

TUTORBUDDY PRIVACY POLICY

This privacy policy relates to how Personal Data (as defined below) may be collected, used, disclosed and processed by Tutorbuddy Pte. Ltd., a company registered in the Republic of Singapore under the Unique Entity Number 202031675K (“**Tutorbuddy**”).

By providing Personal Data to Tutorbuddy, accessing its website or using the Tutorbuddy client portal (“**Portal**”) accessible at www.tutorbuddy.sg, you are deemed to have notice of, and accept, the terms of this Privacy Policy.

For the purposes of this Privacy Policy, “**Personal Data**” shall carry the definition assigned to it under the Protection Data Protection Act 2012 (No. 26 of 2012) (as amended or re-enacted from time to time), and refers to data to which Tutorbuddy has or is likely to have access to.

Capitalised terms defined in the Terms & Conditions have, unless expressly defined in this Privacy Policy, the same meaning in this Privacy Policy, and unless the contrary intention appears.

1. Types of Information Collected

Tutorbuddy collects Personal Data so that we can provide an experience that is responsive and customized to the needs of the Student. The examples of Personal Data we collect include, but is not limited to:

- (a) personal information about you, which may include name, identification particulars, contact details, and payment details;
- (b) personal information about the Student, which may include name, identification particulars, contact details, preferences, health information, family background, educational information, still images, audio and video recordings recorded in the course of any lesson, programme or lesson conducted by Tutorbuddy, of which the Student is a participant of;
- (c) information and data generated in the course of any continual relationship with TutorBuddy, including, instructions given by you to arrange lesson enrolments, schedule, reschedule, transfers, replacements, cancellations, withdrawals, and/or other information and records you choose to provide through various modes of communication including e-mail, telephone, text messages and activity on the Portal; and
- (d) information from cookies, other technologies deployed for the analysis of website usage or other information technologies applications used by TutorBuddy.

2. Information provided to Tutorbuddy

Where you provide Personal Data relating to you or the Student in connection with your use of the Portal and for the enrolment of the Student to the Services, you confirm, represent and warrant to Tutorbuddy that:-

- (a) you are validly acting on behalf of the Student for the collection, use or disclosure of his or her personal data;
- (b) you understand the purposes for which data will be collected, processed, used or disclosed and the other terms of this Privacy Policy; and
- (c) you consent to the collection, processing, use and disclosure of such Personal Data by the Company.

3. Purpose for which information is Collected, Used and Disclosed

Without prejudice to the foregoing, Tutorbuddy may collect, use or disclose Personal Data for any of its business purposes, which include, and is not limited to, the following purposes:

- (a) to process registrations for the Services, provide, facilitate and administer the Services as well as any other ancillary business function required to ensure that the Services are adequately performed, including but not limited to providing the Student with educational materials and training of Tutorbuddy's teachers;
- (b) to verify the identity of you and the Student;
- (c) to enable you to log into the Portal;
- (d) to provide any business support function, including the provision of administrative support, technical assistance and customer care;
- (e) to maintain accurate client information and enable customized experiences that meet preferences and needs of Tutorbuddy's clients;
- (f) to manage TutorBuddy's relationship with you, which may include providing information on TutorBuddy's products and services, where specifically consented to or where permitted under applicable laws and regulations;
- (g) sending you marketing information about our products and services and notifying you of our marketing events, initiatives and promotions;
- (h) for use in promotional and marketing materials distributed by TutorBuddy whether online and/or offline, including but not limited to posts on social media, print or electronic copies of newsletters and brochures, promotional video and print advertisements;
- (i) to facilitate product development and service refinements via customer feedback, data analysis and market research;

- (j) to perform internal management, to operate management information systems, to carry internal and external audits;
- (k) to enforce or defend the rights of Tutorbuddy, its employees, officers and directors;
- (l) in connection with any sale, merger, acquisition or similar change to Tutorbuddy's business;
- (m) to detect, prevent and investigate fraud, crime or other illegal activities;
- (n) to comply with any applicable laws, regulations, codes of practice, guidelines, or rules to assist in law enforcement and investigations conducted by and government and/or regulatory authority; and
- (o) any other incidental business purposes related to or in connection with the above.

You consent to receiving communication (through any medium whatsoever) from Tutorbuddy, which may include marketing materials such as newsletters, updates and promotions about our Services and may opt out of receiving such communication through the Portal.

4. Disclosure of Data

Tutorbuddy may from time to time also disclose Personal Data to Tutorbuddy's shareholders, directors, officers and employees and the following parties (whether inside or outside of Singapore) for the purposes listed above:

- (a) any agent, contractor, adviser or third-party services provider which provides operation, administrative or other services to Tutorbuddy in connection with the Services;
 - (b) any actual or proposed assignee of Tutorbuddy or transferee of Tutorbuddy's rights in respect of all or any part of the assets or business of Tutorbuddy;
 - (c) meeting or complying with Tutorbuddy's internal policies and procedures and any applicable rules, laws, regulations, codes of practice or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) (including but not limited to disclosures to regulatory bodies, conducting audit checks or any investigations); and
 - (d) any relevant regulators, statutory boards or authorities, or law enforcement agencies as required by any laws, rules, guidelines and regulations or schemes,
- (collectively, the "**Third Parties**").

Tutorbuddy shall not be liable for the manner or care in which the Third Parties maintain, protect or utilize your Personal Data.

5. Retention and Storage of Personal Data

Tutorbuddy may retain Personal Data for so long as one or more of the purposes for which it was collected remains valid, where required by regulation or law (national or international), or as required by its own record retention policies or own business purposes.

Tutorbuddy will use all reasonable endeavours to secure the Personal Data and prevent it from abuse, misuse, interference, loss and against unauthorized access, alteration or disclosure. Whilst we have used our best efforts to ensure the security of such data, please be aware that we cannot guarantee its absolute security.

In the event of a data breach that (i) is, or is likely to be of a significant scale (ii) or results in, or is likely to result in, significant harm to you (as assessed by Tutorbuddy), we shall notify you of such a breach unless we are prevented by law from doing so or we are permitted by law from not doing so.

6. Right to Access and Portability

You have the right to request a copy of Personal Data held by us and to request for the correction of any inaccurate Personal Data. A request can be submitted to our Data Protection Officer in written by mail or e-mail (details in 'Contact Us')

Please note that we may be prevented by law from complying with any request that you may make. We may also decline any request that you may make if we are permitted by law from doing so.

Tutorbuddy reserves the right to charge an administrative fee for attending to any of the above requests. If a fee is to be charged, we will inform you of the amount beforehand and respond to your request after payment is received.

Your control over your Personal Data extends to your right to make a porting request for your Personal Data to be transmitted to another entity. Please note that we may be prevented by law from complying with such a request or from transmitting certain types of Personal Data.

7. Consent

You may submit a request to withdraw your consent at any time by contacting us in writing, via mail or email.

Please note, in many circumstances, we need to use your Personal Data in order for us to provide you with products and services which you require or have requested. If you do not provide us with the required Personal Data, or if you do not accept this Policy (or any amendments thereto or withdraw your consent to our use and/or disclosure of your personal data for these purposes, it may not be possible for us to continue to serve you with the products and services that you require or have requested.

Tutorbuddy must be promptly informed upon your withdrawal of consent to the collection, processing, use and/or disclosure by Tutorbuddy of any Personal Data provided to Tutorbuddy. The withdrawal of such consent may affect the services which Tutorbuddy is

able to provide to you.

You shall ensure at all times that any information provided (including any Personal Data) to Tutorbuddy is correct, accurate and complete, and agree that any consent given in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of the relevant individual and the termination or expiration of the Student's enrolment in the Services.

8. Acknowledgments and Disclaimers

You acknowledge that your Personal Data is transmitted to us at your own risk. Please contact us immediately if you become aware or have reason to believe there has been any unauthorised use of your Personal Data.

Tutorbuddy's website and the Portal may contain links to other websites which are not maintained by Tutorbuddy. Similarly, other websites may contain links to Tutorbuddy's website and the Portal. Tutorbuddy has no control over such external websites, and you acknowledge and agree that Tutorbuddy is not responsible for the privacy policies or contents of these external websites.

To the maximum extent permitted by law, we shall not be liable in any event for any special, exemplary, punitive, indirect, incidental or consequential damages of any kind or for any loss of reputation or goodwill, whether based in contract, tort (including negligence), equity, strict liability, statute or otherwise, suffered as a result of unauthorised or unintended use, access or disclosure of your personal data.

9. Updates for Privacy Policy

Tutorbuddy reserves the right to amend and update the terms of this Privacy Policy at any time by posting an updated text on this page. Any such amendment or update will be made available on Tutorbuddy's website and will be effective immediately upon such posting. We are under no obligation to separately inform you of any such revision. The use of continued use of any services of Tutorbuddy and/or your continued access of Tutorbuddy's website and the Portal shall be deemed as your unconditional agreement and consent to be bound by the revised Privacy Policy. All communications, transactions and dealings with Tutorbuddy will be subject to the latest version of this policy in force at the relevant time.

10. Governing Law

This Privacy Policy shall be governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Courts of Singapore in any dispute relating to this Privacy Policy.

11. Contact Us

If you have any comments, questions or complaints about our privacy policy, please contact us through our Data Protection Officer.

Attn: Benjamin Ting Han
Tutorbuddy Pte. Ltd.

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Singapore 051531

Tel: 80280438

Email: tutorbuddysg@gmail.com