

CTOMORROW
PRIVACY POLICY

Last updated: [November 23rd] 2020

1. GENERAL INFORMATION

- 1.1 This privacy policy ("**Privacy Policy**") sets out the basis on which we may collect, use or disclose personal data acquired in connection with our apps, platforms, products, services, events and Websites (collectively, the "**Services**"). Please read this Privacy Policy carefully to understand our views and practices regarding your personal data.
- 1.2 This Privacy Policy will apply to all the Services offered by us but excludes Services that have separate privacy policies and that do not incorporate this Privacy Policy.
- 1.3 Subject to Section 1.2, this Privacy Policy applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use or disclose personal data for our purposes.
- 1.4 We are always looking to improve the information we provide to our customers and contacts. Accordingly, if you have any feedback on this Privacy Policy, please let us know by contacting our Data Protection Officer whose details are set out at Section 14.

2. DEFINITIONS

In this Privacy Policy, unless the context otherwise requires, the following definitions shall apply:

"**Data Protection Legislation**" means the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore and any other applicable data protection laws in the relevant jurisdictions.

"**personal data**" means 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 an organisation has or is likely to have access. Examples of personal data include but are not limited to an individual's name, address, identification number(s), email address, phone number, gender, birth date, photograph(s), marital status, employment information, online identifier (such as username and IP address), credit history, income levels, device unique identity, operating system or version, hardware information, date and time spent on the Services, financial or payment related information (such as credit card numbers, bank account information and digital wallet address) and any information of a personal nature.

"**Section**" means a section in this Privacy Policy.

"**Services**" shall have the meaning given to it in Section 1.1.

"**user**", "**you**" and "**your**" means the end-user of our Services.

"**we**", "**us**" and "**our**" means CTomorrow PTE. LTD.. (Company Registration No. 202034998C), a company incorporated in Singapore, or its related corporations, as appropriate.

"**Websites**" means our main website at <https://ctomorrow.io/> and other websites which may be offered by us from time to time.

3. CONSENT

By using or subscribing for any of the Services, or submitting any personal data to us, you agree and consent to us collecting, using and disclosing such personal data in accordance with this Privacy Policy. If you do not agree with any part of this Privacy Policy, please do not subscribe for, or use..

4. THE INFORMATION YOU PROVIDE

4.1 You represent and warrant that the personal data which you provide or otherwise disclose to us is accurate and complete.

4.2 If you provide us with any personal data relating to a third party, you represent and warrant that (a) such personal data is accurate and complete; and (b) you have obtained the consent of such third party to the collection, use and disclosure of such personal data on the terms set forth in this Privacy Policy, and are duly authorised by such third party to do so.

5. PURPOSES OF COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

5.1 The purposes for the collection, use and disclosure of personal data (as the case may be) may vary depending on the nature of the Services which you use or subscribe for. In general, we may collect, use and disclose personal data for one or more of the following purposes:

- (a) to provide you with the relevant Services and to develop, improve, administer and maintain the Services;
- (b) to verify your identity and conduct appropriate due diligence checks for the purposes of providing you with the relevant Services;
- (c) to communicate with you on matters relevant to your relationship with us;
- (d) for our administrative purposes, including finance, IT and HR purposes, quality assurance and staff training;
- (e) to restrict attempts to use the Services from a restricted territory and attempts to use the Services in breach of the applicable terms of service;
- (f) to manage your subscription for the relevant Services, including the creation and management of your accounts;
- (g) to facilitate events that we hold and organise
- (h) if you consent to marketing, to send you marketing information about the Services;
- (i) to manage, develop and improve the Services, including to respond and deal with your requests, enquiries, feedback or complaints, providing maintenance and support and preparing for data backup;
- (j) to address, investigate or resolve any complaints, claims or disputes relating to any actual or purported violation of any terms and conditions for the Services;
- (k) for internal/external audit or compliance purposes;
- (l) to process payment or credit transactions;
- (m) to provide to third party service providers, agents and other organisations we have engaged to provide the Services on our behalf, but only to the extent necessary for the Services to be provided;

- (n) to prevent, detect and investigate crime, including fraud and money-laundering, and to analyse and manage other commercial risks;
- (o) to manage our infrastructure and business operations and to comply with internal policies and procedures;
- (p) to comply with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (q) to protect and enforce our contractual and legal rights and obligations; and
- (r) for any other purposes which are necessary, ancillary or consequential to the above, or which are permitted under the Data Protection Legislation.

5.2 The purposes listed above may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

5.3 Personal data which we collect, use and disclose include but are not limited to the following:

- (a) to improve and maintain any of the Websites or Services, we may gather analytics and statistical information such as the number of daily users, access times, total visits or page views, operating system version, domain names and referring website addresses;
- (b) to facilitate our communications with you, we may collect personal particulars such as your name, email address, contact number and request for additional information relating to the use of the Services;
- (c) for system administration and to improve the Services, we may collect information such as your habits, browser type, IP address, operating system, profession and feedback on our Services;
- (d) to understand browsing actions and patterns, we may collect statistical data about our users' browsing actions and patterns without identifying any individual;
- (e) if you contact us, we may keep a record of that correspondence; and
- (f) if you complete any survey, we may store and use that data for research purposes, which may include details of visits to the Websites such as traffic data and location.

5.4 Except as otherwise provided for in this Privacy Policy, such other agreement entered between you and us or required by applicable laws, we will not share your personal data with other parties without your consent.

6. **LIMITATIONS TO COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA**

6.1 We shall only collect, use and disclose your personal data to the extent necessary for the purposes described under this Privacy Policy and to the extent allowed under the Data Protection Legislation.

6.2 Subject to Sections 7 and 11, you may withdraw your consent at any time after giving reasonable notice by submitting your request to our Data Protection Officer at the email address set out at Section 14. Following the withdrawal of your consent, we shall no longer collect, use and disclose your personal data unless consent is again obtained or as authorised under the Data Protection Legislation. The withdrawal of your consent may however result in

certain consequences. For example, in certain cases, we may not be able to provide you with certain Services.

- 6.3 Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

7. RETENTION OF PERSONAL DATA

- 7.1 We shall collect and retain personal data in accordance with this Privacy Policy for as long as it is necessary, required, or relevant for business or legal purposes.

- 7.2 The length of time for which we retain personal data depends on the purposes for which we collect and use it and/or as required to comply with applicable laws and to establish, exercise or defend our legal rights. For example, after your account ceases to be active, we will retain your personal data for a reasonable period to ensure that we are in the position to respond to any queries or any issues that may arise thereafter.

- 7.3 Without prejudice to any other provision in this Privacy Policy, we retain the right to collect and store identifying information for the purpose of providing and improving the quality, features and user experience of our Services. All identifying information will be stored and handled with proper security measures as required under the Data Protection Legislation.

8. TRANSFER OF PERSONAL DATA OUTSIDE SINGAPORE

- 8.1 We may, to the fullest extent permitted under the Data Protection Legislation, transfer personal data to any governmental authority or law enforcement entity or officials in response to any lawful request, directive or order or pursuant to a discretion exercised by us in order to protect our rights, to protect the safety of public or any person or to prevent or stop any activity that may be considered to be illegal, unethical or criminal.

- 8.2 Due to the nature of the Services provided by us, you agree, acknowledge and consent that your personal data may be stored or processed in any country where we have operations or where we engage service providers.

- 8.3 Where we transfer your personal data out of Singapore, we shall take measures to ensure that such transfer complies with the Data Protection Legislation and that your personal data remains protected by the standards described in this Privacy Policy.

9. PROTECTING YOUR INFORMATION

- 9.1 We shall take reasonable steps to secure and protect your personal data by implementing measures to secure and protect your personal data as required to comply with the Personal Data Legislation, including:

- (a) making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to personal data; and
- (b) implementing security precautions safeguarding all electronic storage and transmission of personal data.

- 9.2 Notwithstanding Section 9.1, while we strive to use commercially acceptable means to protect your personal data, we cannot guarantee or warrant the security of any personal data which you transmit to us via the internet or otherwise and you acknowledge that such use of the internet involves certain inherent risks. Sending such data is entirely at your own risk. To the fullest extent permitted by applicable laws, we shall not be liable in any manner for any losses arising from any unauthorised collection, use and/or disclosure of such personal data whatsoever. We shall not be held responsible for the acts, omissions, data policies or use of

cookies by any third party, or the content or security of any third party websites (even if linked to the Websites). Any such liability is expressly disclaimed and excluded to the fullest extent permitted by applicable laws.

10. THIRD PARTY SITES

10.1 Our Services may, from time to time, contain links to external sites or resources which are operated by third parties. We have no control over the content and privacy practices of such sites or resources. You should review the privacy policies of these sites and resources operated by third parties and understand how your personal data may be used by those third parties.

10.2 Third party websites have their own terms and conditions and privacy policies, and you should read these carefully before you submit any personal data to these websites. We do not endorse or otherwise accept any responsibility or liability for the content of such third party websites or third party terms and conditions or policies.

11. ACCESSING AND UPDATING YOUR PERSONAL DATA

11.1 It is important that the personal data we hold about you is accurate and up to date. It is your responsibility to ensure that all personal data that you provide is accurate and complete, and to inform us of relevant changes to your personal data. In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by contacting our Data Protection Officer at the email address set out in Section 14.

11.2 If you wish to (a) apply for a copy of your personal data that we hold; (b) update and/or correct your personal data that we hold; or (c) withdraw consent that you previously provided in relation to the use, collection and disclosure of your personal data, please contact our Data Protection Officer at the email address set out in Section 14.

11.3 Please give us a reasonable period of time to respond to any request and effect any change. When you contact us, we may require that you submit certain forms or provide certain information, including verification of your identity, before we are able to respond. Where we are legally permitted to do so, we may also refuse your request with or without providing you with any reasons for doing so. Where you have requested for a copy of your personal data that we hold, we may charge a reasonable administrative fee to cover the costs of responding to your request. If we decide to do so, we will provide you with a written estimate of such fee beforehand.

11.4 In compliance with any applicable laws or regulations or regulatory authority requirements, we may require you to provide additional information, including regarding your computer and other access devices for fraud prevention, anti-money laundering or know-your-client policies. We may compare your information with third party databases in order to verify its accuracy and confirm your identity.

12. AMENDMENTS TO THIS PRIVACY POLICY

12.1 We may amend this Privacy Policy at any time with or without notice.

12.2 Unless otherwise specified by us, any amendment to this Privacy Policy shall become effective and binding on you as of the time the updated Privacy Policy is posted on the relevant Websites. You may determine if any such amendment has taken place by referring to the date on which this Privacy Policy was last updated, as set out at the start of this Privacy Policy. Please check back frequently to see any amendments to this Privacy Policy.

12.3 All communications, transactions and dealings with us shall be subject to the latest version of this Privacy Policy in force at the time. The latest version of this Privacy Policy will supersede earlier versions and will apply to personal data provided to us previously.

13. **BUSINESS TRANSFERS**

We may sell, transfer or otherwise enter into schemes to share some or all of our assets, which may include your personal data, in connection with any merger, acquisition, reorganisation or sale of our assets whether pursuant to a business transaction or in the event of bankruptcy or insolvency. Your consent to this Privacy Policy represents also your consent to that sale, transfer or scheme.

14. **CONTACT**

If you have any questions, comments, complaints or requests regarding your personal data or this Privacy Policy, please submit a message through the Contact Us form on the CTomorrow (<https://ctomorrow.io/>) website.