



PRIVACY POLICY

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This Privacy Policy ("**Policy**") sets out the basis which *Bhavna Pte Ltd* ("**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.

Personal Data

1. As used in this Policy; "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. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include name, residential address, email address and telephone number.
3. Other terms used in this Policy shall have the meanings given to them in the PDPA (where the context so permits).

Collection, Use and Disclosure of Personal Data

4. 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).
5. We may collect and use your personal data for any or all of the following purposes:

(a) operating our website and/or its subdomains ("**Website**");(b) performing our statutory functions and administering our activities; (c) communicating with our members and customers; (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.
6. This Policy does not apply to aggregated information which summarises statistical information about groups of members, and which does not include name, contact information, or any other information that would allow any particular individual to be identified.
7. We may disclose your personal data:

(a) where necessary to enforce the Terms of Use; (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: (a) conform to the edicts of the law or comply with legal processes served on us or the Website; (b) protect and defend our rights or property; and (c) act under exigent circumstances to protect the personal safety of users of the Website; or (e) where your consent has been obtained for disclosure.

8. Where your use of the Website 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 Website.

Withdrawing Your Consent

9. 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 in writing or via email to our Data Protection Officer at the contact details provided below.

10. Upon receipt of your written request to withdraw your consent, we may require reasonable 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) business days of receiving it.

11. 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 clause 9 above.

12. 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.

Access to and Correction of Personal Data

13. 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.

14. 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.

15. 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

16. 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.

17. 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.

Accuracy of Personal Data

18. 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

19. 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.

20. 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

21. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

Use of Cookies

22. The Website may place and access certain cookies on your computer and/or any other electronic device used to access the Website. We use cookies to improve your experience using the Website 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.

23. Users of the Website are advised that if they wish to deny the use and saving of cookies from this Website 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.

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

External Websites

25. The Website contains 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

26. You may contact our Data Protection Officer 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:

Contact No. : 6280 0110

Email Address: compliance@bhavna.com.sg

Address: Bhavna Pte Ltd,

5 Pereira Road, Asiawide Industrial Building, #04-03

Singapore 368025

Effect of Policy and Changes to Policy

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

28. We may update this Privacy Policy from time to time. Any changes will be posted on this page with a revised version.