

TACTLINK PRIVACY POLICY

Before using our Tactlink Application and Services, please carefully read our Privacy Policy. YOUR BROWSING, ACCESSING OR USING OUR TACTLINK APPLICATION SHALL BE DEEMED AS THAT YOU FULLY ACCEPT THIS PRIVACY POLICY AND COMMIT TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DON'T AGREE TO OUR PRIVACY POLICY, PLEASE DON'T USE OUR TACTLINK APPLICATION AND SERVICES. IF YOU HAVE BEGUN USING OUR TACTLINK APPLICATION AND SERVICES, PLEASE IMMEDIATELY CANCEL YOUR ACCOUNT AND STOP THE USE. YOUR BROWSE AND USE OF OUR TACTLINK APPLICATION AND SERVICES MEANS YOU ACCEPT THAT THIS PRIVACY POLICY IS APPLICABLE TO YOU.

1. Definition and interpretation

"API" means application programming interfaces including but not limited to:

Facebook – login;
Google – login;
Linkedin – login; and
Firebase – Dynamic Links;

"Tactlink Application" means our free or paid software branded "TACTLINK®", including any web-based or browser-accessible versions, which serves as a contact management platform allowing Users to filter and search for contacts, manage digital business cards, and access related functionalities and services provided by Tactlink;

"Personal Data" refers to data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the organisation has or is likely to have access. This includes but is not limited to your name, contact information, user-generated content, IP addresses, device identifiers, browser data, and cookie information;

"Services" means all features, functionalities, content, tools, and services made available by Tactlink through the Tactlink Application, including any web-based or browser-accessible versions, and/or application programming interfaces for third parties to use;

"Us" or "We" refers to TACTLINK PTE. LTD. (UEN: 202142753R); and

"You" refers to the users (whether registered or not) of our Tactlink Application and the purchasers of paid services.

2. Applicability and content of Privacy Policy

2.1 Access to the Tactlink Application and use of the Services offered on the Tactlink Application by us is subject to this Privacy Policy. By accessing the Tactlink Application and by continuing to use the Services offered, you acknowledge and agree that you have read and understood this Policy and consent to our collection, use, disclosure, and/or processing of your Personal Data as described in this Privacy Policy and for the purposes set out in the Tactlink Standard Terms and Conditions ("Agreement"). Where required by law, we will obtain your explicit consent before processing sensitive data. We reserve the right to amend this Privacy Policy from time to time. If

you disagree with any part of this Privacy Policy, you must immediately discontinue your access to the Tactlink Application and your use of the Services.

- 2.2 As part of the normal operation of our Services, we collect, use and, in some cases, disclose information about you to third parties. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of your Personal Data when you use the Services on the Tactlink Application:

(a) Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.

(b) We will collect and use of Personal Data solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

(c) We will only retain Personal Data as long as necessary for the fulfillment of those purposes.

(d) We will collect Personal Data by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

(e) Personal Data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

(f) We will protect Personal Data by reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification.

- 2.3 We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of Personal Data is protected and maintained.

- 2.4 Our Tactlink Application may support third-party service and we may replace when necessary third-party service supplier from time to time. You understand and agree that if you use third-party service via our Tactlink Application, protection of your Personal Data will be subject to the third-party's Privacy Policy. Notwithstanding the foregoing, to the extent that we collect, uses or discloses Personal Data on your behalf or facilitates processing of your Personal Data through such third-party services, we shall remain responsible for the protection of such Personal Data in accordance with applicable laws.

- 2.5 We may engage third-party service providers, agents, and other organisations to perform services on our behalf, including but not limited to hosting, data analytics, payment processing, communications delivery, and customer support. These third parties will only be given access to your Personal Data as necessary to perform their functions and are contractually bound to protect your Personal Data in accordance with applicable laws and our internal data protection standards.

- 2.6 (a) We will retain your Personal Data for as long as necessary to fulfill the purposes for which it was collected, or as required or permitted by applicable laws and regulations.

(b) We will cease to retain Personal Data or remove the means by which the Personal Data can be associated with you, as soon as it is reasonable to assume that the purpose for which the

Personal Data was collected is no longer being served by retention, and retention is no longer necessary for legal or business purposes.

(c) In determining the appropriate retention period, we consider the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure, the purposes for which we process the Personal Data, whether those purposes can be achieved through other means, and applicable legal, regulatory, tax, accounting or other requirements.

3. Collection of your Personal Data

3.1 We provide and/or may provide services to you by means of website, software and other applications. We collect your information only for the purpose of providing products and services to you (functions designed for each product differs from one another; you should familiarise yourselves with these differences and make your own privacy settings based on your needs and the circumstance), improving your experience of using our products and services, facilitating your use of our products and services more expediently, obtaining the information that you need in a faster and more accurate way, and conducting the commercial exploration of big data application, on condition of ensuring legal compliance and protection of privacy.

3.2 We will ask you when we need information that personally identifies you (Personal Data) or allows us to contact you. Generally, this information is requested when you are ordering e-mail newsletters, joining a limited-access premium site, or when purchasing and/or registering our Tactlink Application. Personal Data collected by us often is limited to name, e-mail address, language, date of birth, educational background, company name, company address, company email, company contact number, company website address, company industry, country or location, but may include other information when needed to provide a service you requested.

For example: If you choose a service or transaction that requires payment, such as making a purchase, we will request Personal Data necessary for billing and/or shipping, such as: name, address, telephone number, and credit card number.

3.3 The information you may upload business card during using our services can be your Personal Data or the Personal Data of others protected by laws and may related to your or other's private information protected by law that may involve your or other's privacy, or is granted protection under copyright law, or other applicable intellectual property and data protection laws. You shall guarantee that you have obtained the necessary authorisation to copy and upload such data information.

3.4 We collect, use, and disclose the following categories of personal information:

(a) Information that you provide directly to the platform, including but not limited to names, job titles, company names, contact details, professional profiles, and other information contained in business cards, resumes, or related materials;

(b) Information relating to individuals who are not registered users of the platform, but whose information is included in content submitted by you (such as uploaded business cards, contact

lists, or user-generated notes), including names, job titles, company names, contact details, and professional affiliations;

(c) Information collected from, linked to, or referenced from third-party platforms (such as social media platforms, business networking sites, public directories, or company websites) or received indirectly through you. This includes, but is not limited to, profile information, contact details, and publicly available professional or business information; and

(d) Any other information reasonably necessary for the operation of our platform and the legitimate business interests of the company, including information needed to maintain, improve, protect, and develop our services.

We collect and use this information to operate, maintain, and enhance our platform; enable you to manage and access professional contact information; improve data accuracy and completeness; facilitate professional networking and connections; comply with legal obligations; and protect the security and integrity of our services.

- 3.5 Where you submit, upload, or otherwise provide personal information of third parties (including non-users) to the platform, you represent and warrant that you have obtained all necessary consents or have another lawful basis to disclose such information to us, and that such disclosure complies with all applicable data protection laws, including the Personal Data Protection Act 2012 of Singapore.
- 3.6 When you buy and install a new product, we may ask you to register your purchase electronically. We keep this registration information on file with any information you've already given us on previous visits to our website.
- 3.7 We also collect certain information about your computer hardware and software. This information may include: your IP address, browser type, operating system, domain name, access times and referring Web site addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the site.
- 3.8 You agree that the scope of information we collect mentioned above can be properly adjusted with development of legal and regulatory provisions, development of technology and business and user's feedback, or other relevant factors relating to the business of Tactlink.

4. Use of your Personal Data

4.1 We use your Personal Data for the following purposes:

- (a) To ensure our site is relevant to your needs.
- (b) To deliver services, such as newsletters, events, software, that you request or purchase.
- (c) To help us create and publish content most relevant to you.
- (d) To alert you to product upgrades, special offers, updated information and other new services from us, if you so request.

(e) To allow you access to limited-entry areas of our site as appropriate.

(f) Research purposes.

4.2 We may disclose your Personal Data if required to do so by law or in the good-faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on us or the site; (b) protect and defend our rights or property and its website, or (c) act in urgent circumstances to protect the personal safety of our employees, users of our products or services, or members of the public.

5. Control of your Personal Data

5.1 When you register, or otherwise give us Personal Data, we will not share that information with third parties without your permission, other than for the limited exceptions already listed. It will only be used for the purposes stated above.

5.2 We may send out periodic e-mails informing you of technical service or security issues related to a product or service you requested, or confirming you requested a product or service.

6. Access to your Personal Data

6.1 We will provide you with the means to ensure that your Personal Data is correct and current.

6.2 (a) We may communicate with you regarding your Personal Data, the Services, or legal matters through any communication channels, including but not limited to email, SMS, in-app notifications, messaging applications (such as WhatsApp, Telegram, or similar platforms), website announcements, telephone calls, or postal mail. Such communications may include, but are not limited to, updates to our Privacy Policy, changes to our Terms and Conditions, service-related notifications, security alerts, or information required by applicable law.

(b) You are responsible for reviewing the Privacy Policy periodically to stay informed of any updates or changes. Your continued use of the Services after any changes to the Privacy Policy constitutes your acceptance of the updated terms, whether or not we have separately notified you.

6.3 You have the right under the Personal Data Protection Act 2012 to request access to your Personal Data, request correction of any inaccuracies, withdraw your consent to our use of your Personal Data, and lodge a complaint with the Personal Data Protection Commission if you believe your rights have been infringed.

6.4 If you have any questions, concerns, or complaints about our processing of your Personal Data, you may contact our Data Protection Officer by email at info@tactlink.com. We will acknowledge receipt of your inquiry or complaint as soon as practicable and aim to provide a substantive response in accordance with the applicable laws.

7. Security of your Personal Data

- 7.1 We strive to take various security technologies and measures to protect the information and data stored in systems against authorised access, use or disclosure of the same. However, we do not give any warranty that such security measures are able to curb ALL risks due to the complexity of the security environment of the internet.
- 7.2 We perform our obligations in relation to the security and protection of Personal Data in accordance with applicable laws in Singapore, including Personal Data Protection Act 2012. However, we do not assume any liability in any unlikely event of security breach not directly caused by us.
- 7.3 In the event of any breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, we will assess whether the breach is notifiable under applicable laws. Where required, we will notify the relevant authorities and affected individuals within the applicable legal timeframes under the Personal Data Protection Act 2012.
- 7.4 Where we transfer your Personal Data outside of Singapore, we will take appropriate steps to ensure that the recipient of the Personal Data provides a standard of protection comparable to that under the Personal Data Protection Act 2012. Such steps may include entering into legally enforceable agreements, ensuring compliance with binding corporate rules, or relying on statutory exemptions under applicable law. Transfers will only be made for the purposes set out in this Privacy Policy.
- 7.5 If you have any questions or concerns regarding the processing of your Personal Data, or if you wish to exercise any of your rights under the Personal Data Protection Act 2012, you may contact our designated Data Protection Officer at: info@tactlink.com.

8. Protection of Children's Personal Information

- 8.1 Our targeted users are not children and does not knowingly collect any personal information from children.
- 8.2 Our Tactlink Application and Services are not intended for individuals under the age of 13. We do not knowingly collect personal information from individuals under the age of 13 without the consent of a parent or legal guardian. If you are under the age of 13, you must not use our Tactlink Application or Services without the consent of your parent or legal guardian. We reserve the right to take appropriate steps to verify age and obtain parental consent where required.

9. Use of Cookies

- 9.1 When someone visits the site, a cookie is placed on the customer's machine (if the customer accepts cookies) or is read if the customer has visited the site previously. One use of cookies is to assist in the collection of the site visitation statistics described above.

- 9.2 We also use cookies to collect information on which newsletter links are clicked by customers. This information is used to ensure we are sending information customers want to read. It is collected in aggregate form and never linked with your Personal Data.
- 9.3 You may configure your browser or mobile device settings to block, delete, or manage the use of cookies. Please note that disabling cookies may impair the functionality, performance, and features of the Tactlink Application and Services. Our use of cookies is limited to those necessary for the operation of the Tactlink Application, analytics purposes, and to improve user experience. You acknowledge and agree that cookies are used unless and until you disable them through your device settings.
10. Cancellation of personal account
- 10.1 (a) Upon cancellation or termination of your account for reasons as stated in the Agreement, you will no longer be able to access your account and we will not be obliged to retain or provide information under your account. Except as otherwise required by law, your Personal Data shall be removed if so requested by you.
- (b) Except as otherwise required by law, your Personal Data shall be securely deleted or anonymised upon your written request.
- (c) To request the deletion of your Personal Data, you may contact us by sending an email to info@tactlink.com with the subject line "Deletion Request" and providing sufficient information to verify your identity and the details of your request.
11. Liability and Indemnity
- 11.1 Except where prohibited, we shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of our website of Tactlink Application. These exclusions include, without limitation, damages for lost profits, lost data, computer failure, or the violation of your rights by any third party, even if we have been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based.
- 11.2 If we use your information under any circumstance other than that specified herein, we will obtain your prior consent.
12. Remedies
- 12.1 In the unlikely event that your Personal Data has been or may be leaked, lost or destructed, we will take remedies within reasonably practicable time and notify you within reasonable time (via alert/announcement posted on the website, push notification, text, telephone or e-mail) and report to the relevant authority; In any event of leakage, destruction or loss where the threat level is high, our remedies may include discontinuation of service for the account involved (to be

resumed soonest practicable). If our remedies require your assistance, you shall be required to render your full assistance.

- 12.2 If you are aware your Personal Data has been or may be leaked, please notify us in a timely manner. We will use our best efforts to take commercially reasonable measures to offer assistance.
- 12.3 Notwithstanding the above, you shall agree that we are not liable for: -
 - (a) Information divulged due to computer virus, trojan and hacker attack;
 - (b) Personal Data divulged because you tell your password to others, cause others to have your password, or share a registered account with others; or
 - (c) Any other divulgence of Personal Data not caused by us.

13. Law and Jurisdiction

- 13.1 When you browse or use our Tactlink Application, you agree that you will comply by the laws of Singapore, and you submit to the exclusive jurisdiction of the courts of Singapore for all legal proceedings arising out of or relating to this Privacy Policy or your use of the Tactlink Application (including any non-contractual disputes or claims), without regard to any conflicts of law principles.
- 13.2 Nothing in this Privacy Policy shall limit your rights under any mandatory consumer protection laws or data protection laws which may apply to you under applicable local laws.
- 13.3 If any part of this Privacy Policy is found to be void, unenforceable or invalid, it shall not affect the other provisions of this Privacy Policy. The Privacy Policy is to be interpreted with the unlawful, invalid or unenforceable clause or part being deleted.

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Effective Date: 27th May 2025