

PRIVACY POLICY

A. INTRODUCTION

1. Nth Labs LLP and its affiliates or related entities (“we”, “us”, or “our”) are bound by the Personal Data Protection Act 2012 (the “PDPA”) and by other applicable laws which govern privacy. In the circumstances, the terms and conditions of this privacy policy (“**Policy**”), which may be subject to change from time to time at our discretion, shall govern how we gather, use and protect the information and/or data (“**Personal Data**”) provided by you to us through your use of the website <https://www.preplab.sg/> or the “PrepLab: Exam Practice” mobile application, or any other products or services offered by us (collectively the “**Products**”).
 - (1) If you provide us with any Personal Data relating to a third party (e.g. information of your children and/or parents), by submitting such information to us, you represent to us that you have obtained the consent of the third party to provide us with their Personal Data for the respective purposes.
 - (2) You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability or delay to provide you with the Products.
2. By using any of the Products, and being granted our permission to continue using the Products, you hereby unequivocally agree to be bound by the Policy. If you decline to be bound by the Policy, or instruct us to refrain from collecting any Personal Data, you must immediately inform us, failing which, you shall be deemed to accept the terms and conditions of this Policy and all subsequent revisions thereof.
3. In providing any Personal Data to us, you consent to our collection, use or disclosure of that information in accordance with this Policy. 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.

B. PERSONAL DATA THAT WE COLLECT

4. The Personal Data helps us to continually improve your user experience in respect of the Products. Depending on how you use the Products, we may collect the following non-exhaustive categories of Personal Data, which we shall retain for as long as it is necessary for the purposes it has been collected, and in most cases, up to 6 years, unless otherwise required by applicable law or for disputes or litigation purposes. Where we no longer require your Personal Data for those purposes, we will cease to retain such Personal Data in accordance with our internal retention policy.

- (1) Information gathered automatically about your visit to the website <https://www.preplab.sg/>, including but not limited to your device's internet protocol address, device and location identifiers, the content of cookies created by us, and information about your interaction with the said website;
- (2) Information about yourself that you provide to purchase or trial any of the Products, including your name, email address, and phone number, as well as your child's name, birth date, gender, and previous schooling information. To avoid doubt, we are prohibited by law from using your full or partial NRIC numbers for authentication as identity verification credentials;
- (3) Financial information such as credit card numbers, debit card numbers or bank account information;
- (4) Information collected through your interactions with us via social media, when you enter competitions, or when you participate in promotions or events, such as your photographs, comments and experiences you provide or share with us; and
- (5) Any other information, including but not limited to payment and subscription status; answers, scores, progress, completed papers and learning activity; communications with our customer service team, feedback and communications with us; security and fraud-prevention information.

C. PERMITTED USE OF PERSONAL DATA

The permitted purposes for the Personal Data is collected, used, held and disclosed are set out below.

5. To verify your identity as a customer, update our records and generally administer and maintain your account in respect of your use of any of the Products including but not limited to managing our relationship with you, to communicate with you and assist you

with queries and to facilitate transactions and/or communication with our own or third party service providers.

6. To advertise any of our Products, to carry out market data analysis so that we can continue to deliver enhanced services, to process payments and maintain accounts and records in respect of your use of any of the Services, to understand the demographics and interests of you and your child.
7. To improve any of our Products, prevent or detect fraud or abuses of our Products and enable third parties to carry out technical, logistical or other functions on our behalf. As part of conducting our business, Personal Data may also be used to maintain and develop our business systems, including testing and upgrading them.
8. Any other purposes for which you have provided the Personal Data, including without limitation: (a) to provide access to practice papers, quizzes, answers, explanations and learning tools; (b) to personalise learning content by school level or age group; (c) to track progress, scores and completed activities; (d) to provide parent or guardian account features; (e) to allow parents or guardians to view relevant learning progress where accounts are linked; (f) to generate recommendations, adaptive quizzes, progress reports or performance insights.

Save for our professional advisors, authorised representatives, affiliates or related entities, agents, contractors and/or any party providing services to us whether in Singapore or anywhere else in the world, and other than as set out in this Policy, we will not share your personal information with third parties for marketing or any other purposes without your consent, unless we are required to do so by law. We operate an automatic opt-in policy which means that when you request information from us or make an enquiry we add you to our database.

D. SECURITY OF PERSONAL DATA

9. We will take reasonable efforts to protect Personal Data in our possession or our control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or that for example no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites.
10. While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or use our mobile services, and we urge you to take every precaution to protect your Personal Data when you use such

platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.

11. If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible unauthorised transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorised and/or fraudulent use of your username and password.

E. YOU MAY REQUEST FOR ACCESS TO YOUR PERSONAL DATA

12. If you wish to: (a) verify our use of your Personal Data; (b) exercise your right to access, verify, amend, erase or block your Personal Data; (c) submit a written request for us to cease to process your Personal Data; or (d) make a complaint under this Policy, please submit your request to us at admin@preplab.sg (“**our Email**”). Please note that if your Personal Data has been provided to us by a third party (e.g. your parent and/or your children), you should contact that said third party to make such queries, complaints, and access and correction requests to us on your behalf.
13. We may impose an administrative fee in retrieving for each Personal Data access request made. We will respond to your request as soon as reasonably possible. 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).

F. WITHDRAWING YOUR CONSENT FOR US TO USE YOUR PERSONAL DATA

14. 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 using and/or disclosing your Personal Data in writing to our Email.
15. 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.
16. Depending on the nature and scope of your request, we may not be in a position to continue providing the use of our Products 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 to our Email.
17. 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 the law.