



INSTAREM PRIVACY POLICY

NOV 2016

INSTAREM'S PRIVACY POLICY

PURPOSE OF POLICY (STATEMENT)

The following is the privacy policy statement ("Privacy Policy") of InstaReM Pte. Ltd. (collectively, "InstaSAVE", "we", "our", "us") and sets forth our policies & practises in connection with personal data that we collect through our website, and any mobile sites, applications, or other mobile interactive features (collectively, the "Platform").

Our policy is to comply—and ensure that our employees comply—with the requirements of the Singapore Personal Data Protection Act (2012) ("PDPA") and any other relevant privacy laws in the locations in which we operate.

In order to use the services provided on our Platform, you will have to share your personal data with us.

SCOPE

This Privacy Policy explains how we handle personal data you share with InstaSAVE.

1. Personal Data

"Personal data" is personally identifiable information that identifies you as an individual, such as your name, mailing address, email address, age range, and the like. Personal data is only obtained when you voluntarily provide the information to us. We use personal data to better understand your needs and interests and to provide you with better service.

2. Data Subjects

Individuals accessing the Platform or who are registering to use the services on the Platform and who voluntarily provide personal data to us ("you" or "your") are covered by this Privacy Policy.

INSTAREM PRIVACY PRINCIPLES

Your privacy matters to us. Our business has been built on trust between our customers and ourselves. To preserve the confidentiality of all information you provide to us, we shall maintain the following privacy principles:

- We will first obtain your consent to collect, use, or disclose your personal data.
- We only collect personal data that we believe to be relevant and necessary, in order to help us conduct our

business.

- We use your personal data to provide you with better customer services and products.
- Where your consent has been provided, your personal data may be transferred to third parties, including other InstaSAVE companies or agents, as may be advised to you, either within or outside Singapore, and as permitted by law. Any contracts with these third parties will include the necessary provisions to safeguard the personal data that is being transferred to them in accordance with the PDPA.
- We may be required from time to time to disclose your personal information to governmental or judicial bodies or agencies or our regulators, if required to do so by law.
- We shall take reasonable measures to ensure that your personal data in our possession or control is accurate and up-to-date.
- We protect the personal data in our possession or under our control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, or disposal of such data.

By maintaining our commitment to these principles, we will ensure that we respect the inherent trust that you place in us.

This policy shall stipulate:

- (1) our purposes of personal data collection;
- (2) the important controls we employ for protecting personal data;
- (3) the classes of persons we can transfer personal data to;
- (4) the data access and correction right of customers;
- (5) our policy for data transfer;
- (6) use of personal data in direct marketing;
- (7) retention of personal data; and
- (8) withdrawal of your consent.

(1) Purposes of data collection

a. From time to time, it may be necessary for you to supply us your personal data in connection with the opening or continuation of accounts and the establishment or continuation of facilities or provision of

opening or continuation of accounts and the establishment or continuation of facilities or provision of commercial services.

b. Failure to supply such personal data may result in our inability to open or continue accounts or establish or continue facilities or provide services to you.

c. We may also collect personal data in the ordinary course of the continuing our business relationship, for example, when you effect a payment transaction or avail any of our other services through the Platform.

d. We, or authorized third parties, may use your personal data for any one of the following purposes:

i. conducting credit checks and carrying out matching procedures at the time of application for credit and at the time of regular or special reviews which normally will take place at least once each calendar year;

ii. creating and maintaining our credit assessments;

iii. ensuring your ongoing credit worthiness;

iv. designing services or related products for your use;

v. marketing services, promotional materials, or other services or products for which we may or may not be remunerated;

vi. determining the amount of indebtedness owed to or by you;

vii. enforcement of your obligations, including, without limitation, the collection of amounts outstanding from you;

viii. complying with the obligations, requirements or arrangements for disclosing and using data that apply to us including:

I. any law binding or applying to us existing currently and as may be amended, from time to time;

II. 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 of financial services providers existing currently and in the future that apply to us; or

III. any present or future contractual or other commitment 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 that is assumed by or imposed on us by reason of our financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

ix. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within our intragroup companies, subsidiaries, or affiliates, and any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; or

x. other types of uses for personal data in connection with our business.

(2) Important controls employed by InstaSAVE for protection of personal data

a. Personal data in our possession and under our control shall be kept confidential and private under encryption. We shall take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal data. We shall store all the personal data you provide on our secure servers.

b. Physical copies shall be under lock and key with logged access.

c. Unfortunately, however, no data transmission over the internet or data storage system can be guaranteed to be 100% secure. Any losses of personal data shall be handled at the outset as per legislated requirements or guidelines. Should there be none, we shall make arrangements to notify the relevant internal & external stakeholders. Periodic updates will be arranged to notify on actions and remedies taken with the final solution to be shared, on a fair and equitable basis. The final handling decision lies with us, based on legal and regulatory priorities firstly followed by its social responsibility.

(3) Classes of persons we can transfer personal data

InstaSAVE may provide such personal data to the following third parties for the purposes set out in Section

opening or continuation of accounts and the establishment or continuation of facilities or provision of commercial services.

b. Failure to supply such personal data may result in our inability to open or continue accounts or establish or continue facilities or provide services to you.

c. We may also collect personal data in the ordinary course of the continuing our business relationship, for example, when you effect a payment transaction or avail any of our other services through the Platform.

d. We, or authorized third parties, may use your personal data for any one of the following purposes:

i. conducting credit checks and carrying out matching procedures at the time of application for credit and at the time of regular or special reviews which normally will take place at least once each calendar year;

ii. creating and maintaining our credit assessments;

iii. ensuring your ongoing credit worthiness;

iv. designing services or related products for your use;

v. marketing services, promotional materials, or other services or products for which we may or may not be remunerated;

vi. determining the amount of indebtedness owed to or by you;

vii. enforcement of your obligations, including, without limitation, the collection of amounts outstanding from you;

viii. complying with the obligations, requirements or arrangements for disclosing and using data that apply to us including:

I. any law binding or applying to us existing currently and as may be amended, from time to time;

II. 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 of financial services providers existing currently and in the future that apply to us; or

III. any present or future contractual or other commitment 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 that is assumed by or imposed on us by reason of our financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

ix. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within our intragroup companies, subsidiaries, or affiliates, and any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; or

x. other types of uses for personal data in connection with our business.

(2) Important controls employed by InstaSAVE for protection of personal data

a. Personal data in our possession and under our control shall be kept confidential and private under encryption. We shall take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal data. We shall store all the personal data you provide on our secure servers.

b. Physical copies shall be under lock and key with logged access.

c. Unfortunately, however, no data transmission over the internet or data storage system can be guaranteed to be 100% secure. Any losses of personal data shall be handled at the outset as per legislated requirements or guidelines. Should there be none, we shall make arrangements to notify the relevant internal & external stakeholders. Periodic updates will be arranged to notify on actions and remedies taken with the final solution to be shared, on a fair and equitable basis. The final handling decision lies with us, based on legal and regulatory priorities firstly followed by its social responsibility.

(3) Classes of persons we can transfer personal data

InstaSAVE may provide such personal data to the following third parties for the purposes set out in Section 1:

- a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or other services to it in connection with the operation of its business;
- b. any other person or entity under a duty of confidentiality within our group companies which has to be in line with their nature of function on a need to know basis;
- c. any person or entity to whom we are obliged or otherwise required to make disclosure under the requirements of any law binding on or applying to our relevant group company, 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 of financial services providers with which our relevant group company is expected to comply, or any disclosure pursuant to any contractual or other commitment of our relevant group company 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 existing currently and in the future applying to itself or its subsidiaries; or
- d. any other person or entity (including its associated companies or affiliates) who has established or proposes to establish any business relationship with it or recipient of the data.

In all instances we shall ensure that our contracts with such third parties shall stipulate that the third parties shall act in accordance with the PDPA with respect to your personal data.

(4) Access to and correction of personal data

You have the right:

- i. to check whether we hold your personal data;
- ii. to access and correct your personal data;
- iii. to request that we correct any of your personal data that may be inaccurate; and
- iv. to inquire about our policies and practices in relation to personal data and to be informed of the kind of personal data held by us.

b. The above requests can be addressed as follows:

Attention to: The Compliance Officer, InstaSAVE

Address: InstaReM Pte Limited, #28-05, 70 Anson Road, Hub Synergy Point, Singapore 079905

Email: support@instasave.asia

We may require you to verify your identity before we provide you access to your personal data.

c. We may charge you a fee in accordance with our Schedule of Fees and Guidelines to access to your personal data.

(5) Data transfer

Upon obtaining your consent, your personal data may be processed, kept, transferred or disclosed in and to any country by us and in accordance with the PDPA and the laws, rules, regulations, or governmental orders of that country.

(6) Use of Data in Direct Marketing

Before we use your personal data in direct marketing, we will obtain your explicit consent (which includes an indication of no objection) to do so.

If you do not wish us to use or provide to other persons his personal data for use in direct marketing as described above, you may exercise your opt-out right by notifying us as follows;

Attention to: The Compliance Officer, InstaSAVE

Address: InstaReM Pte Limited, Attn: Customer Service, #28-05, 70 Anson Road, Hub Synergy Point, Singapore 079905

Email : support@instrem.com

Telephone: +65 3158 0618

Nothing in this Privacy Policy shall limit your rights under the PDPA.

(7) Retention of personal data

We retain your personal data for the period necessary to carry out the purposes outlined in this Privacy Policy, unless a longer period is required or permitted by law

(8) Withdrawal of consent

You may, at any time, withdraw your consent for our collection, use, or disclosure of your personal data for any purpose by contacting our Compliance Officer as indicated above.