

Privacy Policy

(version 1.0, June 2018)

1. Introduction

1.1. Inmediate Pte. Ltd. (“Inmediate”, “we”, “our” or “us”) takes the privacy of your information seriously. This privacy policy (“Privacy Policy”) applies to information we collect when you use our services, use or access www.inmediate.io website (“Website”), use any Inmediate mobile applications, and any other online services offered by Inmediate that link to or reference this Privacy Policy (collectively, our “Services”). This Privacy Policy governs the collection, processing, disclosure and usage of your data in compliance with the relevant laws and regulations. It also describes the choices available to you regarding the use of, your access to, and how to update, correct and request to delete your personal information.

1.2. By using the Website, you consent to the data practices described in this Privacy Policy. Furthermore, please take note of our Terms & Conditions on this Website before using our Services.

2. Collection of Information

2.1. We will obtain personal data about you when you make use of our Services including visiting our Website. We may monitor the use of our Services through the use of cookies and similar tracking devices. For example, we may monitor the number of times you visit our Website or which pages you go to and from which websites you visit us and which websites you visit after visiting our Website. This information helps us to build a profile of our users and their behaviour, with a view to optimising the user experience.

2.2. Inmediate may collect and process personal data from you to enable us to deliver you our Services. This includes but is not limited to collecting information about 1) your personal identity such as full name, country of birth, date of birth, email address, phone number, residential address, identification document and a headshot picture and 2) information about your computer or mobile hardware and software when you use our Services. The information can include: your IP address, browser type, operating system and version, unique device identifiers and mobile network information, location of your device when using our Services, domain names, access times and referring website addresses. This information is used by Inmediate for the operation of our Services, to maintain a high level of quality of our Services, and to provide general statistics regarding use of the Services.

3. Use of Personal Information

3.1. Inmediate collects and uses your personal data to operate the Website and deliver the Services you have requested. We may contact you via surveys to conduct research about your opinion of current Services or of potential new services that may be offered, although you do not have to respond to such surveys.

3.2. To process, administer and/or manage your relationship with Inmediate, we will necessarily need to collect, use, disclose and/or process your personal data or personal information about you for the purpose(s) of:

- verifying and validating your identity and eligibility to access our Services
- help us deliver and market our Services;
- carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by Inmediate;

- administering and/or managing your relationship and account with Inmediate;
- requesting and collecting payments if and where applicable for our Services;
- carrying out and/or dealing with any enquiries or requests by you;
- administer, evaluate and improve our business (including developing new products and services, improving existing products and services, performing data analytics, monitoring and analyzing trends, and performing accounting, auditing and other internal functions);
- communicate information to you at the request of our partners;
- investigating fraud, misconduct, any unlawful action or omission, whether relating to your account and/or your requested Services, and whether or not there is any suspicion of the aforementioned;
- sending you marketing, advertising and promotional information about other Services that Inmediate or its affiliates may be offering;
- reviewing, investigating and/or addressing feedback or complaints received;
- storing, hosting, backing up (whether for disaster recovery or otherwise);
- comply with and enforce applicable laws and regulations, regulatory and compliance purposes, audit enquiries, relevant industry standards, contractual obligations and our policies; and
- carry out any other lawful purpose for which the information was collected.

3.3. We may also use data that we collect on an aggregate or de-identified basis (which cannot reasonably be used to identify you) for various business purposes, where permissible under applicable laws and regulations.

3.4. We may/will also be collecting personal data about you from sources other than yourself for one or more of the aforementioned purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the aforementioned purposes.

3.5. 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 you with Services you have requested.

4. Third-party Providers

4.1. When creating an account by clicking the button “create an account” you agree that we will disclose and forward your personal data to our selected orderbook provider as well as our provider for performing the relevant compliance checks and potential other third-party providers such as payment gateways and other payment transaction processors. These third-party providers have their own terms of service and privacy policies in accordance to their respective laws and jurisdiction and in respect to the information we are required to provide to them for creating your account and having access to our Services. We recommend that you read their terms and policies so you can understand the manner in which your personal information will be handled by these providers.

4.2. Your personal data may/will be disclosed by Inmediate to third parties who may be sited outside of Singapore, and such third parties, if engaged by Inmediate, may/would be collecting, using, disclosing and/or processing your personal data for us for one or more of the aforementioned purposes under section 3.

Third parties can include:

- Inmediate’s selected orderbook provider;
- our provider for performing the relevant compliance checks (For example, we may share selected details when checking your identity for indicators of fraud during sign up or when providing alerts. These parties are authorized to use your personal information only as necessary to provide these services to us.);

- providers such as payment gateways and other payment transaction processors;
- Immediate's group companies including associated or affiliated companies;
- agents, contractors or third party service providers which we engage to provide services as marketing and research, communications, telecommunications, telemarketing, customer servicing, information technology, data entry or processing, printing, dispatch, mail distribution, payment, training, data storage or archival, disaster recovery and business continuity, professional advisers including auditors and legal advisers;
- any other party you authorize us to disclose the personal data to.

4.3. We may share information with third parties where appropriate to protect against fraud or verify or enforce our Terms & Conditions, our other rights, or other applicable policies.

4.4. We can (and you authorize us to) disclose any information about you to law enforcement, other government officials, any lawsuit or any other third party that we, in our sole discretion, believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, or other activity that is illegal or may expose us, or you, to liability.

4.5. You may decline to submit personal information to us and/or our third-party providers, in which case we may not be able to provide certain Services to you. If you do not agree with our Privacy Policy or Terms of Service, please discontinue use of our Services. Your continued usage of our Services will signify your assent to and acceptance of our Privacy Policy.

5. Non-Disclosure

5.1. Immediate does not sell, rent, lease, or release your personal data to third parties. We will not share the personal information we collect about you with any third party for their own marketing purposes without your consent. We may share your data with our services providers who process your personal information to provide services to us or on our behalf. We have contracts with our service providers that prohibit them from sharing the information about you that they collect or that we provide to them with anyone else or using it for other purposes.

5.2. We may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personal data is not transferred to the third party without your explicit consent. In addition, we may share data with trusted partners to help us perform statistical analysis or provide customer support. All such third parties are prohibited from using your personal information except to provide these services to Immediate and we will ensure that they are required to maintain the confidentiality of your personal data.

5.3. In case of a merger, acquisition, or sale of all or a portion of Immediate, we reserve the right to transfer all the information, including personally identifiable information, stored with us to the new entity or company thus formed. You will be notified via email and/or a prominent notice on our website of any change in ownership, uses of your personal information, and choices you may have regarding your personal information.

6. Use of Cookies

6.1. Our third-party providers or we may use cookies (as well as web beacons or other technologies) to collect and store information about your visit to, or use of, our Services and to personalize your online experience. Cookies are small data files stored on your hard drive or in device memory that help us improve our online services and your experience, and to see which areas and features of our online services are popular. Web beacons are electronic images that may be used in our online services or emails and help deliver cookies, count visits and understand usage and campaign effectiveness. We may later associate the usage and other

information we collect online with personal information about you, as permitted or required by law.

6.2. Overall, cookies are safe, as they only identify your computer to customize your online experience. Accepting a cookie does not provide us access to your computer or any personal identifiable information about you, other than the information you choose to share. Other servers cannot read them, nor can they be used to deliver a virus. Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

We also may make use of third party tracking pixels used by advertising or analytical partners.

7. Security of your Personal Information

7.1. We take our responsibility to protect the privacy and confidentiality of your information, including personal information, very seriously. We use commercially reasonable, physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

All information gathered by Inmediate is stored in systems that may only be accessed by authorised staff of Inmediate. However, we cannot guarantee that any confidential or personal information you share while using our Services, is maintained at adequate levels of protection to meet your specific needs or obligations. We assume no responsibility for unauthorised access to your personal data.

7.2. We cannot, however, ensure or warrant the security of any information you transmit to us and you do so at your own risk. Using unsecured wi-fi or other unprotected networks to submit personal information is never recommended. Once we receive your transmission of information, we make commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If we learn of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps.

7.3. Notwithstanding anything to the contrary in this Privacy Policy, we may preserve or disclose parts or all of your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect our rights or property. However, nothing in this Privacy Policy is intended to limit any legal defences or objections that you may have to a third party, including a government's, request to disclose your information.

7.4. If you receive an unsolicited email that appears to be from us or one of our third-party providers that requests personal information (such as your credit card, login, or password), or that asks you to verify or confirm your account or other personal information by clicking on a link, that email was likely to have been sent by someone trying to unlawfully obtain your information, sometimes referred to as a "phisher" or "spoofer." We do not ask for this type of information in an email. Do not provide the information or click on the link. Please contact us at contact@inmediate.io if you get an email like this.

8. Access to, Updating, and Non-Use of your Personal Information

8.1. We offer you the opportunity to access, update, and correct your information on file with us. Subject to any prevailing laws and regulations and any of its exceptions, you have the right to request a copy of the information that we hold about you. If you would like a copy of some or all

of your personal information, please send an email to contact@inmediate.io. Note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time. We will respond to your request within a reasonable timeframe, usually within five business days.

8.2. Keeping your account information and personal information up-to-date and correct is very important. We want to ensure that your personal information is accurate and up to date. If any of the information that you have provided to Inmediate contains errors or changes, for example, if you change your address of residency, email address, name or contact number, please adjust your account on the Website or let us know the correct details by sending an email to contact@inmediate.io. You may ask us, or we may ask you, to correct information you or we think is inaccurate, and you may also ask us to remove information, which is inaccurate.

8.3. You have the right to ask us not to collect, use, process, or disclose your personal information in any of the manner described herein. This will affect your user experience of the Services. You can give us notice of your intention to halt the collection, use, processing, or disclosure of your Personal Information at any time by contacting us at contact@inmediate.io.

9. Termination

9.1. Following termination or deactivation of your services, we may retain your information for archival purposes. We will not publicly disclose any of your personally identifiable information other than as described in this Privacy Policy.

9.2. At our sole discretion, for any reason or no reason at all, we reserve the right to remove any content of our Services, if we believe that such action is necessary (a) to conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce this Privacy Policy, to take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Services; or (c) to exercise or protect the rights, property, or personal safety of the app, our users, or others.

9.3. We reserve the right to terminate or suspend any account or delete certain contents from your profile if the said account or content is found to be in violation of our Privacy Policy. We sincerely request you to respect privacy and secrecy concerns of others. The jurisdiction of any breach or dispute shall be determined in accordance with the Terms & Conditions of the Website.

10. Links to Other Websites

10.1. Our Website may contain links to other websites from third-party providers. This Privacy Policy only applies to our Website and Services. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personally identifiable information from you. When you link to other websites you should read their own privacy policies as well as terms of use.

10.2. You hereby expressly agree that we shall not be involved or held liable for any breach of the privacy or security of your data collected by such other websites and third-party providers. The said breach, if any, shall be a matter of dispute between you and the third party and we shall not be held liable or be issued a notice for the same.

11. Changes to this Statement

We may change this Privacy Policy from time to time. If we do, we will let you know by appropriate means such as by posting the revised policy on this Website with a new version number and “Last Updated” date. All changes will become effective when posted unless indicated otherwise. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this website prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

12. Contact Information

Inmediate welcomes your comments regarding this Privacy Policy. If you have any questions or believe that we have not adhered to this Privacy Policy, please contact us at contact@inmediate.io.

13. No Conflict

The policy constitutes a part of Terms & Conditions. We have taken utmost care to avoid any inconsistency or conflict of this policy with any other terms, agreements or guidelines available on our app. In case there exists a conflict, we request you to kindly contact us for the final provision and interpretation.