

Privacy Policy

Smartfunding Pte Ltd (the “**Company**”) is part of the AFG Group. AFG Group takes the privacy and confidentiality of the users of this website seriously. It is emphasized to the users of this website that they read this privacy policy (the “**Privacy Policy**”) carefully before using any services provided in this website. By accessing and using the services in this website, the users acknowledges that they have read, understood and agreed to the contents written in this Privacy Policy.

This Privacy Policy is to be referred to and be read in conjunction with the Company’s Terms and Conditions published on our website.

For the purposes of this Privacy Policy, please note that:

“AFG Group” refers to ASEAN Fintech Group Ltd (“**AFG**”) and all its Related Companies and jointly controlled companies, including companies, branches, offices and other forms of presence operating outside of Singapore.

“Personal information” refers to any information which relates directly or indirectly to you and/or your transactions with us. This information includes your name, address, occupation, contact details, age, financial information such as your income and income tax particulars, your identity card or passports, place of birth, credit history, transaction history, the details of your account(s), the type of products and/or services subscribed to and such other necessary information regarding yourself and your transaction(s) with us.

“Related Companies” refers to a company that is (i) the holding company of AFG; (ii) a subsidiary of AFG; (iii) a subsidiary of the holding company of AFG; or (iv) companies which are not subsidiaries of AFG but in which AFG has shareholdings (whether direct or indirect) of more than 20%.

1. Personal Data Collection

1.1 In order to enable us to deal with your inquiries, open and operate an account/facility for you and/or to generally provide you with our products and services, we may collect, store and use your personal information which includes, but not limited to, the following:

- (i) Any personal information that you may choose to send to us in the course of using our website;
- (ii) Any personal information relating to the purchasing of insurance products and/or services through the website;
- (iii) Any personal information to establish your financial standing, employment details, credit worthiness and/or suitability for any of our products/services (if required);
- (iv) Any personal information about your risk profile, investments, tax and insurance, investment objectives, knowledge and experience and/or business interests and assets;
- (v) Any personal information relating to your activities, habits, preferences and interests arising from your use of products and services of AFG Group, our partners or vendors

- (vi) Any personal information that you provide when you apply for any of our products and services, including your views or opinions made known to us via feedback or surveys;
- (vii) Any personal information about your computer and/or about your visits to and use of this website which may include your IP address, cookies, activity logs, online identifiers, geographical location, length of visit, page views and website navigation paths;
- (viii) Any communication that you may send to us or through our website; and
- (ix) Any other personal information which you may choose to send us in the course of using our website.

1.2 We may obtain this information from yourself and from a variety of sources, including but not limited to:

- (i) Through your relationship with us, for example information provided by you in application forms, when you operate your account and use our products or services, when taking part in customer surveys, competitions and promotions, and during financial reviews;
- (ii) Through your verbal and written communications with us and/or our authorized agents via SMS, phone or mobile device, email, fax, mail, websites or browsers, social media and/or any other appropriate communication channels;
- (iii) From an analysis of the way you use and manage your accounts/facilities with us, from transactions you make and from the payments which are made to/from your accounts/facilities;
- (iv) From third parties connected with you, such as employers, joint account holders, security providers, guarantors and indemnitors, subject to your prior consent;
- (v) From such other sources in respect of which you have given your consent to them disclosing information relating to you and/or where they are not otherwise restricted;
- (vi) From other sources (for example from credit reporting/referencing agencies, including but not limited to CCRIS (in Malaysia), CBS (in Singapore) and/or any other bureaus or agencies established or to be established by a central bank or any other authorities and/or from any financial institution);
- (vii) From insurance claims or other documents; and/or
- (viii) From any information that is supplied and/or collected when you visit our websites and/or download our mobile device applications which may include your device's IP address or from data that is collected via cookies.

2. Usage of Personal Information

2.1 Personal information provided to us or to our website by you will be used for, but not limited to, the following purposes:

- (i) Administer the website;
- (ii) Enable you to use the website;
- (iii) Sending notifications through e-mail to you;
- (iv) Sending marketing and non-marketing commercial communications to you;
- (v) To provide sufficient information to us to identify the user of the website;
- (vi) To deal with any questions or complaints made by the users in relation to our website;
- (vii) To be kept and stored to prevent fraud and to secure our website for our legal and compliance requirements;
- (viii) For internal purposes such as data analysis, research and auditing to enhance services provided by us and AFG Group;
- (ix) To fulfill the user's orders on the sale and purchase of products/services provided on our website;
- (x) To consider and process your application to be our customer/user;
- (xi) To carry out your instructions, respond to any enquiry or deal with any feedback given by (or purported to be given by) you or on your behalf, including contacting you via phone/voice call, text message and/or fax, email and/or postal mail regarding your instructions, enquiries and/or feedback;
- (xii) To verify your financial standing or conduct credit checks, if required, including but not limited to upon an application for credit and upon periodic or special review of the credit;
- (xiii) To carry out due diligence or other screening activities (including credit, security, and background checks) in accordance with legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by us;
- (xiv) to prevent or investigate any fraud, unlawful activity or omission or misconduct, whether or not there is any suspicion of the aforementioned; dealing with and/or investigating complaints;
- (xv) To better understand your current and future investment needs and your financial situation;
- (xvi) To market and to provide you with information on our and AFG Group's products, services, offers and/or contests which may be of interest to you (in respect of which we may or may not be remunerated) and in this respect, to contact you via short message services (SMS), WhatsApp, phone or mobile device, email, fax, mail, websites or browsers, social media or messaging, in person and/or any other appropriate communication channels;

- (xvii) To produce data, reports and statistics which have been anonymized or aggregated in a manner that does not identify you as an individual;
- (xviii) To create and maintain credit, behavioral and risk related models for automated credit or suitability scoring and/or any purpose relating to audit, compliance, and risk management purposes or functions;
- (xix) To analyse your credit and repayment behavior as part of lending process (if any);
- (xx) To assess financial and insurance risks;
- (xxi) To protect or enforce our rights to recover any debt owing to us;
- (xxii) To conduct anti-money laundering checks, for crime detection, investigation, prevention and prosecution;
- (xxiii) To enforce and/or defend any of our rights; and
- (xxiv) To be disclosed to relevant governmental authorities and enforcement agencies if it is legally required to do so or to comply with any court order.

2.2 We hereby expressly guarantee that without your consent, we shall not supply any of your personal information to any unrelated third party for their own purposes unless it is required by law to do so.

3. Disclosing of Personal Information

3.1 All your personal information provided to us may, if required, be processed by any of our employees, officers, professional advisers and agents (the "Authorised Personnel"). We guarantee that access to such personal information will only be released and used by the Authorised Personnel to fulfil any of their job requirements. It is further guaranteed that only necessary personal information shall be supplied to the Authorised Personnel depending on the job requirement at hand.

3.2 You consent and authorize us to disclose information about you and/or your accounts and/or facilities with us (as well as with other entities within the AFG Group whether in or outside Singapore) to:

- (i) Other entities within the AFG Group, whether in or outside Singapore;
- (ii) Companies and/or persons that act as our agents, affiliates, service providers, contractors, merchants, business partners, lawyers, auctioneers, valuers and/or professional advisers (including the employees, directors, sub-contractors, service providers, agents and professional advisors of all the aforesaid companies and/or persons);
- (iii) Companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions that you have requested;
- (iv) Banks and/or financial institutions, credit reference agencies, credit reporting agencies or credit bureaus (including those established by central banks), escrow agents, any authority, central depository or depository agent in relation to the

securities industry, the police, any other governmental or regulatory and authority or body, any insolvency department and our appointed debt recovery agents;

- (v) Any other persons under a duty of confidentiality to us (including any entities within the AFG Group) which has undertaken to keep such information confidential;
 - (vi) Any trustees, beneficiaries, administrators or executors;
 - (vii) Your advisers (including but not limited to accountants, auditors, lawyers, financial advisers or other professional advisers) where authorized by you;
 - (viii) Any other persons notified by you as authorized to give instructions or to use the accounts/facilities or products or services on your behalf;
 - (ix) Any guarantors or security providers for the facilities granted by us to you;
 - (x) Any rating agency, insurer or insurance broker or direct or indirect provider of credit protection;
 - (xi) Any law enforcement, government, courts, dispute resolution bodies and regulatory bodies and their appointed personnel or party; and/or
 - (xii) Any person connected to the enforcement or preservation of any of our rights under your agreements with us, subject at all times to any laws applicable to the AFG Group (whether in or outside Singapore). The aforementioned third parties may in some instances be located outside of Singapore.
- 3.3 There may be instances in which we may share non-personally identifiable information about you to third parties, such as advertising identifiers or one-way coding (e.g., cryptographic hash) of a common account identifier, such as contact number or email address, to enable the conduct of targeted advertising.
- 3.4 Additionally, the individual entities within the AFG Group, our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you. Please be informed disclosure to other entities within the AFG Group for cross selling purposes shall not be effected if such disclosure is objected by you. Further, please also be informed that we will only disclose your personal information (which will not include information relating to your affairs or accounts) to third parties such as our merchants and strategic partners for marketing and promotional purposes where your express prior consent has been obtained and subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to the AFG Group (whether in or outside Singapore).
- 3.5 You may tell us at any time if you do not wish to receive direct marketing communications from us, from individual entities within the AFG Group and/or from our merchants and strategic partners by notifying us at the e-mail address given at the end of this Privacy Policy. Your latest written instructions to us will prevail. In certain instances where marketing communications from us are sent via browser push to your mobile device, you will have to follow certain prescribed steps to discontinue the receipt of marketing communications from us.
- 3.6 We will treat your personal information as private and confidential and will not disclose your information to anyone outside the AFG Group except:

- (i) where you have given your express consent as set out in our application form(s) and/or pursuant to your consent and authorisation as contained in this Privacy Policy and/or in the terms and conditions governing the products and services which you have with us;
- (ii) where we are required or permitted to do so by law;
- (iii) where required or authorised by any order of court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over AFG Group;
- (iv) where we may transfer rights and obligations pursuant to our agreement(s) with you; and/or
- (v) where we are required to meet our obligations to any relevant regulatory authority (whether in or outside Singapore).

4. Data Transfers

4.1 Personal information submitted by you shall be collected, stored and processed by us and may be transferred to other countries outside of Singapore depending on the location of the server(s) to secure and safeguard your personal information which have been submitted to us.

4.2 You expressly agree to the transfers of personal information as described in this Clause 4.

5. Retaining Personal Information

5.1 Personal information which you provide to us for any purposes shall not be kept longer than necessary for that purposes.

5.2 We will retain your personal information as long as may be necessary to protect the interests of the Company, the AFG Group and/or their Authorised Personnel as may be deemed necessary, or where it is required by the law.

5.3 Your personal information will also be retained in such circumstances:

- (i) we are required by any existing laws to do so;
- (ii) we believe that the personal information may be relevant to any ongoing or prospective legal proceedings;
- (iii) it is to establish and defend our legal rights when necessary.

6. Security of Personal Information

6.1 We warrant and guarantee that we will take all reasonable steps and measures to prevent loss, misuse or alteration of your personal information by any unauthorised person.

- 6.2 We further warrant and guarantee that all personal information submitted to us shall be stored in our secured servers.
- 6.3 Notwithstanding Clauses 6.2 and 6.3, it is understood that any information transmitted over the internet is inherently insecure. As such, you understand that we cannot give you a full guarantee on the security of any form of data sent over to us by you through the internet.
- 6.4 When registering yourself on the website, you shall be asked to create your own personal password. You are responsible for keeping the password confidential. Except on instances when you want to log into our website, we will never ask for your password.

7. Use of Cookies

- 7.1 By visiting and using this website, you acknowledge that cookies may be installed in your computer. Cookies are files that records information such as browsing of the website from that computer or to collect Internet log information and visitor behaviour information. You may delete cookies installed on your computer at any time by configuring your browser software.
- 7.2 We use cookies for a number of purposes, including to store your preference for certain types of information or products, further analysis for the purpose of providing products and services to you, to improve our products and/or to personalize our services to you.
- 7.3 Please take note that you may not benefit from some of the services on our website if cookies are uninstalled or prevented from being installed on your computer.

8. Amendments

- 8.1 You understand and acknowledge that there may be changes made to this Privacy Policy from time to time. When we do so, we will update and publish the latest version of this privacy policy on the website.
- 8.2 You are advised to check this Privacy Policy from time to time to keep yourself updated with the latest changes in this privacy policy. We may also notify you of the changes made to this privacy policy through our website.

9. Your Rights

- 9.1 You may instruct us to provide you with your personal information which has been submitted to us provided that you supply us evidence as to your identity (identification card, passport or any other forms of documents which may prove the validity of your identity). You may also be required to make a payment for this service.
- 9.2 Notwithstanding Clause 9.1, we may still withhold any personal information that you may have requested to the extent as permitted by law.
- 9.3 Any electronic marketing communications we send you will include clear and concise instructions to follow should you wish to unsubscribe at any time.

Should you:

- no longer wish to be contacted by us;
- wish to obtain further information on how to limit the processing of your personal data;
- wish to delete or correct your personal data;
- have any further query; or
- wish to make a complaint in respect of your personal data

you can advise us at any time by contacting us at hi@smartfunding.sg

You can also ask us at any time to stop passing your information to third parties for marketing purposes, which we will do.

11. Link to Other Platforms

- 11.1 Our website(s), website/IT portal(s)/mobile application(s) and other digital and telecommunication channels may contain links to other sites that are operated by third party companies with different privacy practices. If you opt to enter into a contract with a third party through our Platforms and other digital and telecommunication channels, the Personal Data you provide to us, along with any other information requested and provided by you or us to the third party are controlled by the third party in accordance with that third party provider's privacy policy. You should remain alert and read the privacy statements of other sites. We are not responsible for the privacy policies or levels of compliance of third parties or for how third party providers use your Personal Data. Furthermore, we do not endorse the practices and content of any third party websites.

11. Exclusion of Liability

- 11.1 You agree to not hold us liable for any violation, breach or non-compliance with any precepts of privacy or the protection of Personal Data in the following situations:
- 11.1.1 Where an act of nature is involved or any unforeseeable circumstances has occurred, resulting in the malfunction, damage or destruction of any equipment and/or machinery which is used to secure, store or process personal data or information from the users;
- 11.2.1 Where the personal data or information is already available or able to be found by the public before any personal data or information of such kind has been submitted to us;
- 11.3.1 Where after every reasonable effort and attempt has been made by us to verify, secure and safeguard any personal data and information submitted to us, there is unauthorised access, hacking, misuse, modification, alteration, tampering or abuse of such personal data and information caused by malicious, fraudulent or criminal acts of any kind or misconduct of a third party not being under our control or instruction.

12. Contact Information

12.1 If you have any questions about this privacy policy you may contact us at hi@smartfunding.sg