

# LIKWID PRIVACY POLICY

We advise you to read this Likwid Privacy Policy carefully. When you sign up to use our Services and/or Our Platform, you acknowledge that you have read and understood the terms of this Privacy Policy and that you agree and consent to the collection, use, disclosure, storage, transfer and/or processing of your personal data for the purpose stated and under the Terms of Likwid's Privacy Policy any similar clause available upon signing up to Likwid's Platform and/or Services.

## 1. Introduction

1.1 Likwid Pte Ltd and its affiliates (collectively or individually, "Likwid", "We", "Our" or "Us" take your privacy seriously. Depending on your location, Likwid's entity controlling your personal data will be Likwid Pte Ltd and/or as follows:

- (a) Singapore: Likwid Pte. Ltd.
- (b) Malaysia: Likwid Sdn. Bhd.

1.2 In this Privacy Policy, unless the context requires otherwise, all capitalized words shall have the following meaning:

"Buyer"	means the person who purchases Goods on Our Platform;
"Contract"	means the contract formed when Seller accepted the order placed by Buyer on Our Platform for the purchase of Goods sold by Seller;
"Goods"	means the goods made available for sale on Our Platform;
"Intellectual Property Rights"	means all patents and copyright, moral rights, trade marks, design rights, rights in or relating to databases, and/or confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;
"Orders"	means the request placed by a Buyer on the Platform for the purchase of a particular Good;
"Platform"	means Our website <a href="http://www.likwid3.com">www.likwid3.com</a> . and/or Our Likwid's mobile app;
"Seller"	means a Business Account User which uses Our Platform and/or Services to sell Goods to the Buyers;
"Services"	means the use of any services, information and functions made available by us at Our Platform;
"Terms"	means the Likwid's General Term of Service, the Terms of Sales, Seller Terms and all other terms and conditions and policies pertaining to the use of Our Platform and/or the Services.  These Terms describe the conditions governing Our relationship with you and your use and access to Our Platform. These Terms apply to all users of Our Platform, including without limitation users who are browsers, vendors, customers, sellers, and/ or contributors of content;

“Users”	means any user of the Platform which includes Buyer, or Seller
“Us, “We”, “Our”	means Likwid Pte Ltd, a Singapore corporation, with its principal business address at Plus @ 20 Cecil Street #05-03 Singapore 049705 or any of its affiliates and/or subsidiaries; and
“Your Content”	means the content which you have uploaded on our Platform or our Services.

- 1.3 In the course of providing you with the Services or access to Our Platform (as defined in the Terms), we will be collecting, using, disclosing, storing and/or processing data, including your personal data. In this Privacy Policy, Platform shall also refer to the relevant Seller’s platform(s).
- 1.4 This Privacy Policy exists to keep you in the know about how we collect, use, disclose, store and/or process the data we collect and receive during the course of providing the Services or access to Our Platform to you, our user, whether you are using our Platform as a Buyer or Seller. We will only collect, use, disclose, store and/or process your personal data in accordance with this Privacy Policy.
- 1.5 It is important that you read this Privacy Policy together with any other applicable notices we may provide on specific occasions when we are collecting, using, disclosing and/or processing personal data about you, so that you are fully aware of how and why we are using your personal data.
- 1.6 We may update this Privacy Policy from time to time. Any changes we make to this Privacy Policy in the future will be reflected on this page and material changes will be notified to you. Where permissible under local laws, your continued use of the Services, access to Our Platform or use of the Services, including placing Orders (as defined in the Terms) on Our Platform, or express consent thereto, shall constitute your acknowledgment and acceptance of the changes we make to this Privacy Policy. You agree that it is your responsibility to check Our Privacy Policy frequently to see any updates or changes to this Privacy Policy.
- 1.7 This Privacy Policy applies in conjunction with other notices, contractual clauses and consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override them unless we state expressly otherwise.
- 1.8 All of these terms apply users of our Services and/or Platform, whether buyers or sellers, unless stated specifically to apply only to Buyers or only to Sellers.

## **2. What Personal Data do we collect?**

- 2.1 Personal data means any information about an individual, whether recorded in a material form or not and whether true or not, who can be identified from that data (whether directly or indirectly), or from that data and other data to which we have or are likely to have access.
- 2.2 During the course of your use of Our Platform and the provision of the Services, we may collect personal data about you, as follows:
  - (a) identity data, such as your name, gender, profile picture, and date of birth;
  - (b) contact details, such as billing address, delivery address, email address and phone numbers;
  - (c) biometric data, such as audio files when you use Our voice search function and facial and other bodily features and voice of yourself and/or another person featured in

Your Content when you upload audio or videos onto Our Platform or when you do a live broadcast;

- (d) Account data, such as bank account details, bank statements, credit card details and payment details (such account data may also be collected directly by our affiliates and/or third-party payment service providers);
- (e) Transaction data, such as details about orders and payments, and other details of products and Services related to you;
- (f) Technical data, such as Internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, international mobile equipment identity, device identifier, IMEI, MAC address, cookies (where applicable) and other information and technology on the devices you use to access Our Platform;
- (g) Profile data, such as your username and password, orders related to you, your interests, preferences, feedback and survey responses;
- (h) Usage data, such as information on how you use Our Platform, products and Services or view any content on Our Platform, including the time spent on Our Platform, items and data searched for on Our Platform, access times and dates, as well as websites you were visiting before you came to Our Platform and other similar statistics;
- (i) Geo location data, such as when you capture and share your location with Us in the form of photographs or videos and upload such content to Our Platform, or when you are using Drops services;
- (j) Marketing and communications data, such as your preferences in receiving marketing from Us and our third parties, your communication preferences and your chat, email or call history on Our Platform or with third party customer service providers;
- (k) Additional information we may request you to submit for due diligence checks as required for identity verification (such as copies of government issued identification, e.g. passport, ID cards, etc.) or if we believe you are violating our Privacy Policy or our Terms.

### **3. How do we obtain your personal data?**

3.1 When you use Our Platform and our provision of the Services, we will receive your personal data from you in the situations, as follows:

- (a) When you browse Our website or use Our Likwid App;
- (b) When you create an account with Us (as Users) or just someone who is just browsing our Platform;
- (c) As a Seller, you list your Goods for sale on Our Platform and conduct transactions with Buyers in respect of the sale and purchase of those Goods through Our Platform;
- (d) When you apply for, subscribe to or otherwise use any of the Services;
- (e) When you make a transaction regarding the products available on Our Platform;
- (f) When you activate or use any payment-related functions available on Our Platform;

- (g) When you use any of the features, functions, mini-apps or mobile games, Drops available on Our Platform and/or Services;
- (h) When you record any user-generated content or Your Content which is uploaded on Our Platform;
- (i) When you use the chat function on Our Platform;
- (j) When you subscribe to our publications or marketing collaterals;
- (k) When you enter a competition, promotion, use any of our vouchers or survey;
- (l) When you participate in any activity or campaign(s) on Our Platform;
- (m) When you log in to your account on Our Platform or otherwise interact with us via an external service or application, such as Facebook or Google;
- (n) When any other user of Our Platform posts any comments on Your Content that you have uploaded on Our Platform or when you post any comments on other users' content uploaded to Our Platform;
- (o) When a third-party lodge a complaint against you or Your Content you have posted on Our Platform; and
- (p) When you interact with us offline, including when you interact with our customer service agents.

3.2 We may collect personal data from you, third parties (including but not limited to agents, vendors, contractors, partners and any others who provide services to Us, who collect your personal information and/or perform functions on Our behalf, or with whom We collaborate, including but not limited to payment service providers, government sources of data, financial providers, credit bureaus, delivery, marketing and other service partners), Our affiliates, or such data may be collected automatically when you use Our Platform or the Services, as set out in this section.

3.3 Where we collect personal data from third parties and/or Our affiliates, we will only collect your personal data, where permitted by law, for or in connection with the purposes for which those third parties or Our affiliates are engaged, for the purposes of Our collaboration with the third parties or affiliates, or for the requirement to carry out verification or due diligence checks. During the course of your use of Our Platform and Our provision of the Services, you agree that you have provided your consent (whether to Us, the third party or Our affiliates) to the transfer of your personal data from third parties and/or Our affiliates to Us for the purposes set out in this Privacy Policy or any other Terms and to fulfil any obligations We have to you pursuant to your usage of our Platform and/or Services.

3.4 You must only submit personal data which is accurate and not misleading and you must keep it up to date and inform Us of any changes to the personal data you have provided to Us. We shall have the right to request for documentation and carry out the necessary checks to verify the personal data provided by you as part of Our user verification processes or as required under law.

3.5 We will only be able to collect certain categories of personal data if you voluntarily provide the personal data to Us or as otherwise provided for under this Privacy Policy. If you choose not to provide your personal data to Us or subsequently withdraw your consent to Our use of your personal data, we may not be able to provide you with certain features or functionality on the Services or access to Our Platform.

3.6. If you provide personal data of any third party to Us, you represent and warrant that you have obtained the necessary consent, license, and permissions from that third party to share and

transfer his/her personal data with Us, in order for Us to collect, store, use and disclose that data in accordance with this Privacy Policy.

- 3.7 If you sign up to be a user on Our Platform using your social media account or link your account on Our Platform to your social media account or use certain other social media features, We may access personal data about you which you have voluntarily provided to your social media provider in accordance with the provider's policies and We will manage your personal data in accordance with this Privacy Policy.

#### **4. What will we use your Personal Data for?**

- 4.1. We may collect, use, disclose and/or process your personal data for one or more of the following purposes:

- (a) to consider and/or process your application or Order made on Our Platform with Us, Users, and verify your documentation submitted to Us facilitate your registration with Us as a User on Our Platform, including the testing of technologies to enable faster and more efficient registration;
- (b) to manage, operate, provide and/or administer your use of and/or access to Our Services and Our Platform (including, without limitation, remembering your preference), as well as your relationship and user account with Us;
- (c) to respond to, process, deal with or complete an Order and/or to fulfil your requests for certain Goods and notify you of service issues and unusual account actions;
- (d) to enforce our Terms or any applicable end user license agreements;
- (e) to protect personal safety and the rights, property or safety of others;
- (f) for identification, verification, due diligence, or know your customer purposes;
- (g) to maintain and administer any software updates and/or other updates and support that may be required from time to time to ensure the smooth running of Our Platform and Services;
- (h) to deal with or facilitate customer service, carry out your instructions, deal with or respond to any enquiries given by (or purported to be given by) you or on your behalf;
- (i) to contact you or communicate with you via voice call, text messages, instant messaging application, email and/or postal mail or otherwise for the purposes of administering and/or managing your relationship with Us or your use of Our Services or Platform, such as but not limited to communicating administrative information to you relating to Our Services. You acknowledge and agree that such communication by Us could be by way of the mailing of correspondence, documents or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages;
- (j) to allow other users to interact, connect with you or see some of your activities on the Platform, including to inform you when another user has sent you a private message, posted a comment for you on the Platform or connected with you using the social features on the Platform;
- (k) to conduct research, analysis and development activities (including, but not limited to, data analytics, surveys, product and service development and/or profiling), to analyse how you use Our Services and Platform, to recommend Goods relevant to your

interests, to improve our Services or Goods offered by our Seller/Reseller/Trader to enhance your customer experience;

- (l) to allow for audits and surveys to, among other things, validate the size and composition of our target audience, and understand their experience on Our Platform;
- (m) for marketing and advertising, and in this regard, to send you by various mediums and modes of communication marketing, campaigns and promotional information and materials relating Goods (including, without limitation, Goods of third parties whom We may collaborate or tie up with) that We (and/or affiliates or related corporations) may be selling, marketing or promoting, whether such products or services exist now or are created in the future. You can unsubscribe from receiving marketing information at any time by using the unsubscribe function within the electronic marketing materials. We may use your contact information to send newsletters or marketing materials from Us and from our related companies;
- (n) to respond to legal processes or to comply with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction or where we have a good faith belief that such disclosure is necessary, including, without limitation, meeting the requirements to make disclosure under the requirements of any law binding on Us or Our related corporations or affiliates (including, where applicable, the display of your name, contact details and company details);
- (o) to produce statistics and research for internal and statutory reporting and/or record-keeping requirements;
- (p) to carry out due diligence or other screening activities (including, without limitation, background checks) in accordance with legal or regulatory obligations or our risk management procedures that may be required by law or that may have been put in place by Us;
- (q) to audit Our business on Our Platform;
- (r) to prevent or investigate any actual or suspected violations of our Terms for fraud, unlawful activity, omission or misconduct, whether relating to your use of Our Platform or any other matter arising from your relationship with Us
- (s) to respond to any threatened or actual claims asserted against Us or other claim that any content violates the Intellectual Property Rights of third parties;
- (t) to store, host, back up (whether for disaster recovery or otherwise) of your personal data, whether within or outside of your jurisdiction;
- (u) To verify and carry out payment transactions (including any credit card payments, bank transfers, offline payments, remittances, or e-wallet transactions) in relation to payments related to you and/or Services used by you. In order to verify and carry out such payment transactions, payment information, which may include personal data, will be transferred to third parties such as Our payment service providers. And for seller;
- (v) To facilitate the use of the mini-apps, games, or Drops available on Our Platform and purchases made via these mini-apps (if any) and to display on scoreboards on Our Platform in relation to promotions, campaigns, mobile games or any other activity;
- (w) any other purposes which we notify you of at the time of obtaining your consent.

(collectively, the "Purposes").

- 4.2 You acknowledge, consent, and agree that We may access, preserve and disclose your Account information and Your Content if required to do so by law or pursuant to an order of a court or by any governmental or regulatory authority having jurisdiction over Us or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
- (a) comply with legal process;
  - (b) comply with a request from any governmental or regulatory authority having jurisdiction over Us;
  - (c) enforce the Our Terms or this Privacy Policy;
  - (d) respond to any threatened or actual claims asserted against Us or other claim that any content (including Your Content) violates the Intellectual Property Rights of third parties;
  - (e) respond to your requests for customer service; or
  - (f) protect the rights, property, or personal safety of Our users and/or the public.
- 4.3 As the Purposes for which we will/may collect, use, disclose or process your personal data depend on the circumstances at hand, such purpose may not appear above. However, we will notify you of such other purpose at the time of obtaining your consent, unless processing of the applicable data without your consent is permitted by the Privacy Laws of respective countries we operate in.
- 4.4 In disclosing your personal data to any third party, We endeavour to ensure that the third parties and our affiliates keep your personal data secure from unauthorised access, collection, use, disclosure, processing or similar risks and retain your personal data only for as long as your personal data is needed to achieve the abovementioned Purposes.
- 4.5 We may share your personal data with our third-party service providers or affiliates (e.g. payment service providers) in order for them to offer services to you other than those related to your use of Our Platform or Our Services. Your acceptance and use of the third-party service provider's or Our affiliate's services shall be subject to terms and conditions as may be agreed between you and the third-party service provider or Our affiliate. Upon your acceptance of the third-party service provider's or Our affiliate's service offering, the collection, use, disclosure, storage, transfer and processing of your data (including your personal data and any data disclosed by us to such third-party service provider or affiliate) shall be subject to the applicable privacy policy of the third party service provider or our affiliate, which shall be the data controller of such data. You agree that any queries or complaints relating to your acceptance or use of the third-party service provider's or Our affiliate's services shall be directed to the party named in the applicable privacy policy.
- 4.6 We may also share personal data in connection with any proposed purchase, merger, or acquisition of any part of our business, provided that we satisfy the requirements of applicable data protection law when disclosing your personal data.

## **5. International data transfer**

- 5.1 We may transfer or permit the transfer of your personal data outside of your jurisdiction for any of the Purposes set out in this Privacy Policy. However, We will not transfer or permit any of your personal data to be transferred outside of such jurisdiction unless the transfer is in compliance with applicable laws.

## **6. Your Withdrawal of Consent**

- 6.1 You may communicate the withdrawal of your consent to the continued use, disclosure, storing and/or processing of your personal data by contacting Us at

customersupport@likwid.com, subject to the conditions and/or limitations imposed by applicable laws or regulations.

- 6.2 Please note that if you communicate your withdrawal of your consent to Our use, disclosure, storing or processing of your personal data for the purposes and in the manner as stated above or exercise your other rights as available under applicable local laws, We may not be in a position to continue to provide the Services to you or Our Sellers may not be able to perform any Contract they have with you, and We will not be liable in the event that We and our Sellers/Resellers/Traders do not continue to provide the Services to, or perform any Contract with you. Our legal rights and remedies are expressly reserved in such an event.
- 6.3. You may unsubscribe from receiving marketing information at any time in Our mobile application settings or by using the unsubscribe function within the electronic marketing material. We may use your contact information to send newsletters from Us, Our affiliates and from our related companies.

## **7. Keep Us Up To Date**

- 7.1 It is important that the personal data you provide to Us is accurate and complete for you to continue using Our Platform and for Us to provide the Services via Our Platform. You are responsible for informing Us of changes to your personal data, or in the event you believe that the personal data We have about you is inaccurate, incomplete, misleading or out of date. This is in order for Us to contact you if there are any issues with your Order.
- 7.2 You can update your personal data anytime by accessing your account on Our Platform.
- 7.3 We take steps to share the updates to your personal data with third parties and our affiliates with whom we have shared your personal data if your personal data is still necessary for the abovementioned Purposes.
- 7.4 You may request information about your personal data which we have collected or enquire about the ways in which your personal data may have been used, disclosed, stored, or processed by Us via the personal account information setting on Our Platform or by contacting Us at customersupport@likwid.com. You may also request correction of any error or omission in your personal data which we have collected in the same way. In order to facilitate processing of your request, it may be necessary for Us to request further information relating to your request and to verify you are the person contacting us. Where permissible under law, We may refuse such correction requests if deemed vexatious or unreasonable.
- 7.5 Where permitted by applicable data protection laws, we reserve the right to charge a reasonable administrative fee for retrieving your personal data records. If so, we will inform you of the fee before processing your request.

## **8. Security of Your Personal Data**

- 8.1 You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, We strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

## **9. Retention of Personal Data**

- 9.1 We will only retain your personal data for as long as We are either required or permitted to by law or as relevant for the purposes for which it was collected.
- 9.2 We will cease to retain your personal 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 purposes for which the personal data was collected, and is no longer necessary for any legal or business purpose.

## **10. Minors**

- 10.1 Our Platform and Services are not intended for children under the age of 18. We do not knowingly collect or maintain any personal data or non-personally identifiable information from anyone under the age of 18 nor is any part of Our Platform or other Services directed to children under the age of 18. As a parent or legal guardian, please do not allow such children under your care to submit personal data to Us or perform any purchases on Our Platform. In the event that personal data of a child under the age of 18 in your care is disclosed to Us, you hereby consent to the processing of the child's personal data and accept and agree to be bound by this Privacy Policy on behalf of such child and take responsibility for the minor's actions. We will close any accounts used exclusively by such children and will remove and/or delete any personal data we believe was submitted without parental consent by any child under the age of 18, once we are aware if the account is use by a minor.

## **11. Collection of Computer Data**

- 11.1. We and Our authorised service providers may use cookies, web beacons, and other similar technologies in connection with your use of the Services or access of Our Platform. Cookies are small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. They allow Us to recognise a particular device or browser. Web beacons are small graphic images that may be included on Our Services and Our Platform. They allow Us to count users who have viewed these pages so that we can better understand your preference and interests. You may be able to manage and delete cookies through your browser or device settings. However, certain cookies are required to enable core functionality (such as adding items to your shopping cart), so please note that changing and deleting cookies may affect the functionality available on Our Platform or through Our Services.
- 11.2. When you visit Our Platform through your computer, mobile device, or any other device with Internet connectivity, most websites and mobile applications, your device sends information which may include data about you that gets logged by a web server when you browse Our Platform. This typically includes without limitation your device's Internet Protocol (IP) address, computer or mobile device operating system and browser type, type of mobile device, the characteristics of the mobile device, the unique device identifier (UDID) or mobile equipment identifier (MEID) for your mobile device, the address of a referring web site (if any), the pages you visit on Our website and mobile applications and the times of visit, and sometimes a "cookie" (which can be disabled using your browser preferences) to help the site remember your last visit. If you are logged in, this information is associated with your personal account. The information is also included in anonymous statistics to allow Us to understand how visitors use Our site and Platform.
- 11.3 Our mobile applications may collect precise information about the location of your mobile device using technologies such as GPS, Wi-Fi, etc. We collect, use, disclose and/or process this information for one or more Purposes including, without limitation, location-based services that you request or to deliver relevant content to you based on your location, or allow you to use Drops or to allow you to share your location to other users as part of the Services under Our Platform. For most mobile devices, you are able to withdraw your permission for Us to acquire this information on your location through your device settings. If you have questions about how to disable your mobile device's location services, please contact your mobile device service provider or the device manufacturer.
- 11.4 This data is collected for analysis and evaluation in order to help us improve Our website and Our Services and Platform We provide, as well as to help Us to personalise the content to match your preferred interests more quickly. The data is also collected to make the Services

and Our Platform more convenient and useful to you, and to provide more relevant advertising related to market products, services and features to you.

## **12. Questions, Feedback, Concerns, Suggestions or Complaints**

12.1 If you have any queries or complaints about this Privacy Policy or how we handle your personal data, please feel free to contact as follows:

Email: [customerservice@likwid3.com](mailto:customerservice@likwid3.com)