

Pekoe Privacy Policy

1. Introduction

- 1.1** Pekoe is committed to protecting your privacy and the security of your Personal Data. This Privacy Policy sets out the ways in which Pekoe collects, uses, discloses, processes, and protects your Personal Data (defined below) in the course of your use of our websites and services, including our 'TeaAI' software-as-a-service application (collectively, the "**Services**").
- 1.2** Access to and use of the Services is conditional upon acceptance of Pekoe's Terms of Service accessible through the 'TeaAI' software-as-a-service application ("**Terms of Service**"), into which this Privacy Policy is incorporated by reference and which this Privacy Policy is an integral part of. By accessing and/or using the Services, you acknowledge you have read Pekoe's Terms of Service including this Privacy Policy, and that you expressly agree to the Terms of Service and expressly consent to Pekoe's collection, use, disclosure, and processing of your Personal Data in accordance with this Privacy Policy. If you do not agree to the Terms of Service and/or do not consent to such collection, use, disclosure and processing of your Personal Data, please do not access or use the Services.
- 1.3** Pekoe may collect Personal Data about you online through the Services or through other means of communication. By providing Personal Data to Pekoe, you consent (or if you are providing Personal Data of another person, you represent that you have the requisite authorisation and consent on that person's behalf) to Pekoe collecting that Personal Data and using, disclosing and processing it in accordance with this Privacy Policy or as permitted or required by law. If you do not consent to such collection, use, disclosure or processing, please do not provide the Personal Data.
- 1.4** We reserve the right to amend this Privacy Policy at any time in accordance with the relevant laws and regulations.

2. Personal Data Collection and Use

- 2.1** "**Personal Data**" refers to any 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 Pekoe has or is likely to have access, including data in our records as may be updated from time to time. The Personal Data we process about you may include the following:
- 2.1.1** registration and contact information such as names, email addresses, mobile numbers, residential mailing addresses, NRIC, passport, or other identification numbers;
 - 2.1.2** payment and financial information such as credit or debit card details, bank account details;
 - 2.1.3** geolocation data;
 - 2.1.4** unique digital identifiers such as device identifier, browser type and settings, device type and settings, Internet Protocol (IP) address; and
 - 2.1.5** any other information relating to any individuals disclosed by you in the course of using our Services.
- 2.2** Generally, we collect Personal Data from you in the following situations:
- 2.2.1** when you register for, use, and/or subscribe to our Services;
 - 2.2.2** if you contact us, for example, via website or with a query or to report a problem;

- 2.2.3 when you interact with us offline or through a third party; or
 - 2.2.4 when you submit your Personal Data to us for any other reason.
- 2.3 You are under no obligation to provide Personal Data to us. However, if you choose to withhold the Personal Data or to withdraw consent for us to process it, we may be unable to provide certain aspects of our Services to you.
- 2.4 You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide certain aspects of our Services to you.
- 2.5 Pekoe only collects and uses Personal Data about you that we consider reasonably necessary for achieving the purposes for which such Personal Data was collected. We do not knowingly collect or use Personal Data from children under 16 years of age.
- 2.6 If you have requested for any services which can only be fulfilled upon the collection, use, disclosure or processing of your Personal Data, you will be deemed to have consented to such collection, use, disclosure or processing.
- 2.7 We may collect, use, disclose or process your Personal Data without your consent under circumstances which are permitted by applicable laws.

3. Purposes of Processing

- 3.1 We may process Personal Data about you for the following purposes or any other purposes that we notify you of at the time of or prior to obtaining your consent:
 - 3.1.1 to operate, deliver, provide and maintain our Services to you;
 - 3.1.2 to verify your identity and update our records;
 - 3.1.3 to develop and improve our Services and features and to develop new products and services;
 - 3.1.4 to facilitate, process, or arrange payment;
 - 3.1.5 to respond to your queries;
 - 3.1.6 to detect or monitor any frauds or other prohibited activities;
 - 3.1.7 to contact you to update you on our Services (e.g. new features); or
 - 3.1.8 any other purpose reasonably related to the aforesaid.

4. Sharing with and Disclosure to Third Parties

- 4.1 We may share your Personal Data with and/or transfer your Personal Data to our third-party service providers, agents and/or our affiliates or related corporations, and/or other third parties, which may be located inside or outside of your jurisdiction, for one or more of the abovementioned purposes.
- 4.2 Third parties to whom we may disclose your Personal Data include, without limitation:
 - 4.2.1 our subsidiaries, affiliates and related corporations;
 - 4.2.2 contractors, agents, service providers and other third parties who assist us in performing certain aspects of our Services, such as Cloud Providers providing Cloud Provider Services (as defined in our Terms of Service), receiving and sending communications, updating marketing lists, analysing data, providing support services

or in other tasks. Such service providers will only have access to your Personal Data to the extent necessary to perform their functions;

- 4.2.3 courts, tribunals, enforcement agencies, governmental or regulatory authorities having jurisdiction over Pekoe;
- 4.2.4 any third party claimants or potential third party claimants;
- 4.2.5 our potential partners, investors and other parties with a view to a potential business partnership, collaboration, joint venture or otherwise in furtherance of our business. Where possible, we may bind such parties to a confidentiality agreement; and
- 4.2.6 if required to do so by law or if we believe that such action is necessary to prevent fraud or crime or to protect our Services or the rights, property or personal safety of any person.

4.3 We will take all reasonable efforts to ensure that no unnecessary disclosure of Personal Data to third parties takes place.

4.4 Though Pekoe strongly encourages all third parties we work with to comply with personal data protection requirements under applicable laws, we cannot be responsible for and hereby exclude all liability for any third party's non-compliance with such laws.

4.5 Our Services may, from time to time, contain links to and from the websites of third parties, or enable you to view, manage, connect to, and/or integrate your software with third-party websites, software, services and/or materials ("**Third Party Content**"). If you access or use such Third Party Content, please note that these third parties have their own privacy policies and that Pekoe does not accept any responsibility or liability for these policies, or any acts or omissions of such third parties. Please check these policies before you submit any information to these third parties.

5. **Cross-border Transfer of Personal Data**

5.1 By using our Services, you authorise us to use your Personal Data in Singapore and other countries where Pekoe operates for the purposes mentioned above. In the event of any cross-border transfers of your Personal Data, we will ensure that your Personal Data is transferred in accordance with this Privacy Policy and in accordance with applicable laws on personal data protection (including, but not limited to, the Personal Data Protection Act 2012 of Singapore).

6. **Security**

6.1 Pekoe puts in place reasonable security arrangements to protect your privacy and Personal Data in our possession or control in such manner and to such extent as we deem reasonably appropriate to prevent unauthorised access, collection, use, disclosure, processing, copying, modification, disposal or similar risks. However, there is no such thing as "perfect security" and Pekoe does not guarantee in any way, and you should not expect, that your Personal Data or private communications will always remain private and/or safe from any unauthorised access or misuse by third parties.

6.2 Our employees are bound by strict confidentiality obligations, and are required, as a condition of their employment, to treat Personal Data held by Pekoe as confidential, and to maintain the confidentiality of that Personal Data.

6.3 Pekoe does not represent or warrant that there will not be, and hereby disclaims any responsibility or liability directly or indirectly arising out of or in connection with, any loss, theft,

or unauthorised access, collection, use, disclosure, processing, copying, modification, disposal or similar actions with regard to any data in Pekoe's possession or control.

7. Accessing and updating your Personal Data

- 7.1 You may request to access, correct, or update the Personal Data we hold about you, to understand how we have used your Personal Data, or to withdraw or otherwise limit your consent previously provided to us, by contacting us as set out at Section 9 below. However, if you remove any Personal Data which is necessary for Pekoe to provide you with the Services, our provision of the Services to you may become impossible, impeded or deficient.
- 7.2 You should ensure that all Personal Data submitted to us by you about yourself and/or any other person is up-to-date, and to update us of any changes to this Personal Data as and when it becomes inaccurate, misleading, incomplete or out-of-date.
- 7.3 Please allow us a reasonable time to respond to any request and effect any change. We may ask to verify your identity and for more information about your request. Where we are legally permitted to do so, we may refuse your request and may give you reasons for doing so.
- 7.4 Where you have requested a copy of the Personal Data we hold about you, we may charge a reasonable administrative fee to cover the costs of responding to your request.

8. Cookies or Other Information

- 8.1 When you use our Services, we may also collect information that may not be Personal Data, which may include "cookie" information.
- 8.2 More information about "cookies":
 - 8.2.1 We collect "cookie" information through "cookies", which are data files we transfer to your browser or device that allow us to recognise your browser or device and tell us how and when pages and features in our Services are visited and by how many people. Cookies help us to improve our services, to speed up your usage of the Services, and to recognise you when you reuse our Services. You may be able to change the preferences on your browser or device to prevent or limit your browser's or device's acceptance of cookies, but this may prevent you from taking advantage of some of our Services;
 - 8.2.2 Through cookies we place on your browser or device, we may collect information about your online activity after you leave our Services. Just like any other usage information we collect, this information allows us to improve the Services and customise your online experience, and otherwise as described in this Privacy Policy. Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services (including behavioural advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites. If you opt not to be tracked and we receive such a signal, we will not collect such further information from you; and
 - 8.2.3 If you click on a link to a third-party website or service, a third party may also transmit cookies to you. This Privacy Policy does not cover the use of cookies by any third parties, and we are not responsible for their privacy policies and practices. Please be aware that cookies placed by third parties may continue to track your activities online even after you have left our Services, and those third parties may not honour "Do Not Track" requests you have set using your browser or device.

9. Changes to this Privacy Policy

- 9.1** We reserve the right to make changes to this Privacy Policy at any time and all changes will be notified to you when you access the Services and/or by email or via TeaAI Software. Please ensure that you read and accept all such amendments, and do not access or use the Services if you do not agree to any amendment.

10. Contact us

- 10.1** If you have any questions about our Privacy Policy, we welcome you to contact our Data Protection Officer by sending an email to support@teaai.ai.