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# Privacy Policy

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**Doo Financial Holding Pte. Ltd.**

**Updated on 12 August 2021**

## 1. Introduction

- 1.1 This Privacy Policy sets out the regulations and policies of Personal Data processed by Doo Financial Holding Pte. Ltd. ("Doo Financial", "we" or "us") in accordance with the Personal Data Protection Act 2012 of Singapore.
- 1.2 By accessing Doo Financial's website, you undertake that you have read, understood and accepted the terms of the Privacy Policy. Your usage or ongoing usage of Doo Financial's services shall also be taken as your consent to be legally bound by this Privacy Policy.
- 1.3 You acknowledge that Doo Financial reserves the right to amend or update this Privacy Policy at any time without prior notice to you. The amendments to the Privacy Policy shall become effective immediately upon publication on Doo Financial's website. You shall regularly review this Privacy Policy on the Doo Financial's website.

## 2. Definitions And Interpretations

- 2.1 Throughout this Privacy Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:
  - (a) "Doo Financial" means Doo Financial Holding Pte. Ltd. (Company Registration No. 201930035D) whose registered office is located at 18 Howard Road, #10-05 Novelty Bizcentre, Singapore (369585).
  - (b) "PDPA" means the Personal Data Protection Act 2012 of Singapore and its respective published amendments.
  - (c) "Personal Data" means "data, whether true or not, about an individual who can be identified:
    - (i) from that data; or
    - (ii) from that data and other information to which the organisation has or is likely to have access",as provided by the Personal Data Protection Act 2012 of Singapore.
- 2.2 The headings to the clauses and sections in this Privacy Policy are for reference only, and shall be ignored when construing the meaning of any provision of this Privacy Policy.

## 3. Personal Data Collected

- 3.1 We collect your Personal Data from the following methods:
  - (a) client on-boarding or application or other forms;
  - (b) communication with Doo Financial via telephone, fax, email or other forms of electronic communication;
  - (c) Doo Financial's associates or related companies;
  - (d) your appointed agents, representatives or advisers;
  - (e) when you visit our website or use our products and services (to collect Personal Data described in Clause 3.2(g) and (h) below); and
  - (f) publicly available sources or third parties when we need to conduct background checks on you.

### 3.2 Personal Data collected by Doo Financial includes but not limited to the following:

- (a) your personal details, e.g. name, telephone number, email address;
- (b) identity verification documents, e.g. ID, passport;
- (c) financial details, e.g. bank account, payment card information;
- (d) information about your income and wealth including details about your assets and liabilities, account balances, trading statements, tax and financial statements;
- (e) profession and employment details;
- (g) your use of products and services, including but not limited to the pages you have visited; and
- (h) technical information, including but not limited to your devices, type and version of the operating system, time zone.

3.3 Doo Financial also uses cookies on our websites to customize the information and experience displayed on our website according to your preferences. Cookies are small bits of data stored on a web browser when you visit a website for the first time. If you visit that website again in the future, the storage of cookies on your browser enables the website to remember how you browsed through it the first time. If you do not agree to our Cookie Policy you can disable Cookies and still access our website normally.

## 4. Purpose of Personal Data Collected

4.1 You consent and allow Doo Financial in processing the Personal Data:

- (a) to perform Doo Financial's contractual obligations in providing products and services;
- (b) to comply with applicable laws, regulations and directions from regulatory authorities;
- (c) to verify your identity;
- (d) to update company information with Accounting And Corporate Regulatory Authority ("ACRA") and other regulatory authorities;
- (e) processing payment or credit transactions;
- (f) to monitor and record calls and electronic communications for processing and verification of instructions;
- (g) to monitor and record calls for business analysis, training or service improvement purposes;
- (h) to ensure that the website content can be displayed or updated on your device;
- (i) in providing suitable marketing materials or information to you;
- (j) any other purposes that we notify you at the time of obtaining consent;
- (k) any other purposes incidental or relevant to the above

## 5. Disclosure of Personal Data

5.1 Doo Financial may disclose your Personal Data to third parties:

- (a) under any requests and orders from regulatory authorities;
- (b) to meet our legal and regulatory obligations;
- (c) in compliance with any requests made by legal and regulatory authorities;
- (d) if it is necessary to perform Doo Financial's contractual obligation, including but not limited to Doo Financial's associates or related companies or third party service providers whereby they shall strictly comply with the PDPA and this Privacy Policy; or
- (e) when you have given us consent.

5.2 We may disclose your Personal Data to the following authorised third parties:

- (a) relevant regulatory authorities when we are required to do so;
- (b) your appointed auditors and professional advisors;
- (c) your appointed agents, representatives or advisers;
- (d) our third party service providers who are necessary to perform our contractual obligations to you;
- (e) banks or other financial institutions;
- (f) our advisers or agents where it is necessary for us to obtain their advice;
- (g) our auditors when it is necessary for them to perform their auditing functions;
- (h) our technological or data storage provider;
- (i) third parties appointed to conduct customer background checks;
- (j) third parties and their advisers who are seriously interested in acquiring all or part of our business;
- (k) other third parties who are necessary to perform our contractual obligations with you.

## 6. Retention Period

6.1 Doo Financial shall retain your Personal Data in accordance with Section 25 of the PDPA. We shall cease to retain your Personal Data as soon it is reasonable to assume that:

- (a) the purpose for which that personal data was collected is no longer being served by retention of the personal data; and
- (b) retention is no longer necessary for legal or business purposes.

## 7. Management of Personal Data

- 7.1 Doo Financial has taken all reasonable commercial standards of technology and operational security to safeguard your Personal Data and mitigate potential risks of a security breach.
- 7.2 Doo Financial train our employees and provide internal educational trainings to the employees handling Personal Data to respect the confidentiality of customer information and the privacy of individuals. Furthermore, Doo Financial implemented procedures to safeguard Personal Data where employees are only given access to your Personal Data if it is necessary to perform Doo Financial's contractual obligation.
- 7.3 You acknowledge that Doo Financial cannot guarantee on the absolute protection and security of the Personal Data. You acknowledge that Doo Financial shall not be liable for any malicious and fraudulent acts committed by third party beyond Doo Financial's control provided that Doo Financial has taken all reasonable commercial standard of care and has not been negligent in safeguarding your Personal Data.

## 8. Client's Right

- 8.1 Under the PDPA, you retain the right to:
- (a) access your Personal Data;
  - (b) inquire Doo Financial whether the Personal Data has been disclosed by Doo Financial within a year before the date of the request;
  - (c) rectify or amend your Personal Data;
  - (d) restrict the processing of Personal Data;
  - (e) object against Personal Data processing for direct marketing purposes; or
  - (f) demand Doo Financial to delete and erase your Personal Data.
- 8.2 You acknowledge that Doo Financial may need your Personal Data to fulfil its contractual obligation with you, and as such your demand for deletion of your Personal Data may result in termination of all products and services provided by Doo Financial.

## 9. Jurisdiction

- 9.1 All disputes or differences which shall at any time arise between the Parties concerning this Agreement or its construction, or the effect or the rights, duties or liabilities of the Parties under it, or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the Parties, or in default of agreement to be nominated by the Director for the time being of the Singapore International Arbitration Centre in accordance with the International Arbitration Act.
- 9.2 This Privacy Policy shall be governed by and construed in all respects in accordance with the laws of Singapore, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

## 10. Language

- 10.1 The official language of this Privacy Policy shall be English. We may provide this Privacy Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, the English version shall prevail.

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