

## Privacy Policy

This privacy policy ("Privacy Policy") forms a part of the terms and conditions governing your relationship with Validus Capital Pte. Ltd. ("Validus") and its related corporations and should be read in conjunction with any of the terms and conditions entered into between you and Validus.

"Personal Data" in this Privacy Policy means data which enables an individual to be identified including, but not limited to, information such as names, contact details, addresses and other identification details of users who access or use Validus' website (the "Website"), or any of the services provided by Validus (the "Services") through an online platform (the "Platform") accessible through the Website or any of the Services, signatures, answers to questions intended for security verification, emergency contact numbers or call back contact details provided or made available to us when any user accesses or use the Website, Platform or the Services.

1. We may make changes to this Privacy Policy from time to time and post a revised version on this website, which shall be effective immediately upon such posting. We are under no obligation to separately inform you of any such revision. Your continued access of this website after the revised Policy has taken effect will constitute your unconditional acceptance of such revised Policy. All communications, transactions and dealings with Validus will be subject to the latest version of this Privacy Policy in force at the relevant time.
2. From time to time, Validus may collect Personal Data from (a) users, (b) third parties, including user's beneficial owners, partners, directors, officers or authorised signatories, employees, customers, payors, payees, guarantors, other security providers and other natural persons related to that user (the "Relevant Individuals") and/or (c) publicly available sources including credit bureaus, Personal Data about users, Relevant Individuals and related parties in connection with the access and use of the Website, Platform or any of the Services to provide more personalised service for our users. This may include:
  - 2.1. the use of cookies in the Website, Platform and in the provision of the Services;
  - 2.2. collection of information in relation to the devices (including device operating system, hardware version, settings, file and software names and types and device identifiers, device location, connection information such as the name of the ISP or mobile operator through which the Platform is accessed, browser type and IP address) which are used to access the Website or the Platform.
3. Should you provide Validus any Personal Data of yourself or others:
  - (a) you represent and warrant to Validus that (i) each individual (including yourself) whose Personal Data has been provided to us, has been notified of the purposes for which data will be collected, processed, used or disclosed; and (ii) such individual's consent for the collection, processing, use and disclosure of such Personal Data by Validus has been obtained and authorised by such individual.
  - (b) you shall notify us immediately upon becoming aware of any withdrawal by any individual of his/her consent to the collection, processing, use and/or disclosure by Validus of his/her Personal Data provided to Validus. The withdrawal of such consent may affect the services which Validus is able to provide to you, such individual and/or the corporate you represent (including

possible termination of your contractual relationship with us, subject to termination provisions relating to registered users and may be deemed a breach of your representation and undertakings to us).

- (c) you shall ensure at all times that any information provided (including any Personal Data) to us is correct, accurate and complete, and that any consent given in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of any account in connection with the use of the Platform.
4. Personal Data submitted or collected by Validus may be used by Validus for any of its business purposes, including (the "Purposes"):
- (a) to operate, administer any account and to provide Services to any user through the Platform including, but not limited to, facilitating the transfer of funds, maintaining accurate "know your customer" information, to verify the identities or authorities of users and/or their representatives who contact Validus or may be contacted by Validus, to carry out or respond to requests, questions or instructions from users and/or their representatives, and to perform risk modelling or analysis;
  - (b) to facilitate transactions on the Platform or in connection with the Services (including for any third party insurance, escrow account and other Services related matters);
  - (c) to comply with the Terms of Use, this Privacy Policy and any other terms and conditions as may be stipulated by Validus from time to time and at any time;
  - (d) to verify the identity or authority of users and/or representatives of users and/or to pursuant to current Validus security procedures or internal procedures;
  - (e) in the assessment and evaluation of viability, credibility, suitability, eligibility and identity of users in connection with the Platform, the Services, and/or any other documents entered into or agreed to by such Registered Users;
  - (f) to carry out, monitor and analyse Validus' business;
  - (g) for the marketing, promoting or advertisement of products and services (including any co-branded products or services) which we think you may be interested in;
  - (h) as part of, or in connection with, any sale, merger, or similar change of Validus' business;
  - (i) for customer feedback and complaints or legal purposes in enforcing Validus' rights, drafting and reviewing of documents, procuring legal advice and dispute resolution;
  - (j) to comply with any applicable laws, rules, or regulations in any country;
  - (k) to detect, prevent and investigate fraud, crime, offences, money-laundering, counter-terrorist financing and bribery; and
  - (l) purposes reasonably related to the aforesaid.
5. Validus may retain Personal Data for so long as one or more of the purpose for which it was collected remains valid, where required by regulation or law (national or international), or as required by its own record retention policies or own business

purposes.

6. Validus may from time to time also disclose Personal Data for any of the Purposes to Validus' shareholders, directors, officers and employees and the following parties (whether inside or outside of Singapore):
  - (a) any agent, contractor, or third party service provider who provides banking, remittance, administrative, mailing, telecommunications, call centres, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, payment, debt collection, credit reference checks or securities clearing or risk modelling or analysis or other services to Validus in connection with the business operations of Validus and/or the Website, Platform or any of the Services;
  - (b) any person or entity employed by or on behalf of Validus or is a part of or related to any group of companies of which Validus forms part or is affiliated to;
  - (c) any person or entity to whom Validus is under an obligation or otherwise required to make disclosure pursuant to any applicable laws and regulations, including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities and stock exchanges;
  - (d) any party giving or proposing to give a guarantee or third party security to guarantee or secure the obligations of any user;
  - (e) any party for purposes of conducting checks with the Do Not Call Registry;
  - (f) any party for purposes of meeting or complying with Validus' internal policies and procedures and any applicable rules, laws, regulations, codes of practice or guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international) (including but not limited to disclosures to regulatory bodies, conducting audit checks or any investigations);
  - (g) any actual or proposed assignee of Validus or transferee of Validus' rights in respect of all or any part of the assets or business of Validus; and
  - (h) any credit bureau (including without limitation Credit Bureau (Singapore) Pte Ltd) as well as the members of such credit bureau and other relevant third parties in connection with the use of the Platform (e.g. banks, financial intermediaries, insurers, reinsurers, escrow agents and other P2P platforms).
7. Without prejudice to the foregoing, Validus may disclose Personal Data to any person or entity to whom Validus is under an obligation or otherwise required to make disclosure pursuant to any applicable laws and regulations, including disclosure to courts, tribunals, and/or legal, regulatory, tax and government authorities in Singapore or otherwise.
8. You may access or make corrections to any of your Personal Data held by Validus. To do so, please contact us (at [sme@validus.sg](mailto:sme@validus.sg)). Validus reserves the right to charge such fees as it may, in its sole and absolute discretion, deem appropriate for the grant of such access and to correct any Personal Data.
9. Validus may from time to time send you and/or the Relevant Individuals email messages or short message service ("SMS") to mobile phones based on Personal Data provided to us. We do not guarantee that these messages will be completely secure. Under no circumstance will Validus be liable for any damages incurred or

sustained by you or the Relevant Individuals in connection with or arising from any such messages transmitted by Validus or to Validus.

10. You acknowledge and accept that the inherent nature of the internet and/or telecommunications services is such that transmissions may be subject to interruption, interception, hacking, fluctuation, inaccuracy, defect, corruption, loss, connection error, transmission blackout, delayed or failed transmission and/or incorrect, garbled or incomplete data transmission. Validus will not be liable for breakdown, interruption, failure, closure or malfunctions in communications facilities not under its control that may affect the accuracy, authenticity or timeliness of messages and transactions that may be sent and does not warrant that any identified defect will be corrected.
11. This Privacy Policy does not derogate from any of Validus' terms and conditions. Validus' rights under this Privacy Policy shall be without prejudice to other rights of collection, use and disclosure available pursuant to the such terms and conditions or under the law and nothing herein is to be construed as limiting any of these other rights.