

## BigFundr Private Limited

### Privacy Policy

BigFundr.com is an interactive online and mobile platform that offers and facilitates consumer-to-business lending specifically in the property segment (the “**Platform**”, “**us**”, “**we**” or “**our**”).

The Platform is operated and maintained by BigFundr Private Limited (Registration No. 201917020N), a company registered in Singapore (“**BigFundr**”). BigFundr is licensed by the Monetary Authority of Singapore (the “**Authority**”) and holds a capital markets services licence under the Securities and Futures Act (Cap. 289) of Singapore (“**SFA**”) for dealing in capital markets products that are securities.

This privacy policy (“**Privacy Policy**”) applies to all Personal Data collected by BigFundr, operating in the capacity of a data principal or a data intermediary, from all (a) visitors to the Platform; (b) persons who register their emails with us; and (c) Users (collectively, “**you**” or “**your**”).

This Privacy Policy informs you of how BigFundr processes, manages and safeguards your Personal Data. By accessing and/or registering with the Platform or using any services, information or functions made available by BigFundr (including any contemplated transactions) within or via the Platform (“**Services**”), you agree and acknowledge that you have read, understood and agree to be bound by this Privacy Policy.

If you do not agree to this Privacy Policy, you should not continue to visit, access, or use the Platform, or any Services. For avoidance of doubt, your continued use of the Platform and/or Services shall be deemed to be your unconditional acceptance and acknowledgment of, and consent to be bound by, this Privacy Policy.

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Privacy Policy, unless otherwise defined or where the context otherwise requires, the following definitions shall apply:

- “**Applicable Law**” : means all applicable laws, statutes, codes, ordinances, regulations, orders, decrees, awards, rules, directives, guidelines, protocols, requests (whether or not having the force of law) or other requirements of any governmental, judicial, regulatory or arbitral body of any jurisdiction applicable to the relevant entity;
- “**Governmental Agencies**” : means any governmental, semi-governmental, administrative, regulatory, legislative, executive, judicial, local or statutory agency, authority, body, commission, department, exchange, tribunal or entity and “**Governmental Agency**” means any one of them;
- “**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 BigFundr has or is likely to have access;
- “**Platform Agreement**” : means the platform agreement between the User and BigFundr, together with any on-boarding documents and supporting documents, executed or provided to BigFundr at the time of opening an Account;
- “**Platform Documents**” : means (a) the Terms of Use; (b) this Privacy Policy; (c) the Risk Disclosure Statement; and (d) the Platform Agreement;

- “process”, “processes” or “processing”** : means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, holding, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- “Terms of Use”** : means the terms and conditions for the use of the Platform which can be accessed via a link on the Platform, as from time to time amended, varied and/or supplemented; and
- “User”** : means a user of the Platform.

1.2 In this Privacy Policy:

- 1.2.1 singular words include the plural and vice versa;
- 1.2.2 references to persons or entities include natural persons, bodies corporate, partnerships, trusts and unincorporated and incorporated associations of persons, and their respective successors in title and assigns; and
- 1.2.3 a word of any gender includes the corresponding words of any other gender.

**2. PURPOSE**

- 2.1. In the course of operating the Platform and providing the Services, BigFundr will obtain Personal Data about you. This Privacy Policy informs you of how BigFundr processes, manages and safeguards such Personal Data. For avoidance of doubt, this Privacy Policy does not apply to anonymised data, or information which cannot be used to identify any individual person.
- 2.2. This Privacy Policy supplements but does not supersede nor replace any consent that you may have otherwise provided to BigFundr in respect of your Personal Data. Your consents herein are additional to any rights which BigFundr may have at law to collect, use or disclose your Personal Data.
- 2.3. In case of conflict between any terms in this Privacy Policy and the Platform Documents, the Platform Documents shall prevail.

**3. PERSONAL DATA COLLECTED**

- 3.1. We collect Personal Data that you voluntarily submit to us or which is obtained directly from you, including through the Platform Documents, telephone calls, face-to-face meetings, or other forms of correspondence. You may be asked at any time during the engagement of the Services and/or use of the Platform to provide Personal Data for the purposes in this Privacy Policy. By providing the same, you consent to for us to process such Personal Data. If you refuse to share your Personal Data, it may adversely affect BigFundr’s provision of Services to you.
- 3.2. You warrant that all information submitted to BigFundr, whether via the Platform or otherwise, is true, accurate, reliable, valid, complete and is not misleading nor violate any Applicable Law, by omission or otherwise. In the event of any change to the information provided to BigFundr, you must inform BigFundr immediately.
- 3.3. Our collection of Personal Data is made pursuant to legal obligations and legitimate interests of BigFundr for the purposes of complying with Applicable Law, in particular relating to money laundering and fraud prevention. As such, if need be, BigFundr may request other

documents for verification of identity or sources of funds.

- 3.4. We may also, where required or necessary, collect your Personal Data from credit agencies, law enforcement agencies, or other agencies and sources including third-party websites or social media services in accordance with the relevant authorisation procedures.

#### **4. COOKIES**

- 4.1. When you visit the Platform, BigFundr and/or third-party service providers engaged by BigFundr may place tiny data files called cookies, flash cookies, pixel tags or other tracking tools ("**Cookies**") on your computer or other devices used to visit the Platform. These Cookies are used to collect standard Internet log information and visitor behaviour information, and may also collect certain Personal Data. The information is used to track visitor use of the Platform and to compile statistical reports on Platform activity.
- 4.2. BigFundr collects Cookies to help customise, personalise and improve our Services and content on the Platform, to collect information about your computer or other access devices to ensure that Account security has not been compromised by detecting irregular or suspicious activities, and to ensure compliance with any Applicable Laws.
- 4.3. By accessing the Platform, you agree to the placing of Cookies on your computer or other devices. You can set your browser and/or mobile device to be notified of Cookies or to disable Cookies if you do not wish to have your information collected via Cookies. You have the choice, at any time, not to provide your Personal Data to us, however, doing so may result in BigFundr being unable to provide our Services to you, or affect your use of the Platform and/or the Services.

#### **5. PROCESSING OF PERSONAL DATA**

- 5.1. Your Personal Data is processed only for specific purposes, and the processing is limited to what is necessary in relation to these purposes. We may process your Personal Data for the following purposes, whether within or outside Singapore:
  - 5.1.1. to on-board you as a User, including the verification of your Personal Data, and to assess and process your application for setting up an Account and suitability for the Services (including credit/financial worthiness and profiling);
  - 5.1.2. to manage and maintain your Account and to provide the Services to you or for carrying out BigFundr's obligations and duties under the Platform Documents, including facilitating any transactions on the Platform;
  - 5.1.3. to communicate with you including responding to your requests, enquiries and/or complaints, and resolving disputes;
  - 5.1.4. to perform assessments and analysis for purposes of improving BigFundr's Services and customer experience;
  - 5.1.5. for strategic alliances, cross selling, marketing, and promotions;
  - 5.1.6. to meet BigFundr's legal, regulatory and contractual obligations under Applicable Law, such as anti-money laundering, counter-terrorist financing, anti-tax evasion and prevention of fraud regulations, automatic exchange of information, including disclosures to financial service/anti-money laundering regulators, tax authorities, and other Governmental Authorities for purposes of investigation, detection of crime, prosecution and compliance with sanctions;
  - 5.1.7. for BigFundr's prudential and operational management (including risk management, audit, compliance, outsourcing of services, business and financial decision-making);

- 5.1.8. to collect any debt due or owing and to enforce your obligations to BigFundr;
  - 5.1.9. to ensure or enhance network and information security;
  - 5.1.10. to transfer or assign our rights and duties under the Agreed Conditions; and/or
  - 5.1.11. for any other purpose which BigFundr may notify you of from time to time.
- 5.2. BigFundr will not use your Personal Data for purposes other than those purposes BigFundr has disclosed to you, without your permission.

**6. DISCLOSURE OF PERSONAL DATA**

- 6.1. BigFundr takes care to protect and safeguard your Personal Data. However, at times, your Personal Data will have to be accessed by, or shared with, third parties who have a legitimate purpose for accessing it.
- 6.2. BigFundr will only share Personal Data:
- 6.2.1. with its representatives and entities within its group of companies ("**Group**") to provide the Services or perform its obligations in connection with the provision of the Services, or for the management and administration of internal policies and procedures within the Group;
  - 6.2.2. with third-party identity verification services in order to prevent fraud;
  - 6.2.3. with service providers under contract who help with BigFundr's business operations including bill collection, marketing, technology services, insurers or insurance brokers, and credit reporting, reference and rating agencies;
  - 6.2.4. with financial institutions with which BigFundr partners to process transactions that you have authorised;
  - 6.2.5. with any guarantor or security provider for the products and/or Services we provide;
  - 6.2.6. for market research and statistical analysis and surveys with the aim of improving the Platform and/or our Services;
  - 6.2.7. with Governmental Agencies or other third-parties when BigFundr is compelled to do so by Applicable Law, or when BigFundr believes in good faith that the disclosure of Personal Data is necessary to prevent physical or financial loss, to report suspected illegal activity, or to investigate violations of any terms of the Agreed Conditions;
  - 6.2.8. with any person connected to the exercise, enforcement or preservation of BigFundr's legal and contractual rights;
  - 6.2.9. with any actual or potential assignee or transferee of our rights and/or obligations under any transaction between us and you; and/or
  - 6.2.10. with any party authorised and consented to by you.
- 6.3. For the avoidance of doubt, any unsolicited information or materials sent to BigFundr whether via the Platform or other communication channels, regardless of whether BigFundr is the intended recipient, will not be considered confidential or proprietary.

## **7. RIGHTS IN RELATION TO PERSONAL DATA**

### **7.1. Rights of access, correction and deletion**

- 7.1.1. You are entitled to review, correct, amend or delete any part of your Personal Data provided to BigFundr which is inaccurate, incomplete, misleading or not up-to-date. You may do this at any time by logging into your Account on the Platform or contacting us via the email provided in Clause 13 for data that is not available for change on the Platform, and we will correct or update the data as soon as practicable.
- 7.1.2. You have a right to request for a copy of your Personal Data provided to BigFundr. This information will be provided without undue delay subject to a reasonable fee (as permitted by Applicable Law), unless such provision adversely affects the rights and freedoms of others.
- 7.1.3. When handling data access, correction, restriction, deletion, or portability requests, BigFundr shall be entitled to check the identity of the requesting party to ensure that he is the person entitled to make such request.

### **7.2. Right to restrict, object, or withdraw consent**

- 7.2.1. You have the right to restrict, object to, or withdraw your consent for, the processing of your Personal Data by BigFundr at any time by writing to us.
- 7.2.2. Any such restrictions, objections or withdrawal will not affect the lawfulness of BigFundr's processing of your Personal Data based on consent obtained before the restriction, objection or withdrawal. This shall also not affect the lawfulness of BigFundr's continued processing of your Personal Data if it is necessary and/or permitted under Applicable Law.
- 7.2.3. Upon receipt of such a request, BigFundr shall take reasonable and practicable steps to ensure that your Personal Data is accurate, is held with regard to the purposes for which it is to be used, and is not kept longer than as it is necessary for the purposes described in this Privacy Policy and BigFundr's own requirements under Applicable Law. Depending on the nature of your request, BigFundr reserves the right to take necessary actions, including to cease or limit the provision of Services and/or access to the Platform to you, and to terminate any agreements you may have with us. BigFundr's legal rights and remedies are expressly reserved in such event.

### **7.3. Right to erasure**

- 7.3.1. You have the right to request erasure of your Personal Data subject to limitations by Applicable Laws relevant to data protection.
- 7.3.2. For the avoidance of doubt, you shall not have such right to request erasure if the deletion of such data may result in loss of data integrity and auditable records, and therefore be necessary for BigFundr to comply with Applicable Law or for the establishment, exercise or defence of legal claims. You expressly acknowledge and agree to the non-erasure of your Personal Data in such circumstances.
- 7.3.3. Upon receipt of such a request, BigFundr shall insofar as the data is stored in electronic form, take steps to ensure that it is securely deleted, erased or destroyed. BigFundr shall require a reasonable amount of time to process and effect any erasure of data. Depending on the nature of your request, BigFundr reserves the right to take necessary actions, including to cease or limit the provision of Services and/or access to the Platform to you, and to terminate any agreements you may have with us. BigFundr's legal rights and remedies are expressly reserved in such

event. However, BigFundr can continue to process your Personal Data if it is necessary and/or permitted under Applicable Law.

- 7.3.4. Where you have requested that we remove or cease the usage of your Personal Data that we have made public and there are valid grounds for such removal or cessation, we will take commercially practicable steps to inform others that are displaying your Personal Data or providing links to the Personal Data to remove the same.

#### 7.4. Right to data portability

You may elect to receive copies of your Personal Data in a structured, commonly used and machine-readable format, and to have BigFundr transfer your Personal Data directly to another party, where technically feasible, unless exercise of this right adversely affects the rights and freedoms of others (e.g. where providing the Personal Data we hold about you would reveal information about another person). We are not responsible for the security of the Personal Data or the processing of the same once received by a third-party.

#### 7.5. Right to lodge a complaint

- 7.5.1. If you believe that your rights have been infringed in any way, we encourage you to first contact BigFundr via the email in Clause 13 so that we can try to resolve the issue or dispute amicably.

- 7.5.2. Subject to Clauses 8.2 and 8.3 below, you can also complain about BigFundr's processing of your Personal Data to the relevant Governmental Agency.

#### 7.6. Closure of Account

Upon termination, suspension or dormancy of your Account, BigFundr will keep your Personal Data in our database as long as necessary in order to comply with Applicable Law and to protect the integrity of BigFundr's system and records in the event a dispute arises. It will be protected from unnecessary processing and will be held only for the purpose of being able to provide information or access to relevant authorities or in the event of a dispute. Any data that is necessary for the integrity of BigFundr's system will not be deleted.

### **8. COMPLAINTS UNDER THE EUROPEAN GENERAL DATA PROTECTION REGULATIONS AS APPLICABLE TO PERSONAL DATA OF EU PERSONS**

- 8.1. As BigFundr serves clients globally, we may collect Personal Data from individuals and institutions located within the European Economic Area ("**EEA**"), and BigFundr is responsible for ensuring that it uses such Personal Data in accordance with the General Data Protection Regulation ("**GDPR**").

- 8.2. Where the GDPR applies to you, by accessing the Platform and/or the Services, or sending us any Personal Data, you hereby acknowledge and agree not to make any complaint to any Governmental Agency unless you have first brought the complaint to BigFundr's attention and followed the process in Clause 8.3 below.

- 8.3. For any issues which you may have with BigFundr with regard to your Personal Data, you agree to the following process:

- 8.3.1. You shall inform BigFundr of your issue or complaint in writing via the email given at the end of this Privacy Policy or on the Platform. Your email shall set out in sufficient clarity and detail your issue or complaint.

- 8.3.2. BigFundr shall use reasonable endeavours to work with you to resolve the issues or complaints raised in your email within ninety (90) days. You agree to co-operate fully with BigFundr, which shall include providing BigFundr with any requested

information or documents in a timely manner.

- 8.3.3. If parties fail to resolve the said issues or complaints within ninety (90) days, you shall then have the right to settle any disputes in accordance with the Platform Agreement.

## **9. INTERNATIONAL TRANSFERS OF PERSONAL DATA**

Personal Data shall not be transferred to a foreign territory outside Singapore unless that jurisdiction ensures an adequate standard of protection of Personal Data comparable to the protection offered by either the PDPA or the GDPR, or appropriate safeguards are in place via contractual clauses between BigFundr and any controller, processor or the recipient of the Personal Data in that foreign territory.

## **10. SECURITY**

- 10.1. BigFundr has implemented technical and organisational security measures to ensure the confidentiality, integrity and accountability of all Personal Data collected and to protect it from unauthorised access and disclosure, loss, misuse, alteration or destruction. However, we cannot guarantee the security of any Personal Data collected from or about you.
- 10.2. Where your consent has been obtained, or where BigFundr is obliged to pass on Personal Data to third-parties to provide you with a requested service or in the carrying out of our obligations under Applicable Law, BigFundr will request that the same levels of technical and organisational security measures be applied, where possible. However, BigFundr is not responsible for any security breach on the part of such third-party service providers.
- 10.3. In the event of a security breach or the failure of the measures of protection of such Personal Data in our systems or that of any engaged third-party service providers, BigFundr will notify you in accordance with this Privacy Policy.
- 10.4. You acknowledge that you play a vital role in protecting your own Personal Data. When registering with and using the Platform, it is important to choose a password of sufficient length and complexity, and you should not reveal the password to third-parties. BigFundr cannot guarantee or warrant the security or confidentiality of information you transmit to us or received from us by internet or wireless connection (including email, phone, or SMS). If you have reason to believe that your Personal Data is no longer secure or that there is unauthorised access or use of your Account, you should notify BigFundr immediately.
- 10.5. You are responsible for your own security when dealing with third-parties, including third-parties who may make themselves out to be BigFundr or related to BigFundr. If you discover any fraud, phishing, or scam which impersonates BigFundr, you should email BigFundr immediately via the email in Clause 13 below.

## **11. MARKETING**

- 11.1. BigFundr shall ask for your consent for the use of your Personal Data to be processed for direct marketing.
- 11.2. With such consent, BigFundr may send information from time to time to you including promotions for BigFundr's products or Services, events that BigFundr is hosting or participating in, or product updates and features. This may include contacting you via telephone, regardless of whether you are on the Do Not Call registry (for Singapore).
- 11.3. You have the right at any time to revoke and object to such use of your Personal Data for the use of direct marketing by contacting BigFundr via the email stated below.

## **12. CHANGES TO THIS PRIVACY POLICY**

- 12.1. This Privacy Policy may be supplemented, varied or amended from time to time at BigFundr's discretion by publishing the revised Privacy Policy on the Platform and/or by notifying you via the agreed communication channels. Such revised Privacy Policy shall be effective immediately and shall apply and bind parties from the date of its publication on the Platform. You should therefore carefully read the Privacy Policy each time you visit the Platform so that you are apprised of such changes.
- 12.2. If you do not agree to any terms of the revised Privacy Policy, you should not continue to visit, access, or use the Platform, or any Services. For the avoidance of doubt, your continued use of the Platform and/or Services shall be deemed to be your unconditional acceptance and acknowledgment of, and consent to be bound by, the prevailing terms of this Privacy Policy.

## **13. CONTACTING BIGFUNDR**

If you have any questions or complaints about or relating to the Personal Data collected by BigFundr or wishes to contact BigFundr under the terms of this Privacy Policy, you may contact us using the "Contact Us" details on the Platform or at the following email address: < [customerservice@bigfundr.com](mailto:customerservice@bigfundr.com) >.

## **14. CONSENT AND ACKNOWLEDGEMENT**

- 14.1. By visiting, accessing or using the Platform or any Services, you warrant and represent that you have the legal capacity to consent to, and agree to be bound by, this Privacy Policy in its entirety, and that any information or documents provided by you shall be true and accurate to the best of your knowledge.
- 14.2. By providing us with your Personal Data, you hereby consent to the processing of your Personal Data in accordance with this Privacy Policy. You warrant and represent that you have the right or have otherwise obtained the necessary authorisation to provide the information provided to us. You acknowledge that it is an offence under Singapore law to request access to or change another person's information without being authorised by that person.