

Privacy Policy

Document Name:	Privacy Policy
Document Version No.:	2.0
Document Effective Date:	01 March 2018



Distribution List

The distribution list is kept with the Master Copy and is maintained by the Document Librarian.

Version History

Version No	Revised By	Description and Reason for Change
1.0	NA	Initial release on 30 September 2015
2.0	Legal Counsel	Updated on 01 March 2018

Document Sign-off

Role	Appointment	Signature	Date
Authored by	Legal Counsel		01 March 2018
Reviewed & Approved by	CEO		01 March 2018

PRIVACY POLICY

The purpose of this document (“**Privacy Policy**”) is to inform you of how Sunseap Group Pte Ltd and its subsidiaries (collectively, the “**Sunseap**”) collects, uses, processes and discloses Personal Data (as defined below) which is subject to the Personal Data Protection Act 2012 (the “**Act**”). Please take a moment to read this Privacy Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

Where you provide us with your Personal Data, in person, by email, through this website or any of its sub-domains (collectively, “this website”) or through any of our various offices in Singapore and overseas, or sign up any products and services offer by us (collectively “Offerings”), you agree and consent to the Group, as well as their respective representatives and/or agents (collectively, referred to herein as "Sunseap", "us", "we" or "our") collecting, using, holding, processing, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to the Groups’ authorised service providers and relevant third parties in the manner set forth in this Privacy Policy. If you do not consent to our collection, use and/or disclosure of your Personal Data as described herein, please do not use this website or any products or services provided by us or provide us with your Personal Data.

This Privacy Policy supplements but does not supersede nor replace any other consents you may have previously provided or subsequently provide to Sunseap in respect of your Personal Data. Your consents herein are additional to any rights which to any of the entities within the Group may have at law to collect, use or disclose your Personal Data.

Sunseap may from time to time update this Privacy Policy to ensure that it is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Privacy Policy as updated from time to time on our website - <http://www.sunseap.com> . Please check back regularly for updated information on the handling of your Personal Data.

1. Personal Data

- 1.1. In this Privacy Policy, “**Personal Data**” refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.
- 1.2. Examples of such Personal Data include, without limitation, your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address and any other information relating to any individuals which you have provided us in any forms you may have submitted to us, or via other forms of interaction with you.

2. Collection of Personal Data

- 2.1. When you visit this website, our third-party service provider websites, use our Offerings and/or subscribe to our products and services, we may collect certain types of information from you, including Personal Data, information that you, your computer, or your devices (including mobile devices) voluntarily provide via forms, surveys, applications and through the use of various Offerings or participation in various events, programs or services. We may also collect information about you from your online browsing and transactions, including your preferences, pages visited, technical information regarding your computer, devices and operating systems.

-
- 2.2 If you are only browsing this website, Sunseap generally does not capture any data that will allow us to identify you individually. However, please refer to section 9 below on cookies.
- 2.3. **Personal Data may also be collected in the following methods:**
- a) when you submit an application form or other forms relating to any of our products and services;
 - b) when you interact with our staff and customer service officers, including without limitation, via telephone calls (which may be recorded), letters, physical and virtual meetings, social media platforms and emails;
 - c) when you submit any form, including without limitation, employment applications and registration forms or when you provide documents or information including your resume and/or curriculum vitae in connection with any appointment as an officer or any other position;
 - d) when we seek information about you and receive your Personal Data in connection with your relationship with us, including for our products and services or employment applications, for example, from business partners, public agencies, your ex-employer, referral intermediaries and the relevant authorities;
 - e) when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you purchase and/or use our products and services;
 - f) when you request that we contact you or request that you be included in an email or other mailing list;
 - g) when you respond to our promotions, initiatives or to any request for additional Personal Data;
 - h) when you use some of our services and establishing any online accounts with us;
 - i) when we receive references from business partners and third parties. For an example, where you have been referred by them;
 - j) when your images are captured by us via closed-circuit television cameras while you are within our premises, or via photographs or videos taken by us or our representatives when you attend events at our premises;
 - k) when you are contacted by, and respond to, our marketing representatives and customer service officers;
 - l) when you purchase or obtain third party services through us;
 - m) when we seek information from third parties about you in connection with the products and services you have applied for; and
 - n) when you submit your Personal Data to us for any other reason.
- 2.4. By providing us with any Personal Data relating to a third party (e.g. information of your spouse, children, parents, and/or employees), you represent to us that you have obtained

the consent of the third party to provide us with their Personal Data for the respective purposes.

3. Purposes for the Collection, Use and Disclosure of Personal Data

3.1. Generally, we collect, use, disclose and/or share your Personal Data for the following purposes:

- a) verify your identity, update our records and generally maintain your accounts with us;
- b) respond to any queries, feedback, and requests that you may have;
- c) manage the administrative, business operations and product development of Sunseap (including compliance with internal policies);
- d) match any Personal Data held which relates to you for any of the purposes listed herein;
- e) communicate with you on any of Sunseap's products and services, announcements, promotions or contests, and to process your order and deliver products and services to you. If you are not currently participating or do not have an existing transaction with Sunseap, we will seek your separate consent;
- f) provide customer service and support, creating and maintaining profiles in our system database;
- g) monitor or record phone calls and customer-facing interactions for quality assurance, employee training and performance evaluation and identify verification purposes;
- h) resolve complaints and handling requests and enquires;
- i) prevent, detect, investigate and possibly prevent crime, fraudulent activities and analyse and manage commercial risks;
- j) conduct investigations relating to disputes, billing, suspected illegal activities or fraud;
- k) provide media announcements and responses;
- l) legal purposes (including but not limited to obtaining legal advice and dispute resolution);
- m) meet or comply with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on Sunseap (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations);
- n) communicate with you and/or to keep records in connection with a job application and other job opportunities (including (a) to contact the referee(s) and/or guarantor(s) whose details have been provided by you; (b) to verify your academic and professional qualification by contacting the school/college/university/institute/professional qualifying bodies; and (c) to disclose your personal data to Sunseap's customers in connection with your job application);
- o) facilitate events (including dialogue and distinguished lecture sessions);

- p) facilitate business asset transactions (including any business transfers, mergers, acquisitions or asset sales). In such transactions, customer information may be one of the transferred business assets. Also, in the unlikely event that an entity of the Group or substantially all of its assets are acquired, customer information may be one of the transferred assets;
- q) assess the suitability of external service providers or vendors;
- r) manage project tenders and quotations, processing orders or managing the supply of goods and services;
- s) provide access controls;
- t) manage the safety and security of our premises and services (including carrying out closed-circuit television cameras surveillance and conducting security clearances);
- u) manage and prepare incident reports;
- v) administer debt recovery and debt management;
- w) third parties (i) contracted by us to assist us in delivering part or all the products and services ordered by you; and/or (ii) who provide services to us such as professional advisers, IT consultants etc. We will use all commercially reasonable endeavours to ensure that these third parties comply with similar undertakings of privacy; and
- x) purposes which are reasonably related to the aforementioned.

3.2. Further we may collect, use and disclose your Personal Data in the following circumstances depending on the nature of our relationship:

3.2.1. If you are a shareholder, authorised bank signatory of Sunseap or sit on the Board of Directors of Sunseap:

- (a) facilitate your appointment;
- (b) maintain statutory registers and to manage the publication of shareholder or director statistics on annual reports and circulars; and/or
- (c) purposes which are reasonably related to the aforesaid.

3.2.2. If you are a customer or an existing employee or associate of Sunseap or Sunseap's Strategic Partners or the products and services of Sunseap's Strategic Partners:

- a) open or continue or terminate your subscription of our products and services you subscribe to (including but not limited to service activation, service operations, service deliver and order processing);
- b) facilitate the continuation or termination of your subscription to our products and services (including but not limited to administering subscription arrangements, account maintenance, account closure, processing renewal of contracts and customer relationship management);

-
- c) facilitate third party services if purchased, obtained, administered or processed through us;
 - d) manage and execute our service-level agreements with you;
 - e) process payment instructions, direct debit facilities and/ or credit facilities requested by you;
 - f) process payment and repayment obligations (including but not limited to debt collection, filling of claims and retrieval of payments from losses made by service partners);
 - g) enforce repayment obligations (including but not limited to debt collection, filing of claims and retrieval of payments from losses made by service partners);
 - h) administer and process any insurance claims and payments arising under the respective policies;
 - i) manage credit and internal risk (including but not limited to performing credit checks and disclosures to law enforcement agencies);
 - j) generate internal reports (including but not limited to annual, operational and management reports);
 - k) process referral payments and commission fees to our external partners;
 - l) administer fee adjustments, refunds and waivers;
 - m) analyse your use of the products and services so as to help us improve, review, develop and efficiently manage the products and services offered to you;
 - n) To conduct background screening;
 - (b) To provide remuneration, reviewing salaries and bonuses, conducting salary benchmarking reviews, staff appraisals and evaluation (including recognising individuals for their services and conferring options and awards);
 - (c) To administer administrative and support processes relating to your employment, including its management and termination, as well as staff benefits (including manpower, business continuity and logistics management or support, processing expense claims, medical insurance applications, leave administration, training, learning and talent development, bank loans and visa applications, and planning and organising corporate events);
 - (d) To provide you with tools and/or facilities to enable or facilitate the performance of your duties;
 - (e) To compile and publish internal directories and emergency contact lists for business continuity;
 - (f) To facilitate overseas travel arrangements (including but not limited to setting up travel accounts);

-
- (g) To conduct internal or external audits;
 - (h) To manage facilities (including but not limited to maintaining the security of our premises, maintaining proper key access control and recording entries and exits);
 - (i) To conduct analytics, surveys and research for human resource planning and management, and for us to review, develop, optimise and improve work-related practices, environment and productivity;
 - (j) To ensure that the administrative and business operations of Sunseap function in a secure, efficient and effective manner (including but not limited to providing internal communications and maintenance);
 - (k) To administer cessation processes; and/or
 - (l) Purposes which are reasonably related to the aforesaid.

3.2.4 We may also collect, use and disclose such Personal Data if so authorised or required by law or the relevant authorities, or exempted under the Act to do so. For example, where permitted under the Act or with your consent, Sunseap may also collect, use and disclose your Personal Data for the following “Sunseap Additional Purposes”:

- a) conduct market research and surveys to enable us to understand and determine customer location, preferences and demographics for us to offer you products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile, and to improve our service delivery and your customer experience;
- b) analytics and tracking, including facilitating the sale of analytical data;
- c) provide or market additional products, services and benefits (including invitations to special events and for promotions, loyalty and reward programmes by Sunseap and its subsidiaries, its Strategic and/ or Preferred Partners);
- d) match Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision, marketing or offering of products and services by Sunseap and its subsidiaries and its Strategic and/ or Preferred Partners;
- e) for leads generation and management for marketing Sunseap and its subsidiaries, its Strategic and/ or Preferred Partners products and services;
- f) communicate to your advertisements involving details of Sunseap and its subsidiaries and its Strategic and/ or Preferred Partners’ products and services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you (including but not limited to upselling, cross selling and telemarketing);
- g) organise promotional events and corporate social responsibility projects; and
- h) purposes which are reasonably related to the aforesaid.

In addition, where permitted under the Act and subject to the provisions of any applicable law, your Personal Data may be disclosed, for Sunseap's Additional Purposes, to the vendors or other third-party service providers in connection with promotions and services offered by Sunseap and its subsidiaries, its Strategic and Preferred Partners. However, please be assured that we do not disclose your Personal Data to our Preferred Partners for the purposes of the above unless your consent is expressly obtained.

- 3.5. If you have provided your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your Singapore telephone number(s), then from time to time, Sunseap may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services or those products and services offered by our Preferred Partners (including discounts and special offers).
- 3.4. In relation to particular products and services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.
- 3.5. You may withdraw your consent for receiving marketing or promotional materials/communication. You may contact us using the contact details found in section 4 below.
- 3.6. Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to 45 business days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time. Please note that even if you withdraw your consent for the receipt of marketing or promotional materials, we may still contact you for other purposes in relation to the products and services that you have hold or have requested or have subscribed from Sunseap.

4. How to Access and Correct Your Personal Data, or to Withdraw Consent

- 4.1. If you wish to:
 - (a) apply for a copy of the Personal Data we hold about you;
 - (b) request for your Personal Data to be updated or corrected; or
 - (c) withdraw consent you previously provided to us to use, collect or disclose the Personal Data we hold about you,

please contact our Personal Data Protection Officer at the contact details set out in Section 11 below.

- 4.2. Please note that if your Personal Data has been provided to us by a third party (e.g. referrer), you should contact that organisation or individual to make such queries, access and correction requests to Sunseap on your behalf.
- 4.3. With reference to Section 3.6 of this Policy, please allow us a reasonable period of time to respond to any request and effect any change. We may ask to verify your identity and for

more information about your request. Where we are legally permitted to do so, we may refuse your request and give you reasons for doing so. Where you request your Personal Data to be updated and there is a dispute about the facts, we will make a note on your Personal Data of such dispute. Where permitted to do so, we may charge an administrative fee for access requests.

- 4.4 If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, Sunseap may not be in a position to continue to provide its products and services to you to administer any contractual relationship in place, which in turn may also result in the termination of any agreements with Sunseap, and your being in breach of your contractual obligations or undertakings, Sunseap's Legal rights and remedies in such events are expressly reserved.

5. Accuracy

- 5.1. We need your assistance to ensure that your personal information is current, complete and accurate.
- 5.2. Where you provide personal information about yourself to us, you are responsible to provide accurate, not misleading, complete and up-to-date information about yourself and any other person whose personal information you provide us, and to contact us to update this personal information as and when it becomes inaccurate, misleading, incomplete or out-of-date.
- 5.3. In certain circumstances, you may need to provide to us personal information about someone other than yourself (for example, your referee in relation to your job application). If so, we rely on you to inform these individuals that you are providing their personal information to Sunseap, to make sure they consent to you giving us their information and to advise them about where they can find a copy of this Privacy Policy.

6. Security

- 6.1. As required under the Act, we will take reasonable care to protect your Personal Data from unauthorised access, collection, copying, improper use or disclosure, unauthorised modification, unlawful destruction or accidental loss and other similar risks.
- 6.2. The Internet is not always a secure method of transmitting information. Accordingly, while we seek to protect your Personal Data, Sunseap cannot accept responsibility for the security of information you send to or receive from us over the Internet or for any unauthorised access or use of that information.
- 6.3 Subject to the provisions of any applicable law, your Personal Data may be disclosed, for the purposes listed above (where applicable), to the following:
- a) Sunseap and its subsidiaries and employees to provide content, products and services to you, address your questions and requests in relation to your customer accounts, subscription and billing arrangements with us as well as our products and services, to activate, deactivate, install, maintain and operate our systems and/or services;
 - b) companies providing services relating to insurance and consultancy to Sunseap;
 - c) agents, contractors or third-party service providers who provide operational services to Sunseap, such as courier services, telecommunications, information technology,

payment, printing, billing, payroll, processing, technical services, training, market research, call centre, security or other services to Sunseap;

- d) vendors or third-party service providers in connection with marketing promotions and services offered by Sunseap, its Strategic Partners or its Preferred Partners;
- e) commercial shops and retailers in relation to providing rewards and benefits;
- f) other content or other service providers to facilitate their provision of content or services, or for operation and maintenance and billing between service providers;
- g) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or asset sale) involving any of Sunseap and its subsidiaries;
- h) collection and repossession agencies in relation to the enforcement of repayment obligations for debts;
- i) credit bureaus for the purpose of preparing credit reports or evaluation of creditworthiness;
- j) external banks, credit card companies and their respective service providers;
- k) our professional advisers such as auditors and lawyers;
- l) relevant government regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any governmental authority; and
- m) any other party to whom you authorise us to disclose your Personal Data to.

7. Third Party Websites

This website may contain links to third party sites whose data protection and privacy practices differ from ours. We are not responsible for the content and privacy practices of these other websites and encourage you to consult the privacy policies of those websites. Sunseap is not responsible for any information that is submitted to or collected by these third parties.

8. Retention of your Personal Data

Sunseap will retain your Personal Data for the duration of time to carry out the purposes for which your personal data was collected, for the other purposes set out in this policy, for business purposes and as required by relevant laws. We will cease to retain your Personal Data or remove the means by which it can be associated individually with you as soon as it is reasonable to assume that (a) the purpose for which that personal data was collected is no longer being served by retention of the personal data; and (b) retention is no longer necessary for legal or business purposes.

9. Cookies

- 9.1. This website uses cookies to monitor browsing preferences and help us analyse data about webpage traffic in order to make website improvements and for statistical analysis purposes. A cookie does not give us access to your computer or any personally identifiable information

about you, other than the data you choose to share with us. Most internet browsers offer the option to turn off any cookie.

- 9.2. Should you wish to disable the cookies, you may do so by changing the settings on your browser. However, you may not be able to experience all the features of this website.
- 9.3 Sunseap is not responsible for the Personal Data policies (including Personal Data protection and cookies), content or security of any third-party websites linked to the Sunseap website.

10. IP Addresses

When you visit this website, our server may record your IP address together with the date, and duration of your visit. An IP address is an assigned number, similar to a telephone number, which allows your computer to communicate over the Internet. We may use this information to compile statistical data on the use of this website to track how users navigate through this website. We may do this, so we can evaluate and improve our site.

11. Contact Us

If you have any comments or queries, please contact our Personal Data Protection Officer in writing at the address below referencing “Personal Data Protection Act”:

Sunseap Group Pte Ltd and its subsidiaries

2 Boon Leat Terrace, #04-03/04
Harbourside Building 2,
Singapore 119844
Email: dpo@sunseap.com
Telephone: (65) 6816-1000
Attn: Personal Data Protection Officer

12. Governing Law

This Data Protection Policy and your use of this website shall be governed in all respects by the laws of Singapore.