

## PRIVACY POLICY

We, Kristal Advisors (SG) Pte Ltd and other members of the Kristal Group (*as defined below*) (collectively referred to as "**Kristal.AI**", "**we**", "**us**", "**our**" hereinafter) recognize the importance of safeguarding your personal data and are committed to protecting your personal data under the Personal Data Protection Act 2012 (No.26 of 2012) of Singapore (the "**PDPA**").

The Services, Platform and Applications (*all, as defined hereinbelow*) are owned and operated by Kristal.AI, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective representatives, administrators, employees, directors, officers, agents and their successors and assigns.

By using, accessing and registering for the Services, Platform and/or Applications, whether through a mobile device, mobile application or computer, the User (*as defined below*) agrees to be bound by the terms of service (the "**Terms of Service**"), the client agreement signed between Kristal.AI and the User for availing the Services (the "**Client Agreement**") and this Privacy Policy (the "**Policy**") and by continuing to use our Services, Platform and/or Applications the User is deemed to be consented to Kristal.AI's collection, use, disclosure, and processing of Personal Data (*as defined below*), whether or not the User creates an account / login credentials to avail of the Services.

This Policy (together with the Terms of Service, the Client Agreement and any other document(s) referred to in the Terms of Service and Client Agreement) sets out the basis on which any Personal Data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your Personal Data and how we will treat it.

We will comply with the PDPA and other applicable data protection and privacy laws, such as the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (the "**GDPR**").

Kristal Advisors (SG) Pte Ltd is a controller of the Personal Data collected from you through the Platform, Services and/or the Application.

The headings of each section in the Policy are only for the purpose of organizing the various provisions under the Policy in an orderly manner and shall not be used by either Party (*as defined below*) to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties (*as defined below*) that the headings shall have no legal or contractual value.

Please notify us and stop using our Services immediately if you do not consent to this Policy.

### Definitions

"**Application**", singular or plural, refers to any of our html-based / internet-based computer programs, smart phone, tablet or personal computer applications and all other software programs made available to Users by us.

"**Content**" means (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share,

submit, or otherwise provide in any manner to the Platform; and (2) any other materials, content, or data you provide through any channel to Kristal.AI.

**"Core Data"** means statistical collective data amongst users produced by the Kristal Group as part of the Service.

**"Customers"** means registered Users of the Platform who have completed the onboarding procedure comprising but not limited to Know Your Customer ("**KYC**") checks and risk profiling. For the avoidance of doubt, Users who are simply accessing information on the Platform or Users who have completed the "sign-up" process but not the KYC checks and risk profiling process are not Customers.

**"Intellectual Property"** means the technology and Content of the Services, including, but not limited to, the "look and feel" (such as text, graphics, images, illustrations, logos, button icons) of our Platform, Applications and all other material, Core Data, photographs, videos, tutorials, editorial content, notices, software and other content, that are the property of the Kristal Group (and/or its licensors), which is protected by copyright, trademark, patent and other intellectual property laws in all applicable jurisdictions.

**"Kristal Group"** includes Kristal.AI (using whatever trading names as it considers appropriate for its business and marketing purposes) and any company which may from time to time be established and which may fall under the majority ownership and control of the officers of Kristal.AI including the parent or holding company and any subsidiary and any company which has a strategic or operational partnership agreement with the Company. Kristal Group shall include without limitation to the following: O2O Technologies Pte Limited (a limited liability company registered in Singapore with registered number 201601167H, and being the operator of the Platform), O2O Software Services Private Limited, Kristal.AI Technologies Ltd, Kristal.AI Capital Private Limited, Kristal Advisors Private Limited, Kristal Advisors (HK) Ltd, Kristal.AI Holdings Pte. Ltd.

**"Kristals"** are the strategies or products the Customer may invest in. The singular form is referred to as "Kristal".

**"Opt-Out"** means (as the case may be) a tick on our login page indicating your refusal to our use of your Personal Data and the mechanism explained in Clause 8.

**"Party"** refers individually to each of you and the Kristal Group.

**"Parties"** refer to both you and the Kristal Group collectively.

**"Personal Data"** means data comprising Personal Identification Information (*as defined below*) and the Non-Personal Identifiable Information (the "**NPII**"). NPII includes, but is not limited to, your IP address, cookies, third party's cookies and web pages that have been viewed by you. For the avoidance of doubt, Personal Data includes (without limitation) Personal Financial Data and Additional Information (*as defined below*).

**"Personal Financial Data"** means financial account statements and other financial data that you provide to us or authorize us to have access in order to deliver the Services to which you have subscribed.

**"Personal Identification Information"** means your name, address, identification number, phone number, payment details and/or other information by which you may be personally identified.

**"Platform"** means [www.kristal.ai](http://www.kristal.ai) or such website or any other mobile application powered by O2O Technologies Pte Ltd to provide Services, but does not include any website or mobile application owned or operated by a third party that may be accessed from any page on [www.kristal.ai](http://www.kristal.ai) or mobile application powered by O2O Technologies Pte Ltd.

**"Services"** means the account aggregation, portfolio visualization, advisory, transaction execution, order management, analytics and reporting services and other services made available by the Kristal Group in relation to the investments made by the Customer in one or more Kristals. Services offered may vary across jurisdictions. It is clarified that the use of the Platform and Services shall be subject to the fees payable by you in accordance with the Client Agreement ("**Fees**").

**"User"** capitalized or otherwise, means the person who accesses and/or uses, the Services, and, if authorized and applicable, the entity on whose behalf any person accesses or uses the Services. It is clarified that the term User shall include all Customers.

**"You"** capitalized or otherwise means the User or Customer. "**Your**", capitalized or otherwise, has a corresponding meaning.

## **1. Information We Collect**

1.1 In order to provide Services to you, we may collect, use, or disclose the following data about you:

- (a) information that you provide by filling in forms on the Platform or through another remote channel or sent to us physically. This includes information provided at the time of registering to use the Platform, our Services, posting material or requesting further Services from us. We may also ask you for information at other times, for example in connection with a promotion or when you report a problem with the Platform;
- (b) if you contact us, we may keep a record of that correspondence;
- (c) we may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them;
- (d) details of transactions you carry out through the Platform and of the fulfilment of your orders;
- (e) details of your visits to the Platform and the resources that you access;
- (f) documents uploaded on to the Platform; and
- (g) details of bank/ broker accounts which you link to our Platform.

(Clauses 1.1 (a) to (g) shall together be referred to as "**Additional Information**")

**2. Uses Made of the Data**

21 By using our Services, making an application or accessing the Platform, you grant us the permission to collect, use, copy, transmit, store and back-up your Personal Data for purposes of the Services and/or for any other purpose(s) as contemplated by the Policy, the Terms of Service and the Client Agreement. This is subject to the restrictions in Clause 8.

22 We shall not be responsible for the authenticity of the Personal Identification Information or Personal Data or any other information supplied by you to us or any other person acting on our behalf.

23 The purposes for which Personal Data may be used by us include:

- (a) Conducting anti-fraud, anti-money laundering and countering of terrorism financing (“AML/CFT”) and identity verification and authentication KYC checks;
- (b) ensuring that the content(s) of the Platform are presented in the most effective manner for you and for your computers and other devices;
- (c) providing you with alerts, newsletters, education materials or information that you have requested or signed up to;
- (d) carrying out our obligations arising from any contracts entered into between you and us;
- (e) allowing you to participate in interactive features of our Services, when you choose to do so;
- (f) complying with laws and regulations applicable to us or any of our affiliates in any applicable jurisdiction;
- (g) legal proceedings, including collecting overdue amounts and seeking professional advice;
- (h) improving and furthering our products;
- (i) promoting and marketing our Services and products subject to your exercise of the Opt-Out; or
- (j) purposes directly related or incidental to any of the above.

24 We process your Personal Data for these purposes listed above on the following legal basis:

- (a) it is necessary for the performance of the contract of providing the Services to you or in order to take steps at your request prior to entering into the contract;
- (b) to comply with our legal and regulatory obligations;
- (c) to protect our legitimate interest in: (i) responding to your queries; (ii) providing

Services and / or information to you.

You can object to processing based on our legitimate interest at any time by contacting us at: [compliance@kristal.ai](mailto:compliance@kristal.ai). Please also check Clause 10 for the details.

25 We will keep the Personal Data we hold confidential and take steps to prevent unauthorized disclosures of the same to the best of our ability. However, we will disclose such information to:

- (a) personnel, employees, agents, advisers, auditors, contractors, financial institutions, and service providers to the extent reasonably necessary for the provision and maintenance of the Services or in connection with any of our operations;
- (b) our overseas offices, affiliates, business partners and counterparts (if any);
- (c) the requisite persons in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violation of the Terms of Service or the Policy;
- (d) persons under a duty of confidentiality to us;
- (e) persons to whom we are required to make disclosure under applicable laws and regulations; or
- (f) actual or proposed transferees or participants of our Services.

26 **Core Data:** For producing Core Data, we may aggregate your Personal Financial Data together with similar data from other Users. Core Data will be produced in such a manner that the underlying data will be anonymized or pseudonymized and no longer be identifiable to any specific User. We may share Core Data amongst Users as part of the Services provided, and also with our business partners and other third parties to help us make improvements and/or enhancements to our products and Services and for marketing, research and academic purposes.

27 We work with third-party service providers in order to provide Services to you. We may disclose or share your Personal Data that you share with Kristal.AI or any other entity of Kristal Group, to such third-party service providers. These third-party service providers may have access to or process your Personal Data for the purpose of providing these services for us.

### 3. **Cookies Policy.**

3.1 We may automatically track certain information about you based upon your behavior on our Platform or while accessing our Services. You agree that we may use such information to do internal research on our Users' demographics, interests, and behavior to better understand, protect and serve our Users. This information is compiled and analyzed on an aggregated basis.

3.2 The Platform uses cookies to distinguish you from other Users of the Platform. This helps

us to provide you with a good experience when you browse the Platform and also allows us to improve the Platform. By continuing to browse the Platform, you are agreeing to our use of cookies. Usage of a cookie is in no way linked to any personally identifiable information on our Platform.

33 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer and of your other device if you agree. Cookies contain information that is transferred to your computer's hard drive.

34 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies, you may not be able to access all or parts of the Platform. If you do not consent to our use of cookies, you should adjust your browser settings accordingly or not use any of the Services. You further agree that if you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Platform, we may collect and/or store such information.

35 We use the following cookies:

(a) **Strictly necessary cookies.** These are cookies that are required for the operation of the Platform. They include, for example, cookies that enable you to log into secure areas of the Platform, use a shopping cart or make use of e-billing services.

(b) **Analytical/performance cookies.** They allow us to recognize and count the number of visitors and to see how visitors move around the Platform when they are using it. This helps us to improve the way the Platform works, for example, by ensuring that Users are finding what they are looking for easily.

(c) **Functionality cookies.** These are used to recognize you when you return to the Platform. This enables us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

36 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. For the avoidance of doubt, this Privacy Policy does not cover the use of cookies by any third parties, and we are not responsible for their privacy policies and practices. Please be aware that cookies placed by third parties may continue to track your activities online even after you have left our Platform, and those third parties may not honour 'Do Not Track' requests that you have set using your browser or device.

#### 4. Analytics

4.1 We may use the following third-party web analytics services on the Platform. The service providers that administer these services use technologies such as cookies, web server logs and web beacons to help us analyze how visitors use the Platform. The information collected through these means (including IP address) is disclosed to these service providers, who use the information to evaluate use of the Platform. These analytic services may use the data collected to contextualize and personalize the marketing materials of their own advertising network.

42 Google Analytics

- (a) Google Analytics is a web analysis service provided by Google Inc. ("Google"). Google's ability to use and share information collected by Google Analytics is in accordance with its policies: <http://www.google.com/policies/privacy/partners/>
- (b) You can prevent Google's collection and processing of data by using the Google Ads Settings page or by downloading and installing its browser plug-in (<https://tools.google.com/dlpage/gaoptout>).

**5. Security**

5.1 What we do

- (a) We are committed to the safety and security of your Personal Data. We use a world class cloud infrastructure provider for storing all information and for hosting the Platform. We place your Personal Data in an encrypted database and filesystem and deploy firewalls, SSL and encryption technology for data transmission.
- (b) We may hold your Personal Data on servers in Singapore, Australia, Hong Kong, India and/or any other territories in order to comply with the applicable law and/or as we see fit from time to time. We may also transfer your Personal Data to our overseas offices or to any of the persons listed in clause 2.5 above, who may be located in any part of the world. Such transfers are undertaken in accordance with applicable laws and regulatory obligations. Please refer to Clause 8 for the details.
- (c) We subject ourselves to regular checks by third party security evaluation specialists and restrict access to your Personal Data by our staff on a need-to-know basis only. Once we have received your Personal Data, we will use strict procedures and security features to try to prevent, as far as is reasonably possible, unauthorized access to your Personal Data.
- (d) You shall accordingly agree that we shall not be held liable for any accidental dissemination of Personal Data that has occurred in spite of our best efforts and procedures to maintain confidentiality.

5.2 What you should and should not do

You should keep your user ID/username and password strictly confidential at all times and should not share these details with anyone. In public areas, you should exercise caution and not leave your computer/device unattended especially whilst logged into your account. The use of established malware and virus protection software and apps for your device is recommended. You should also avoid using public computer terminals to access your account, unless you can adequately verify that the terminal is free from spyware and that you can erase all of your information upon exiting the terminal. We will not be liable for any loss or damage arising from unauthorized access to your account due to any failure to comply with these precautions.

## 6. **Changes to this Policy**

By using the Platform, you agree to the terms of this Policy. We may revise the terms of this Policy from time to time and will always present the most up-to-date version on our Platform. It is your responsibility to periodically review and keep yourself apprised of the latest terms but, if any revision meaningfully affects your rights, we will take reasonable steps to notify you of such changes.

## 7. **Third Party Links**

Our Services and Platform may contain links to third party applications/websites. Please note that when you click on one of these links, you are entering another application/website over which we have no control and will bear no responsibility. Often these applications/websites require you to enter your Personal Identification Information and further, use and collect your Personal Data. We encourage you to read the privacy statements/policies on all such applications/websites as their policies may differ from our Policy and Terms of Service. You agree that we shall not be liable for any breach of your privacy of Personal Data or loss incurred by your use of these applications/websites.

## 8. **Data Retention. International Transfers**

8.1 We retain Personal Data for as long as it is necessary. It may be archived as long as we believe that the purpose for which it was used still exists. We will retain your Personal Data until the purpose for which that Personal Data was collected is no longer being served by the retention of the Personal Data, and the Personal Data does not need to be retained any longer for any legal or business purpose. If any part of the Personal Data has been collected as part of our AML/CFT measures, we may retain such Personal Data for at least five (5) years after the termination of the business relationship with you.

8.2 If you decide to stop using our Services, we will delete all your Personal Data within a reasonable time after the termination of the Services or after cessation of the subject matter to which such Personal Data relates, subject to retention for purposes of complying with applicable laws, resolving disputes, enforcing the terms of our agreement with you and protecting our legitimate interests.

8.3 Sometimes, the Personal Data we collect in accordance with this Policy may be retained, transferred, or processed outside the territory you are situated in. We will take measures that are reasonably within our means to ensure that the recipient(s) of your Personal Data located outside the territory where you are situated will provide to your Personal Data an adequate level of protection. However, if data needs to be retained, transferred to, or processed in countries that have less stringent personal data protection laws than those applicable in your territory, in order to provide you with the Services, you are deemed to consent to such transfer, storage, or processing in providing your Personal Data to us during your use of the Platform.

8.4 However, if you are a resident of the European Union (“EU”) we will only transfer your Personal Data outside of the European Economic Area (“EEA”):

- (a) where the transfer is to a place that is regarded by the European Commission as providing adequate protection for your Personal Data; or



- (b) where we have put in place appropriate safeguards to ensure that your Personal Data is protected (for example where both parties involved in the transfer have signed standard data protection clauses adopted by the European Commission); or
- (c) the above does not apply but we are still legally permitted to do so, for example if the transfer is necessary for (i) for the performance of a contract between you and us or the implementation of pre-contractual measures taken at your request, or (ii) the establishment, exercise or defence of legal claims.

You can request further detail about the safeguards that we have in place in respect of transfers of Personal Data outside of the EEA and where applicable a copy of the standard data protection clauses that we have in place, by contacting us at: [compliance@kristal.ai](mailto:compliance@kristal.ai).

85 Where your Personal Data must be shared with third parties in circumstances that are not reasonably contemplated within the normal course of our dealings with you, we would usually first seek your consent unless the disclosure:

- (a) is required or authorised based on the applicable laws and/or regulations;
- (b) is clearly in your interests, and if consent cannot be obtained in a timely way;
- (c) is necessary to respond to an emergency that threatens the life, health or safety of yourself or another individual;
- (d) is necessary for any investigation or proceedings;
- (e) is required by a law enforcement agency;
- (f) is to a public agency and necessary in the public interest; and/or
- (g) where such disclosure without your consent is permitted by law.

86 If you are a resident of the EU, and if we do store any of your data in the EEA, when we transfer the data outside the EEA under Clause 5 and 7, this is done either on the basis that it is necessary for the performance of the agreement with you, or that the transfer is subject to the applicable laws in the EU or under the GDPR.

## 9. **Direct Marketing Policy**

9.1 We intend to use your Personal Data and Additional Information in direct marketing. We may also provide your Personal Data to other persons for their use in direct marketing, whether or not such persons belong to Kristal.AI.

9.2 As further explanation, please note that:

- (a) the following classes of services, products and subjects may be marketed in direct marketing:
  - (i) our Services and products related to the Platform and/or our affiliates; and
  - (ii) invitations to events such as webinars, seminars, round tables, talks;

- (b) we may conduct direct marketing via fax, email, direct mail, telephone and other means of communication or send e-newsletters to you.

93 HOWEVER, we cannot do so without your consent and request that you provide the same by NOT ticking the box on our Platform login page. If you decide to tick the 'Opt-Out' box, you are indicating that you DO NOT wish Kristal.AI to use your Personal Data in direct marketing and DO NOT wish to receive direct marketing materials by phone, SMS, mail, email, fax or any other communication channels and DO NOT wish Kristal.AI to provide your Personal Data to any other persons for their use in direct marketing, whether or not such persons are members of Kristal.AI except where you have applied for or will apply for any product or service that is provided by Kristal.AI jointly with a co-branding partner, such Opt-Out will not apply to such co- branding partner to whom you have consented or shall consent to the provision of your Personal Data separately.

## 10. **Rights in relation to your Personal Data**

10.1 You have the following rights:

- (a) to check whether we hold Personal Data about you and to access such data;
- (b) to require us to correct as soon as reasonably practicable any data relating to you that is inaccurate;
- (c) to ascertain our policies and practices in relation to Personal Data and the kind of Personal Data held by us; and
- (d) to object to the use of your Personal Data for marketing purposes and that we shall not use your Personal Data for marketing purposes after you communicate your objection to us.

10.2 Please send requests for such objections, access to data, correction of data, information regarding policies and practices and kinds of data held, questions or complaints to: [compliance@kristal.ai](mailto:compliance@kristal.ai). We reserve the right to charge a reasonable fee for processing any data access request(s).

10.3 Once we have sufficient information to deal with your request or objection, we will seek to provide you with the relevant Personal Data or information within thirty (30) days of your request, unless otherwise stated.

## 11. **Rights under the GDPR**

If you are a resident of the EU, you may have the following rights in relation to your Personal Data under the GDPR:

11.1 **Right to information.** You are entitled to request confirmation from us at any time as whether we are processing your Personal Data. If this is the case, you are also entitled to receive information about such Personal Data and other specific information including contact details of the controller and the purposes and legal bases for processing your Personal Data.

- 112 **Right to erase the information ("Right to be forgotten")** - You may request that we delete the data we hold about you in the following circumstances:
- (a) our continued holding of your personal data is no longer necessary for the purposes for which such data had been collected;
  - (b) having provided your consent earlier, you now wish to withdraw your consent to our processing your data, and there is no other legal ground under which we can process the data;
  - (c) you do not wish to receive updates, news about promotions or marketing materials from us that have been customized using data we have about you; or
  - (d) the data we hold about you have been unlawfully processed in a manner not in accordance with applicable laws.
- 113 **Right to rectify the information.** You shall have the right to obtain the rectification of inaccurate or incorrect Personal Data concerning you.
- 114 **Right to restrict the processing of the information.** You have a right to require us to stop processing the data we hold about you other than for storage purposes in certain circumstances. However, if we stop processing the data, we may use it again if there are valid grounds under applicable laws for us to do so, including laws relating to AML/CFT.
- 115 You may request us to stop processing your Personal Data and only store the data we hold about you if:
- (a) You contest the accuracy of the Personal Data, for the period it takes for us to verify whether the Personal Data is accurate;
  - (b) You are of the view that the processing of your Personal Data is unlawful, and you only want us to restrict its use;
  - (c) We wish to erase the Personal Data as it is no longer necessary for our purposes, but you require it to be stored for the establishment, exercise or defence of legal claims; or
  - (d) You have objected to us processing the Personal Data we hold about you, pending verification whether our legitimate grounds override yours.
- 116 **Right to data portability of the information supplied to Kristal.AI.** you shall have the right to receive the Personal Data concerning you, which you have provided to us in a structured, current and machine-readable format, and have the right to transmit those data to another controller or processor; and
- 117 **The right to object.** You have the right to object to certain types of processing, on grounds relating to your particular situation, at any time insofar as that processing takes place for the purposes of legitimate interests pursued by us or by a third party. We will be allowed to

continue to process your personal data if we can demonstrate “compelling legitimate grounds for the processing which override your interests, rights and freedoms” or we need this for the establishment, exercise or defence of legal claims.

- 11.8 **Right to limitation of processing.** Under certain conditions you are entitled to request from us the limitation of the processing of your Personal Data.
- 11.9 **Right of revocation.** You have the right to revoke your consent to the processing of your Personal Data at any time with effect for the future without incurring any costs other than the transmission costs according to the basic rates.
- 11.10 **The right in relation to automated decision making and profiling.** You have the right not to be subject to a decision by us based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you unless you have given your explicit consent or unless otherwise permitted under the GDPR.
- 11.11 **EU residents providing Kristal.AI with Personal Data can exercise the above rights by writing to us at [compliance@kristal.ai](mailto:compliance@kristal.ai).**

## 12. **Complaints Process. Data Protection Officer**

In the event you have any grievances or questions about the Policy or if you wish to make a complaint regarding any violation of the provisions of the Policy and the way your Personal Data is processed, you may contact us at the details as set out below, pursuant to which your grievance shall be redressed within 1 (one) month from the date of receipt of grievance/complaint.

Name: Justus Sim  
Email ID: [justus@kristal.ai](mailto:justus@kristal.ai)

For Users who are residents of the European Union:

Name of Controller: Justus  
Sim Email: [justus@kristal.ai](mailto:justus@kristal.ai)

Name of EU Representative: Justus  
Sim Email: [justus@kristal.ai](mailto:justus@kristal.ai)

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