# **Privacy Policy**

Your privacy is important to us. The purpose of this Privacy Policy is to inform you of how Business Continuity Planning Asia Pte Ltd and BC Connex Pte Ltd manage personal data in accordance with the Personal Data Protection Act 2010 ("the Act").

By interacting with us, submitting information to us or signing up for any promotions or services offered by us, you agree and consent to Business Continuity Planning Asia Pte Ltd and BC Connex Pte Ltd, its related corporations and affiliates, (collectively referred to herein as "BCPA/BCX", "us", "we" or "our"), as well as our respective representatives collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to BCPA/BCX's authorised service providers and relevant third parties in the manner set forth in this Privacy Policy.

This Privacy Policy supplements but does not supersede nor replace any other consents you may have previously provided to BCPA/BCX nor does it affect any rights which BCPA/BCX may have at law in connection with the collection, use or disclosure of your Personal Data. BCPA may from time to time update this Privacy Policy to ensure that this Privacy Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Privacy Policy as updated from time to time on our websites. Please check regularly for updated information on the handling of your Personal Data.

By accessing this website and any of its pages, and by using ezBCM360 and ezNotify360 Saas Application (collectively referred to herein as "Services"), you consent to the collection, use and disclosure of your personal data to us and agree to be bound by the following terms and conditions of this Policy.

# Collection and Use of Personal Data and Other Information

## **Personal Data**

As a general rule, we will collect and use your personal data solely for the purposes as part of the requirements to create your continuity plans or to send emergency notifications to you while you are using our Services.

## **Aggregate Data**

Our server automatically recognises information regarding the domain name (or that of the visitor's access provider) but not the email address or other information that allows users of our website or Services to be identified (unless you choose to interact with us through activities such as subscribing to our mailing list or signing up for an event). We also collect aggregated information regarding user access or visits to our website and use of our Services. Information collected automatically and aggregated information does not identify you personally and will only be used for analytical and statistical purposes, such as determining the countries from which our visitors originate.

#### Withdrawal of Consent

You may withdraw your consent to the collection, use or disclosure of your personal data at any time by giving us reasonable notice. If you withdraw your consent, we will inform you of the expected consequences of your withdrawal.

# **Handling of Personal Data**

Only authorised staff have access to your personal data. Our authorised staff are contractually obliged to maintain the confidentiality and privacy of your personal data at all times.

#### **Disclosure of Personal Data**

We do not sell any personal data in our possession to anyone or any third party for any purpose, unless otherwise stated.

Your personal data will not be published on our website or any other platforms, unless otherwise agreed or self-initiated.

We will only disclose your personal data in circumstances that have been specifically notified to you or otherwise only in limited circumstances such as to government departments, statutory boards, regulatory or law enforcement agencies or in accordance with the applicable laws.

## **Compliance by Third Parties**

In the event that we may be required to share your personal data with any third party we will notify you beforehand and obtain your consent.

Without prejudice to the foregoing, our website may contain links to other websites which are outside our control and are not covered by this Policy. If you access other websites using the links provided, the operators of these websites may collect information from you which will be used in accordance with their privacy policy, which may differ from ours.

# **Security Measures in Place to Protect Personal Data**

To protect and safeguard the confidentiality of your personal data and to ensure that it is kept safe, secure and private, we adopt the following systems security and monitoring measures:-

- Firewalls and anti-virus protection to detect and prevent any forms of illegitimate activities and/or illegal intrusions of our network systems;
- · Regular security reviews of our systems;
- Vigilant monitoring to detect any suspicious online activities at our website and App server.

 BCPA /BCX conforms to ISO/IEC 27001 and aligns with ISO/IEC 27018 for PII protection in cloud environments.

We are committed to monitoring our security system constantly for potential situations that could compromise the security or the privacy of our customers, online users, and visitors to our website, and to exploring new technology continually to enhance our security system. Nevertheless, we do not warrant the security of your personal data transmitted to us using our website and Internet and online services. This is because you accept the risks that any of your personal data transmitted to or received by us using our website, Internet and online services may still be accessed and/or disclosed by unauthorised third parties.

Your responsibility in safeguarding your personal data:

- If you wish to access our website, please enter our website address directly in the browser address bar and not via hyperlinks within emails (unless those emails are sent by us).
- Clear your browser's cache and history after each session. Default files on a computer, sometimes called "cache" files can retain images of personal data or otherwise sent to or received by us at our website, making them a potential target for a system intruder. Therefore, we strongly advise that you clear your browser's disk cache and history after each visit to our website.
- Do not use a shared computer or an Internet cafe computer to access our website because such computers may be installed with certain software which could capture your personal data or otherwise without your knowledge.
- If you have installed or downloaded any software which claims to speed up your Internet connection or other software, games, screensavers etc, you should be aware that they may be spyware which has the ability to track your Internet sessions and/or gain access to your personal data and Internet browsing history. We recommend that you uninstall such spywares.
- Do not leave your personal computer unattended during your online session whereby your personal data may be viewed by unauthorised persons.
- Ensure that your personal computer has the latest anti-virus, anti-spyware and firewall software and updates to guard against new viruses. Make sure that your computer's operating system and browser software are updated with the latest security patches.
- Update us if you change your contact details so that we can contact you in a timely manner on any issues or matters relating to your access to our website.
- Contact us if you notice something suspicious or encounter any issues, difficulties or irregularities in accessing our website.
- Do not open email attachments from strangers, install software or run programs from unknown sources or origins.
- Delete junk or chain emails.

• Email messages sent to us over the Internet containing your personal data cannot be guaranteed to be completely secure and you assume all risks arising or in connection thereto.

It is important that you do your part to ensure that any personal data provided to us via our website, email or any other channels of communication are done in a safe and secure manner. We will not be liable to you for any losses, damages, expenses, costs (including legal costs) and charges (whether direct or indirect, foreseeable or unforeseeable, special or consequential or economic loss) incurred or suffered by you arising out of you sending email messages containing your personal data to us over the Internet or for any error, fraud, forgery, system failure or anything beyond our control or in connection with your failure to adhere to the terms and conditions herein and the terms and conditions of access to our website under and/or your failure to follow the above recommended security measures.

#### **Access to Personal Data**

Under the Act, you have the right of access to your personal data in our possession or under our control or information which may have been used or disclosed by us within a year before the date of your request. Your request for access must be made to us in writing and is subject to the payment of any fees that we may prescribe.

## **Correction of Personal Data**

If you have any reason to believe that any personal data which you have provided to us is inaccurate, incorrect, incomplete or not updated, you may write to us. We will, after using reasonable efforts to verify the authenticity of the request, promptly update your records accordingly within seven (7) working days from the date of receipt of your request.

## **Retention of Personal Data**

Your personal data will be retained by us for as long as the original purposes or the legal or business purposes for which your personal data was collected continue. If retention is no longer necessary, we will use reasonable efforts to delete, destroy or de-identify your personal data unless retention of the same is required to satisfy legal or regulatory requirements or to protect our interests or in accordance with our policies.

# Ways in which Personal Data may be collected

- Personal data may be collected from you through our website and Services in a variety of ways, including but not limited to the following:
  - when you created an account with us;
  - when you create contact lists;
  - when you make any enquiry or contact us through our contact form or helpdesk form;
- Use of Personal Data collected through this website: Without prejudice to any other provision of this Privacy Policy, any personal

data collected through our website will be used and/or disclosed by us for any one or more of the following purposes:

- to respond to your requests and queries;
- · to verify and process your personal particulars;
- to process your account creation for our Services;
- to process your contact list for receiving emergency notifications;
- to communicate with you;
- to enforce our legal rights and remedies under this Privacy Policy and the Terms of Use;
- for marketing research, user profile and statistical analysis;
- to send you information, promotions, updates and marketing and advertising materials in relation to our products and services and those of third party organisations;
- complying with applicable laws and regulations, the requests of law enforcement and regulatory officials, or orders of court; and
- for any other purpose, including the disclosure of such information to third parties for commercial/business reasons.
- Your use of any services provided by us through our website and Services are also subject to our Terms of Use which are incorporated by reference into this Privacy Policy. If there is any conflict, inconsistency or ambiguity between this Privacy Policy and the Terms of Use, this Privacy Policy will prevail.

## **Customer Service and Enquiries**

If you have any queries, concerns or complaints relating to the collection, use or disclosure of your personal data, please call us at +(65) 6325 2080 between 9am to 5pm, on Mondays to Fridays, or email us at <a href="mailto:dpo@bcpasia.com">dpo@bcpasia.com</a>.

# **Amendments to the Policy**

We may amend this Policy from time to time and will make available the updated Policy on our website. By continuing to access our website and Services you agree to be bound by the terms and conditions of the Policy, as amended from time to time.

# **Governing Law and Submission to Jurisdiction**

This Policy is governed by Singapore law and you agree to irrevocably submit to the exclusive jurisdiction of the Singaporean Courts.