

This FAQ is meant to provide guidance to PIAS advisers on DNC requirements and implementations. They do not constitute legal advice and should not be misinterpreted or misused.

- 1. In event my client provides me with clear and unambiguous consent to receive marketing messages, does this consent expire?**

Answer: No, there is no expiry date to the consent. The consent is valid as long as your client does not withdraw his/ her consent.

- 2. In the event that my client has provided me clear and unambiguous consent and then subsequently register his/ her number with the Do Not Call ("DNC") Registry, can I continue to call or send him/ her marketing messages?**

Answer: Yes, consent given before registration with the DNC Registry will continue to be effective for the purposes of the Do Not Call Provisions. If you have obtained clear and unambiguous consent from your client to send marketing messages to his/her Singapore telephone number (subject that consent has not been withdrawn), it is not necessary to check that Singapore telephone number against DNC Registry.

- 3. Can I send an email to my clients and inform them that if they do not wish to receive marketing messages via voice call, sms/mms or faxes, they can reply my email to opt out?**

Answer: No, you cannot assume that a client has consented to receiving marketing messages via voice call, sms/mms or faxes just because the client does not reply to your email to opt out. A mere failure to opt out through inaction on the part of your client does not amount to clear and unambiguous consent. It must be opt in.

- 4. Does sending sms / fax to my clients with the objective of inviting them to attend seminar/ client events come under the DNC provision?**

Answer: To determine whether the SMS or fax invitations to such investment seminars or events come under the DNC provision, it is important to examine if this falls within the ongoing relationship exemption. The PDPC is likely to look at the context in which the relationship between PIAS and the client in question was formed. Thus, whether such seminars / events fall within the scope of the ongoing relationship with a client will very much depend on the context in which the relationship was formed, or has been carried on. If such seminars and events are part of the products and services that PIAS is offering to its clients, then more likely than not, SMS or fax invitations sent to existing clients to inform them of these seminars and events would fall under the exemption.

Do note also that in order to rely on the exemption, there are conditions and requirements.

- 5. Should my client wish to refer his/her friends to me, do I need to check against DNC Registry?**

Answer: You must ensure that you gotten a warranty/ declaration from your client/ friend declaring that the leads that he/ she is providing are legitimate and are indeed consented by the leads themselves. Please arrange to have your client complete and sign the PIAS Client Referral Form. However if you have any concerns as to whether the leads have actually consented to receiving such marketing calls or SMS, you should check the Singapore telephone numbers provided to you against the DNC Registry before making any marketing messages over voice calls, sms or fax to the leads. In the alternative, you may wish to send emails to these leads to seek their consent for you to call or send sms or faxes to them.

6. Are business-to-business (B2B) marketing calls or messages covered under the DNC provisions?

Answer: B2B marketing messages where a company makes calls, or sends sms or faxes to market its goods or services to another company for the purposes of the other company, are not covered by the DNC provisions.

7. Are marketing messages sent through applications such as Whatsapp and Viber covered under the DNC provisions?

Answer: The DNC provisions apply to all means by which a sender may send a marketing message to a Singapore telephone number, including data applications which use a Singapore telephone number such as "Whatsapp", "Viber" and "iMessage" and such similar applications.

8. Are emails and mail delivered by post covered under the DNC Registry?

Answer: No, emails and mails delivered by post are not included within the scope of the DNC registry.

9. Can my client withdraw consent (e.g. voice call) on only one of several telephone numbers provided to PIAS?

Answer: No. At the moment, you will have to inform clients that if they wish to withdraw their consent to be contacted by marketing messages through voice calls, this will apply to all of their telephones numbers previously provided to PIAS.

10. Are recruitment calls covered under the DNC provisions?

Answer: No. Messages sent solely to promote an employment opportunity would not be covered under the DNC provisions.

11. Can my client give consent such that it specifies that only I can call him/her?

Answer: No. Consent for call, SMS, and/or fax is provided to PIAS as an organisation and not to the individual PIAS Financial Adviser Representative (FAR). Therefore, another PIAS FAR may call client if the client has given his/her consent to PIAS.

12. If I call my existing client for the purpose of regular review of his portfolio, will this be covered under the DNC provisions?

Answer: No, a pure servicing call to your client made solely for the purposes of updating your client about the status of his/her existing portfolio would not be covered under the DNC provisions. However, you should be careful not to market any new products or services in the same call, as such "mixed" calls would still be covered by the DNC provisions.

13. How do I create an Individual Account in order to check if my client's number is register with DNC Registry?

Answer: Please refer to the step by step guide in the Do Not Call Policy or the training slides.

14. How long do I need to keep the results of the check I receive from the DNC Registry?

Answer: It is recommended that you keep a copy of the results for future verification or in the event that the individual makes a complaint to the PDPC and there is an investigation by the PDPC. There is no fixed period for retaining such results, and you may retain the results for as long as there is a legal or business purpose for retaining the results.