

PRIVACY POLICY

OVERVIEW

- 1.1 PolicyXchange is committed to protecting and respecting your privacy.
- 1.2 This Privacy Policy applies to all persons and entities that access the Platform. **By accessing and / or using the services available on or through the Platform, you hereby acknowledge that you have read and agree to the terms of this Privacy Policy** (together with our Terms of Use <http://files.policyxchange.com/static/PolicyXchange-Terms-of-Use.pdf>, our Cookie Policy <http://files.policyxchange.com/static/PolicyXchange-Cookie-Policy.pdf>, and any other documents referred to on it).
- 1.3 The Privacy Policy (together with our Terms of Use, our Cookie Policy, and any other documents referred herein) is designed to assist you to understand how we collect, use, disclose and/or process the Personal Data you have provided to us, as well as to assist you in making an informed decision before providing us with any of your Personal Data. Please read the following carefully to understand our views and practices regarding your Personal Data and how we will treat it.

2. DEFINITIONS

- 2.1 Unless expressly specified otherwise, all capitalised terms in this Cookie Policy have the same meaning as that under the Terms of Use.
- 2.2 “**Cookies**” has the same meaning as that under the Cookie Policy.
- 2.3 “**Cookie Policy**” refers to the Platform’s cookie policy at <http://files.policyxchange.com/static/PolicyXchange-Cookie-Policy.pdf>.
- 2.4 “**Personal Data**” means information or data which can be used to directly or indirectly identify an individual who is a natural person including but not limited to your:-
- (a) full name;
 - (b) identification number (for example, identification card, passport or social security number);
 - (c) date of birth;
 - (d) correspondence address;
 - (e) the type of Service and/or Product utilised;
 - (f) banking and financial records; and
 - (g) personal details from Third Party Sites for e.g. Facebook.
- 2.5 “**Selected Third Parties**” refers to the third parties set out at section 4.5 below.

2.6 “**Terms of Use**” refers to the Platform’s terms of use at <http://files.policyxchange.com/static/PolicyXchange-Terms-of-Use.pdf>.

3. **INFORMATION COLLECTION**

3.1 From time to time, PolicyXchange may collect information and data about you, including information and data:

- (a) that you provide PolicyXchange or is provided to PolicyXchange by any person authorised by you;
- (b) in relation to each of your visit to our Platform; and
- (c) from such other third parties authorised by you and publicly available sources.

3.2 Through you, PolicyXchange may also collect information and data about your family members, friends and other individuals who may have authorised you to disclose information and data on their behalf (collectively all of the foregoing who are natural persons, (“**Relevant Individuals**”)).

3.3 In this regard, PolicyXchange may collect the following information and data stated at section 3.1 and 3.2 as follows:

- (a) Any information or data about you and/or such Relevant Individual(s) that can identify you or such Relevant Individual(s), including but not limited to name, date of birth, passport, national identity card number or other identification number or particulars, address, email address, phone number, contact details, financial and credit card information, personal description and photograph, products and services portfolio information, transaction patterns and behaviour, financial background, educational background and demographic data;
- (b) Any information and data about you and/or such Relevant Individual(s) generated and/or provided to us in the course of accessing our Platform and undertaking any activity on our Platform. For example, your registered username for the Platform, search results and history for Service and Product within our Platform, Service and Product Submissions history, records of transactions for Service and Product provided via our Platform, records of participation in any Interactive Service on our Platform, and your answers to questions intended for security verification;
- (c) Any information and data about you and such Relevant Individual(s) generated and/or provided to us in the course of maintaining the relationship between us and you including account review reports and records of correspondence with you over the phone or via email;
- (d) Any information and data about you collected in relation to each of your visit to our Platform including:

- (i) technical information, including the Internet protocol (IP) address used to connect your computer or Device to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
 - (ii) site visit information, including the full Uniform Resource Locators (URL) clickstream to, through and from our Platform (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number; and
 - (iii) information and data from Cookies or other technologies deployed on our Platform. For detailed information on such Cookies and technologies and the purposes for which we use them see our Cookie Policy.
- (e) Any information and data about you collected by us when you participate in events organised by us, such as functions, seminars, contests or reward programs, which may include photographs, videos and voice recording of you;
 - (f) Any information and data about you which we receive if you use any of the other websites operated by us, our Affiliates or the other services provided by us, our Affiliates. In such a case, we will have informed you and obtained your consent for the collection of such information or data about you by the relevant Privacy Policy contained from such other websites operated by us.
 - (g) Any information and data about you which we receive from Selected Third Parties (set out at section 4.5 below);

3.4 Information and data about you and such Relevant Individual(s) which are referenced above at section 3.3 shall collectively form part of Personal Data.

4. Use and Disclosure of Personal Information and Data

4.1 Where deemed necessary and appropriate by PolicyXchange and in accordance with applicable laws, rules, regulations, Personal Data may be used and disclosed by PolicyXchange and/or the PolicyXchange Group for the following purposes to:

- (a) grant you access and facilitate the use of our Platform and to ensure that the Site Content, Service, Product, Interactive Services, User Content, Third Party Content and Third Party Sites are presented in the most effective manner for you and for your Device;
- (b) provide you with information, Site Content, Service, Product, Interactive Services and User Content that you request from us and access to Third Party Sites and Third Party Content;

- (c) responding to your queries, requests and complaints;
- (d) carry out our obligations arising from any contracts entered into between you and us;
- (e) provide you with information about other Service and Product we offer that are similar to those that you have already purchased or enquired about;
- (f) provide you, or permit Selected Third Parties to provide you, with information about Service and Product that we feel may interest you. If you are an existing User, we will only contact you by email, SMS or phone with information about Service and Product similar to those that you had previously considered, booked, registered, subscribed, scheduled, reviewed, compared, listed, sold or purchased. If you are a new User, and where you consented to the disclosure of your Personal Data to Selected Third Parties, we (or such Selected Third Parties) may contact you by email or SMS with information about Service and Product;
- (g) notify you about changes to our Site Content, Service, Product, Interactive Services, User Content, Third Party Content and Third Party Sites;
- (h) administer our Platform and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- (i) improve our Platform to ensure that the Site Content, Service, Product, Interactive Services, User Content, Third Party Content and Third Party Sites are presented in the most effective manner for you and for your Device;
- (j) allow you to participate in Interactive Services and any other interactive features of our Platform, Service and Product, should you choose to do so;
- (k) implement and review safety and security measures on our Platform so as to keep our Platform safe and secure;
- (l) measure or understand the effectiveness of our advertising and third party advertising on our Platform and on other third party websites, and to deliver relevant advertising to you;
- (m) make suggestions and recommendations to you and other Users of our Platform about Service, Products or third party products and services that may interest you or them;
- (n) make decisions relating to the opening or continuation of User Account and the establishment, provision or continuation of Service and Product otherwise maintaining accurate “know your customer” information and conducting anti-money laundering, credit and background checks;

- (o) provide, operate, process and administer User Account, Service and Product or to process applications for User Account, Service and Product, any transactions (including remittance transactions), and to maintain service quality and train staff;
- (p) undertake activities related to the provision of User Account, Service and Product, including the provision of articles, education materials, research reports or similar materials;
- (q) provide Product-related services and support, including without limitation, provision of processing or administrative support or acting as an intermediary / nominee / agent in connection with your participation in Product;
- (r) provide or grant access to Product-related materials;
- (s) fulfill foreign and domestic legal, regulatory and compliance requirements applicable to PolicyXchange and the PolicyXchange Group under any Applicable Laws (including anti-money laundering and tax obligations applicable to PolicyXchange and the PolicyXchange Group, and disclosure to any court, governmental authority, supervisory authority or any other authority or regulator pursuant to relevant guidelines, regulations, orders, guidance or requests from such organisations);
- (t) verify the identity and/or authority of your representatives who contact PolicyXchange or the PolicyXchange Group or may be contacted by PolicyXchange or the PolicyXchange Group and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to our prevailing security procedures;
- (u) carry out data processing and perform statistical, trend analysis and planning, for present and future reference;
- (v) monitor and record calls and electronic communications with you for record keeping, quality, training, investigation and fraud prevention purposes;
- (w) detect, prevent, investigate and prosecute crime and fraud including to aid in any criminal investigation by the relevant authorities of you, such Relevant Individuals or any other person;
- (x) enforce (including, without limitation, collection of such outstanding amount(s) owed to PolicyXchange and/or the PolicyXchange Group) or defend the rights of PolicyXchange or the PolicyXchange Group, contractual or otherwise;
- (y) perform internal management to operate control and management information systems and to carry out internal audits or enable the conduct of external audits;

- (z) comply with contractual arrangements by or between industry self-regulatory, industry bodies, associations of industry providers or other institutions similar to PolicyXchange or the PolicyXchange Group;
 - (aa) manage PolicyXchange's relationship with you, which may include providing information to you or a Relevant Individual, about PolicyXchange or the PolicyXchange Group's products and services, including without limitation, Service and Product, where specifically consented to or where permissible under applicable laws and regulations;
 - (bb) market products or services by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, market research, and designing or refining any similar products or services including by conducting market research, data analysis, and surveys; and
 - (cc) comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within PolicyXchange or the PolicyXchange Group and any other use of data and information in accordance with any PolicyXchange Group programs for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities (including but not limited to complying with the internal policies of PolicyXchange or the PolicyXchange Group).
- 4.2 We may combine any information and data, regardless of how such information and data were provided to us or collected by us, and use the combined information or data for the purposes set out at section 4.1 above.
- 4.3 We may also use and disclose Personal Data for any other purposes relating to any of the above set out at sections 4.1 and 4.2, which a reasonable person would consider appropriate in the circumstances.
- 4.4 As the purposes for which we may collect, use, disclose or process your Personal Data depend on the circumstances at hand, such purpose(s) may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent for the collection of such Personal Data, unless processing of your Personal Data without your consent is permitted by law.
- 4.5 We may also share Personal Data with Selected Third Parties including:
- (a) business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
 - (b) advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our Users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind

of audience they want to target. We may make use of information or data collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;

- (c) analytics and search engine providers that assist us in the improvement and optimisation of our Platform;
- (d) prospective seller or buyer of business or assets in the event that we sell or buy any business or assets, in which case we may transfer your Personal Data to such buyer or seller as part of the transaction;
- (e) any such organisations or persons, if we are under a duty to disclose or share your Personal Data in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use, our Cookie Policy, and other agreements, or to protect the rights, property, or safety of PolicyXchange and the PolicyXchange Group, our customers, Users or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;
- (f) agent, contractor or third party service provider who provides administrative, mailing, telemarketing, direct sales telecommunications, call centre, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment or other background checks or other services (including backup services) to PolicyXchange or the PolicyXchange Group in connection with the operation of the business of PolicyXchange or the PolicyXchange Group;
- (g) person or entity which is part of the PolicyXchange Group although only to the extent necessary to fulfill the relevant Permitted Purpose;
- (h) drawee or drawer bank in connection with any cheque or equivalent processed by PolicyXchange or the PolicyXchange Group;
- (i) financial institution with whom you have or propose to have dealings in relation to any Service and/or Product;
- (j) person or entity to whom PolicyXchange or the PolicyXchange Group is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to PolicyXchange or the PolicyXchange Group, or agreement entered into by PolicyXchange or the PolicyXchange Group and any government authority, domestic or foreign, or between or among any two or more domestic or foreign governmental authorities, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations with which PolicyXchange or PolicyXchange Group is required or expected to comply, or any disclosure pursuant to any contractual, best

practices or other commitment of PolicyXchange or PolicyXchange Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside whichever country you access the Platform from including disclosure to courts, tribunals, legal, regulatory, tax and government authorities or self-regulatory or industry bodies or associations, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;

- (k) financial institution, processing agent, Payment Gateway or any other person who will be involved in processing subscription payments, remittance transactions or any banking/financial activities; and
- (l) actual or proposed assignee of PolicyXchange or the PolicyXchange Group, or participant or sub-participant or transferee of PolicyXchange or the PolicyXchange Group's rights in respect of you or any other Relevant Individual, all or any part of the assets or business of PolicyXchange or the PolicyXchange Group (including but not limited to the purchase, sale, lease, merger, amalgamation or other acquisition, disposal or financing of an organization or a portion of an organization or of any of the business or assets of an organization, to which PolicyXchange or the PolicyXchange Group is a party or a prospective party).

4.6 In this regard, the purposes for the use and disclosure of information and data about you which is referenced under this section 4 shall collectively be referred to as "**Permitted Purposes**".

4.7 Without limiting the generality of the foregoing, we reserve the right to use any anonymised or aggregated data for any such purposes that we deem fit and to disclose such anonymised or aggregated data to third parties (including third parties located outside of Singapore) in our sole and absolute discretion, so long as such anonymised or aggregated data does not identify you or any individual.

5. ADMINISTRATION AND MANAGEMENT OF YOUR PERSONAL DATA

5.1 We will take reasonable efforts to ensure that your Personal Data is accurate and complete, if your Personal Data is likely to be used by PolicyXchange or the PolicyXchange Group to make a decision that affects you, or disclosed to another organisation. However, this means that you must also update us of any changes in your Personal Data that you had initially provided us with. We will not be responsible for relying on inaccurate or incomplete Personal Data arising from your not updating us of any changes in your Personal Data that you had initially provided us with.

5.2 We will also put in place reasonable security arrangements to ensure that your Personal Data is adequately protected and secured. Appropriate security arrangements will be taken to prevent any unauthorised access, collection, use, disclosure, copying, modification, leakage, loss, damage and/or alteration of your Personal Data. However, we cannot assume responsibility for any unauthorised use of

your Personal Data by third parties which are wholly attributable to factors beyond our control.

- 5.3 We will also put in place measures such that your Personal Data in our possession or under our control is destroyed and/or anonymized as soon as it is reasonable to assume that (i) the purpose for which that Personal Data was collected is no longer being served by the retention of such Personal Data; and (ii) retention is no longer necessary for any other legal or business purposes.
- 5.4 Where your Personal Data is to be transferred out of whichever country you access this Site from, we will comply with the Applicable Laws in doing so.

6. RIGHT TO REFUSE USE OF PERSONAL DATA FOR MARKETING PURPOSES

- 6.1 You have the right to ask us not to process your Personal Data for marketing purposes. Even after you have given us your consent for your Personal Data to be used for marketing purposes, you may, at any time thereafter, withdraw your consent. You can exercise your right to opt out of such processing by contacting us at email address specified at section 12 below or by marking on the relevant online forms we use to collect your data.

7. LINKS TO OTHER SITES

- 7.1 Our Platform may, from time to time, contain links to Third Party Sites and from the websites of our partner networks, advertisers or Affiliates. If you follow a link to any of these Third Party Sites, please note that these Third Party Sites may or may not have their own privacy policies and that we do not accept any responsibility or liability for these policies or lack thereof. Please check these policies before you submit any information including your Personal Data to these Third Party Sites.
- 7.2 If you access a page on our Platform that includes a social plugin, your browser may set up a direct connection to the servers of third parties and transfer the social plugin's content directly to your browser which will then integrate the content with the Third Party Sites and/or our Platform. We have no influence on the extent of the data that third parties collect via its social plugins. If you do interact with the social plugins, e.g. by using the "Like", "Share", "Follow" buttons or by posting a commentary, your browser will transfer such information directly to the Third Party Sites where it is being stored and/or published.
- 7.3 If you are a user of a Third Party Site and do not wish the Third Party Site to collect data on you via our Platform and to combine such data with your user data, you may need to log off from the Third Party Site before accessing our Platform. You may also wish to block social plugins by downloading and installing the relevant add-ons for your browser.

8. ACCESS TO INFORMATION

- 8.1 You have the right to request from us Personal Data about you held by PolicyXchange. If you wish to access, update or otherwise change or remove any information that you provide to us, please contact us at email address specified at section 12 below for assistance. Any access request may be subject to a fee to meet our costs in providing you with details of the information we hold about you.
- 8.2 In exceptional circumstances, PolicyXchange may deny you access to your Personal Data but we will provide you with an explanation of the reason(s) which prevent us from doing so under the applicable laws. Such exceptional circumstances include but are not limited to where:
- (a) An investigating authority or government institution objects to PolicyXchange complying with a customer's request;
 - (b) The information may, in the exercise of PolicyXchange's reasonable discretion and/or assessment, affect the life or security of an individual; and
 - (c) Data is collected in connection with an investigation of a breach of contract, suspicion of fraudulent activities or contravention of law.

9. CHANGES TO OUR PRIVACY POLICY

- 9.1 We may from time to time vary or amend this Privacy Policy by posting the amended Privacy Policy on this Site. Any use of the Platform, Services and/or Product after the amendment of this Privacy Policy will be deemed to be an acceptance of the amended Privacy Policy by you. If you do not agree to the amended Privacy Policy, you have the right to close your account and/or cease using the Platform, Service and Product. Please check this page from time to time as the changes, variations and corrections to the Privacy Policy are binding on you.

10. MINORS

- 10.1 PolicyXchange cannot distinguish the age of persons who access and use its websites. If a minor (according to applicable laws) has provided PolicyXchange with Personal Data without parental or guardian consent, the parent or guardian should contact PolicyXchange to remove the relevant Personal Data and unsubscribe the minor.

11. ACKNOWLEDGEMENT

- 11.1 You acknowledge that where you fail to supply relevant information or data or withdraw consent in respect of the collection, use and/or disclosure of relevant information or data as described in this Privacy Policy, PolicyXchange may be unable to open or continue User Account(s), or establish or provide or continue any Service and Product, or continue to allow you to use or access our Platform, Site Content, User Content, Service, Product, or Interactive Service. PolicyXchange or the PolicyXchange Group will inform you of the likely consequences for such withdrawal of consent should you inform us of your intention to withdraw your consent.

- 11.2 You warrant to PolicyXchange and the PolicyXchange Group that where you or your representatives are responsible for the provision of any information or data relating to any person(s) to PolicyXchange and the PolicyXchange Group, or has provided any such information or data to PolicyXchange and the PolicyXchange Group, you have informed and obtained the consent of the person(s) concerned to allow PolicyXchange and/or the PolicyXchange Group to collect, use and/or disclose information relating to the person(s) concerned as described in this Privacy Policy.
- 11.3 You agree that you have obtained the consent of all such Relevant Individual(s) so that any information or data of a Relevant Individual may be processed, kept, transferred or disclosed in and to any country as PolicyXchange and the PolicyXchange Group consider appropriate or necessary, in accordance with applicable law for the Permitted Purposes. Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any regulatory requests, governmental acts and orders) in such country/jurisdiction.
- 11.4 In accordance with the Terms of Use and Cookies Policy, you agree that PolicyXchange may amend and vary the terms of this Privacy Policy from time to time and that upon notification to you of such amended Privacy Policy, the contents thereof shall similarly amend, vary and supplement such Terms of Use, Cookies Policy, agreements and/or arrangements aforesaid with effect from the date specified in such amended Privacy Policy, and without prejudice to the foregoing, your access/use or continued access/use of the Platform, Site Content, User Content, Service, Product, or Interactive Service after such change shall also be deemed as your acceptance and agreement to the same.

12. CONTACT

Questions, comments and requests regarding this Privacy Policy are welcomed and may be directed to PolicyXchange's Data Protection Officer at the following:-

dpo@policyxchange.com

Attention: Data Protection Officer

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