

## **PRIVACY POLICY (the “Policy”)**

We, Kristal Advisors (SG) Pte. Ltd. (UEN: 201711235E), a private company limited by shares incorporated under the laws of Singapore, whose registered address is at 5 Shenton Way, #10-01, UIC Building, Singapore 068808 (“**Kristal**”) and other members of the Group are committed to protecting and respecting your privacy.

[As of 11 August 2018, Kristal has been granted a Capital Markets Services Licence under the Securities and Futures Act (Cap. 289) (“**SFA**”) by the Monetary Authority of Singapore (“**MAS**”) to conduct the regulated activity of fund management.] Please contact us at [compliance@kristal.ai](mailto:compliance@kristal.ai) for any questions related to this Policy.

This Policy (together with our Terms of Service and any other document(s) referred to in the Terms of Service) sets out the basis on which any Personal Data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your Personal Data and how we will treat it. Unless the context otherwise requires, terms defined in the Terms of Service shall bear the same meanings when used in this Policy.

### **Definitions:**

“**Agreements**” means the additional agreements and related documents required from you in case you opt for our Advisory and Managed Account services offered by Kristal.

“**Application**”, singular or plural, refers to any of our html-based computer programs, smart phone, tablet or personal computer applications and all other software programs made available to users by us.

“**Confidential Information**” means all information exchanged between the Parties including Personal Data in connection with the Services, whether in writing, electronically or verbally, but does not include information of or relating to a Party which is, or becomes, publicly available other than through unauthorised disclosure by the other Party. Confidential Information will also include information submitted to the receiving Party by a third party under an instruction from, and under a confidential obligation with the disclosing Party.

“**Content**” means (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Portal; and (2) any other materials, content, or data you provide through any channel to the Group.

“**Core Data**” means statistical collective data amongst users produced by the Group as part of the Service.

“**Group**” includes Kristal (using whatever trading names as it considers appropriate for its business and marketing purposes) and any company which may from time to time be established and which may fall under the majority ownership and control of the officers of Kristal including its parent or holding company and any subsidiary and any company which has a strategic or operational partnership agreement with the Company. Group shall include without limitation the following: Kristal.Ai Holding Pte Ltd and all its subsidiaries

“**Intellectual Property**” means the technology and contents of the Service, including, but not

limited to, the “look and feel” (such as text, graphics, images, illustrations, logos, button icons) of our Portal, Applications and all other material, Core Data, photographs, videos, tutorials, editorial content, notices, software and other content, that are the property of the Group (and/or its licensors), which is protected by copyright, trademark, patent and other intellectual property laws in Singapore and in all other applicable jurisdictions.

“**Opt-Out**” means (as the case may be) a tick on our login page indicating your refusal to our use of your Personal Data and the mechanism explained in paragraph 7.

“**Party**” refers individually to each of you and the Group, and “**Parties**” refer to both you and the Group collectively.

“**Personal Data**” means data, whether true or not, about you that is sufficient to enable us to identify you, either when considered in isolation or together with other information that we have or are likely to have access to. For the avoidance of doubt, Personal Data includes (without limitation) Personal Identification Information and Personal Financial Data.

“**Personal Data Protection Act**” means the Singapore Personal Data Protection Act 2012.

“**Personal Financial Data**” means financial account statements and other financial data that you provide to us or authorise us to have access in order to deliver the Services to which you have subscribed.

“**Personal Identification Information**” means your name, address, identification number, phone number, and/or other information by which you may be personally identified.

“**Portal**” means [www.kristal.ai](http://www.kristal.ai) or such website or any other mobile application powered by O2O Technologies Pte Ltd to provide Services, but does not include any website or mobile application owned or operated by a third party that may be accessed from any page on [www.kristal.ai](http://www.kristal.ai) or mobile application powered by O2O Technologies Pte. Ltd..

“**Services**” means the account aggregation, portfolio visualisation, analytics and reporting services and other services made available by the Group.

“**Subscriber**”, “**user**” or “**customer**”, capitalised or otherwise, means the person who accesses, uses or subscribes to the Services, and, if authorised and applicable, the entity on whose behalf any person accesses, uses or subscribes to the Services.

“**Subscription**” means the arrangement and agreement between you and us for us to provide you the Services.

**“Subscription Fee”** means the monthly or annual fee (excluding any taxes and duties) and all ad-hoc fees payable by you to us in accordance with your Subscription.

**“Terms”** means the Terms of Service.

**“We”** refers to Kristal and all other members of the Group and related phrases **“us”** and **“our”** should be understood accordingly.

**“You”** means the subscriber, user or customer. **“Your”**, capitalised or otherwise, has a corresponding meaning.

## **1 Information collection**

1.1 In order to provide a better service to you, we may collect, use, or disclose the following data about you, in accordance with the Personal Data Protection Act:

- (a) information that you provide by filling in forms on the Portal or through another remote channel or sent to us physically. This includes information provided at the time of registering to use the Portal, subscribing to our Services, posting material or requesting further Services from us. We may also ask you for information at other times, for example in connection with a promotion or when you report a problem with the Portal;
- (b) if you contact us, we may keep a record of that correspondence;
- (c) we may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them;
- (d) details of transactions you carry out through the Portal and of the fulfilment of your orders;
- (e) details of your visits to the Portal and the resources that you access;
- (f) documents uploaded on to the Portal; and
- (g) details of bank / broker accounts which you link to our Portal.

## **2 Uses made of the data**

2.1 By using our Services, making an application or visiting the Portal, you grant us the permission to collect, use, copy, transmit, store and back-up your Confidential Information for purposes of the Services and/or for any other purpose(s) as contemplated by the this Policy and the Terms. This is subject to the restrictions in paragraph 7.

2.2 The purposes for which Personal Data may be used by us in and outside Singapore include:

- (a) ensuring that the content(s) of the Portal are presented in the most effective manner for you and for your computers and other devices;

- (b) providing you with alerts, newsletters, education materials or information that you have requested or signed up to;
- (c) carrying out our obligations arising from any contracts entered into between you and us;
- (d) allowing you to participate in interactive features of our Services, when you choose to do so;
- (e) complying with laws and regulations applicable to us or any of our affiliates in or outside Singapore;
- (f) legal proceedings, including collecting overdue amounts and seeking professional advice;
- (g) improving and furthering our products;
- (h) promoting and marketing our Services and products subject to your exercise of the Opt-Out; or
- (i) purposes directly related or incidental to any of the above.

2.3 Such data will be used to facilitate communication, and processing of internal administrative and record keeping. We will keep the Personal Data we hold confidential and take steps to prevent unauthorised disclosures of the same. However, we will disclose such information to:

- (a) personnel, employees, agents, advisers, auditors, contractors, financial institutions, and service providers to the extent reasonably necessary for the provision and maintenance of the Services or in connection with any of our operations;
- (b) our overseas offices, affiliates, business partners and counterparts (if any);
- (c) persons under a duty of confidentiality to us;
- (d) persons to whom we are required to make disclosure under applicable laws and regulations in or outside Singapore; or
- (e) actual or proposed transferees or participants of our Services in or outside Singapore.

2.4 Core Data: For producing Core Data, we may aggregate your Personal Financial Data together with similar data from other users. Core Data will be produced in such a manner that the underlying data will no longer be identifiable to any specific user. We may share Core Data amongst users as part of the Services provided, and also with our business partners and other third parties to help us make improvements and/or enhancements to our products and Services and for marketing, research and academic purposes.

### 3 Cookies

- 3.1 The Portal uses cookies to distinguish you from other users of the Portal. This helps us to provide you with a good experience when you browse the Portal and also allows us to improve the Portal. By continuing to browse the Portal, you are agreeing to our use of cookies.
- 3.2 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer and of your other device if you agree. Cookies contain information that is transferred to your computer's hard drive.
- 3.3 We use the following cookies:
  - (a) **Strictly necessary cookies.** These are cookies that are required for the operation of the Portal. They include, for example, cookies that enable you to log into secure areas of the Portal, use a shopping cart or make use of e-billing services.
  - (b) **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around the Portal when they are using it. This helps us to improve the way the Portal works, for example, by ensuring that users are finding what they are looking for easily.
  - (c) **Functionality cookies.** These are used to recognise you when you return to the Portal. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- 3.4 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.
- 3.5 We may use the following third party web analytics services on the Portal. The service providers that administer these services use technologies such as cookies, web server logs and web beacons to help us analyse how visitors use the Portal. The information collected through these means (including IP address) is disclosed to these service providers, who use the information to evaluate use of the Portal. These analytic services may use the data collected to contextualise and personalise the marketing materials of their own advertising network.
- 3.6 Google Analytics
  - (a) Google Analytics is a web analysis service provided by Google Inc. (“**Google**”). Google's ability to use and share information collected by Google Analytics is in accordance with its policies: <http://www.google.com/policies/privacy/partners/>.

(b) You can prevent Google's collection and processing of data by using the Google Ads Settings page or by downloading and installing its browser plug-in (<https://tools.google.com/dlpage/gaoptout>).

3.7 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies), you may not be able to access all or parts of the Portal.

## **4 Security**

### **4.1 What we do**

(a) We are committed to the safety and security of your data and information. We use a world class cloud infrastructure provider for storing all information and for hosting the platform. We place your Personal Data in an encrypted database and filesystem and deploy firewalls, SSL and encryption technology for data transmission.

(b) We may hold your Personal Data on servers in Singapore, Australia, and any other territories as we see fit from time to time. We may also transfer your Personal Data to our overseas offices or to any of the persons listed in paragraph 2.3 above, who may be located in or outside of Singapore.

(c) We subject ourselves to regular checks by third party security evaluation specialists and restrict access to your Personal Data by our staff on a need-to-know basis only. Once we have received your Personal Data, we will use strict procedures and security features to try to prevent, as far as reasonably possible, unauthorised access to your Personal Data.

### **4.2 What you should and should not do**

You should keep your user ID and password strictly confidential at all times and should not share these details with anyone. In public areas, you should exercise caution and not leave your computer unattended whilst logged into your account. You should also avoid using public computer terminals to access your account, unless you can adequately verify that the terminal is free from spyware and that you can erase all of your information upon exiting the terminal. We will not be liable for any loss or damage arising from unauthorised access to your account due to any failure to comply with these precautions.

## **5 Changes to this Policy**

By using the Portal, you agree to the terms of this Policy. We may revise the terms of this Policy from time to time and will always present the most up-to-date version on our Portal. It is your responsibility to periodically review and keep yourself apprised of the latest terms but, if any

revision meaningfully affects your rights, we will take reasonable steps to notify you of such changes.

## **6 Data retention**

- 6.1 We retain Confidential Information for as long as it is necessary. It may be archived as long as we believe that the purpose for which it was used still exists. We will retain your Personal Data until the purpose for which that Personal Data was collected is no longer being served by the retention of the Personal Data, and the Personal Data does not need to be retained any longer for any legal or business purpose. If any part of the Personal Data has been collected as part of our anti-money laundering or countering the financing of terrorism measures, we will retain such Personal Data for at least five (5) years after the termination of the business relationship with you.
- 6.2 If you decide to stop using our Services, we will delete all such data within a reasonable time after the termination of the Services or after cessation of the subject matter to which such Personal Data relates, subject to retention for purposes of complying with applicable laws, resolving disputes, enforcing the terms of our agreement with you and protecting our intellectual property rights.
- 6.3 Sometimes, the Personal Data we collect in accordance with this Policy may be retained, transferred, or processed outside Singapore. We will comply with our obligations under the Personal Data Protection Act in relation to such retention, transfer, or processing for as long as the data remains within our possession or control. We will take measures that are reasonably within our means to ensure that the recipient(s) of your Personal Data located outside Singapore will provide to your Personal Data a level of protection that is comparable to that required by the Personal Data Protection Act. However, if data needs to be retained, transferred to, or processed in countries that have less stringent personal data protection laws than Singapore in order to provide you with the Services you, you are deemed to consent to such transfer, storage, or processing in providing your Personal Data to us during your use of the Portal. You may at any time inform us that you wish to withdraw your consent to such transfer, storage, or processing of your Personal Data. This may affect or remove our ability to provide you with certain or all the Services.

## **7 Personal Data Policy**

- 7.1 You have provided Personal Data in connection with the login for this Portal and to process any application for Services from the Group or to enter into an Agreement with the Group, where failure to supply such Personal Data may result in an application for Services or Agreement being rejected.
- 7.2 We intend to use your Personal Data in direct marketing. We may also provide your Personal Data to other persons for their use in direct marketing, whether or not such persons belong to the Group.

7.3 Further, please note that:

- (a) Personal Data includes your name, contact details (including address, contact number, email address), products and services information, transaction pattern and behavior, background and demographic data held by us from time to time;
- (b) the following classes of services, products and subjects may be marketed in direct marketing:
  - (i) our Services and products and services and products related to the Portal and/or our affiliates; and
  - (ii) invitations to events such as webinars;
- (c) we may conduct direct marketing via fax, email, direct mail, telephone and other means of communication or send e-newsletters to you.

7.4 HOWEVER, we cannot do so without your consent and request that you provide the same by NOT ticking the box on our Portal login page. If you decide to tick the box (“**Opt-Out**”), you are indicating that you DO NOT wish Kristal to use your Personal Data in direct marketing and DO NOT wish to receive direct marketing materials by phone, SMS, mail, email, fax or any other communication channels and DO NOT wish Kristal to provide your Personal Data to any other persons for their use in direct marketing, whether or not such persons are members of the Group except where you have applied for or will apply for any product or service that is provided by Kristal jointly with a co-branding partner, such Opt-Out will not apply to such co-branding partner to whom you have consented or shall consent to the provision of your Personal Data separately.

7.5 You understand that the choices made pursuant to paragraph 7.4 above represent your most up-to-date choices of whether or not to receive direct marketing contact or information. This replaces any choice previously communicated by you to Kristal.

7.6 If you exercise your Opt-Out rights, we will maintain such data as strictly confidential and will not sell, lease or distribute the same to any third party (other than certain trusted third party service providers involved in the operations of our business and performing services on our behalf, with restricted access to customer data and information, on a need-to-know basis only, and in compliance with this Policy), unless we are required or requested to do so by the laws of or any regulatory authority in the jurisdictions in which we operate. For the avoidance of doubt, Personal Financial Data for this purpose does not include information that is aggregated with similar data from other users to produce Core Data, or is otherwise no longer identifiable to any specific user.

7.7 Please note that if you exercise your Opt-Out Right, we may not, depending on the nature of your request, be in a position to continue to provide the Services or any other products to you, or to administer any contractual relationship in place. Such exercise may also result in the termination of any agreement you may have with us. Our legal rights and remedies are expressly reserved in such event.

## **8 Your consent & rights**

- 8.1 Under the Personal Data Protection Act, individuals have (amongst other things) the rights:
- (a) to check whether we hold Personal Data about you and to access such data;
  - (b) to require us to correct as soon as reasonably practicable any data relating to you that is inaccurate;
  - (c) to ascertain our policies and practices in relation to Personal Data and the kind of Personal Data held by us; and
  - (d) to object to the use of your Personal Data for marketing purposes and that we shall not use your Personal Data for marketing purposes after you communicate your objection to us.
- 8.2 However, please note that Singapore law allows us to refuse such requests under certain circumstances, such as where (i) the burden or expense of providing access to the relevant data would be unreasonable to us or disproportionate to your interests; or (ii) disclosing such Personal Data would reveal confidential commercial information that could reasonably be expected to harm our competitive position.
- 8.3 Please send requests for such objections, access to data, correction of data, information regarding policies and practices and kinds of data held, questions or complaints to: [compliance@kristal.ai](mailto:compliance@kristal.ai). We reserve the right to charge a reasonable fee for processing any data access request(s).

## **9 Limitation of Liability**

- 9.1 To the maximum extent permitted by law, we will not be liable to you for any loss (including loss of information, data, revenues, profits or savings) or damage resulting, directly or indirectly, from any use of, or reliance on the Services. You assume full responsibility for results obtained from the use of the Services and the conclusions drawn from such use.
- 9.2 Without limiting paragraph 9.1, if you suffer loss or damage as a result of our gross negligence or wilful failure to comply with our obligations under this Policy, any claim by you against us will in any event be limited to the aggregate Subscription Fees paid by you to us over the three (3) month period preceding the date the claim first accrued or, if less than three (3) months has elapsed, the pro-rated amount of the aggregate Subscription Fees paid.

## **10 Governing law & jurisdiction**

This Policy is governed by the laws of Singapore and any dispute arising out of or in connection herewith is subject to the exclusive jurisdiction of the Singapore courts.