

## I. Respecting Your Privacy

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We at YOLO LIF together with our subsidiaries (the “Group”) take our responsibilities under Singapore's Personal Data Protection Act 2012 (the “PDPA”) seriously. We also recognise the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data. This YOLO LIF Data Protection Policy is designed to assist you in understanding how we collect, use, disclose and/or process the personal data you have provided to us, as well as to assist you in making an informed decision before providing us with any of your personal data. This Policy applies to all individuals who hold accounts or receive Services from entities within our Group and any other individual who visit, access or use features on our website. This Policy applies to entities within the Group that is: i) offering Services, and ii) collecting, using and/or disclosing personal data. As such, obligations set out in this Policy will extend to the relevant entity within the Group that is providing the Services to you or is in control and possession of your personal data. This Policy does not supersede or replace any earlier consent(s) you may have provided to the Group, and supplements all such pre-existing consents concerning the collection, disclosure and/or use of your personal data. If you, at any time, have any queries on this policy or any other queries in relation to how we may manage, protect and/or process your personal data, please do not hesitate to contact our Data Protection Officer (the “DPO”) at: Data Protection Office YOLO LIF - Email: [YOLOLIF.BIZ@GMAIL.COM](mailto:YOLOLIF.BIZ@GMAIL.COM)

## II. Collection of Personal Data

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“Personal Data” is defined under the PDPA to mean data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which an organisation has or is likely to have access. Common examples of personal data could include names, identification numbers, contact

information, medical records, photographs and video images. Specifically, we may collect the following types of information (and to the extent that such data includes personal data, you hereby agree to the collection of the same):

1. Contact information, including name, address, telephone number and e-mail address
2. Billing information, including payment details, credit history, credit card number, bank account, NRIC, passport or other equivalent identification number and
3. Equipment information and other technical information about a person's use of our network, products, services or websites, including service and usage history.
4. We may collect personal data from you in the following ways:
  5. When completing a service application form, when making a purchase or subscribing or applying for our Services, when making an enquiry about our Services, or other information voluntarily provided to us in any way
  6. When visiting our website or other websites owned or managed by us, using technologies such as cookies
  7. During recordings of calls when telephone contact is made between you and YOLO LIF (for example, via our Customer Service hotlines) which may be recorded for training, quality control, business and/or other lawful purposes
  8. During CCTV recordings when a Person visits our Outlets and our Premises
  9. From our mobile base stations and other equipment, software or applications that may collect usage information. Such information may include location-based information, data packets (such as IP data packets) or DNS data
  10. From other entities within the Group From other sources, such as employers, credit agencies, law enforcement agencies and/or other Public Agency
  11. From other telecommunications licensees for the purposes of facilitating interconnection and inter-operability between telecommunications licensees for the provision of Services or
  12. From other service providers for the purposes of providing billing services on behalf of these service providers and/or we collect it by other lawful means.

We will collect your personal data in accordance with the PDPA. By providing personal data of any other individual to us, you hereby warrant and represent that you are authorized to disclose the other individual's personal data to us in accordance with this YOLO LIF Data Protection Policy. When providing personal data, you warrant and represent to the Group that personal data disclosed by you, whether about yourself or another individual, is accurate and complete.

### **III. Purposes for Collection, Use and Disclosure of Personal Data**

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The personal data that we collect from you may be collected, used, disclosed and/or processed for various purposes, depending on the circumstances for which we may need to process your personal data, including: Mobile services (postpaid only) include local and overseas voice calls (including international roaming and IDD services), local and international messaging, broadband services (including data roaming services) and a range of complementary and value-added services.

Depending on the Services which you subscribe to, and to the extent that the data collected under Section II above includes your personal data, you hereby agree that such personal data may be collected, used and/or disclosed for the following purposes (collectively, "Purposes"):

1. To verify your identity, and to process orders and applications for Services
2. To provide the Services and to facilitate interconnection and inter-operability between service providers including telecommunications licensees in providing the Services
3. To respond and deal with enquiries or complaints and for other customer-care activities
4. To generate bills, facilitate the payment of bills, manage accounts and for debt-recovery functions
5. To carry out credit checks and for the evaluation of creditworthiness
6. To manage, develop and improve our business and operations to serve you better, which may include the aggregation of such data (including location-based data) from numerous customers and analysis of the same
7. To provide delivery and directory assistance services
8. To provide complementary or value added services
9. To administer customer loyalty benefits, reward benefits, contests and lucky draws
10. For marketing and advertising purposes, such as the provision of offers or exclusive offers to targeted individuals
11. To carry out market research and customer surveys
12. To conduct investigations or take action in relation to bad debts, crime and fraud prevention, detection or prosecution, risk management, or to prevent you or the Group from harm, illegal or unlawful activities

13. To conduct investigations or take action in relation to any violation of any of our terms and conditions for Services, including our General Terms and Conditions, or our Acceptable Use Policies
14. To third parties who perform Services on our behalf, but only to the extent necessary for the Services to be performed
15. To protect and maintain the personal data, and to have access to it including for making corrections to the personal data
16. To comply with legal and regulatory requirements imposed by any Public Agency, and otherwise with applicable laws and regulations
17. To any other purpose necessary, ancillary or consequential to the above-specified purposes.

As the purposes for which we may collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. In such instances, we will notify you of such other purpose at the time of obtaining your consent, unless processing of your personal data without your consent is permitted by the PDPA or by law. In order to conduct our business operations more smoothly, we may also disclose the personal data you have provided to us to our third party service providers, agents and/or our affiliates or related corporations, and/or other third parties whether sited in Singapore or outside of Singapore, for one or more of the above-stated Purposes. Such third party service providers, agents and/or affiliates or related corporations and/or other third parties would be processing your personal data either on our behalf or otherwise, for one or more of the above-stated Purposes.

## **IV. Deemed Consent**

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You are deemed to have given your consent for the collection, use and disclosure of personal data in the following circumstances:

1. When you voluntarily provides your personal data to us
2. When you are aware of the purposes for which you are providing your personal data to us
3. It is reasonable for you to have provided the Personal Data to us in the

circumstances

4. In any other circumstances where consent is deemed under the PDPA.

## **V. Limiting Collection, Use and Disclosure of Personal Data**

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The Group collects personal data primarily from our customers (including prospective customers). The collection of personal data is limited to that which is necessary for the identified Purposes. Unless permitted under law, the Group will not disclose Personal Data to other persons or entities for the advertising, promotion or marketing of such other party's products and services, and the Group will not sell for payment the personal data to anyone for any unauthorised purpose(s)

## **VI. Third Party Products and Services**

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This Policy does not apply to products and services offered by a third party. Our products and Services may include third parties' products, services and links to third parties' websites. When you use such products or services, they may collect your information too. For this reason, we strongly suggest that you read the third party's privacy policy as you have taken time to read ours. We are not responsible for and cannot control how third parties use personal information that they collect from you. This Policy does not apply to other sites linked from our Services.

## **VII. Specific Issues for Disclosure of Personal Data to Third Parties**

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We respect the confidentiality of the personal data you have provided to us. In that regard, we will not disclose your personal data to third parties without first obtaining your consent permitting us to do so. However, please note that we may disclose your personal data to third parties without first obtaining your consent in certain situations, including, without limitation, the following:

1. Cases in which the disclosure is required or authorized based on the applicable laws and/or regulations
2. Cases in which the purpose of such disclosure is clearly in your interests, and if consent cannot be obtained in a timely way
3. Cases in which the disclosure is necessary to respond to an emergency that threatens the life, health or safety of yourself or another individual
4. Cases in which the disclosure is necessary for any investigation or proceedings
5. Cases in which the personal data is disclosed to any officer of a prescribed law enforcement agency, upon production of written authorisation signed by the head or director of that law enforcement agency or a person of a similar rank, certifying that the personal data is necessary for the purposes of the functions or duties of the officer
6. Cases in which the disclosure is to a public agency and such disclosure is necessary in the public interest and/or
7. Where such disclosure without your consent is permitted by the PDPA or by law.

## **VIII. Request to Withdraw Consent**

You may withdraw your consent for the collection, use and/or disclosure of your personal data in our possession or under our control by submitting your request to the Data Protection Officer. We will process your request within a reasonable time from such a request for withdrawal of consent being made, and will thereafter not collect, use and/or disclose your personal data in the manner stated in your request. However, our withdrawal of consent could result in certain legal consequences arising from such withdrawal. In this regard, depending on the extent of your withdrawal of consent for us to process your personal data, it may mean that we may not be able to provide you with the Services, or a part thereof. Notwithstanding any withdrawal of consent, (a) unless otherwise agreed by the Group, you will still be bound by your agreements for Services with the relevant entity in the Group, and

should you choose to terminate the relevant contract(s), early termination charges and other charges, penalties or contractual consequences may apply in accordance with the contract(s) or under applicable laws and the Group reserves its rights thereof, and (b) the Group has the right to terminate the contracts in its discretion, without liability to you. If you have indicated their consent to receiving marketing communications from the Group, you may separately withdraw such consent via the unsubscribe options as stated on the SMS or email marketing message

## **IX. Request for Access and/or Correction of Personal Data**

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You may request to access and/or correct the personal data currently in our possession or control by submitting a written request to us. We will need enough information from you in order to ascertain your identity as well as the nature of your request, so as to be able to deal with your request. Hence, please submit your written request to our Data Protection Office. For a request to access personal data, once we have sufficient information from you to deal with the request, we will seek to provide you with the relevant personal data within 30 days. Where we are unable to respond to you within the said 30 days, we will notify you of the soonest possible time within which we can provide you with the information requested. Note that the PDPA exempts certain types of personal data from being subject to your access request. For example, the Group may not provide access to personal data if such provision could reveal personal data about another person, if such information is subject to legal privilege or if such provision will be contrary to national interest. If access to personal data cannot be provided, the reasons for denying access will be provided upon request, to the extent permitted under applicable law. For a request to correct personal data, once we have sufficient information from you to deal with the request, we will:

1. Correct your personal data within 30 days. Where we are unable to do so within the said 30 days, we will notify you of the soonest practicable time within which we can make the correction. Note that the PDPA exempts certain types of personal data from being subject to your correction request as well as provides for situation(s)

when correction need not be made by us despite your request and

2. Subject to the paragraph below, we will send the corrected personal data to every other organisation to which the personal data was disclosed by the Group within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.

Notwithstanding the paragraph above, we may, if you so consent, send the corrected personal data only to specific organisations to which the personal data was disclosed by us within a year before the date the correction was made. We will also be charging you a reasonable fee for the handling and processing of your requests to access your personal data. We will provide you with a written estimate of the fee we will be charging. Please note that we are not required to respond to or deal with your access request unless you have agreed to pay the fee.

## **X. Administration and Management of Personal Data**

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We will take reasonable efforts to ensure that your personal data is accurate and complete, if your personal data is likely to be used by the Group to make a decision that affects you, or disclosed to another organisation. However, this means that you must also update us of any changes in your personal data that you had initially provided us with. We will not be responsible for relying on inaccurate or incomplete personal data arising from your not updating us of any changes in your personal data that you had initially provided us with. We will also put in place reasonable security arrangements to ensure that your personal data is adequately protected and secured. Appropriate security arrangements will be taken to prevent any unauthorized access, collection, use, disclosure, copying, modification, leakage, loss, damage and/or alteration of your personal data. However, we cannot assume responsibility for any unauthorized use of your personal data by third parties that are wholly attributable to factors beyond our control. We will also put in place measures such that your personal data in our possession or under our control is destroyed and/or anonymized as soon as it is reasonable to assume that (a) the purpose for which that personal data was collected is no longer being served by the retention of such personal data and (b) retention is no longer necessary for any other legal or

business purposes. Where your personal data is to be transferred out of Singapore, we will comply with the PDPA in doing so. In this regard, this includes us obtaining your consent unless an exception under the PDPA or law applies, and taking appropriate steps to ascertain that the foreign recipient organisation of the personal data is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the Act. This may include us entering into an appropriate contract with the foreign recipient organisation dealing with the personal data transfer or permitting the personal data transfer without such a contract if the PDPA or law permits us to.

## **XI. Complaints Process**

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If you have any complaint or grievance regarding about how we are handling your personal data or about how we are complying with the PDPA, we welcome you to contact us with your complaint or grievance. Please contact our Data Protection Office with your complaint or grievance. Where it is an email through which you are submitting a complaint, your indication at the subject header that it is a PDPA complaint would assist us in attending to your complaint speedily by passing it on to the relevant staff in our organisation to handle. For example, you could insert the subject header as **"PDPA Complaint"**. We will certainly strive to deal with any complaint or grievance that you may have speedily and fairly.

## **XII. Updates on Data Protection Policy**

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As part of our efforts to ensure that we properly manage, protect and process your personal data, we will be reviewing our policies, procedures and processes from time to time. We reserve the right to amend the terms of this YOLO LIF Data Protection Policy at our absolute discretion. You are encouraged to visit the above website from time to time to ensure that you are well informed of our latest policies in relation to personal data protection. To the fullest extent permitted under applicable laws and

regulations, the Group cannot be responsible for a third party's acts, omissions, data policies or their use of cookies, nor the content or security of any third party websites, even if linked to the Group's website, and any such liability is expressly disclaimed and excluded.

## XIII. Governing Law

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This Policy is governed under the laws of Singapore.

## XIII. Sub-Headline

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For the purposes of this Policy, the following capitalized terms, unless elsewhere defined in this Policy, shall have the following meanings:

1. **Outlet:** means our retail outlets, road shows and other distribution channels.
2. **Policy:** Means this YOLO LIF Data Protection Policy, as may be amended or supplemented by YOLO LIF in its discretion from time to time.
3. **Premises: Means the Group's offices**
4. **Public Agency:** means any Government body, including any ministry, department, agency (including law enforcement agencies), or organ of State, any judicial or quasi-judicial body or disciplinary, arbitral or mediatory body appointed under any written law in Singapore or any statutory body established under a public Act for a public function that is so appointed by the Minister by notification in the Gazette for the purposes of the PDPA.
5. **Services:** Means the info-communications and telecommunications services and any other services as may be offered by the Group to individuals including any updates, upgrades, re-contracting and/or renewals thereto and the sale or supply of goods or products, from time to time including maintenance, deactivation or de-installation of the same.

**Thank you for taking the time to understand our Data Protection Policy!**