

DATA PROTECTION NOTICE FOR USERS & CLIENTS

WadzPay is committed to the protection and security of our users' personal data. We strive to maintain appropriate technical and organisational measures needed to ensure the security and confidentiality of our users' personal data.

This Data Protection Notice ("**Notice**") sets out the basis upon which **WadzPay Group**, including **WadzPay Worldwide Pte. Ltd.** (UEN No. 201842594H, a private limited company incorporated in Singapore with its principal office at 76A Tras Street Singapore 079015) (and/or its related or associated companies) ("**we**", "**us**" or "**our**") may collect, use, disclose or otherwise process personal data of our users and clients in accordance with the laws and regulations of the jurisdictions that we operate in, including the Personal Data Protection Act 2012 of Singapore ("**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.

By accessing any of our websites, or signing up and/or logging into any of our websites or mobile device applications, you represent that you are at least eighteen (18) years old and are deemed to have read, understood and accepted the terms and conditions of this Policy as may be amended from time to time.

If you are under the age of eighteen (18), you shall and will be deemed to have consulted with your parent or guardian before providing us with your Personal Data (as defined below).

APPLICATION OF THIS NOTICE

1. This Notice applies to:
 - (a) all persons who are accessing or using (by way of registering an account, using the functions and/or services or otherwise) the website (<https://wadzpay.com>) [or the mobile device application "**WadzPay**"] [and/or such other websites or mobile device applications or platforms owned and/or operated by us] (hereinafter collectively referred to as "**users**"); and
 - (b) any individual who (a) has contacted us through any means (whether through the website, mobile device application or otherwise) to find out more about any products or services we provide; or may, or has entered into a contract with us in relation to any products or services provided by us (hereinafter collectively referred to as "**customers**").
2. We develop an interoperable and agnostic blockchain-based payments ecosystem, enabling faster payments, improvements in security, cost efficiency, and to enable digital asset-based transaction processing and settlement.

3. For users who are accessing our platform on behalf of your entity, the data protection of entities is not covered under the PDPA and addressed in this Notice. Personal information that we may collect generally relate to your capacity as director or partner of your respective company or limited liability partnership who may be interested in our services, or employees of the said entity with whom we have subsequently entered into a relationship with. Please note that there may be exceptions and circumstances where we are permitted to collect, use and disclose your personal information without your consent, such as “business contact information” or in relation to a “business asset transaction”.
4. This Privacy Policy shall be incorporated by reference into our Terms of Use listed on our website (<https://wadzpay.com/terms-of-use>) and any other applicable documentation that governs your relationship with us.

PERSONAL DATA

5. As used in this Notice, “**personal data**” means data, whether true or not, about a user or customer 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.
6. Depending on the nature of your interaction with us, 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;
 - (b) Residential address, telephone numbers, email address and other contact details;
 - (c) Employment information;
 - (d) Financial information such as bank statements, income particulars.
7. Other terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

8. We generally collect personal data that (a) you knowingly and voluntarily provide in the course of or in connection with your use of our website, mobile application platform or , or via a third party who has been duly authorised by you to disclose your personal data to us (“**authorised third party**”), which may include platforms that you may have registered an account and/or are currently using their services, after (i) you (or the authorised third party) have been

notified of the purposes for which the data is collected, and (ii) you (or the authorised third party) 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.

COLLECTION OF OTHER FORMS OF DATA

9. From time to time, we may also collect information (including through the use of cookies, scripts or recording and analysing your interactions) from your browser or about the devices which are used to access our Platform. Such information includes, without limitation:
 - a) Attributes such as the browser information, operating system of the device, hardware version, settings, files and software names and types and device identifiers;
 - b) Device locations;
 - c) Connection information such as the name of the ISP or mobile operator through which our Platform is accessed, browser type and IP address;
 - d) Time of visit (date, time and duration);
 - e) Behavioral information during your session using our platform(s), website(s) and/or mobile device application(s).
10. For mobile device users, we collect data of your phone and on-screen behaviour to track the performance of our platform, and to enhance your user experience.

COLLECTION AND USE OF DATA

11. Such data described in paragraph 9 above ("**User Information**") may be personal data. User Information and your personal data (collectively, "**Collected Data**") will be generally used for the purposes of our legitimate business interests, including but not limited to: providing products and services to you, personalising and tailoring your experience on our Platform, understanding how you use our Platform, assessing customer satisfaction and experience.

12. In particular, 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) verifying your identity and the accuracy of your personal details and other information provided;
 - (b) for beneficiaries: assessing, evaluating and/or confirming the status of your registration with an Agency;
 - (c) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
 - (d) responding to, handling and processing queries, requests, applications, complaints and feedback from you;
 - (e) processing, disbursing and receiving payments and/or facilitating voucher redemptions;
 - (f) sending you marketing communications such as promotions;
 - (g) facilitating our compliance with any applicable laws, customs, 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 information;
 - (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; and
 - (j) any other incidental legitimate business purposes related to or in connection with the above.
13. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us has been 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).
14. 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 and services requested by you; or
 - (b) to third party service providers, agents and other organisations we have engaged to perform any of the functions with reference to the above mentioned purposes.
15. In certain circumstances, whether at our request or otherwise, you may provide us with personal data of other individuals that are within your control or you may

have access to, during, pursuant to or in connection with the use of our Platform. If so, you represent and warrant to us that the relevant individual has been notified of the purpose for which his/her data will be collected, processed, used or disclosed, and the said individual's consent and authorisation has been obtained. If such consent and/or authorisation is withdrawn, you must inform us promptly of such withdrawal upon becoming aware.

16. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to your employment contract should you be hired) 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 a contract with you).

WITHDRAWING YOUR CONSENT

17. 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 collecting, using and/or disclosing your personal data by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
18. 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 fourteen (14) business days of receiving it.
19. 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 above.
20. 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.

ACCESS TO AND CORRECTION OF PERSONAL DATA

21. 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 as described in Paragraph 31 below.
22. 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.
23. We will respond to your request as soon as reasonably possible. In general, our response will be within fourteen (14) business days. 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).
24. 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

25. 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, use of privacy filters, and disclosing personal data both internally and to our authorised third party service providers and agents only on a need-to-know basis.
26. 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

27. We generally rely on personal data provided by you (or your authorised third party). 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

28. 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.
29. 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

30. 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.

DATA PROTECTION OFFICER

31. 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:

Name of DPO : Stephen John Tunstall
Email Address : steve@wadzpay.com

EFFECT OF NOTICE AND CHANGES TO NOTICE

32. This Notice 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.
33. We may revise this Notice 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 your account, our products

and services shall constitute your acknowledgement and acceptance of such changes.

Last Updated: 1 April 2022

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DOCUMENT**