PRIVACY POLICY

INTRODUCTION

1. Handy Technology Private Limited and its affiliates ("Handy", "we", "our" or "us") are engaged in the business of digital solutions to facilitate connections between Users and Service Providers that offer the desired Services via the use of the Handy App.

2. In order to provide Users with access to the Service Providers, we have to collect and/or process your personal data. This Policy explains how we process and use personal data about you.

KEY INFORMATION

3. At Handy, we are committed to protecting and respecting your personal data and Users' privacy. This policy sets out the basis on which personal data is collected from the User, provided to us by the User, as well as its usage, storage and security.

4. This Privacy Policy is read together with the Terms and Conditions (the "Agreement") and adopts the same defined terms.

5. This Privacy Policy applies to the use of the Handy Mobile App, the web based applications, including the payment facilities, as well as the use of the Services provided by the Service Providers.

6. Please read the following carefully to understand our views and practices regarding personal data and how it is treated.

PERSONAL DATA, DISCLOSURE

7. The provision of the User's Personal Data is voluntary. You agree and acknowledge that by using our Services and creating an account with us on the Platform, you authorise us, our service professionals, associate partners, and affiliates to contact you via email, phone, or otherwise. This is to provide the Services to you and ensure that you are aware of all the features of the Services and for related purposes.

8. Where we need to collect personal data by law, or under the terms of a contract (such as the Agreement), and you fail to provide that data when requested, we may not be able to perform the contract (for example, to provide you with the Services). In this case, we may have to cancel or limit your access to the Services.

PERSONAL DATA, COLLECTION

Directly obtained Personal Data

9. By the User's continuous usage of the Handy App, such as by submitting information to us, or using the Services, the User irrevocably and unconditionally agrees and consents that we may collect, use, disclose, share and process the User's personal data in the manner as set forth in this Privacy Policy. This includes personal data you provide when you:

(i) create an account or profile with us;

(ii) use our Services or carry out other activities in connection with the Services;

(iii) enter a promotion, user poll, or online surveys;

(iv) request marketing communications to be sent to you; or

(v) report a problem with the Platform and/or our Services, give us feedback or contact us

Indirectly obtained Personal Data

10. Each time you visit the Platform or use the Services, we will automatically collect Technical Data about your equipment, browsing actions, and patterns. We collect this personal data by using cookies, web beacons, pixel tags, server logs, and other similar technologies. We may also receive Technical Data about you if you visit other websites or apps that employ our cookies.

Third Party Personal Data

11. In certain instances, the User may elicit to provide third party information for the use of these Services during the reservation process on the Handy App. In such an instance, you represent and warrant that you have obtained the aforementioned individuals' informed consent for the usage and dissemination of their personal data in accordance with this Privacy Policy.

12. By submitting third party information and personal data to us, you agree to the transfer, storage, and processing of such information and personal data in the manner described in this policy.

PERSONAL DATA, SCOPE

13. "**Personal Data**" means information about the User, from which the User is identifiable, including but not limited to the name, nationality, address, telephone number, fax number, bank details, credit card details, gender, resident status, financial background, personal interests, email address, occupation, photos, any information about the User provided to us in registration forms, application forms or any other similar forms and/or any information about the User that has been or may be collected, stored, used and/or processed by us from time to time and includes sensitive personal data such as Full Name, Contact Number, Email Address, Local Residential Address and Bank Account information.

14. We may also collect information about the User's mobile phone, including where available, the IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers and merchants. This is statistical data about the User's browsing actions and patterns, and does not identify any individual.

DATA STORAGE

15. All information provided by the User at the time of registering to use the Handy App, subscribing to the Services or requesting further services is stored on secure servers. All payment transactions will be encrypted using SSL technology.

16. [Where the User has chosen a password that is required to access the Handy App, the User is responsible for keeping this password confidential and is not permitted to share the password with anyone.

17. The data that is collected from the User may be transferred to, and stored at, a destination outside Singapore in secure servers. It is likely that our employees or our partners' employees may process such data outside Singapore. Such employees may also be engaged in the provision of Services found on the Handy App. The User understands and consents to the transfer of their Personal Data out of Singapore.

18. The User accepts and acknowledges that the transmission of information via the internet is not completely secure. We cannot guarantee the security of the User's data transmitted to Handy or in relation to any of the Services. The User undertakes to accept all risks involved in the use of the Services and/or Handy pertaining to their Personal Data stored on Handy and/or in relation to the Services found on Handy.

PURPOSE OF USE AND PROCESSING OF PERSONAL DATA

19. We may use and process the User's Personal Data for Handy and/or the Services. In general, we may use a User's Personal Data for:

(i) Responding to enquiries from the User;

(ii) Communicating to the User for any of the purposes listed in this Privacy Policy;

(iii) Internal administrative purposes, such as auditing, data analysis, database record;

(iv) The purposes of detection, prevention and prosecution of crime;

(v) Maintaining the safety and security of the Handy App and/or the Services; and/or

(vi) Complying with our obligations under the law.

Further, we may use the User's Personal Data in relation to any payment and financial services activities which shall include, without limitation the following purposes ("**Purposes**"):

20. Where the User is registered on the Handy App and/or uses the Services:

(i) To perform our obligations in respect of any transactions entered with the User;

(ii) To provide the User any of the Services requested;

(iii) Where the User has requested to download and use the Handy App to process their request, to deliver the Handy App to the User and to provide the User alicense for the use of the Handy App;

(iv) To process the User's participation in any promotions, polls or surveys;

(v) To process, manage or verify the User's registration on Handy and to provide the Services;

(vi) To validate the User's use of the E-Wallet and/or the process of any payments in relation to any Services requested;

(vii) To identify and verify the User's identity, protect against any potential fraud, and to comply with applicable laws with regards to anti-money laundering, financing of terrorism and/or other illegal activities;

(viii) To understand and analyse the User's activity as well as identifying the preferences and needs of each User;

(ix) To develop, enhance and provide Services to meet a User's needs;

(x) To send alerts, newsletters, updates or mailers to the User to notify the user about updates and changes to our Services;and/or

(xi) To share the User's Personal Data amongst its subsidiaries, associate companies and jointly controlled entities as well as with its agent, vendor, supplier, partner, contractor or service provider who may communicate with the User to alert the users of any special promotion and event which may be of interest to the user by way of post, telephone call, short message service, online messaging services, by hand and/or email.

21. The User agrees and consents to us using and processing the Personal Data for the Purposes aforementioned and in the manner as identified in this Privacy Policy.

DISCLOSURE TO THIRD PARTIES

22. The User's personal data may be transferred, accessed or disclosed to Third parties for the Purposes as stated above. Further, we may engage other companies, service providers or individuals to perform functions on our behalf, and consequently may provide access or disclose to the User's Personal Data to such service providers or Third parties. The Third parties include, without limitation:

(i) Service providers, including, information technology service providers for infrastructure, software and development work;

(ii) Professional advisors and external auditors, including legal advisors, financial advisors and consultants;

(iii) Other entities associated with us; and

(iv) Governmental authorities to comply with statutory, regulatory and governmental requirements.

23. The User's Personal Data may also be shared in connection with a corporate transaction, such as the formation of a joint venture, a sale of a subsidiary or a division, merger, consolidation, or asset sale, or in the unlikely event of winding-up.

ACCURACY OF THE USER'S PERSONAL DATA

24. The User undertakes to ensure that the Personal Data provided to us is current, complete and accurate. The User is responsible for informing us if there are changes to their Personal Data as it may affect the provision of the Services.

PERSONAL DATA, USER RIGHTS

25. Subject to applicable laws and regulations, the User may request for access to their Personal Data that is in our possession or under our control, as well as information about the ways in which such Personal Data has been or may have been used or disclosed by us.

26. The User's right of access can be exercised in accordance with applicable laws and regulations. Any access request may be subject to a reasonable fee to meet our costs in providing the User with details of the information we hold about the User. We will try to respond to all access requests within one month. However, if your request is particularly complex, or you have made several requests, it may take us up to 30 (thirty) working days before we can reply to your request (or requests).

27. In respect of the User's right to access and/or correcting the User's Personal Data, we reserve the right to refuse the User's requests to access and/or make any correction to the User's Personal Data for the reasons permitted under law, such as where the expense of providing access to the User is disproportionate to the risks to the User's or another person's privacy.

28. Not withstanding anything contained in the Terms, you may delete your account as well as your personal data stored with Handy by sending an email to customerservice@handy.sg. Handy may take up to 7 (seven) working days to process your request. Once your account is deleted, you will lose access to all Services. For avoidance of doubt, it is hereby clarified that all data with respect to transactions performed by you on the Handy App will be retained in accordance with applicable law.

29. In the event that the User decides to withdraw his/her consent with regards to the User's Personal Data, this may result in us being unable to provide our Services to the User, and may be deemed as a notice to terminate the Agreement with us. In such an event, we shall notify the User of such effect of the withdrawal of consent accordingly before we proceed to terminate the User's Account.

UPDATES TO POLICY

30. We may revise and update our Privacy Policy occasionally to take into account changes in our business and/or any changes in legal or regulatory requirements.

31. We shall notify you via e-mail or through an announcement on our website, and you may be required to accept the new terms before you can continue using the Handy App or the Services.

DATA PROTECTION OFFICER

32. We have appointed data protection officer(s) ("**DPO**") under the Personal Data Protection Act 2012 ("**PDPA**"), who can be contacted directly via email.

33. Among the various responsibilities, our DPO(s):-

(i) Ensures compliance of the PDPA when developing and implementing policies and processes for handling personal data;

(ii) Fosters a data protection culture among Handy employees and communicate personal data protection policies to Users;

(iii) Manages Personal Data protection-related queries and complaints;

(iv) Alerts the Handy management to any risks that might arise with regard to Personal Data; and

(v) Liaises with the Personal Data Protection Commission on data protection matters as required.

34. If you have any questions regarding this Privacy Policy, how we process or handle your personal data, or otherwise, please direct your queries to our DPO(s) at dpo@handy.sg

UNSUBSCRIBE AND REVOCATION OF CONSENT

35. Should the User decide to unsubscribe to the processing of their Personal Data for the Purposes as stated above, the User can inform us via sending an email to dpo@handy.sg