



PRIVACY POLICY

ROOTS INSPIRE PTE. LTD. ("we" or "us") is committed to protecting and respecting your privacy.

1. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data (as defined in the Personal Data Protection Act 2012 ("PDPA")) (the "Data") we collect from you, or that you upload, will be used, disclosed or otherwise processed by us. Please read the following carefully to understand our views and practices regarding your Data and how we will treat it.
2. By accepting our Terms, you consent to the collection, use, disclosure and transfer of your Data in the manner and for the purposes set out below.
3. Unless otherwise provided, defined terms in this privacy policy shall have the same meaning as in our Terms.

INFORMATION WE MAY COLLECT

4. We may collect and process the following data from you:
 - (a) information that you provide by filling in forms on our Platform, including information provided at the time of registering for an account on our Platform, posting material, reporting a problem with our Platform, or requesting further services;
 - (b) documents or images that you upload onto our Platform;
 - (c) details of transactions you carry out through our Platform;
 - (d) details of your visits to our Platform and the resources that you access;
 - (e) information collected whenever you use the Platform or leave the Platform running on any device; and
 - (f) if you contact us, a record of that correspondence.

IP ADDRESSES

5. We may also collect and process information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

COOKIES

6. Our Platform uses cookies to distinguish you from other users of our Platform. This helps us to provide you with a good experience when you browse our Platform and also allows us to improve our Platform.

WHERE WE STORE YOUR DATA

7. The Data that we collect from you may be transferred to, and stored at, a destination outside Singapore. It may also be processed by staff operating outside Singapore who work for us or for any of our third party service providers. Such staff maybe engaged in, among other things, the fulfilment of your services ordered by you and the provision of support services. By submitting the Data, you agree to this



transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Data is treated securely and in accordance with this privacy policy.

8. All information you provide to us is stored on secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Platform, you are responsible for keeping this password confidential. We ask you not to share the password with anyone.
9. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Data, we cannot guarantee the security of your Data transmitted to our Platform; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

USES MADE OF THE INFORMATION

10. We may collect, use and process your Data for any or all of the following purposes (collectively, referred to as the **"Purposes"**):
 - (a) to verify your identity and conduct any verification checks as we may, at our discretion, deem necessary prior to registering your account or providing you any services;
 - (b) to ensure that content from our Platform is presented in the most effective manner for you and for your computer;
 - (c) to provide you with information, products or services that you request from us, and to otherwise carry out our obligations arising from any contracts entered into between you and us;
 - (d) to send you direct marketing and promotional communications and information on such offers and/or promotions, where you have consented to be contacted for such purposes;
 - (e) to allow you to participate in interactive features of our service, when you choose to do so;
 - (f) responding to, handling and processing queries, requests, applications, complaints and feedback from you;
 - (g) to notify you about changes to our services;
 - (h) complying with any applicable laws, regulations, codes of practice, guidelines or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - (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 business purposes related to or in connection with the above.
11. We may collect, use or process your Data for other purposes that do not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of your Data without your consent is permitted by the PDPA or by law.



DISCLOSURE OF YOUR INFORMATION

12. We may disclose your Data to other users, our Corporate Partners and potential Corporate Partners to facilitate your use of our Platform, our provision of the Services and for one or more of the above Purposes.
13. We may disclose your Data to any member of our group, which means our subsidiaries, holding company, our ultimate holding company and its subsidiaries (as such terms are defined in the Companies Act (Cap 50)) (our "**Group**") to facilitate our business operation and administration from time to time for one or more of the Purposes.
14. We may also disclose your Data to third parties:
 - (a) for one or more of the Purposes;
 - (b) for the purposes of providing Services that you request from us, fulfilling our obligations arising from any contracts entered into between you and us in connection therewith or otherwise in connection with your use of our Platform;
 - (c) in the event that we sell or buy any business or assets, in which case we may disclose your Data to the prospective seller or buyer of such business or assets;
 - (d) if we or substantially all of our shares or assets are acquired by a third party, in which case personal data held by us about our customers and / or users will be one of the transferred assets;
 - (e) if we are under a duty to disclose or share your Data, in order to comply with any legal obligation (including any direction from a governmental or regulatory body or law enforcement) or in order to enforce or apply our Terms; or
 - (f) in an emergency concerning your health and/or safety for the purposes of dealing with that emergency.

YOUR RIGHTS

15. Our Platform may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Data to these websites.

CONSENT

16. By providing your Data to us, you consent to the collection, use and disclosure of your Data by us for the Purposes.
17. Please ensure that you speak to others before providing their Data to us, and that they have consent to you doing so. Kindly inform them that our collection, use and disclosure of their Data is solely for the Purposes. By providing such information to us, you represent and warrant that the person whose Data you have provided consents to the collection, use and disclosure of their Data for the Purposes.
18. You may withdraw your consent and request us to stop using and/or disclosing your Data for any or all of the Purposes by submitting your request to our Data Protection Officer in writing. Should you withdraw your consent to the collection, use or disclosure of your Data, it may impact our ability to proceed with your transactions, agreements or interactions with us. Prior to you exercising your choice



to withdraw your consent, we will inform you of the consequences of the withdrawal of your consent. Please note that your withdrawal of consent will not prevent us from exercising our legal rights (including any remedies, or undertaking any steps as we may be entitled to at law.

ACCESS AND CORRECTION

19. The PDPA gives you the right to access your Data. Your right of access can be exercised in accordance with the PDPA. Any access request may be subject to a fee of an administrative fee at our rates then in force to meet our costs in providing you with details of the information we hold about you.
20. In the event that you wish to correct and/or update your Data in our records, you may inform us in writing of the same. In certain cases, Data may also be corrected or updated via the Platform.
21. We will respond to requests regarding access and correction as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your 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).

RETENTION OF DATA

22. We may retain your Data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. We will cease to retain your 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 purpose for which the Data was collected, and is no longer necessary for legal or business purposes.
23. Please note that there is still the possibility that your Data might be retained by other parties (e.g. other users of the Platform) through various means (e.g. photos, screen captures). We do not authorise retention of your Data for purposes unrelated to the use of the Platform and/or when such Data no longer serves the purpose for which it was collected or is no longer necessary for legal or business purposes ("**Unauthorised Uses**"). To the fullest extent permitted by applicable law, we shall not be liable for retention of your Data by other parties for Unauthorised Uses.

CHANGES TO OUR PRIVACY POLICY

24. Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by us.

CONTACT

25. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to our Data Protection Officer at hello@rootsinspire.com.



ACCEPTABLE USE POLICY

1. This Acceptable Use Policy sets out the terms between you and **ROOTS INSPIRE PTE. LTD.** ("we" or "us") under which you may access our website portal, portal.rootsinspire.com/ (the "**Platform**"). This Acceptable Use Policy applies to all users of, and visitors to, our Platform.
2. Your use of our Platform means that you accept, and agree to abide by, all the provisions in this Acceptable Use Policy, which form part of and supplement our Terms for our Platform.
3. Unless otherwise provided, defined terms in this Acceptable Use Policy shall have the same meaning as in the Terms.

PROHIBITED USES

4. You may use our Platform only for lawful purposes. You may not use our Platform:
 - (a) in any way that breaches any applicable local or international laws or regulations;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; and
 - (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing Terms as amended from time to time.
5. You also agree not to:
 - (a) reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of our Terms;
 - (b) access without authority, interfere with, damage or disrupt:
 - (i) any part of our Platform;
 - (ii) any equipment or network on which our Platform is stored;
 - (iii) any software used in the provision of our Platform; or
 - (iv) any equipment or network or software owned or used by any third party;
 - (c) distribute viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm Roots Inspire or the interests or property of others;
 - (d) bypass robot exclusion headers, interfere with the working of the Services, or impose an unreasonable or disproportionately large load on our infrastructure;
 - (e) systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;



- (f) use display mirroring or framing the Services or any individual element within the Services, Roots Inspire's name, any Roots Inspire trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without Roots Inspire's express written consent;
- (g) access, tamper with, or use non-public areas of the Services, Roots Inspire's computer systems, or the technical delivery systems of Roots Inspire's providers;
- (h) attempt to probe, scan, or test the vulnerability of any of Roots Inspire's system or network or breach any security or authentication measures;
- (i) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Roots Inspire or any of Roots Inspire's providers or any other third party (including another user) to protect the Services;
- (j) forge any TCP/IP packet header or any part of the header information in an email or news group posting, or in any way use the Services to send altered, deceptive, or false source-identifying information ("spoofing"); or
- (k) decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services (or attempting to do so).

CONTENT STANDARDS

- 6. These content standards apply to any and all material which you upload on our Platform, including for the avoidance of doubt, any reviews or comments submitted by you ("**Contributions**").
- 7. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.
- 8. Contributions must:
 - (a) comply with Singapore law, including but not limited to the PDPA, and the laws of any country from which they are posted; and
 - (b) be placed in the correct and appropriate categories.
- 9. You shall be responsible for the authenticity, truthfulness, accuracy and origin of the Contributions. You must ensure that you either have all ownership rights to the Contributions posted or all rights allowing you to post the Contributions.
- 10. Contributions must not:
 - (a) infringe any copyright, database right, trade mark or other intellectual property right of any other person;
 - (b) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (c) be threatening or abusive, invade another's privacy, or cause or be likely to cause annoyance, alarm, inconvenience or needless anxiety to any other person;



- (d) contain any content which, in our sole and absolute discretion, is likely to deceive, harass, upset, embarrass, alarm or annoy any person, or to be seditious, slanderous, libellous, treasonous, or criminal in nature;
 - (e) contain any material which is defamatory of any person, or which is obscene, offensive, hateful or inflammatory;
 - (f) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - (g) give the impression that they emanate from us, if this is not the case;
 - (h) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
 - (i) promote illegal activity, sexually explicit material, violence, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or otherwise ill-will and hostility amongst the users or general public; or
 - (j) advertise, promote or market any products or services by third parties or yourself.
11. We reserve the right to delete any of the Contributions or to request that you amend the Contributions if it is found that any of the Contributions posted by you is in contravention of this Acceptable Use Policy.
12. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same.

SUSPENSION AND TERMINATION

13. We will determine, in our sole and absolute discretion, whether there has been a breach of this Acceptable Use Policy through your use of our Platform. When a breach of this policy has occurred, we may take such action as we deem appropriate.
14. Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions:
- (a) immediate, temporary or permanent withdrawal of your right to use our Platform;
 - (b) immediate, temporary or permanent removal of any posting or material uploaded by you to our Platform;
 - (c) issuance of a warning to you;
 - (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) further legal action against you; and
 - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.



15. We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

16. We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our Platform.