



## PRIVACY POLICY

Last Updated On: 14 June 2024

The purpose of this document ("**Privacy Policy**") is to inform you of how AiR Digital Pte. Ltd. manages Personal Data (as defined below) which is subject to the Singapore Personal Data Protection Act (No. 26 of 2012) (the "**Act**").

Please take a moment to read this Privacy Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.

By interacting with us, submitting information to us (including on or through the AiR Digital application or website ("**Application**")), or signing up for any products and services offered by us, you agree and consent to AiR Digital Pte. Ltd., as well as its representatives and/or agents (collectively referred to herein as "AiR Digital", "us", "we" or "our") collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to AiR Digital's authorised service providers and relevant third parties in the manner set forth in this Privacy Policy.

This Privacy Policy supplements but does not supersede nor replace any other consents you may have previously provided to AiR Digital in respect of your Personal Data, and your consents herein are additional to any rights which AiR Digital may have at law to collect, use or disclose your Personal Data.

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

### 1. Personal Data

- 1.1. In this Privacy Policy, "**Personal Data**" refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.
- 1.2. Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address and any other information relating to any individuals which you have provided us in any forms you may have submitted to us, or via other forms of interaction with you.

### 2. Collection of Personal Data

- 2.1. Generally, we collect Personal Data in the following ways:
  - (a) when you submit any form, including but not limited to customer inquiry forms or other forms relating to the Application or any of our services;
  - (b) when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use the Application or our services;
  - (c) when you interact with our staff, including customer service officers, for example, via telephone calls (which may be recorded), letters, fax, face-to-face meetings, social media platforms and emails;
  - (d) when you interact with us via the Application or our websites or use services on our websites;

- (e) when you request that we contact you or request that you be included in an email or other mailing list;
  - (f) when you respond to our promotions, initiatives or to any request for additional Personal Data;
  - (g) when you submit an employment application or when you provide documents or information including your resume and/or CVs in connection with any appointment as an officer, director, representative or any other position;
  - (h) when your images are captured by us via CCTV cameras while you are within our premises, or via photographs or videos taken by us or our representatives when you attend our events;
  - (i) when you are contacted by, and respond to, our marketing representatives and customer service officers;
  - (j) when we seek information about you and receive your Personal Data in connection with your relationship with us, including for our products and services or job applications, for example, from business partners, public agencies, your ex-employer, referral intermediaries and the relevant authorities; and/or
  - (k) when you submit your Personal Data to us for any other reasons.
- 2.2. When you browse our website, you generally do so anonymously but please see paragraph 6 below for information on cookies and other technologies which we have implemented on our website. We do not, at our website, automatically collect Personal Data unless you provide such information to us.
- 2.3. If you provide us with any Personal Data relating to a third party (e.g. information of your employees and/or sub-contractors), by submitting such information to us, you represent to us that you have obtained the consent of the third party to provide us with their Personal Data for the respective purposes.
- 2.4. You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with the products and services you have requested, or delays in providing you with products and services you have requested, or processing your applications.

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

- 3.1. Generally, AiR Digital collects, uses and discloses your Personal Data for the following purposes:
- (a) responding to, processing and handling your queries, feedback, complaints and requests;
  - (b) verifying your identity;
  - (c) managing and planning the administrative and business operations of AiR Digital and complying with internal policies and procedures;
  - (d) facilitating business asset transactions (which may extend to any mergers, acquisitions or asset sales);
  - (e) requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our services, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services;
  - (f) matching any Personal Data held which relates to you for any of the purposes listed herein;
  - (g) preventing, detecting and investigating crime and analysing and managing commercial risks;

- (h) managing the safety and security of our premises and services (including but not limited to carrying out CCTV surveillance and conducting security clearances);
  - (i) monitoring or recording phone calls and customer-facing interactions for quality assurance, employee training and performance evaluation and identity verification purposes;
  - (j) in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;
  - (k) conducting any form of investigations including but not related to those relating to disputes, billing, fraud, offences, prosecutions etc;
  - (l) meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on AiR Digital (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations); and/or
  - (m) purposes which are reasonably related to the aforesaid.
- 3.2. In addition, AiR Digital collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship:
- (a) If you are a prospective, current or former customer of AiR Digital:
    - (i) providing customer service and support (including but not limited to customer relationship management and processing and settlement of invoices and bills);
    - (ii) administering and processing your requests including creating and maintaining profiles of our customers in our system database for administrative purposes (including but not limited to tracking your use of the Application);
    - (iii) personalising your experience on the Application and conducting market research, understanding and analysing customer behaviour, location, preferences and demographics in order to improve our service offerings;
    - (iv) if you use the Application, sending you notifications and facilitating the provision of our services to you;
    - (v) administering debt recovery and debt management; and/or
    - (vi) purposes which are reasonably related to the aforesaid.
  - (b) If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by AiR Digital:
    - (i) assessing your organisation's suitability as an external service provider or vendor for AiR Digital;
    - (ii) managing project tenders and quotations, processing orders or managing the supply of goods and services;
    - (iii) creating and maintaining profiles of our service providers and vendors in our system database;
    - (iv) processing and payment of vendor invoices and bills;

- (v) facilities management (including but not limited to issuing visitor access passes and facilitating security clearance); and/or
  - (vi) purposes which are reasonably related to the aforesaid.
- (c) If you submit an application to us as a candidate for employment or internships:
- (i) conducting interviews;
  - (ii) processing your application (including but not limited to pre-recruitment checks involving your qualifications and facilitating interviews);
  - (iii) obtaining references and for background screening;
  - (iv) assessing your suitability for the position applied for;
  - (v) enrolling successful candidates as our employees and facilitating human resource planning and management (including but not limited to preparing letters of employment, name cards and building access passes); and/or
  - (vi) purposes which are reasonably related to the aforesaid.
- (d) If you are an existing employee of AiR Digital:
- (i) providing remuneration, reviewing salaries and bonuses, conducting salary benchmarking reviews, staff appraisals and evaluation, as well as recognising individuals for their services and conferring awards;
  - (ii) staff orientation and entry processing;
  - (iii) administrative and support processes relating to your employment, including its management and termination, as well as staff benefits, including travel, manpower, business continuity and logistics management or support, processing expense claims, medical insurance applications, medical screenings and immunisations, leave administration, long-term incentive plans, training, learning and talent development, and planning and organising corporate events;
  - (iv) providing you with tools and/or facilities to enable or facilitate the performance of your duties;
  - (v) facilitating professional accreditation and complying with compliance audits;
  - (vi) compiling and publishing internal directories and emergency contact lists for business continuity;
  - (vii) managing corporate social responsibility projects;
  - (viii) conducting analytics and research for human resource planning and management, and for us to review, develop, optimise and improve work-related practices, environment and productivity;
  - (ix) ensuring that the administrative and business operations of AiR Digital function in a secure, efficient and effective manner (including but not limited to examining or monitoring any computer software and/or hardware installed within AiR Digital, your work emails and personal digital and storage devices);

- (x) compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities (including but not limited to disclosures to regulatory bodies, conducting audit checks or surveillance and investigation);
  - (xi) administering cessation processes; and/or
  - (xii) any other purposes relating to any of the above.
- (e) Furthermore, where permitted under the Act, AiR Digital may also collect, use and disclose your Personal Data for the following "Additional Purposes":
- (i) taking or filming photographs and videos for corporate publicity or marketing purposes, and featuring your photographs and/or testimonials in our articles and publicity materials;
  - (ii) providing or marketing services and benefits to you, including promotions, service upgrades, loyalty, reward and/or membership programmes (including event invitations, newsletters and marketing and promotional information to you pursuant to such membership programmes);
  - (iii) organising roadshows, tours, campaigns and promotional or events and administering contests and competitions;
  - (iv) matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision or offering of services;
  - (v) sending you details of services, services updates and rewards, either to our customers generally, or which we have identified may be of interest to you;
  - (vi) conducting market research, aggregating and analysing customer profiles and data to determine health-related patterns and trends, understanding and analysing customer behaviour, location, preferences and demographics for us to offer you other products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile; and/or
  - (vii) purposes which are reasonably related to the aforesaid.
- (f) If you have provided us with your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your Singapore telephone number(s), then from time to time, AiR Digital may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services.
- (g) In relation to particular services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.
- (h) You may withdraw your consent for receiving marketing or promotional materials/communication by contact us using the contact details below.
- (i) Once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to 30 calendar days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time.

- (j) Please note that even if you withdraw your consent for the receipt of marketing or promotional materials, we may still contact you for other purposes in relation to the services that you have requested or purchased from AiR Digital.

#### **4. Disclosure of Personal Data**

4.1. Subject to the provisions of any applicable law, your Personal Data may be disclosed, for the purposes listed above (where applicable), to the following entities or parties, whether they are located overseas or in Singapore:

- (a) amongst AiR Digital and its related corporations or affiliates (including their respective staff);
- (b) companies providing services relating to insurance or other service providers to AiR Digital;
- (c) agents, contractors, sub-contractors or third party service providers who provide operational services to AiR Digital, such as courier services, telecommunications, information technology, payment, printing, billing, debt recovery, processing, technical services, transportation, training, market research, call centre, security, or other services to AiR Digital;
- (d) vendors or third party service providers and our marketing and business partners in connection with marketing promotions, products and services;
- (e) our corporate clients;
- (f) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or asset sale);
- (g) external banks, credit card companies, other financial institutions and their respective service providers;
- (h) our professional advisers such as consultants, auditors and lawyers;
- (i) relevant government ministries, regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any governmental authority; and/or
- (j) any other party to whom you authorise us to disclose your Personal Data to.

#### **5. Use of Google Maps**

- 5.1. Your use of the Application is conditional upon and subject to your acceptance of Google Maps Platform terms of service available at <https://developers.google.com/maps/terms>, Google Maps/Google Earth additional terms of service available at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) or such other URL as Google may provide (collectively, the "Google Terms"), and Google's privacy policy available at <https://policies.google.com/privacy> or such other URL as Google may provide ("Google Privacy Policy"). If you do not agree to the Google Terms and Google Privacy Policy, please do not use the Application.
- 5.2. By using the Application, you agree and consent to AiR Digital obtaining and caching your geo-location information. You may withdraw your consent for AiR Digital to obtain and cache your geo-location information at any time by contacting us using the contact details found below.
- 5.3. Google Maps is used to determine travel distance and time for a matrix of origins and destinations. In addition it is used to record the destination, the start and finish times and the duration of the use. All location data is transferred to Google in anonymous form. No other information is disclosed to Google. We may use information about location in conjunction with data from other data providers.

- 5.4. The Google Maps Platform that we use may store and access cookies and other information on your devices.

## 6. Use of Cookies, Web Beacons, and Similar Technologies

- 6.1. When you visit or interact with our sites, services, we or our authorised service providers may use cookies, web beacons, and other similar technologies for collecting and storing information to help provide you with a better, faster, and safer web experience.
- 6.2. The information collected by us or our authorised service providers may recognise a visitor as a unique user and may collect information such as how a visitor arrives at our sites, what kind of browser a visitor is on, what operating system a visitor is using, a visitor's IP address and a visitor's click stream information and time stamp (for example, which pages they have viewed, the time the pages were accessed and the time spent per web page).
- 6.3. The use of cookies, web beacons and similar technologies by us on our website has different functions. They are either necessary for the functioning of our services, help us improve our performance, or serve to provide you with extra functionalities. They may also be used to deliver content that is more relevant to you and your interests, or to target advertising to you on or off our sites.

**Cookies** – Small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. Cookies allow a website to recognise a particular device or browser. There are several types of cookies:

- Session cookies expire at the end of your browser session and allow us to link your actions during that particular browser session.
- Persistent cookies are stored on your device in between browser sessions, allowing us to remember your preferences or actions across multiple sites.
- First-party cookies are set by the site you are visiting.
- Third-party cookies are set by a third-party site separate from the site you are visiting.

Cookies can be disabled or removed by tools that are available in most commercial browsers. The preferences for each browser you use will need to be set separately and different browsers offer different functionality and options.

**Web beacons** - Small graphic images (also known as "pixel tags" or "clear GIFs") may be included on our sites and services. Web beacons typically work in conjunction with cookies to profile each unique user and user behaviour.

**Similar technologies** – Technologies that store information in your browser or device utilising local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers.

We may use the terms "cookies" or "similar technologies" interchangeably in our policies to refer to all technologies that we may use to collect or store information in your browser or device or that collect information or assist in identifying you as a unique user in the manner described above.

- 6.4. The Application and certain site features and services are available only through the use of these technologies. You are always free to block, delete, or disable these technologies if your browser so permits.

However, if you decline cookies or other similar technologies, you may not be able to take advantage of the Application and certain site features or services tools. For more information on how you can block, delete, or disable these technologies, please review your browser settings.

## 7. Third-Party Sites

Our Application and website may contain links to other websites operated by third parties, including for example our business partners. We are not responsible for the data protection practices of websites operated by third parties that are linked to our Application and website. We encourage you to learn about the data protection practices of such third-party websites. Some of these third-party websites may be co-branded with our logo or trade mark, even though they are not operated or maintained by us. Once you have left our Application or website, you should check the applicable privacy policy of the third-party website to determine how they will handle any information they collect from you.

## 8. Contacting Us – Withdrawal of Consent, Access and Correction of your Personal Data

### 8.1. If you:

- (a) have any questions or feedback relating to your Personal Data or our Privacy Policy;
- (b) would like to withdraw your consent to any use of your Personal Data as set out in this Privacy Policy; or
- (c) would like to obtain access and make corrections to your Personal Data records,

please contact our Data Protection Officer as follows:

<b>Method</b>	<b>Contact Particulars</b>
By mail:	7 Temasek Boulevard #16-01 Suntec Tower One Singapore 038987 Attention: The Data Protection Officer
By email:	dpo@airdigital.sg

8.2. Please note that if your Personal Data has been provided to us by a third party (e.g. your employer), you should contact that organisation or individual to make such queries, complaints, and access and correction requests to AiR Digital on your behalf.

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

## 9. Governing Law

This Privacy Policy shall be governed in all respects by the laws of Singapore.