Privacy and Personal Data Protection Policy

1. We, **SESAMi (Singapore) Pte Ltd**, take your privacy and personal data very seriously.

2. Please read this Privacy and Personal Data Protection Policy (this "**Policy**") carefully. This Policy seeks to explain how we may collect, use, disclose and/or process your Personal Data. In this Policy, "**Personal Data**" means any data 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. Examples of Personal Data may include your name, date of birth and contact details.

3. This Policy forms part of and is to be read together with our Terms and Conditions and Terms of Use (the "**Terms**") and any agreements which you may enter into with us. All capitalised terms and phrases used herein shall (unless otherwise defined) have the same meaning given to them in the Terms.

4. This Policy applies to Personal Data we collect on SESAMi.com, SESAMi.net and/or SESAMi.online and any of their 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 SESAMi (Singapore) Pte Ltd) (the "**Customers**"),

   (collectively, referred to as the "**Users**").

5. 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.

6. 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.

<u>How We May Collect Data</u>

7. We may collect your data (which may include Personal Data) when you visit the Platform. Such collection may be by way of monitoring your access and use of the Platform through the use of cookies (please also see paragraph 12 below) and similar tracking devices. For example, we may monitor the number of times you visit the Platform or the webpages you visit. This information helps us to build a profile of our Users. Some of this data may be aggregated or statistical, which means that we will not be able to personally identify an individual solely from such data.

8. If you are a Customer, 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.

9. 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.

10. Information and data may also be generated in the ordinary course of your relationship with us, for example, if you are a Customer, through your account on the Platform when you submit statements, reports, or other documents or 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 Customer. 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.

11. 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.

12. 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. For further information about cookies, you may visit www.aboutcookies.org or www.allaboutcookies.org. You, as the User, can remove cookies from your web browser and set your web browser to not accept cookies (if you require information on how to do this, the aforementioned websites may provide a useful guide on how to do so). 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.

Collection, Use, Processing and Disclosure of Personal Data

13. We may collect, use, process and/or disclose your Personal Data for any or all of the following purposes (collectively, the "**Permitted Purposes**"):

    (a) if you are a Customer, to administer your account with us and provide services to you including but not limited to the facilitating of promotion and supply of the items on the Platform, the operation of transactions, maintaining accurate "know your customer" information, to verify the identity or authority of yourself and/or your representatives who contact us or may be contacted by us, and to carry out or respond to requests, questions or instructions from you and/or your representatives;

(b) to enable your access and use of our Platform and improve your browsing and user experience;

(c) to carry out, monitor and analyse our business and to conduct market research;

(d) to provide to you, as the User, our newsletters as well as marketing information about our services, including notifying you of our latest promotions, new services, by way of email, text message or phone call;

(e) as part of any potential or sales, mergers, integration or similar change of our business;

(f) to comply with or enforce this Policy, the Terms and/or any agreements which you, as the User, may enter into with us from time to time;

(g) 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;

(h) for any other purposes for which you, as the User, have provided your Personal Data to us; and

(i) any other purposes related to or in connection with the above.

14. If you are a Customer, 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, the Terms and/or any agreements which you have entered into with us).

15. When you register your email(s) with us, you consent to the use of that email(s) as set out in this Policy. We may use it to send you weekly newsletters, contact you about services we think may be of interest to you. Should you want to stop receiving such information from us, you can always opt out by sending an email message to customercare@sesami.com with “Unsubscribe” in the email subject.

16. For completeness, please also note that your non-personally identifiable information may also be used and/or disclosed to other parties for other purposes such as marketing, advertising, credit assessment, trend and data analysis.

Parties to Whom Your Personal Data may be Disclosed

17. We will not sell your Personal Data to any third parties. However, 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.

Access to and Correction of Your Personal Data

18. If you wish to make (a) an access request for access to a copy of the Personal Data which we hold about you or (b) a correction request to correct or update any of your Personal Data which we hold about you, you may request by sending an email to our Data Protection Officer at joel.cheong@sesami.com.

19. Please note that we may charge a small fee for an access request. If so, we will inform you of the fee before processing your request.

20. 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).

Withdrawing Your Consent

21. 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 Permitted Purposes by submitting your request to our Data Protection Officer at joel.cheong@sesami.com.

22. Upon receipt of your request, we may require a reasonable time for your request to be processed. 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.

23. 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.

How We Protect Your Personal Data

24. We are committed to maintaining the security of your Personal Data. We have put in place appropriate security procedures and technical and organisational measures to safeguard your Personal Data.

25. 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.

Retention of Your Personal Data

26. We may retain your Personal Data for as long as it is necessary for the Permitted Purposes described in this Policy, or as required or permitted by applicable laws.

27. We will cease to retain your Personal Data, or remove the means by which the Personal Data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the Permitted Purposes, and is no longer necessary for legal or business purposes.

Changes to Our Privacy Policy

28. We keep our privacy policy under regular review. All changes to this Policy will be posted on our Platform. It is your responsibility, as a User, to review this Policy upon each access or use to ensure that you are aware of any changes made by us. Your continued use of our Platform and/or services constitutes your acknowledgement and acceptance of such changes.

Contact

29. We welcome your views on our personal data protection policies and procedures. You may contact our Data Protection Officer if you have any enquiries or feedback on our Policy, or if you wish to make any request, via email to keyaccountteam@sesami.com.