

PRIVACY POLICY

This Policy sets out the manner in which Golden Energy and Resources Pte. Ltd. ("**GEAR**") collects, uses, manages and protects Personal Data (as defined below) in compliance with the provisions of the Personal Data Protection Act 2012.

This Policy applies to all Individuals (as defined below) who provide GEAR with Personal Data or whose Personal Data is otherwise collected, used and/or disclosed by GEAR in connection with and/or for the purposes of its operations.

Definitions

"Data Protection Officer" means the person designated to be responsible for ensuring that GEAR complies with the PDPA;

"Individuals" means natural persons, whether living or deceased, and "Individual" means any of them;

"PDPA" means the Personal Data Protection Act 2012 as may be amended from time to time;

"Personal Data" means data (whether true or not) that is capable of identifying a natural person, whether on its own or in conjunction with other data that is accessible to GEAR. Such Personal Data shall also refer to data which is already in the possession of GEAR or that which shall be collected by GEAR in the future; and

"Platforms" mean the websites, Applications, computer systems, computer networks and any other digital platforms operated by or on behalf of GEAR from time to time.

How GEAR collects Personal Data

Generally, GEAR may collect Personal Data about an individual in one or more of the following ways:

1. through application and subscription forms submitted by the Individual;
2. through correspondence, emails, electronic messages or other forms of written communications in such manner as may be submitted by the Individual to GEAR or its Personnel or posted on the Platforms;
3. through an Individual's verbal (including voice or video calls or face-to-face interactions) communications;
4. through the Individual's access to and/or use or navigation of the Platforms and the use of cookies*;
5. through recordings taken via security cameras or other forms of photography or video or sound recording at GEAR's premises;
6. through third party business partners or associates of GEAR; and
7. when the Individual submits his/her Personal Data to GEAR for any other reason related to GEAR's ordinary course of operations.

**When you visit our Platforms, we send one or more cookies to your computer and/or other devices. The information obtained from such cookies may be used by us for storing user preferences and to enable GEAR or third-party advertising partners to display targeted advertisements which may be of interest to you. We also collect information which is sent to us by your web browser. When you browse our Platforms, we automatically receive your computer's Internet protocol (IP) address which provides us with information that helps us learn about your browser and operating system, such as the name of your operating system and the name and version of your browser.*

Purposes for which GEAR may collect, use and/or disclose Personal Data

Generally, GEAR may collect, use and/or disclose Personal Data about an Individual for one or more of the following purposes:

1. If you submit an application to us as a candidate for employment – we aim to match your details against job vacancies that may be suitable in order to assess your fit to that role. Your Personal Data allows us to provide recruitment and related services to/for you and to facilitate the recruitment process.
2. If you are an existing employee - organise training and staff development programmes, assess your performance, administer benefits and payroll processing; provide you with tools to facilitate or as required for you to do your job; communicate with you to comply with our policies and processes, including for business continuity purposes and any other purposes related to any of the above.
3. If you are a potential investor of GEAR – to allow you to subscribe to GEAR's email alerts so that we can notify you of relevant business updates of GEAR Group of companies.

Consent Required

GEAR shall not collect, use or disclose your personal data unless:

1. You give, or are deemed to give, consent to the collection, use or disclosure of your personal data; or
2. The collection, use or disclosure of your personal data without your consent is required or authorised under the PDPA or written law.

Provision of Consent

GEAR shall not, as a condition of providing a product or service to you, require you to consent to the collection, use or disclosure of your personal data beyond what is reasonable to provide the product or service to you.

GEAR shall not obtain or attempt to obtain your consent for collecting, using or disclosing personal data by providing false or misleading information with respect to the collection, use or disclosure of your personal data, or use deceptive or misleading practices.

Deemed Consent

You are deemed to consent to the collection, use or disclosure of your personal data for a purpose if:

1. you voluntarily provide your personal information to GEAR for that purpose, albeit without actually expressly providing your consent; and
2. It is reasonable that you would voluntarily provide the data.

Withdrawal of Consent

1. On providing reasonable notice to GEAR, you may at any time withdraw any consent given, or deemed to be given, in respect of GEAR's collection, use or disclosure of your personal data for any purpose.
2. You may submit the withdrawal of consent via email dpo@gear.com.sg and submit to GEAR DPO.
3. On receipt of such notice, GEAR shall inform you of the likely consequences of withdrawing your consent.
4. Please allow up to 30 days for GEAR to process and update your request. You may continue to receive email alerts of relevant business updates of GEAR Group of companies from GEAR within these 30 days.
5. GEAR shall not prohibit you from withdrawing your consent to the collection, use or disclosure of your personal data.
6. If you withdraw your consent, then GEAR shall cease (and cause its data intermediaries and agents to cease) collecting, using or disclosing your personal data unless otherwise required under the PDPA or other written law.

7. Although you may have withdrawn consent for the collection, use or disclosure of your personal data, GEAR may retain your personal data for purpose of administering your policy with GEAR and in accordance with legal and regulatory obligations and GEAR Records and Retention Policy.

Access to personal data

Individuals whose personal data are kept by GEAR shall be allowed to access to their personal data. GEAR shall disclose such information, including the usage and disclosure history of the personal data that has occurred within a year of the date of request. Individuals may make request from GEAR for such disclosure and correction by writing to GEAR.

Correction of personal data

GEAR is committed to ensure that all personal data kept are accurate and up-to-date. To achieve this, GEAR recognizes individual's participation in informing GEAR of any changes, error or omission in their personal data is essential. GEAR shall provide facilities and processes to allow individual to submit corrections to their personal data.

GEAR shall notify all other organisations of such corrections, if the individual's personal data was disclosed by GEAR to that organization one year prior to this correction. Such notification shall take place except if GEAR deems the personal data is no longer relevant or needed by the organization for the purpose that GEAR's disclosure was made earlier.

Access and correction process

The DPO will have oversight of all personal data access or correction requests and ensures that they are processed in accordance with this Policy. Request for personal data access or correction by individuals, including any enquires and complains shall be submitted to GEAR in writing to the DPO at the following contact information:

Attention: Data Protection Officer
Email address: dpo@gear.com.sg

All GEAR staff shall forward any personal data access or correction request to the DPO in a timely manner.

GEAR may request for additional information from the requestor to aid in the investigation. The DPO shall verify the identity of the individual before responding to the request for access or correction. GEAR may respond to the requestor via telephone call, written note or electronic mail. In any case, the DPO shall make a record of such requests and responds for future reference and verification.

Verification of Personal Data & Notification of Changes

Where feasible, GEAR will take reasonable steps to verify the accuracy of Personal Data received at the point of collection but Individuals remain primarily responsible and liable to ensure that all Personal Data submitted by them to GEAR is complete and accurate. Information provided voluntarily by an Individual to GEAR shall prima facie be deemed complete and accurate.

GEAR will also take reasonable steps to periodically verify Personal Data in its possession, taking into account the exigencies of its operations, but Individuals are nonetheless required to notify GEAR time to time, of any applicable changes to such Personal Data.

GEAR shall not be held liable for any inability on its part to provide services to an Individual who fails to ensure that his/her Personal Data submitted to GEAR is complete and accurate or who fails to notify GEAR of any relevant changes to such Personal Data. In this regard, you should ensure that the Personal Data provided by you to GEAR is at all times correct, accurate and complete; and you agree to update GEAR in a timely manner of all changes to your Personal Data.

Protection of Personal Data

GEAR shall make reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to Personal Data in its possession.

If GEAR transfers or hosts Personal Data outside Singapore, GEAR will take reasonable steps to ensure that such Personal Data transferred receives a standard of protection comparable to the protection received under the PDPA.

GEAR will ensure that third parties who receive Personal Data from GEAR protect such Personal Data in a manner consistent with this Policy and not use such Personal Data for any purposes other than those specified by GEAR, by incorporating appropriate contractual terms in its written agreements with these third parties.

GEAR is not responsible in any way for the security and/or management of Personal Data shared by Individuals with third party websites or links accessible via the Platforms.

Disclosure of Personal Data to Third Party

We do not disclose personal data to third parties except when required by law, when we have your consent or deemed consent or in cases where we have engaged the third party such as data intermediaries or subcontractors specifically to assist with our firm's activities. Any such third parties whom we engage will be bound contractually (e.g. Non-Disclosure Agreement) to keep all information confidential, but we cannot and do not assume any responsibility for any actions or omissions of third parties.

We may disclose personal data to other related companies of Golden Energy and Resources Pte. Ltd. ("GEAR"), where it is necessary (i) to meet the purpose for which you have submitted the information; or (ii) to enable you to be provided with information at a later date which may be of relevance and interest to you based on the nature and purpose of your voluntary requests.

We may also transfer all data in our possession to a successor-in-interest to our business or assets.

Subject to the provisions of any applicable law, your Personal Data may be disclosed, for the purposes listed above (where applicable), to the following:

1. GEAR's related corporations and employees who provide content, Products and Services to you, address your questions and requests in relation to your customer accounts, subscription and billing or order arrangements with us as well as our Products and Services, to activate, deactivate, install, maintain and operate our systems and/or services;
2. companies who provide insurance and consultancy services to GEAR;
3. agents, contractors or third-party service providers who provide operational services to GEAR, such as courier services, telecommunications, information technology, payment, printing, billing, payroll, processing, technical services, training, market research, call centre, security (CCTV) or other services to GEAR;
4. vendors or third-party service providers who provide services offered by GEAR or its preferred partners;
5. any business partner, investor, assignee or transferee (actual or prospective) who facilitates business asset transactions (which may extend to any merger, acquisition or asset sale) involving any of the companies under the GEAR which we are part of;
6. our professional advisers such as auditors and lawyers;
7. relevant government regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any governmental authority; and
8. Any other party to whom you authorise us to disclose your Personal Data to.

Transfer of Personal Data outside of Singapore

GEAR does not transfer Personal Data overseas. In circumstances that we do, we will ensure that any transfers of personal data to a territory outside of Singapore will be in accordance with the PDPA so as to ensure the standard of protection of personal data in the territory it is transferred to is comparable to that of the PDPA in Singapore.

Disclosure of Data to Third Parties

The personal data submitted will not be disclosed to third parties except when required by law, when we have your explicit consent or in cases where the third party is a contractor or supplier whom we have engaged specifically to assist with the company's activities. All such contractors will be bound contractually (e.g. Non-Disclosure Agreement) to keep all information, including Personal Data, confidential, but we cannot and do not assume any responsibility for any actions or omissions of third parties.

Contacting GEAR on Personal Data matters

Any Individual who:

1. has questions or feedback relating to this Policy;
2. would like to obtain access to his/her Personal Data held by GEAR;
3. would like information about the ways in which his/her Personal Data held by GEAR has been or may have been used or disclosed by GEAR in the year preceding the request; and/o
4. would like to update or make corrections to his/her Personal Data held by GEAR should contact GEAR's Data Protection Officer at dpo@gear.com.sg
5. Individuals should note that GEAR is not required, under the PDPA, to provide access and correction to Personal Data in certain situations.
6. The PDPA allows and GEAR reserves the right to charge a reasonable fee for the handling and/or processing of access requests by an Individual pursuant to clauses 2 or 3 above.
7. Depending on the complexity of the request, GEAR may require up to 30 days from the date of the Individual's request to respond and effect any change requested by the Individual, and if additional time is required, GEAR will notify the Individual accordingly.

Governing Law

This Policy shall be governed by and construed in accordance with the laws of Singapore.

Any dispute arising out of or in connection with this Policy including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Courts of Singapore.

Last Updated on 4 December 2023