



**PRIVACY AND PERSONAL DATA
PROTECTION POLICY**

PRIVACY AND DATA PROTECTION POLICY

This Privacy and Data Protection Policy (“Policy”) sets out the basis which **IPS Connect LLP** (“we”, “us”, or “our”) may collect, use, disclose or otherwise process Personal Data of our Clients in accordance with the Personal Data Protection Act (“PDPA”). This Policy applies to Privacy and Personal Data in our possession or under our control, including Personal Data in the possession of organisations which we have engaged to collect, use, disclose or process Personal Data for our purposes.

This Policy forms part of and is to be read together with any agreements which you may enter into with us.

PERSONAL DATA

1. This Policy applies to Personal Data we collect on **ipsconnect.com.sg** and any of its sub-domain(s) (collectively, the “Platform”) or through any other electronic or non-electronic means from:
 - (a) visitors to the Platform;
 - (b) persons who register their emails with us; and
 - (c) any person who uses the services provided on the Platform or otherwise facilitates such use by others (including any person that is registered as a Supplier or Buyer with IPS Connect LLP) (the “Clients”), (collectively, referred to as the “Users”).
2. By accessing, using or continuing to access or use the Platform and/or our services, you, as the User, are deemed to have:
 - (a) read and understood this Policy;
 - (b) agreed with the terms of this Policy; and
 - (c) consented with our collection, use, processing and/or disclosure of your Personal Data as set out in this Policy.
3. If you are a corporation and providing or disclosing the Personal Data of any Relevant Individuals (as defined below) or any other individual, you hereby represent and warrant to us that you have obtained the consent of such Relevant Individual or other individual for their Personal Data to be collected, used, processed and disclosed by us as set out in this Policy.
4. As used in this Policy:

“Client” means an individual who (a) has contacted us through any means to find out more about any services we provide, or (b) may, or has, entered into a contract with us for the supply of any services by us; and

“Personal Data” means data, whether true or not, about a customer 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.

5. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include your name and identification information such as your NRIC number, contact information such as your address, email address or telephone number, nationality, gender, date of birth, marital status, photographs and other audio-visual information, employment information and financial information such as credit card numbers, debit card numbers or bank account information.
6. Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

7. If you are a Client, we may from time to time collect your Personal Data and the Personal Data of any Relevant Individuals from (a) you, (b) any third parties, including any Relevant Individuals (as defined below) and other sources, for instance, from third-party websites, service providers or social media services, and combine that with information collected through our Platform or services, and/or (c) publicly available sources including any credit bureau. Such Personal Data may include (but is not limited to), where applicable, your beneficial owners, partners, directors, officers or authorised signatories, employees, customers, payors, payees, guarantors, other security providers and other natural persons related to you (collectively, "Relevant Individuals"). Personal Data of a Relevant Individual may be processed, kept, transferred or disclosed in accordance with the PDPA.
8. For the avoidance of doubt, any information collected from your social media account will be collected in accordance with the authorisation procedures and privacy policies as determined by such social media service, including your public profile, friends list and email addresses.
9. Our Platform may from time to time contain links, plug-ins, widgets or other connections to and from websites of our partner networks, advertiser and affiliates. We have no control over and are not responsible for the content on or obtained through these third party websites. These third party websites may have their own privacy policies. You agree that we will not be responsible or liable in relation to any such policies or Personal Data that may be collected through these third party websites.
10. We use cookies on the Platform. Cookies are text files placed on a computer to collect standard internet log information and visitor behaviour information. The information is used to track a visitor's use of a website and to compile statistical reports on the website's activities. You, as the User, can remove cookies from your web browser and set your web browser to not accept cookies. However, please note that in certain cases, some of the Platform's features and functions may not function or work properly if you remove cookies from your web browser or set your web browser not to accept cookies.
11. Information and data may also be generated in the ordinary course of your relationship with us, for example, if you are a Client, when you submit information relating to the use of our services, or when a Relevant Individual gives instructions in respect of a transaction in connection with you as a Client. Such Personal Data may include, but is not limited to, signatures, answers to questions intended for security verification, emergency contact numbers or call back contact details.
12. We may collect and use, process and/or disclose your Personal Data for any or all of the following purposes:
 - (a) if you are a Client, to administer your account with us and performing obligations in

- (b) the course of or in connection with our provision of the services requested by you and maintaining accurate “know your customer” information;
 - (c) verifying your identity or authority of yourself and/or your representatives who contact us or may be contacted by us;
 - (d) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you and/or your representatives;
 - (e) managing your relationship with us;
 - (f) processing payment or credit transactions;
 - (g) sending you newsletters and marketing information about our services including notifying you of our marketing events, initiatives and other promotions;
 - (h) to carry out, monitor and analyse our business and to conduct market research;
 - (i) complying 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;
 - (j) any other purposes for which you have provided the information;
 - (k) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
 - (l) any other incidental business purposes related to or in connection with the above
13. We may disclose your Personal Data, in relation to the Permitted Purposes and on a need to know basis, to the following parties (inside or outside Singapore):
- (a) any agent, contractor, or third party services provider who provides banking, remittance, administrative, mailing, telecommunications, call centres, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference checks, securities clearing, credit assessment, data analytics, or other services to us in connection with our business operations;
 - (b) any person or entity working for us or is part of our group of companies, and is under a duty of confidentiality to us; and
 - (c) any person or entity to whom we are under an obligation or otherwise required to make disclosure pursuant to any applicable laws, regulations, codes of practice, guidelines, or rules, including but not limited to courts, tribunals, and/or any governmental, administrative or regulatory authorities or agencies.
14. If you are a Client, please also note that the Permitted Purposes may continue to apply even in situations where your relationship with us (whether pursuant to an agreement or otherwise) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce this Policy, and/or any agreements which you have entered into with us).

WITHDRAWING YOUR CONSENT

15. The consent that you provide for the collection, use and disclosure of your Personal Data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your Personal Data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at admin@ipsconnect.com.sg
16. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within fourteen (14) business days of receiving it.
17. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 15 above.
18. 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.

ACCESS TO AND CORRECTION OF PERSONAL DATA

19. If you wish to make (a) an access request for access to a copy of the Personal Data which we hold about you or information about the ways in which we use or disclose your Personal Data, or (b) a correction request to correct or update any of your Personal Data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at admin@ipsconnect.com.sg
20. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.
21. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any Personal Data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

PROTECTION OF PERSONAL DATA

22. To safeguard your Personal Data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures to secure all storage and transmission of Personal Data by us, and disclosing Personal Data both internally and to our authorised third party service providers and agents only on a need-to-know basis.

23. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.
24. Having said the above, we do not warrant that the Platform or its contents are free of errors, infection by computer viruses and/or other harmful or corrupting code, programme, macro and such other unauthorised software. You agree that you will not hold us liable for any disclosure of your Personal Data due to any circumstances beyond our control.

ACCURACY OF PERSONAL DATA

25. We generally rely on Personal Data provided by you (or your authorised representative). 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 informing our Data Protection Officer in writing or via email at the contact details provided below.

RETENTION OF PERSONAL DATA

26. We may retain your Personal Data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
27. We will cease to retain your Personal Data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the Personal Data was collected, and is no longer necessary for legal or business purposes.

DATA PROTECTION OFFICER

28. You may contact our Data Protection Officer if you have any enquiries or feedback on our Personal Data protection policies and procedures, or if you wish to make any request, in the following manner:

Address: 1 Wallich St, #14-01 Guoco Tower, Singapore 078881
Email: admin@ipsconnect.com.sg

EFFECT OF POLICY AND CHANGES TO POLICY

29. This Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.
30. We may revise this Policy from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Policy was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

Last updated : [15 July 2021]