

Privacy Policy

X Talents Pte Ltd and its affiliates (“X Talents”) respects the privacy of individuals with regard to personal data.

1. INFORMATION COLLECTED

- A. Your “Personal Data” consists of any information we collect that identifies you, or from which you are reasonably identifiable, and includes:
 - a. information collected when you provide or update your information with us, which may include personal data such as your photograph, name and contact details;
 - b. the contents of all documents submitted to us;
 - c. any messages or comments you submit to us in whatever manner, which may include personal data such as name, email address and telephone number; and
 - d. CCTV/security recordings and location tracking/GPS information.
- B. You shall be deemed to have consented to the collection and retention by X Talents of your curriculum vitae and employment history in addition to any Personal Data collected ("Additional Personal Data") through your use of the www.xtalents.com.sg website (the “Site”).
- C. We may also collect other information directly from you ("Data") in the following ways:
 - a. through your IP address, web browser type and version and/or operating system (automatically collected);
 - b. through your activity on or through the Website (including your input of job search terms or skills on the Website, through the feedback survey or through the usage pattern on the Website) and site you exit to (automatically collected); and
 - c. through any other data and information you provide us with by whatever means of communication.
- D. All Personal Data, Additional Personal Data and Data collected from you shall be done in accordance with this Policy (collectively referred to as "Collected Data").
- E. In accessing the Website and using the Services, you have consented for us to collect such Personal Data, in order for us to provide the Services to you effectively.

2. PURPOSE OF COLLECTION OF PERSONAL DATA

- A. By providing any of your Personal Data to X Talents, you hereby agree that X Talents shall collect, retain and use the Personal Data for the following purposes:
 - a. to determine your suitability for a position with our partners/connections or for within X Talents and, if applicable, your terms of employment or engagement; and/or

- b. disclosed to third parties to verify or obtain additional information including education institutions, current/previous employers and credit reference agencies; and/or
- c. providing you with services or benefits under any of X Talents' businesses; and/or
- d. where relevant, marketing of services and sending any updates or market intelligence to you; and/or
- e. performing statistical analysis for various objectives in X Talents; and/or
- f. purposes connected with the operation, administration, development or enhancement of X Talents' business including to support and/or assist in any of X Talents' businesses (for example, providing information on you and on your working experience to fulfil information as required for the submission of tenders for projects or for fulfilling regulatory requirements); and/or
- g. where required by law, where X Talents considers that such use or disclosure is necessary to respond to any claims or legal process, or where X Talents suspects that fraud or unlawful activity has been, is being or may be engaged in; and/or
- h. where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in X Talents; and/or
- i. where a third party requires in order for such third party to perform functions or services as required by X Talents (for example, to insurance companies who are arranging for X Talents' term life policy and to banks who are arranging for salary remittances); and/or
- j. where a third party requires in order for such third party to perform functions or obligations as required under the laws, rules, regulations, by laws and/or guidelines (whether or not having the force of law) or as required by any governmental and/or non governmental authorities, agencies or departments (for example, to external auditors who are auditing X Talents' human resource processes); and/or
- k. making such disclosures as may be required for any of the above purposes or by law.

3. USE AND DISCLOSURE

- A. You agree that X Talents may disclose and transfer (whether in your country or abroad) amongst any of its affiliates and/or to third parties including but not limited to any of X Talents' partners/connections to whom you are/will be introduced to, X Talents' agents, consultants, solicitors, auditors, employees, contractors, suppliers, partners, advertisers, network operators, associated companies, any relevant authorities, embassies, statutory bodies, regulatory bodies, organisations or any relevant financial institutions, any other persons under a duty of confidentiality to X Talents, any referee whose details are provided by you, proposed assignees or transferees of any of rights of the companies within X Talents, service providers for X Talents' operational, administration and development requirements and to organizations who provide archival, auditing, professional advisory, debt collection, insurance, banking, marketing, advertising, mailhouse, delivery, recruitment, call centre, technology, research, utility and security services to use, disclose, hold, process, retain or transfer such Collected Data for the purposes of (B) above for and on behalf of X Talents.
- B. You hereby confirm that you have duly obtained the consent of your referee(s) for the use and disclosure of your referee(s)' Collected Data to X Talents and that X Talents may use your referee(s)' Collected Data in accordance with this Privacy Notice.

- C. Where your use of the Site 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 Collected 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.

4. IMPACT OF NON PROVISION OF PERSONAL DATA

- A. Please note that in the event that sufficient Personal Data is not supplied, or is not satisfactory to X Talents and its clients then your application or request to X Talents for any of the above purposes as set out in (B) above may not be accepted or acted upon and X Talents will not be able to provide the full range of benefits and/or services it offers.

5. STORAGE AND RETENTION OF THE COLLECTED DATA

- A. The Collected Data shall be stored either in hard copies in X Talents' offices or stored in servers located in or outside your country and operated by X Talents or its service providers in or outside your country.
- B. Any Collected Data supplied by you will be retained by X Talents as long as necessary for the fulfilment of the purposes stated in (B) above or is required to satisfy legal regulatory, accounting requirements or to protect X Talents' interests.

6. CONFIDENTIALITY

- A. The Collected Data held by X Talents will be kept confidential in accordance with this Privacy Notice and any applicable laws that may from time to time be in force.
- B. Any questions, comments, suggestions or information other than Collected Data submitted to us in whatever manner will be deemed voluntarily provided to X Talents on a non-confidential and non-proprietary basis.
- C. X Talents reserves the right to use, reproduce, disclose, transmit, publish, broadcast and/or post elsewhere such information freely as set out in (C) above.

7. SAFETY OF THE COLLECTED DATA

- A. X Talents uses a number of mechanisms to protect the security and integrity of the Collected Data.

8. TRANSFER & SHARE OF THE COLLECTED DATA

- A. Due to the global nature of X Talents' business, X Talents may transfer the Collected Data to its affiliates (which may be located in other countries) or to any parties located in other countries (including countries that have a different data protection regime than is found in the country where you are based). Any Collected Data transferred shall be used for the purposes as set out in (B) above and disclosed to parties stated in (C) above.

9. MARKETING COMMUNICATIONS

- A. If you should consent, from time to time you may receive from us a variety of communications, including but not limited to newsletters, emails and text messages (the "Marketing Communications"), that will include service updates, product advertising and offers related to our Services which we believe you may be interested in.
- B. At any time, you may change your Marketing Communications preferences, either by:
 - a. electing to opt out from the Marketing Communications sent to you by following the 'unsubscribe' link which can be found at the bottom of the emails; or
 - b. contacting our team directly, found either in the email we sent or on the Website.
- C. Aside from Marketing Communications, please note that from time to time, you may receive some important service information that we believe is critical to the use of our Services. In these exceptional circumstances, such information will be sent to you regardless of your Marketing Communications preferences.
- D. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users.

10. EXTERNAL WEBSITES

- A. The Site contains links to external websites, including websites hosted by other Government entities, statutory boards and our partners. 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 prior to using them.

11. CHANGES TO THE POLICY

- A. We may revise this Policy from time to time and at our sole discretion. Although most changes are likely to be minor, we encourage visitors to frequently check this page for any changes to the Policy. Your continued use of this Site and the Services after any changes are made shall imply that you are aware of the changes in this Policy and shall constitute your deemed acceptance of such changes.

12. MINORS

- A. Our Services are available only to, and may only be used by, individuals who are eighteen (18) years old and older who can form legally binding contracts under applicable law, or in the event that you are below eighteen (18) years of age, you confirm that you have the Requisite Consent to the terms of this Policy. If you are below eighteen (18) years of age and found to be using the Services, without the Requisite Consent, and Personal Data and/or Additional Personal Data has

been transmitted to us, we shall take the necessary steps to remove the Personal Data and/or Additional Personal Data collected and X Talents may suspend your access to the Site and its Services.

11. GOVERNING LAW

- A. This Policy shall be governed by and construed according to the laws of Singapore and subject to the exclusive jurisdiction of the Singapore Courts. In the event any dispute arising out of or in connection with this Policy including any question regarding its existence, validity or termination, X Talents and you shall at first instance take reasonable efforts to settle and resolve such disputes in good faith and in an amicable manner by negotiation.

14. RIGHT OF ACCESS TO PERSONAL DATA

- A. Under the Act, you have the right of access to your Personal Data held by X Talents on payment of a prescribed fee and to request correction of the Personal Data that is inaccurate, incomplete, misleading or not up-to-date.
- B. If you have any questions regarding this Privacy Notice or if you wish to request access to your Personal Data or if you wish to correct your Personal Data or if you wish to withdraw your consent to X Talents for the processing of your Personal Data for the purposes as set out in (B) above or for the transfer of your Personal Data to the parties stated in (C) above, you may send your request in writing at the following address:

X Talents Pte Ltd

21 Bukit Batok Crescent #28-70
WCEGA Tower Singapore 658065

Attention: Dr Sam Li, Data Protection Officer

xtalentsfoundation@gmail.com

X Talents reserves the right to charge you a reasonable fee for the processing of any data access request.