



Zimble Privacy Policy

Last Updated: 05/09/2020

This Privacy Policy ("**Policy**") sets out the basis upon which **ZIMBLE PTE. LTD.** ("we", "us" or "our") may collect, use, disclose or otherwise process personal data of our customers in accordance with the Personal Data Protection Act ("**PDPA**") and General Data Protection Regulation 2016/679 ("**GDPR**"). This Policy applies to 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.

APPLICATION OF THIS POLICY

1. This Policy applies to all persons using our services (collectively referred to as "**users**").

PERSONAL DATA

2. As used in this Policy, "personal data" means data, whether true or not, about a user 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.
3. If you are an user, personal data which we may collect includes, without limitation, your:
 - a) name or alias, gender, NRIC/FIN or passport number, date of birth, nationality, and country and city of birth;
 - b) mailing address, telephone numbers, email addresses and other contact details;
 - c) any additional information provided to us by you
4. Other terms used in this Policy shall have the meanings given to them in the PDPA and/or the GDPR, where the context so permits.

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

5. We generally collect personal data that (a) you knowingly and voluntarily provide in the course of or in connection with your usage of our services, after (i) you have been notified of the purposes for which the data is collected, and (ii) you have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal



data for a purpose which has not been notified to you (except where permitted or authorised by law).

6. If you are an user, your personal data will be collected and used by us for the following purposes and we may disclose your personal data to third parties where necessary for the following purposes:
 - a) performing obligations under or in connection with your usage of our services;
 - b) managing and terminating our relationship with you;
 - c) ensuring business continuity for our organisation in the event that your account with us is or will be terminated;
 - d) performing obligations under or in connection with the provision of our goods or services to our clients;
 - e) facilitating any proposed or confirmed merger, acquisition or business asset transaction involving any part of our organisation, or corporate restructuring process; and
 - f) facilitating our compliance with any laws, customs and regulations which may be applicable to us.
 - g) Marketing of Zimble services
7. The purposes listed in the above clauses are non-exhaustive and may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).
8. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclosure without consent is permitted or required under applicable laws.

ACCESS TO AND CORRECTION OF PERSONAL DATA

10. 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, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below. A reasonable time frame should be set, and there should not be any unjustified delay in effecting the withdrawal request. Generally, as a rough gauge, the time



frame to be indicated should stay within thirty (30) days of the withdrawal request.

11. 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.
12. We will respond to your access request as soon as reasonably possible. Should we not be able to respond to your access request within thirty (30) days after receiving your access 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 and GDPR).
13. Please note that depending on the request that is being made, we will only need to provide you with access to the personal data contained in the documents requested, and not to the entire documents themselves. In those cases, it may be appropriate for us to simply provide you with confirmation of the personal data that our organisation has on record, if the record of your personal data forms a negligible part of the document.

PROTECTION OF PERSONAL DATA

14. 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 such as up-to-date antivirus protection, encryption and the use of privacy filters 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.
15. 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.

ACCURACY OF PERSONAL DATA

16. 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

17. We may retain your personal data for as long as it is necessary to fulfil the purposes for which they were collected, or as required or permitted by applicable laws.
18. 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 purposes for which the personal data were collected, and are no longer necessary for legal or business purposes.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

19. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA and GDPR.
20. 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:

Email	support@zimble.sg
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EFFECT OF POLICY AND CHANGES TO POLICY

21. This Policy applies in conjunction with any other policies, notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.
22. 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 Notice was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

Effective date: 5 September 2020

Last updated: 5 September 2020

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