

**DATA PROTECTION POLICY OF**  
**B-WIZ PARTNERS PTE LTD**

Last updated : 27 September 2024

This Data Protection Policy (“**Policy**”) sets out the basis which **B-WIZ PARTNERS PTE LTD** (“**we**”, “**us**”, or “**our**”) may collect, use, disclose or otherwise process personal data of our customers in accordance with Singapore’s *Personal Data Protection Act 2012* (“**PDPA**”).

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.

**Section A: Meaning of “personal data”**

1. As used in this Policy:

“**customer**” means any entity or individual:

- (a) who has contacted us through any means to find out more about any goods or services we provide; or
- (b) who may, or has, entered into a contract with us for the supply of any goods or services by us;

“**personal data**” means data, whether true or not, about an individual 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;

and

“**Services**” means any services provided by us to a customer, including but not limited to:

- (a) corporate secretarial services;
- (b) accounting;
- (c) corporate tax filing;
- (d) personal tax filing;
- (e) payroll; and
- (f) administrative support.

2. Depending on the nature of your interaction with us, some examples of personal data which we may collect in the course of providing our Services include, but are not limited to:
  - (a) full name;
  - (b) NRIC, FIN, passport or other identification numbers;
  - (c) mobile, residential or other contact numbers;
  - (d) residential address;
  - (e) email address;
  - (f) age and date of birth;
  - (g) gender;
  - (h) education background;
  - (i) employment history;
  - (j) profession/occupation;
  - (k) income levels, salary, tax and other financial information;
  - (l) agreements relating to employment or other incomes (e.g. rental, IR8A);  
and
  - (m) insurance information (e.g. life insurance policy and premium paid details for personal relief claims).
3. For the avoidance of doubt, “**business contact information**” is not subject to the rules on collection, use and disclosure of personal data. Business contact information means an individual’s name, position name or title, business telephone number, business address, business electronic mail address or business fax number and any other similar information about the individual, not provided by the individual solely for his or her personal purposes.
4. Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

**Section B: Collection, use and disclosure of personal data (where the customer is an entity)**

**5. Definition of “Customer Personal Data”**

In this section, “**Customer Personal Data**” means, in the case where the customer is an entity, the personal data of the shareholder(s), director(s), officer(s), employee(s), agent(s) and/or representative(s) of the said entity.

**6. Collection, Use and Disclosure**

In the case where you the customer are an entity, we will only collect, use or disclose Customer Personal Data that is disclosed by you to us:

- (a) to perform our obligations in the course of or in connection with our provision of the Services requested by you;
- (b) with the prior written consent of you or the individual to whom such Customer Personal Data relates; or
- (c) for the purpose of complying with any applicable laws, regulations, codes of practice, guidelines, court orders or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; or
- (d) to fulfill any other incidental business purposes related to or in connection with the above.

**Section C: Collection, use and disclosure of personal data (where the customer is an individual)**

**7. General**

In the case where you the customer are an individual, we generally do not collect your personal data unless:

- (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “**authorised representative**”) after:
  - (i) you (or your authorised representative) have been notified of the purposes for which the data is collected; and
  - (ii) you (or your authorised representative) 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 will 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).

#### **8. Purpose(s) of collection and use of your personal data**

We may collect and use your personal data for any or all of the following purposes:

- (a) for the purposes of performing our obligations in the course of or in connection with our provision of the Services requested by you;
- (b) verifying your identity;
- (c) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
- (d) managing your relationship with us;
- (e) processing payment or credit transactions;
- (f) sending you marketing information about our goods or services including notifying you of our marketing events, initiatives, membership and rewards schemes and other promotions;
- (g) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (h) any other purposes for which you have provided the personal data;
- (i) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes;
- (j) any other incidental business purposes related to or in connection with the above.

#### **9. Purposes of disclosure of your personal data**

We may disclose your personal data:

- (a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you, including but not limited to the Services;

- (b) to third party service providers, agents and other organisations we have engaged to perform any of the functions listed in the preceding clause for us;
  - (c) for the purpose of complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; or
  - (d) where disclosure of personal data without consent is permitted or required by the PDPA or other laws.
10. The purposes listed in the preceding 2 clauses 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).
11. **Deemed consent by notification**
- (a) We may collect or use your personal data, or disclose existing personal data for secondary purposes that differ from the primary purpose(s) for which we had originally collected. If we intend to rely on deemed consent by notification for such secondary purposes, we will notify you of the proposed collection, use or disclosure of personal data through appropriate mode(s) of communication.
  - (b) Before relying on deemed consent by notification, we will assess and determine that the collection, use and disclosure of the personal data will not likely have an adverse effect on you.
  - (c) You will be given a reasonable period to inform us if you wish to opt-out of the collection, use and disclosure of your personal data for such purposes.
  - (d) After the lapse of the opt-out period, you may notify us that you no longer wish to consent to the purposes for which your consent was deemed by notification by withdrawing your consent for the collection, use or disclosure of your personal data in relation to those purposes.
12. **Reliance on legitimate interests exception**
- (a) In compliance with the PDPA, we may collect, use or disclose your personal data without your consent for our legitimate interests or that of another person. In relying on the legitimate interests exception of the PDPA, we will assess the likely adverse effects on the individual and determine that the legitimate interests outweigh any adverse effect.
  - (b) In line with the legitimate interests' exception, we will collect, use or disclose your personal data for the following purposes:

- (i) Fraud detection and prevention;
  - (ii) Detection and prevention of misuse of services;
  - (iii) Network analysis to prevent fraud and financial crime, and perform credit analysis; and
  - (iv) Collection and use of personal data on company-issued devices to prevent data loss.
- (c) The purposes listed in the above sub-clauses 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.

### **13. Withdrawing your consent**

- (a) The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
- (b) Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within 30 days of receiving it.
- (c) Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in this clause.
- (d) Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

**Section D: Other general clauses relating to collection, use and disclosure of personal data**

**14. Access to and correction of personal data**

- (a) If you wish to make:
- (i) an access request for access to:
    - (1) a copy of Customer Personal Data, or information about the ways in which we use or disclose Customer Personal Data (in the case where you the customer are an entity); or
    - (2) a copy of personal data which we hold about you, or information about the ways in which we use or disclose your personal data (in the case where you the customer are an individual);or
  - (ii) a correction request to correct or update:
    - (1) any Customer Personal Data (in the case where you the customer are an entity); or
    - (2) any of your personal data which we hold about you (in the case where you the customer are an individual);

you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.

- (b) 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.
- (c) We will respond to your access or correction request as soon as reasonably possible. In general, our response will be within 30 days. Should we not be able to respond to your request within 30 days after receiving your request, we will inform you in writing within 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 will 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).

**15. Protection of personal data**

- (a) To safeguard personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced reasonable security arrangements (including, where 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.

- (b) 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.

**16. Accuracy of personal data**

- (a) We generally rely on personal data provided by you or your authorised representative, so you are required to make reasonable effort to ensure that any personal data given to us is current, complete and accurate.
- (b) Where the personal data relates to Customer Personal Data, please note that we may obtain confirmation from the individual to whom such Customer Personal Data relates or any other independent sources to verify the currency, accuracy and completeness of such personal data.
- (c) In any case, please update us if there are changes or corrections to be made to any personal data that is given to us via a correction request to our Data Protection Officer at the contact details provided below.

**17. Retention of personal data**

- (d) We may retain personal data for as long as it is necessary to fulfil the purpose(s) for which it was collected, or as required or permitted by applicable laws.
- (e) We will cease to retain personal data, or remove the means by which the data can be associated with you or with the individual to whom such data relates (as applicable), upon your written request or as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

**18. Transfer of personal data to third parties in or outside Singapore**

- (a) In the course of providing our Services, we may transfer personal data to the following third-party entity/entities:
  - (i) Ingenique Solutions; and
  - (ii) Google Searches.(each a “Third Party Entity”).

- (b) If:
  - (i) a Third Party Entity's country of incorporation or place of business is outside of Singapore; or
  - (ii) you provide consent to us to transfer personal data to a place outside Singapore,

we will take steps to ensure that such personal data transferred continues to receive a standard of protection that is at least comparable to that provided under the PDPA.
- (c) Save as set out in this clause, we will not transfer personal data given to us to a place outside Singapore without your prior written consent.

## 19. Notification of breach

If we have reason to believe that a data breach has occurred in relation to:

- (a) Customer Personal Data (in the case where you the customer are an entity):
  - (i) we will immediately notify you of the said data breach; and
  - (ii) upon notification of such breach, please note that you will be required to assess whether the data breach is a notifiable data breach in accordance with the PDPA, and to thereafter comply with your corresponding obligations under the PDPA if the said data breach is assessed by you to be a notifiable data breach.
- (b) your personal data (in the case where you the customer are an individual):
  - (i) we will assess whether the said data breach is a notifiable data breach under the PDPA;
  - (ii) where the breach has been assessed by us to be a notifiable one, we will notify the Personal Data Protection Commission ("**PDPC**") as soon as practicable, and in any case no later than 3 calendar days after we have made that assessment; and
  - (iii) on or after notifying where the PDPC as mentioned in the preceding sub-clause, we will also notify each affected individual affected by the said notifiable data breach in any manner reasonable in the circumstances, unless:
    - (1) on or after assessing that the data breach is a notifiable data breach, we take any action, in accordance with any prescribed requirements, that renders it unlikely that the

notifiable data breach will result in significant harm to the affected individual(s);

- (2) we had implemented, prior to the occurrence of the notifiable data breach, any technological measure(s) that renders it unlikely that the notifiable data breach will result in significant harm to the affected individual(s);
- (3) we have been instructed by a prescribed law enforcement agency or the PDPC not to do so; or
- (4) the requirement to notify an affected individual is waived by the PDPC.

20. **Data Protection Officer**

If you have any enquiries or feedback about our personal data protection policies and procedures (including this Policy), or if you wish to make any request in relation to this Policy, you may contact our Data Protection Officer (“DPO”) in the following manner:

Name of DPO: Suh Huey Liang  
Contact No.: +65 65364363  
Email address: suhuey.liang@bwiz.com.sg

**General clauses relating to this Policy**

21. This Policy applies in conjunction with any other 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 Policy was last updated. Your continued use of our Services constitutes your acknowledgement and acceptance of such changes.

----- **END OF DATA PROTECTION POLICY** -----