

## **ONEPIP (HONG KONG) LIMITED** **PRIVACY POLICY**

*Last updated on 20<sup>th</sup> September 2018*

In this privacy policy (this “Policy”), “we”, “us”, “our” or “ONEPIP” means ONEPIP (Hong Kong) Limited and its employees, directors, officers, agents, affiliates and/or related corporations, and “you”, “your” or “yours” means any individual or corporation that engages ONEPIP’s services or persons to whom this Policy applies.

We view the security of your personal data with importance. This Policy seeks to explain how we may collect, use, disclose and/or process such personal data.

This Policy forms part of our General Terms & Conditions and would have to be read together with our General Terms & Conditions.

### **1. WHAT IS PERSONAL DATA**

- 1.1. In this Policy, “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 we are likely to have access, including such data in our records as may be updated from time to time.
- 1.2. Examples of such personal data include an individual’s full name, signature, location, date of birth, nationality, identity card details, passport details, telephone or contact number, residential or mailing address, email address, bank account details and any other information that can be used to identify an individual.

### **2. WHAT DATA WE MAY COLLECT**

We may collect the following data:

- (a) personal data provided by you in any online or physical forms submitted to us or via face-to-face meetings, correspondence or communications with us (e.g. via telephone, fax, email, voice calls, messaging platforms);
- (b) personal data provided by you when you use any social media functions or respond to any surveys or promotional materials on our Platforms (as defined in the General Terms & Conditions);
- (c) personal data provided by you in connection with any remittance order placed with us, including the personal data of any recipient(s) to such remittance as identified by you;
- (d) personal data provided by you in connection with our obligations to comply with any applicable laws and regulations, including all applicable anti-money laundering, anti-terrorist financing and Know-Your-Client rules;
- (e) details of any transactions carried out by you on our Platforms; and/or
- (f) personal data received by us from third parties such as banks and payment service providers used by you to transfer money to us, banks and payment service providers of any recipient(s) identified by you to receive remittance payment(s), our business partners, our sub-contractors for technical, payment and delivery services, advertising agencies, search information providers and credit reference agencies.

### 3. COLLECTION AND USE OF PERSONAL DATA

We may collect and use the personal data provided by you for the following purposes:

- (a) to facilitate and/or maintain your account with us;
- (b) to facilitate our process of Client Approval Verification (as defined in the General Terms & Conditions);
- (c) to facilitate our provision of services to you;
- (d) to respond to, process and/or handle your queries, complaints, requests, feedback and/or suggestions;
- (e) to conduct market research and/or data analysis for statistical, profiling or other purposes in order to understand customer behaviour, preferences and market trends, and to review develop and improve the quality of our services;
- (f) to offer, market to and promote any products, services, offers or events provided by us which we may regard as of interest to you, in which event we may contact you via various methods including but not limited to email, telephone calls, messaging services and fax;
- (g) to enforce our rights under our General Terms & Conditions, including but not limited to the collection of any outstanding payment;
- (h) to comply with any obligations, requirements and/or arrangements for collecting, using and disclosing data applicable to us, including:
  - (i) any applicable laws and regulations existing currently and as may be amended from time to time;
  - (ii) any guidelines issued by any legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of financial service providers existing currently and in the future; or
  - (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of financial service providers that is assumed by or imposed on us by reason of our financial, commercial, business or other interests or activities related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of financial service providers;
- (i) to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with us, and any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing and/or other unlawful activities; and/or
- (j) other types of uses for personal data in connection with our business.

### 4. DISCLOSURE OF PERSONAL DATA

4.1. In connection with the purposes as set out in paragraph 3 above, we may from time to time disclose any personal data provided by you to other parties, whether in Singapore or elsewhere, including:

- 4.1.1. our related corporations, including but not limited to ONEPIP (Hong Kong) Limited;

- 4.1.2. any of our directors or shareholders;
  - 4.1.3. any counterparties and their respective banks in relation to our business;
  - 4.1.4. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or other services to us in connection with our business;
  - 4.1.5. credit reporting agencies;
  - 4.1.6. any business partner, investor, assignee or transferee (actual or prospective) to facilitate business assets transactions (which may extend to any merger, acquisition or any debt or asset sale) involving any of our related corporations;
  - 4.1.7. our professional advisers, such as our auditors and lawyers;
  - 4.1.8. any person or entity to whom we are obliged or otherwise required to make disclosure to under or pursuant to:
    - (a) any applicable laws or regulations existing currently and as may be amended from time to time;
    - (b) any guidelines issued by any legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of financial service providers existing currently and in the future; or
    - (c) any contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, self-regulatory or industry bodies or associations of financial service providers existing currently and in the future; or
  - 4.1.9. any other person or entity who has established or proposes to establish any business relationship with us.
- 4.2. In the event of any disclosure under this paragraph 4, we will ensure that any such third parties keep all such personal data confidential and secure.

## **5. WITHDRAWAL OF CONSENT**

- 5.1. You may at any time withdraw your consent provided under our General Terms & Conditions to the collection, use or disclosure of any personal data by us, provided always that you notify us in writing immediately of such withdrawal of consent. For the avoidance of doubt, where you are a corporation and in the event that any individual whose personal data you have provided to us withdraws his consent to the collection, use or disclosure of such personal data by us, you agree to notify us in writing immediately of such withdrawal of consent.
- 5.2. Upon withdrawal of consent, we shall cease to collect, use or disclose such personal data. As a result, we may be unable to continue providing remittance services to you. This may also result in the termination of any agreements you may have with us, and you being in breach of your contractual obligations or undertakings. Our legal rights and remedies in such event are expressly reserved.

## **6. ACCURACY OF, ACCESS TO AND CORRECTION OF PERSONAL DATA**

- 6.1. As we may rely on your personal data to provide services to you, you shall ensure that at all times the information provided by you to us is correct, accurate and complete. You shall update us in a timely manner of all changes to the information provided to us.

- 6.2. You may request to access, update or make corrections to your personal data that is in our possession and control. Depending on the nature of your request, we may charge an administrative fee to process your request.

## 7. RETENTION OF PERSONAL DATA

We will retain personal data provided by you for a period necessary to carry out any of the purposes outlined in paragraph 3 above, and until it is no longer necessary for any other legal or business purposes.

## 8. COMMUNICATIONS

All communications to us in respect of this Policy should be made by email transmission to [customerservice@onepip.net](mailto:customerservice@onepip.net).

## 9. LANGUAGE

If these Privacy Policies are translated into a language other than English and there is any difference or inconsistency between two, the English version shall prevail.

## 10. THIRD PARTY WEBSITES

Our Website may contain links to other websites operated by third parties. We are not responsible for the privacy practices of such third party websites that are linked to our Website. Should you visit such third party websites, you should read the privacy policies of such third party websites to determine how these third parties will handle any information they may collect from you.

## 11. UPDATES TO OUR PRIVACY POLICY

We may update this Policy from time to time to ensure that this Policy is consistent with any developments to the way we use personal data provided by you, and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of this Policy as may be updated from time to time on our Website. All communications, transactions and dealings with us shall be subject to the latest version of this Policy in force at the time.

## 12. NON-DEROGATION

This Policy does not derogate from our General Terms & Conditions. Our rights under this Policy shall be without prejudice to other rights of collection, use and disclosure available pursuant to our General Terms & Conditions or under the law, and nothing herein is to be construed as limiting any of these other rights.