

WEBSITE TERMS AND CONDITIONS

1. TERMS OF USE

- 1.1 By accessing, browsing or using our platform, system, market, websites or any mobile application operated by us or linked to our platform, or any page thereof (collectively, the "**Platform**"), through any direct or indirect means (individually or collectively), or by using or accessing the facilities or services (each a "**Service**", as the case may be) offered in or through the Platform or through alternative methods (including, for example, telephone, mail, email or facsimile). You accept and agree to be bound by these Terms of Use and any other document, terms or conditions that form part of the same, as may be amended, supplemented, modified or added from time to time (these "**Terms of Use**"). The Services will be provided in accordance with the relevant agreements and/or trading rulebook ("**Agreements**"). All other capitalised terms used in these Terms of Use but not otherwise defined herein shall have the meaning set forth in the relevant Agreements.
- 1.2 If you do not agree to these Terms of Use, you are not authorised to access or use the Platform, and you are to cease accessing or otherwise using the Platform. The details, description, functions and process in respect of each Service will be set out on the Platform itself and may be revised, amended or supplemented from time to time. You agree that for your use or purchase of each Service, you will from time to time satisfy yourself by fully reading and understanding the details, description, functions, process and Agreements in respect of each Service, prior to using or purchasing any of the Services.
- 1.3 Private Group Exchange Pte. Ltd. ("**PrivEx**") operates the Platform and shall have the right at any time to change or discontinue any aspect or feature of the Platform and the right to modify these Terms of Use and/or any other terms and conditions applicable to users of the Platform, or any part thereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Platform. Any continued use by you of the Platform or the use of the Services offered in or through the Platform shall be deemed to constitute your acceptance of such changes.
- 1.4 In these Terms of Use, "we", "our" and "us" refers to PrivEx and "you" and "your" is defined to any Viewer who accesses and uses the Platform. For the avoidance of doubt, these Terms of Use do not apply to any Transactors and Assistants.
- 1.5 In the event of any express conflict between these Terms of Use and the Agreements for the use of any of our Services, or any other such terms and policies which may be promulgated from time to time, the terms of the Agreements shall take precedence.
- 1.6 By using the Platform, you acknowledge that you have read, understood, and (i) agree to be bound by these Terms of Use; and (ii) you represent and warrant that you are at least 21 years of age.

2. ACCESSING THE PLATFORM

- 2.1 We will use our best efforts to keep the Platform accessible at all times and while we will use our best efforts, we cannot guarantee that the Platform will be fully or partially operational at all times. You agree that we will not be responsible for any losses that

may arise from the inability to access to the Platform, from visiting the Platform and/or from the reliance on the information provided within the Platform.

3. USE OF PLATFORM

- 3.1 You shall be granted a non-exclusive, non-transferable, revocable licence to access and use and access the Platform solely in connection with the use of the Services.
- 3.2 You shall take all reasonable precautions to prevent any act that may interfere with the proper working of the Platform or the Services, not to transmit to PrivEx or the Platform any form of malicious software or any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform or the Services.
- 3.3 PrivEx reserves the right at any time without providing any notice, to make such modifications, improvements or additions to the Platform and any other systems necessary for the operations or security of the Platform, as PrivEx deems fit.

4. ACCEPTABLE USE

- 4.1 We intend for the Platform to be used for the Services only. The use of the Platform for any other purpose is strictly prohibited.
- 4.2 You also agree:
 - 4.2.1 not to reproduce, duplicate, copy or re-sell any part of or information on the Platform in contravention of any applicable law and the provisions of these Terms of Use; and
 - 4.2.2 not to access without authority, interfere with, damage or disrupt any part of the Platform or any software used in the provision of the Services on the Platform.
- 4.3 You further agree that if you are allowed to publish, post, transmit, transfer, distribute, or upload any content, on or through the Platform, you will not, and will not permit any representative, nominee or agent of yours to, publish, post, transmit, transfer, distribute, or upload any content, on or through the Platform that:
 - 4.3.1 contains any material which is defamatory of any person;
 - 4.3.2 contains any material which is obscene, offensive, hateful or inflammatory;
 - 4.3.3 provides sexually explicit material;
 - 4.3.4 promotes violence;
 - 4.3.5 promotes discrimination based on race, sex, religion, nationality, disability, or sexual orientation;
 - 4.3.6 infringes any copyright, database right, or trademark of any other person or entity;
 - 4.3.7 contains any content that is not entirely your own or for which you do not have any full rights to use;
 - 4.3.8 is likely to deceive any person;

- 4.3.9 is threatening, abusive, or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 4.3.10 is likely to harass, upset, embarrass, alarm or annoy any other person;
 - 4.3.11 us used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
 - 4.3.12 gives the impression that they emanate from us if it is not the case.
- 4.4 We reserve the right, but not the obligation, to monitor any content you post on the Platform. We will have the right, but not the obligation, without your consent or any prior notice to you, to remove any content that in our sole opinion violates, or may violate any applicable law or these Terms of Use or upon the request of any third party.

5. PRIVEX'S EMPLOYEES, AGENTS AND OFFICERS

- 5.1 You will not harass, annoy, intimidate, or threaten any of our employee(s) or agent(s) engaged in providing any portion of the Services to you. If we feel that your behaviour towards any of our employees, agent or officer is at any time threatening or offensive, we reserve the right to deny you any further access to the Platform and Services provided, as well as to take all such steps as may be available at law against you.

6. RELIANCE ON INFORMATION

- 6.1 We may provide general information on the Platform and do not purport to be a financial, legal, tax or professional advisor. Nothing on the Platform shall be construed as financial, legal or any other professional advice or recommendation of the information or Transactions or other financial products on the Market and/or System.
- 6.2 Any information provided by us is to be used at your own discretion and judgment. We strive to provide accurate information and unbiased opinions (if any) but we shall not be responsible in any way if any information is found to be inaccurate or contain any errors and/or omissions.

7. CHANGES TO CONTENT

- 7.1 We reserve the right to modify, add, delete or move any information, content, material, and data on the Platform at any time, without any prior notice to you.

8. COOKIES AND YOUR INFORMATION

- 8.1 We may use cookies and may also process information about you in accordance with our internal policy. By using the Platform, and accepting these Terms of Use, you consent to such processing and you warrant that all data provided by you is accurate.
- 8.2 For further information in this aspect, please refer to our privacy policy at www.privexgroup.com ("**Privacy Policy**") on how we collect, use and disclose information collected and received from you. By contracting with us under these Terms of Use, you also agree to be bound by our said Privacy Policy (as may be supplemented, amended or revised from time to time) or any part thereof.

9. LINKS ON THE PLATFORM

- 9.1 We may provide links to third party websites as part of our service to you but it is not an endorsement of any of such third party websites. Third party websites are governed

by their own terms of use and/or privacy policies and thus, we have no control over them. You may access these third party websites at your sole discretion and own risk. We shall not be liable for any loss you may incur, arising from your access to the third party websites. To the extent that any of these third parties may be carrying out any activities which are required to be regulated or approved by any government, regulator or agency under the laws of any jurisdiction, we do not represent that nor have the obligation to verify or ascertain that they are in fact so regulated or approved.

10. INTELLECTUAL PROPERTY

- 10.1 The content of the Platform including the text, graphics, and logo is our property and is protected by copyright and/or other proprietary rights. You may download, print, and store any copyright material for your personal use, but you shall not republish, distribute or commercially exploit the contents in any form without first obtaining our express written consent. You may not copy, reverse engineer, decompile, or create derivative works of the contents, or frame the Platform or any part of it. You may not modify or alter the contents in any way, or change or delete the copyright notice.

11. INDEMNITY

- 11.1 You agree to indemnify us for and keep us indemnified against all liabilities, obligations, actions, suits, claims, demands, losses and damages which we may incur or suffer, and all costs, charges and expenses of reasonable amount and reasonably incurred by us, arising from your use (or purported use) of the Platform and our exercise of our rights under these Terms of Use including, but not limited to, the following: (a) any breach by you of these Terms of Use, (b) any abuse or unauthorised use of the Platform, (c) any form of malicious software or any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, which has been introduced by you or your computer systems to the Platform which affects or causes the Platform to fail or malfunction, (d) any misconduct, including but not limited to negligence and fraud, in connection with your access to and use of the Platform, and (e) any claim by any third party against us for wrongdoing, including wilful misconduct and gross negligence, by us or any of our employees, representatives, affiliates or agents, arising from the use of the Platform..

12. LIMITATION OF LIABILITY

- 12.1 The content displayed on the Platform is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability for any losses or damage incurred by any user in connection with the Services or access to the Platform and any materials posted on it.
- 12.2 We expressly exclude liability for consequential loss, damage or corruption to other software or data or for loss of profit business revenue or goodwill incurred by any user.
- 12.3 To the fullest extent permitted by law, we will in no event be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Services, including without limitation, bodily injury, emotional distress, and/or other damages resulting from use of the Platform.
- 12.4 Notwithstanding the generality of clause 12.3, to the fullest extent permissible under applicable laws, if we are for any reason held to be liable to you, howsoever and

whatsoever the cause thereof, our liability will be limited to the amount received from you.

13. DISCLAIMERS

- 13.1 We are not responsible for any incorrect or inaccurate content posted on the Platform or in connection with the Services, whether caused by users of the Platform, or by any of the equipment or programming associated with or utilised in the Services.
- 13.2 We are not responsible for the conduct, whether online or offline, of any user of the Platform.
- 13.3 We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, user or user communications.
- 13.4 We do not guarantee that the Platform is or will be free of any viruses or anything that may be harmful technologically.
- 13.5 We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Platform and/or in connection with the Services.
- 13.6 Under no circumstances will we be responsible for any loss or damage, resulting from anyone's use of the Platform or the Services, any content posted on the Platform or transmitted to any third party, or any interaction or contact between users of the Platform whether online or offline.
- 13.7 Any content of whatever kind or form ("**Content**") made available through the Platform are PrivEx's or its licensors' exclusive property. To the fullest extent allowed by law, we provide the Platform. Services and Content on an "as-is" and "as-available" basis and grant no warranties of any kind, either express, implied, statutory or otherwise with respect to the Services or the Platform (including all content contained therein) including (without limitation) any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, expectations of privacy, or non-infringement. We do not warrant that the Platform or Services will be uninterrupted or error-free, secure, or that any defects or errors will be corrected. Any material downloaded or otherwise obtained through the use of the Services or Platform is accessed at your own discretion and risk, and you will be solely responsible and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet access, download or display device, or loss or corruption of data that results or may result from the download of any such material. If you do not accept this limitation of liability, you are not authorised to access, download or obtain any material through the Platform or use or access any Services. Save, in the case of a Failed Trade (as defined in the relevant Agreement) of PrivEx's right to declare a Failed Trade, the preceding provisions do not derogate from PrivEx's duty to execute a transaction matched on the Platform.
- 13.8 As the Contents provided through the Platform is on an "as-is", "as-available" basis, PrivEx does not warrant the results that may be obtained from the use of the Platform, or the accuracy, reliability, currency, or adequacy of any

Content (whether from us or any third party), and PrivEx expressly disclaims any liability for errors or omissions in the Contents.

- 13.9 You agree that you will only use the Contents as expressly authorised by PrivEx. Unless expressly stated otherwise in an Agreement, PrivEx does not transfer any right, title or interest in the Contents to the Participant. The Participant must not copy, modify, reproduce, distribute, publish, forward, on-forward or commercially exploit the Contents or create derivative works from the Contents without expressly being authorised to do so by PrivEx. No licence or right is granted to the Participant by implication, estoppel or otherwise.

14. IT SYSTEMS AND SECURITY ISSUES

- 14.1 You shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware and/or equipment to obtain access to the Platform and Services at your own risk and expense. If new or different versions of the web browser and/or other software and/or hardware and/or equipment necessary for the operation of the Platform and for Services to become available, PrivEx reserves the right to discontinue support for any prior version of the web browser and/or other software and/or hardware and/or equipment. If you fail to update the relevant web browser and/or other software and/or hardware and/or equipment as required, the Platform may fail to receive the electronic communications or to process them correctly, or you may be unable to obtain access to all features and/or services available, in which events PrivEx shall not be held liable.

- 14.2 In the development and operations of the Platform and/or Services, special emphasis has been placed on security. To protect you, PrivEx has developed multi-level security capabilities. However, you acknowledge that you may still be exposed to security risks, including without limitation:

14.2.1 Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorized third parties to access your systems or devices (for example, insufficiently protected storage or data on the hard disk, file transfers and monitor emissions) and it is your responsibility to take the necessary security precautions;

14.2.2 Your usage patterns may be monitored by third parties;

14.2.3 Third parties may gain unnoticed access to your computer systems and detect access to the Platform and Services and communications with PrivEx, and/or engage in fraudulent transactions via your accounts;

14.2.4 Viruses and other malicious codes may interfere with the Platform and/or the Services, the web browser or any relevant computer systems;

14.2.5 Third parties may access your electronic communications and any other information in transit between you and any other Participant or user of the Platform and/or Services; and

14.2.6 Use of untrustworthy software by you for the transacting of Transactions (as defined in the Participation Agreement) may introduce weaknesses or bugs into the core infrastructural elements of the Platform, which may affect the collection, storage and protection of information.

- 14.3 PrivEx will use best endeavours to protect the Platform and/or Services from the security risks outlined above. In the event of security risks being detected, PrivEx

reserves the right but shall not be obliged at any time to suspend the Platform and Services for your protection until the risks are removed.

- 14.4 You are advised to adopt the following security precautions and practices:
- 14.4.1 to install multiple security apparatus on all devices used for the Platform and Services;
 - 14.4.2 to update security apparatus and associative software on a regular basis;
 - 14.4.3 not to share identification and/or authentication credentials with others;
 - 14.4.4 to make regular backups of critical data;
 - 14.4.5 to log off from all online sessions and password protect device(s) when not in use;
 - 14.4.6 not to install software or run programs of unknown or untrusted origin;
 - 14.4.7 to delete junk, chain or suspicious e-mails;
 - 14.4.8 not to open suspicious e-mail attachments;
 - 14.4.9 not to use a computer or a device which cannot be trusted; and
 - 14.4.10 not to use public or unsecured network computers to access the Platform and Services.
- 14.5 The above information on security precautions and good practices are not intended to be exhaustive or static. Where applicable, you shall also comply with applicable laws in respect of any aspect in relation to IT systems and security.
- 14.6 PrivEx may, at its sole discretion, appoint, partner or collaborate with third party service providers to provide Services connected to the utilisation and operations of the Platform, and PrivEx will take all reasonable steps to satisfy ourselves that the Third Party Service Providers will be competent to provide the services in question.
- 14.7 Save for the obligations in Clause 14.3, Clause 14 is not, and shall not be deemed to constitute, an express or implied agreement by PrivEx for a higher standard of security than that prescribed in any applicable law.

15. THIRD PARTY HYPERLINKS

- 15.1 For your convenience, the Platform may include, refer to or make available hyperlinks to other websites or content on the internet that are owned or operated by third parties. Such linked websites or content are not under PrivEx's control and PrivEx is not responsible for the contents of or the consequences of accessing any such linked website.
- 15.2 Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you acknowledge and agree that your access to or use of such linked websites or content shall be entirely at its own risk.

16. LEGAL JURISDICTION AND DISPUTE

- 16.1 Your use of the Platform and any dispute arising out of such use of the same, the relationship between you and us and these Terms of Use are subject to the laws of Singapore without reference to its conflict of laws principles and that the courts of Singapore shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms of Use. However, we retain the right to bring proceedings against you for breach of any of these Terms of Use in your country of residence or any other relevant country.
- 16.2 If you access the Platform or use the Services from outside Singapore, to the maximum extent possible, you waive all rights under the laws and regulations of the territory from which you access or use the Platform or Services. Regardless of whether you access the Platform or use the Services from outside Singapore, all disputes shall be resolved in the courts of Singapore.

17. NO WAIVER

- 17.1 Any delay to exercise our rights under these Terms of Use does not constitute as a waiver of our rights. All of our rights are expressly reserved.

18. OWNERSHIP

- 18.1 www.privexgroup.com is fully owned and operated by Private Exchange Group Pte. Ltd. (UEN 201821974H), a company incorporated in Singapore.

19. RIGHTS OF THIRD PARTIES

- 19.1 A person or entity who is not a party to this Terms of Use has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any similar legislation in any jurisdiction to enforce any term of the Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description.

20. SEVERABILITY

- 20.1 If any part of this Terms of Use is found to be illegal, void, or unenforceable (whether in part or in full), it will not be given any effect and will be deemed not to be part of the Terms of Use. However, such treatment of the relevant part of the Terms of Use does not invalidate any of the remaining parts of the Terms of Use.

Privacy Policy

1. GENERAL

- 1.1 This personal data protection policy (this “**Policy**”) outlines how we collect, use, store, and disclose any personal data and information you may provide to us when you access and use the Platform. This Policy is an integral part of, and must be read with, our Terms of Use and all other policies, procedures and rules published on this Platform, as may be amended from time to time. Unless otherwise stated herein, capitalised words, phrases or terms that appear hereinafter shall have the same meanings as they have been defined or described in the Terms of Use as may be updated or amended from time to time.
- 1.2 The Policy may be updated from time to time at our sole and absolute discretion and without notification. Changes to this Policy will be effective upon posting to our Platform. Your continued access to and use of the Platform and any Service we offer after such changes have been posted will constitute your acceptance of the amended Policy. **If you disagree with any part of the Policy, you must immediately discontinue your access to, or use of, the Platform and our Services.**
- 1.3 The Policy supplements, but does not supersede or replace, any other consent that you may have previously provided to us in relation to your personal data. It also does not affect any rights that we may have under relevant Singapore law, including the Personal Data Protection Act 2012 and its regulations (collectively, the “**PDPA**”), in connection with the collection, use, and/or disclosure of your personal data. We may from time to time update the Policy without any prior notice to you, to ensure that the Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, the prevailing terms of the Policy shall apply.
- 1.4 We will take all reasonable measures to ensure the security of your personal data collected, used, stored and disclosed by us.
- 1.5 This Policy is intended to describe to you:
 - 1.5.1 the information we collect about you;
 - 1.5.2 how that information may be used;
 - 1.5.3 with whom it may be shared;
 - 1.5.4 how we protect your information;
 - 1.5.5 how you may access the information you have provided; and
 - 1.5.6 your choices about such uses and disclosures.
- 1.6 We encourage you to read this Policy carefully when using the Platform, the Services or transacting any business with us.

2. INFORMATION WE COLLECT ABOUT YOU

- 2.1 We may collect personal information that can identify you (including but not limited to your name and e-mail address, contact details, residential address, gender, age, date of birth and identity card/passport details) as well as other information that does not

identify you (including but not limited to specimen signatures, voice recordings of conversations or occupation). When you provide personal information through the Platform or otherwise provide to us, the information may be sent to servers located in Singapore or overseas.

- 2.2 We may collect and store any personal information you enter on the Platform or otherwise provide to us.
- 2.3 We may also periodically obtain both personal and non-personal information about you from business partners, contractors, and other third parties.
- 2.4 We may also collect and store personal information that you provide to us about other people, including their name, address, phone number or other personal information. You represent and warrant that you have obtained the necessary consents from those third parties to provide us with their personal information.
- 2.5 We use various technologies to collect information from you and about your activities on our Platform. We automatically collect information from your browser when you visit our Platform. This information includes your IP address, your browser type and language, access times, the content of any undeleted cookies that your browser previously accepted from us and the referring website address.
- 2.6 When you visit the Platform, we may assign your device one or more cookies, to facilitate access to our Platform, to personalize your online experience and to record information about your visit to our Platform. Through the use of a cookie, we also may automatically collect information about your online activity on the Platform, such as the pages you visit or the links or advertisements (if applicable) you click, or the other actions you conduct while on our Platform. The cookies do not store any personally identifiable information about you. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline cookies, please note that you may not be able to sign in or use some of the interactive features offered on the Platform.
- 2.7 We may use standard Internet technology, such as web beacons and other similar technologies, to track your use on the Platform. We also may include web beacons in promotional e-mail messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customise the Services we offer to deliver targeted advertisements and to measure the overall effectiveness of our online advertising, content, programming or other activities.
- 2.8 We may allow third parties, including our authorised service providers, advertising companies, and ad networks, to display advertisements on the Platform. We and these companies may use tracking technologies, such as cookies, to collect information about users who view or interact with these advertisements and connect to the Platform. The Platform does not provide any personal information to these third parties. This information allows us and these companies to deliver and gauge the effectiveness of targeted advertisements. Some of these third-party advertising companies may be advertising networks that are members of the Network Advertising Initiative, which offers a single location to opt out of ad targeting from member companies.

3. HOW WE USE INFORMATION COLLECTED

- 3.1 We may use information that we collect about you to:
 - 3.1.1 provide Services requested;

- 3.1.2 manage our relationship and provide customer support;
- 3.1.3 perform research analysis about your use of or interest in, our or any third party's products, services and content;
- 3.1.4 communicate with you about products or Services that may be of interest to you either from us or third parties;
- 3.1.5 develop and display content and advertising tailored to your interests on the Platform;
- 3.1.6 enforce any applicable terms and conditions;
- 3.1.7 manage our business; and
- 3.1.8 perform functions described to you at the time of collection.

4. SHARING OF INFORMATION

4.1 We want you to understand when and with whom we may share personal or other information we collect about you or your activities on our Platform or your use of our Services. We do not share your personal information with others except as indicated below or when we inform you and give you an opportunity to opt out of having your personal information shared. We may share all types of personal information with:

4.1.1 **Authorised Service Providers:** We may share your personal information with our authorised service providers that perform certain services on our behalf in connection our provision of the Services on the Platform. These service providers may include other financial institutions as well as companies that support features offered through the Platform, or that provide business analysis or website support. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.

4.1.2 **Business Partners:** When you express interest in products, services or promotions offered through the Platform or our Services, we may share your expression of interest with the businesses with which we partner to offer you those products, services, promotions, and/or contests, and, as applicable, their affiliates and third-party finder or marketing companies. When you elect to engage in a particular offer or programme, you authorise us to provide your e-mail address and other information to those businesses.

4.2 We may also disclose your information in the following situations:

4.2.1 In response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us;

4.2.2 When we believe disclosure is appropriate in connection with efforts to investigate, prevent or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; or to enforce our Terms of Use, or other agreements or policies including this Policy;

- 4.2.3 In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, asset sale or in the unlikely event of bankruptcy; and/or
- 4.2.4 In connection with transactions pursuant to a Service.
- 4.3 Any third parties to whom we may disclose personal information may have their own privacy policies that describe how they use and disclose personal information. Those policies will govern the use, handling and disclosure of your personal information once we have shared it with those third parties as described in this Policy. You agree that we are not responsible for the actions of these third parties with respect to their use and handling of your personal data and that you shall have no recourse whatsoever against us in respect of these third party actions. If you want to learn more about the privacy practices of these third parties, you agree that you will do the necessary to visit the websites of those third parties or perform such further understanding as you may deem necessary. These entities or their servers may be located either inside or outside Singapore.
- 4.4 We may share aggregated information (i.e., information about you and other users collectively, but not specifically identifiable to you) and other non-personal information we collect under any of the above circumstances. We may also share it with third parties companies to develop and deliver targeted advertising on the Platform. We may combine non-personal information we collect with additional non-personal information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers, and investors, for the purpose of conducting a general business analysis. For example, we may tell our advertisers the number of visitors to our websites and the most popular features or services accessed. This information does not contain any personal information and may be used to develop website content, products and/or services that we hope you and other users will find of interest and to target content and advertising.
- 4.5 There are a number of places on the Platform where you may click on a link to access other websites that do not operate under this Policy. For example, if you click on an advertisement or a search result on the Platform, you may be taken to a website that we do not control. These third-party websites may independently solicit and collect information, including personal information, from you and, in some instances, provide us with information about your activities on those websites. We recommend that you consult the privacy statements of all third-party websites you visit by clicking on the "privacy" link typically located at the bottom of the webpage you are visiting.

5. DISCLOSURE OF INFORMATION

- 5.1 Without prejudice to Clause 4, PrivEx has the right to:
 - 5.1.1 disclose any of the Participant's and that of its Authorised Contact Point(s)' or User(s)' information relevant for the provision of Services to any third party service providers;
 - 5.1.2 disclose any of the Participant's and that of its Authorised Contact Point(s)' or User(s)' information relevant for the provision of Services for PrivEx's commercial marketing purposes, with the Participant's prior written consent;
 - 5.1.3 collect, use and disclose the Participant's and that of its Authorised Contact Point(s)' or User(s)' information in the manner and for the purposes as described in Applicable Law and the Privacy Policy;

- 5.1.4 disclose any of the Participant's and that of its Authorised Contact Point(s)' or User(s)' information relevant for the provision of Services to any of our other offices or related company, whether in Singapore or not; and
- 5.1.5 disclose any of the Participant's and that of its Authorised Contact Point(s)' or User(s)' information, including information (i) to enable PrivEx to perform its obligations under this Agreement (ii) to whom such disclosure is considered necessary or required by any applicable law, and (iii) to the regulatory authorities, their affiliates or officers.
- 5.2 Clause 5 is not, and shall not be deemed to constitute, an express or implied agreement between us for a higher standard of confidentiality than that prescribed in any applicable law.
- 5.3 The Participant hereby agrees to ensure that its Authorised Contact Point(s) and User(s) are kept fully aware of this Policy and in particular, this Clause 5 and that the Participant agrees to ensure to give notice to or to obtain consent from each of its Authorised Contact Points and User(s) as required by applicable law in respect of the use of their personal information under this Agreement.

6. PROTECTION OF INFORMATION

- 6.1 Your personal data and the information that you share with us in confidence is treated with the utmost respect and care. Thus, the safety of your personal data is important to us and it is our policy to respect the confidentiality of information and the privacy of every individual.
- 6.2 We will only use, disclose and/or transfer personal data for the purposes individuals have been notified of and consented to or which are permitted under applicable laws and regulations. We will not sell, rent or give away personal data to third parties for commercial purposes without prior consent. Where marketing promotions are concerned, you agree that by agreeing to the Terms of Use, you will opt in to these marketing promotions and consent to receive them. However you will have the option to opt out of receiving these promotions by notifying us.
- 6.3 We regard breaches of privacy very seriously and we have implemented measures to secure and protect information, such as training our employees who handle personal data to respect the confidentiality of such personal data, storing personal data in a combination of secure computer storage facilities and paper based files and other records, taking steps to protect the personal data we hold from misuse, loss, unauthorised access, modification or disclosure.
- 6.4 We cannot, however, secure personal data from cyber-attacks, such as hacking, spyware, and viruses. Individuals cannot hold us liable for any unauthorised disclosure, loss or destruction of personal data arising from such risks.
- 6.5 The PDPA also requires us not to store personal data longer than necessary. We will cease to retain the personal data when it is no longer required for the purposes we originally notified the individual for or any business or legal needs.

7. ACCESS TO DATA PROVIDED TO US

- 7.1 We will use all reasonable endeavours to keep personal data we hold accurate, complete, up-to-date, relevant and not misleading. Please contact us at www.privexgroup.com/contact-us/ if you would like to access the personal data that we hold about you or if you would like to correct any personal data that is inaccurate,

incomplete or out-of-date, withdraw consent previously given, or to request that your personal data be deleted.

- 7.2 To be informed of the personal data we possess, as given to us by individuals, a verification of identity will be required of the party requesting the information. Disclosure is made only to the individual whom the personal data pertains to.
- 7.3 We take any and every complaint against personal data breaches very seriously and endeavour to ensure the address and satisfaction of all complaints that come through. Complaints can be lodged at salesops@privexgroup.com.

8. STORAGE OF INFORMATION

- 8.1 Save for any information collected in accordance with applicable law, the information PrivEx collects in respect of any Transactions transacted on the Platform will be limited to information that is required for the purposes of the Transaction.
- 8.2 Information PrivEx collects may be stored in Singapore or other countries that may have different levels of privacy protection. To the extent allowed by any applicable law, you consent to such transfer and processing of the information in such other countries.
- 8.3 PrivEx will use reasonable measures and to the extent permitted by applicable law, to maintain the security of all information collected against any loss, theft, unauthorised use, disclosure, or modification and to ensure the integrity of the information.
- 8.4 At the end of every five (5) years from the date of a Transaction on which information is collected by PrivEx, PrivEx may at any given time and at its sole discretion, securely dispose of all such collected information, and will use reasonable measures to notify the Participant in writing that all such information has been securely disposed. The disposal of such information will be conducted in accordance with PrivEx's internal policies and procedures. A Participant may by written notice, request for a copy of such information prior to its disposal. PrivEx will provide a copy of such information through a method or medium deemed appropriate by PrivEx.
- 8.5 No transfer, storage or retention of information as set out in Clause 8, can be guaranteed to be fully secure or error free. PrivEx therefore urges the Participant to take reasonable steps in ensuring the security of any information sent to or from PrivEx.

9. MISCELLANEOUS

- 9.1 This Policy is intended to cover collection of information on the Platform. Please be aware that your information may be transferred to, stored and processed in or outside of Singapore where our servers are located and our central database is operated. The data protection and other laws of Singapore and other countries might not be as comprehensive as those in your country. Please be assured that we seek to take reasonable steps to ensure that your privacy is protected. By using our Services, you understand that your information may be transferred to our systems and facilities and those third parties with whom we share it as described in this Policy.
- 9.2 We will occasionally update this Policy to reflect changes in our practices and services. When we post changes to this Policy, we will revise the "last updated" date at the top of this Policy and all such changes, amendments, supplements or modifications will be published at www.privexgroup.com. If we make any material changes in the way we collect, use, and/or share personal information that may impact you, we will notify you by sending an e-mail to the e-mail address you most recently provided us in your

account, profile or registration (unless we do not have such an e-mail address), and/or by prominently posting notice of the changes on our websites. We recommend that you check the Platform from time to time to inform yourself of any changes in this Policy or any of our other terms and policies.

- 9.3 In the event that Participant suffers a data breach and a theft of information, the Participant shall notify PrivEx through its Authorised Contact Point as soon as practicable.