

PRIVACY POLICY

Welcome to Pottu (Platform - mobile app and website), product of and as provided by KGSN Group Pte. Ltd. (Company); (we or us).

Please read our Privacy Policy carefully before using our platform, website, application, its services, accounts and its Content (all data, reports, text, images, sounds, video, and content made available through the foregoing) together comprise the “Software”.

This privacy policy (“Policy”) forms a part of the terms and conditions governing your relationship with Pottu (Platform) and KGSN Group Pte. Ltd., a company incorporated in Singapore and its affiliated and/or related organisations (“Pottu” and “KGSN Group Pte. Ltd.”), should be read in conjunction with any of the terms and conditions entered into between you and - Pottu and KGSN Group Pte. Ltd. This Policy sets out the basis which our Platform (“we”, “us”, or “our”) may collect, use, disclose or otherwise process personal data of users in accordance with the Personal Data Protection Act (“**PDPA**”). This Policy applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes.

We may make changes to this Privacy Policy from time to time and post a revised version on our platform, 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 us will be subject to the latest version of this Privacy Policy in force at the relevant time.

“Personal Data” in this Privacy Policy means data which enables an individual or entity to be identified including, but not limited to, information such as names, addresses, identification numbers, contact information (such as email addresses and telephone numbers), date of birth, images, IP addresses, and other licenses information, transactional information, financial information, signatures, answers to security questions, emergency contact information, and/or call back details when you access or use:- our website (the “Website”); any of the services provided by us (the “Services”); or any of our online platforms or mobile applications (the “Platform”); or register an account with us on our Website or Platform; you participate in events and programmes organised by us; when you apply to be a user of any of our programmes; respond to our promotions; subscribe to our mailing lists; you contact us or request that we contact you through various communication channels, e.g. through social media platforms, messenger platforms and e-mails; or you submit your personal data to us for any other reason.

Personal Data

1. As used in this Policy: “partner” means a vendor which has a listing on our Platform in Singapore; “customer” means an individual who (a) has contacted us through any means to find out more about any goods or services we provide, or (b) may, or has, entered into a contract with us for the supply of any goods or services by us; and “personal data” means data, whether true or not, about a customer who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.

2. We collect Personal Data directly from you when you register an Account, use the Platform, or contact us. The personal data we may collect includes:

(a) Account registration data: name, gender, email address, mobile number, date of birth, age, race and religion (refer to **Note** at the end of this Section; 2)

(b) Conditional data; Feature-dependent: National Registration Identity Card (NRIC) or any other form of Identity verification Card/Document and a one-time live facial image capture/real-time photo submission for facial verification for the sole purpose of age verification against your Identity card.

(c) Profile content: profile photo, username, and biography;

(d) User Content: videos, audios, images, and texts you upload or post on the Platform;

(e) Usage data: content you view, like, share or comment on, accounts you follow, and your all your interactions on the Platform;

(f) Device data: device type, operating system, unique device identifiers, and push notification tokens;

(g) Location data: with your permission, your approximate/precise location to personalise locally relevant content and improve our geographic coverage as well as to provide our services to you such as deliveries.

(h) Payment data: transaction records for purchases on our Platform(s). We do not store your card details — all payment processing is handled by our payment service provider; We partner with Monetary Authority of Singapore (MAS) approved and regulated third party payment service providers for the purposes of collecting all payment from you, transferring such payment from you to the Vendors, and holding funds in connection with such payments. All payment services in connection with the collection of funds by us are performed by our engaged third party payment service providers.

(i) Communications: messages and feedback you send to us.

Note on race and religion: we use this data solely to understand our community and users to deliver relevant services, content, advertisements and communications. Providing this information will not affect your ability to use our Platform(s) in any way. **Anyone and Everyone is welcomed and encouraged to use our Platform(s)/Services.**

3. Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

4. Our Website and Platform may contain or involve certain technologies that collect data (including personal data) in the manner described below. Please do not use our websites and applications if you do not wish to have your data collected through such means. Alternatively, you may also disable the operation of these technologies on your devices where it is possible to do so.

(a) Cookies (including flash and browser cookies). Cookies allow your browser or device to be recognised. We may make use of cookies to store and track information such as the number of users, frequency of use, profiles of users and online preferences. Cookies do not capture information that personally identify you, but we may use information collected to analyse the usage of our websites and applications and to improve your user experience. You may disable cookies through your device or plug-in settings. However, this may affect your use of our websites and applications.

(b) Web Beacons and Tracking Links. We may make use of web beacons, tracking links and/or similar technologies. In conjunction with cookies, these are primarily used for statistical analysis purposes, including to track traffic patterns on our websites and applications, as well as finding out if an e-mail has been received and opened and to see if there has been any response.

(c) Web Analytics. We may collect and assess the behaviour of users of our websites and applications. This includes the analysis of traffic patterns in order, e.g. to determine the frequency of visits to certain parts of a website or mobile application, or to find out what information and services our visitors are most interested in.

(d) Third Party Technologies. Certain content or applications on our websites and applications, including advertisements, can be served by third parties, such as advertisers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our websites and applications. The information they collect may include data about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioural) advertising or other targeted content. We do not control these third parties, their technologies or how they may use information. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Collection, Use and Disclosure of Personal Data

5. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “authorised representative”) after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).

6. We may collect and use your personal data for any or all of the following purposes:

- (a) operating our Platform;
- (b) administering and operating our Platform and its activities;
- (c) communicating with our partners/vendors (where only aggregated data is shared so that no individual user will/can be identified at any circumstances) and with users themselves for matters related to them;
- (d) updating your personal and contact information;
- (e) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
- (f) verifying your identity;
- (g) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
- (h) managing your relationship with us;
- (i) processing payment or credit transactions;
- (j) 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;
- (k) statistical, analysis, planning and reporting;
- (l) any other purposes for which you have provided the information; and
- (m) any other incidental purposes related to or in connection with the above.

7. This Policy does not apply to aggregated information which summarises statistical information about groups of users, and which does not include name, contact information, or any other information that would allow any particular individual to be identified.

8. We may disclose your personal data, including but not limited to the following:

- (a) where necessary to enforce any agreements and terms between us;
- (b) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods and services requested by you;
- (c) to third party service providers, agents and other organisations we have engaged to perform any of the functions with reference to the above mentioned purposes;
- (d) if required by law or in the good faith belief that such action is necessary to:
 - (i) conform to the edicts of the law or comply with legal processes served on us or the app/website;
 - (ii) protect and defend our rights or property; and
 - (iii) act under exigent circumstances to protect the personal safety of users of the Platform; or

(iv) where your consent has been obtained for disclosure.

9. Where your use of the Platform is concerned, you acknowledge and accept that certain functions, when activated or used by you, will operate to send or display information about yourself, including but not limited to, your personal data to certain third parties, and you agree to the sharing of such information with these third parties. You acknowledge and agree that we shall not be held responsible or accountable for any loss, injury or damage sustained by you for sharing the aforesaid information arising out of your activation or use of such features on the Platform.

10. Without prejudice to the foregoing, we may disclose Personal Data to any person or entity to whom we are 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.

Withdrawing Your Consent

11. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request via email to our Data Protection Officer at the contact details provided below.

12. Upon receipt of your written request to withdraw your consent, we may require some time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) to twenty (20) business days of receiving it.

13. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in section 11 above.

14. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

Right to Deletion of Personal Data

15. You may request the deletion of your Account and associated personal data by using the account deletion option in the Platform's settings, or by contacting us at contact@pottu.com.sg.

16. Upon receipt of a valid deletion request, we will delete or anonymise your personal data within 30 business days, subject to the following:

(a) We may retain certain data where required by applicable law, including transaction records which are retained for a minimum of 5 years for tax and accounting compliance under Singapore law;

(b) We may retain data where necessary for the establishment, exercise or defence of legal claims, including in cases where your Account was subject to content moderation action, suspension or ban;

(c) Content you have posted that has been viewed, shared or interacted with by other users may not be fully removable from all contexts. We will make reasonable efforts to remove your personally identifiable information from such content.

17. Please note that requesting deletion of your Account will result in the permanent loss of access to the Platform and all associated content and data.

Access to and Correction of Personal Data

18. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.

19. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.

20. We will respond to your request as soon as reasonably possible. In general, our response will be within thirty (30) business days. 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).

Protection of Personal Data

21. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures.

22. 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.

23. While we take reasonable precautions to safeguard your Personal Data in our possession or under our control, we cannot be held responsible for unauthorised or unintended access that is beyond our control, such as hacking or cybercrimes. We do not guarantee that our Website and Platform are invulnerable to security breaches, nor do we make any warranty, guarantee, or representation that your use of our Website, Platform and Services is safe and protected from viruses, worms, Trojan horses, and other vulnerabilities. We also do not guarantee the security of data that you choose to send us electronically. Sending such data is entirely at your own risk.

Accuracy of Personal Data

24. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing or via email at the contact details provided below.

Retention of Personal Data

25. We may retain your personal 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.

26. 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 purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

Transfers of Personal Data Outside of Singapore

27. In the course of operating our Platform, your personal data may be transferred to and processed by our service providers and contractors located outside of Singapore. These include but not limited to, cloud hosting and infrastructure providers, live streaming technology providers, payment processors, and software development contractors. Such transfers may involve countries including but not limited to the United States of America (USA), India, and Pakistan. We take steps to ensure that any such transfers comply with the

PDPA and that your personal data is accorded a standard of protection comparable to that provided under Singapore law.

Use of Cookies

28. The Platform may place and access certain cookies on your computer and/or any other electronic device used to access the Platform. We use cookies to improve your experience using the Platform and to improve the efficacy of our services. We have carefully chosen these cookies and had taken steps to ensure that your privacy is protected and respected at all times.

29. Users of the Platform are advised that if they wish to deny the use and saving of cookies from this Platform onto their computers and/or other electronic devices, they should take the necessary steps within their internet browsers' security settings to block all cookies from this Website.

30. You can choose to delete the cookies at any time. However, you may lose any information that enables you to access the Platform more quickly and efficiently including but not limited to personalisation settings.

External Websites

31. The Platform may contain links to external websites. We make no representations as to the quality, suitability, functionality or legality of the material on external websites that are linked to, or to any goods and services available from, such websites. The material is only provided for your interest and convenience. We do not monitor or investigate such external websites and we accept no responsibility or liability for any loss arising from the content or accuracy of the material and any opinion expressed in the material should not be taken as our endorsement, recommendation or opinion. This Policy does not extend to your use of such external websites. You are advised to read the privacy policy or statement of such external websites before using them.

Data Protection Officer

29. You may contact our Data Protection Officer via Email if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

To: contact@pottu.com.sg

Subject: Attention to Data Protection Officer (DPO)

Effect of Policy and Changes to Policy

30. This Policy applies in conjunction with any other notices, contractual clauses and consent clauses, our Terms and Conditions that apply in relation to the collection, use and disclosure of your personal data by us.

31. We reserve the right to amend our Privacy Policy at any time. We may notify you of material changes by posting the updated sections on the Platform(s) or via email and by updating the "Last Updated" date at the bottom of this document. Your continued use of our Platform(s)/services after such notice constitutes your acceptance of the updated sections.

- END -

Last Updated 01 May 2026