

## **PRIVACY POLICY**

**The Privileged Circle Pte. Ltd.** (“we”, “us” or “our”) respects your privacy. This privacy policy (“**Privacy Policy**”) sets out the basis which we may collect, use, disclose or otherwise process personal data (“**Personal Data**”) provided by you through our website (“**Website**”), and/or services (“**Services**”) in accordance with the Personal Data Protection Act 2012 of Singapore (“**PDPA**”).

It is important that you read this Privacy Policy so that you are fully aware of your rights and our responsibilities in relation to your Personal Data.

This Privacy Policy is applicable to all Personal Data in our possession or under our control, including Personal Data in the possession of third parties which we have engaged to collect, use, disclose or process Personal Data for the purposes set out in the Privacy Policy.

This Privacy Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your Personal Data by us.

### **1. Collection of Information**

- 1.1. When using our Website or our Services, we may collect certain information including, but not limited to, your name, contact details, information about the device you use and how you use the Website. Further, we may collect information about other family members or third parties where you provide information about those individuals through your use of our Services.

### **2. Acceptance of Privacy Policy**

- 2.1. By using or accessing our Website and/or Services, you acknowledge that you have read and understood this Privacy Policy, agree to be bound by this Privacy Policy and conclude a legally binding contract with us, and give your consent for the collection, use and disclosure of data for the purposes listed in Clause 4. If you do not agree to this Privacy Policy, please do not use or access our Website and/or Services.
- 2.2. We reserve the right, at our sole discretion, to modify or update this Privacy Policy at any time without notice and all changes will become immediately effective upon posting on our Website. Your continued use or access of our Website and/or Services after such changes have been made constitutes your acknowledgement and acceptance of, and consent to, such changes and the amended Privacy Policy. It is your sole responsibility to check this Privacy Policy regularly for changes. You may determine if any such revision has taken place by referring to the date on which this Privacy Policy was last updated. If you do not agree to the amended Privacy Policy, please do not continue to use or access our Website and/or Services.

### **3. Withdrawal of Consent**

- 3.1. The consent that you provide for the collection, use and disclosure of your Personal Data will remain valid until such time it is withdrawn by you in accordance with this section. You may withdraw consent and request us to stop using or disclosing your Personal Data for any or all of the purposes listed in Clause 4 by submitting your request via email to our data protection officer (“**Data Protection Officer**”), or any of our representative and/or employee, at the contact details provided in Clause 12 below.
- 3.2. Upon receipt of your request via email to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on the provision of our Website and/or Services to you) to process your request and to notify you of the consequences of us acceding to your request, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within a reasonable timeframe.

- 3.3. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be able to continue providing our Website and/or Services to you and we shall, in such circumstances, notify you before completing the processing of your request.
- 3.4. Should you decide to cancel your withdrawal of consent, please inform our Data Protection Officer via email at the contact details in Clause 12.
- 3.5. Please note that withdrawing consent does not affect:
  - a. the lawfulness of any collection, use, disclosure or processing of your Personal Data prior to your withdrawal;
  - b. our right to continue to collect, use and disclose Personal Data where such collection, use and disclose without consent is permitted or required under applicable laws; or
  - c. the lawfulness of any collection, use, disclosure or processing of any data that is not Personal Data at any time.

#### **4. Collection of Personal Data**

- 4.1. For the purposes of this Privacy Policy, Personal Data is any information which can be used to identify you or from which you are identifiable. Such Personal Data may include but is not limited to your name, nationality, race, date of birth, marital status, religion, government-issued identification numbers, passport details, email address, telephone number, bank and credit card details, employment information and financial information.
- 4.2. We shall not retain your Personal Data for any period longer than necessary to fulfil the purposes listed in Clause 4, or as required or permitted by application laws.
- 4.3. Once it is reasonable to assume that the retention of your Personal Data no longer serves the purpose for which the Personal Data was collected and is no longer necessary for legal or business purposes, we shall delete all your Personal Data in our possession.

#### **5. Use of Personal Data**

We may use your Personal Data for the following or related purposes, but not limited to:

- a. conducting investigations to improve our services;
- b. fulfilling our obligations to you by providing the Services required;
- c. processing transactions, should the Company implement a subscription system;
- d. to register you as a registered user of the Company's Services;
- e. protecting personal safety and the rights, property or safety of others;
- f. sending you marketing information and/or advertisements through emails, newsletters or marketing materials regarding updates, marketing, advertising and general customer support services;
- g. performing any activities relating to our internal compliance requirements such as our internal policies, procedures and archive requirements whether within or outside of your jurisdiction;
- h. as reasonably required for the provision of third party services;
- i. allowing for audits and surveys to, among others, validate the size and makeup of our target customers and understand the experience they had with our Website and/or Services;
- j. improving our Website and/or Services and/or enhancing your customer experience;
- k. analysing customer's behaviour on our Website and/or Services;
- l. recommending personalised services relevant to specific users;
- m. delivering services you request;

- n. when required by law or to respond to any legal process;
- o. preventing or investigating any possible or suspicious breach of any terms of our services, fraud, illegal activity, negligence or misconduct, whether or not related to your usage of our services or any other matter arising out of your relationship with us; and
- p. any other purposes we inform you of when we obtain your consent.

## **6. Disclosure of Personal Data**

Personal Data held by us may be disclosed to third parties for the purposes as set out in this Policy. Such parties may include:

- a. our service providers (including cloud storage, data analytics, marketing and service providers);
- b. business partners;
- c. legal advisors, government authorities, enforcement agencies, courts, tribunals or judicial bodies;
- d. our related entities (including any subsidiaries or affiliates); and
- e. other third parties to fulfil the purposes as set out in this Policy.

## **7. Security Measures**

- 7.1. To ensure the security and privacy of your Personal Data in our control or possession, we shall take security arrangements which we deem reasonably appropriate.
- 7.2. We shall only disclose your Personal Data on a need-to-know basis.

Although we aim to protect your Personal Data to the best of our ability, we cannot guarantee that your Personal Data will not be subject to any loss, theft or unauthorised access, collections, use disclosure and alteration or disposal. Subject to any applicable law, we shall disclaim any responsibility or liability directly or indirectly arising out of or in connection with the same.

- 7.3. It shall be your sole responsibility for safeguarding and maintaining the confidentiality of your personal data. You should be aware that no method of transmission over the Internet or method of electronic storage is completely secure.

## **8. Transfer of Personal Data overseas**

- 8.1. By using or accessing our Website and/or Services, you consent and/or are deemed to consent to the transfer of your Personal Data from Singapore to another country for fulfil purposes as set out in this Policy. We shall not otherwise transfer your Personal Data overseas without your prior consent.
- 8.2. Where your Personal Data is required to be transferred overseas, we shall put in place measures to protect your Personal Data overseas at a standard that is comparable to that under the PDPA.

## **9. Cookies**

We use cookies on our Website. Cookies are small files containing a text-only string of information that our Website transfers to your device's hard disk or hard drive. These cookies may be used to store information for enabling certain functions pertaining to our Services, such as completing forms, facilitating website navigation, authentication, recognising your device when you return to our Website, and allowing us to compile aggregated statistics that help us improve the structure and performance of our Website. You may accept or decline cookies by

modifying the settings of your browser or device. Please be aware that disabling cookies may affect the availability, functionality or use of our Website and/or Services.

## **10. Third Party Links**

Occasionally, our Website may contain links to third party products or services. These third-party sites have separate and independent privacy policies. We hereby disclaim any responsibility or liability for the content and activities of these linked sites. Your use or access of such third-party links is at your own risk and it shall be your sole responsibility to read the privacy policy of such third parties before providing your personal data to them.

## **11. Accuracy and Correction of Personal Data**

- 11.1. In accordance with applicable laws and regulations, we shall provide you with access to your Personal Data that we have in our possession or control, as soon as practicable upon your request.
- 11.2. Where you provide your Personal Data to us, you shall make reasonable efforts to ensure that your Personal Data is accurate and complete before providing the same to us. We shall put in place adequate measures to ensure that your Personal Data in our possession or control remain or is otherwise accurate and complete. In any case, we shall take steps to correct any errors in your Personal Data, as soon as practicable upon your request.
- 11.3. With regards to the provision of access to your Personal Data or the correction of any errors in your Personal Data, you may submit your request to our Data Protection Officer at the contact details provided in Clause 12.
- 11.4. Upon submitting your request, we shall respond to you as soon as reasonably possible or practicable.
- 11.5. If we are unable to provide you with access to your Personal Data or to make corrections and updates as requested by you, we shall inform you of the reasons why we are unable to do so, unless we are not required to do so under the PDPA.
- 11.6. For us to confirm your identity, we may require specific information from you. This is a security measure to ensure that your Personal Data is not disclosed to anyone without the right to receive it. We may also need to verify the accuracy of any new Personal Data you provide us.
- 11.7. You will not incur any fees to gain access to your Personal Data. However, you may be required to pay a reasonable fee if:
  - a. your request is repetitious or systematic in nature which causes unreasonable interference with our operations;
  - b. your request causes unreasonable or disproportionate burden or expense on us as compared to your interests;
  - c. the information you request to access cannot be found, does not exist, or is trivial; or
  - d. your request is otherwise frivolous or vexatious.
- 11.8. We may also refuse your request in the circumstances listed in Clause 10.7 above.

## **12. Visiting our Website outside Singapore**

- 12.1. Our Website is operated and hosted in Singapore. If you are visiting our Website from outside Singapore, please be aware that your data may be transferred to, stored and processed in Singapore where our servers are located. By using and accessing our Website, you hereby

consent to the transfer of your data to Singapore and its collection, use and disclosure as set out in this Privacy Policy. You further agree that all payment transactions made by you through our Website shall be deemed to have occurred in Singapore.

- 12.2. You also acknowledge that your use or access of our Website may be subject to local laws applicable in such territory outside Singapore from where you are visiting our Website. It shall be your sole responsibility to ensure that you use and access our Website only in compliance with such applicable local laws.

### **13. Contact**

If you have any enquiries or feedback on this Privacy Policy, our personal data protection policies and procedures, or if you wish to make any request, you may contact our Data Protection Officer at [haorui@val-international.org](mailto:haorui@val-international.org).