you have read and understand this Privacy Policy and agree to the collection and use of your information as described herein. Thank you for trusting Examify with your educational journey. We are committed to safeguarding your privacy.



# How to Request Deletion of Your Personal Data

If you want us to delete your personal data collected through the Examify WhatsApp Chatbot (JUPAS AI Consultant), please follow these steps:

## Step 1: Contact Us

You can request data deletion by sending your request to [info@examify.pro](mailto:info@examify.pro). Please include your WhatsApp number or any other information that helps us identify your data.

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## Step 2: Verify Your Identity

To protect your privacy, we may ask you to confirm your identity before processing your request. This helps us ensure that data is only deleted at the request of the rightful owner.

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## Step 3: Wait for Confirmation

Once we receive and verify your request, we will process the deletion within **30 calendar days**. We will notify you when your data has been deleted.

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## Important Notes:

- Some data may need to be retained if required by law or for legitimate business purposes (we will inform you if this applies).
  - If you have any questions or concerns about data deletion, feel free to contact us at [info@examify.pro](mailto:info@examify.pro).
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We are committed to respecting your privacy and processing your data deletion requests promptly.