

This **DATA PROTECTION NOTICE** (“**Notice**”) sets out the basis which **Promises Healthcare Pte. Ltd.**, and associated medical entities owned by **Promises Healthcare Pte. Ltd.** including but not limited to **Winslow Clinic**, (“**Promises**”, “**we**”, “**us**”, or “**our**”) may collect, use, disclose or otherwise process Personal Data of our customers in accordance with the **Singapore Personal Data Protection Act 2012 (“PDPA”)**. This Notice applies to Personal Data in our possession or under our control. This includes Personal Data in the possession of organisations, companies, agents or persons, that we have engaged to collect, use, disclose or process Personal Data for our purposes.

## 1. PERSONAL DATA

As used in this Notice:

- a. “**Client**”, “**you**” or “**your**” means an individual who: (a) has contacted us through any means to find out more about any goods or services we provide; or (b) may or has, entered into a contract with us for the supply of any goods or services by us.
- b. “**Personal Data**” means data, whether true or not, about a Client who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including (without limitation) data in our records as may be updated from time to time. Depending on the nature of your interaction with us, some examples of Personal Data which we may collect from you include (but are not limited to): full name and alias(s), NRIC, FIN, or work permit identification numbers, passport number, residential address, email address, telephone number, nationality, gender, date of birth, marital status, credit card and bank data, medical data, psychiatric data, personal and family history, data about your family and friends, data about your hobbies, past-times, cultural, spiritual and recreational practices, data from other medical and psychiatric service providers, financial and insurance data, employment and vocational data, and forensic and legal data.
- c. “**Goods**” means books and other materials, medication and supplements sold by us.
- d. “**Cookies**” – Small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. Cookies allow a website to recognize a particular device or browser. There are several types of cookies:
  - i. Session cookies expire at the end of your browser session and allow us to link your actions during that particular browser session.
  - ii. Persistent cookies are stored on your device in between browser sessions, allowing us to remember your preferences or actions across multiple sites.
  - iii. First-party cookies are set by the site you are visiting

- iv. Third-party cookies are set by a third party site separate from the site you are visiting.
- e. **“Web Beacons”** - Small graphic images (also known as “pixel tags” or “clear GIFs”) may be included on our sites and services. Web beacons typically work in conjunction with cookies to profile each unique user and user behaviour.
- f. **“Similar Technologies”** – Technologies that store information in your browser or device utilizing local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers.
- g. **“Third-Party Sites”** - Our website may contain links to other websites operated by third parties, including for example our business partners.
- e. **Other** terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

## 2. WAYS WE COLLECTION, USE AND DISCLOSE YOUR PERSONAL DATA

Generally (but not exclusively), we collect Personal Data in the following ways:

- a. when you submit any form, including but not limited to, customer inquiry forms or other forms relating to any of our services;
- b. when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you purchase our goods or use our services;
- c. when you interact with people working with us, including (without limitation) our reception staff, administrative staff, marketing staff, doctors, psychiatrists, psychologists, counsellors and therapists. Such interaction may occur through telephone calls (which may be recorded), teleconference calls, letters, faxes, face-to-face meetings, social media platforms and emails;
- d. when you interact with us through our websites and social media sites, or use services on our websites and social media sites;
- e. when you request that we contact you, or request that you be included in a mailing list, an email list or other electronic communications list;
- f. when you respond to our promotions, initiatives or to request for additional Personal Data;
- g. when you submit an employment application or when you provide documents or information including your resume or curriculum vitae in connection with any appointment as an officer, director, employee, self-employed services

contractor, representative or any other position;

- h. when your images are captured by us on CCTV cameras while you are within our premises, or in photographs or videos taken by us or our representatives when you attend our events;
- i. when you are contacted by, and respond to, our marketing representatives and other staff;
- j. when we seek information about you and receive your Personal Data in connection with your relationship with us, including for sale of our goods and services, or in connection with job applications, for example, from business partners, public agencies, your ex-employer, referral intermediaries and the relevant authorities; or
- k. when you submit your Personal Data to us for any other reason.

### **3. PURPOSES FOR THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL DATA**

Generally (but not exclusively), Promises collects, uses and discloses your Personal Data for the purposes listed in this Clause 3. These purposes may subsist even in situations where your relationship with us has been terminated, suspended or altered in any way, for a reasonable period thereafter, including (without limitation), a period to enable us to enforce our rights under a contract with you or others, in respect of goods and/or services requested by you:

#### **a. If you are a prospective, current or former Client, we hold Personal Data for the following purposes:**

- i. verifying your identity;
- ii. performing obligations in the course of or in connection with our provision of the psychiatric, medical, psychotherapy, counselling, coaching, and other goods and/or services requested by you;
- iii. administering medical, psychiatric, psychological, psychotherapy, coaching and care, including (without limitation) keeping patient case and procedure records, providing medication, ordering medical tests, reports and biological samples, and facilitating internet-based tele-consultations and correspondence with doctors);
- iv. liaising with third party doctors, clinics, hospitals, medical testing laboratories, pharmacies and medical and psychiatric institutions, in relation to your medical and psychiatric care, including (without limitation) by providing them with access to your medical and

psychiatric records;

- v.** providing customer service and support, including (but not limited to) customer relationship management, responding to, handling, and processing queries, requests, applications, complaints, and feedback from you; processing your admissions, administering debt recovery and debt management; processing and settlement of bills; processing payments or credit transactions; facilitating, arranging and providing reminders of your appointments, medical and psychiatric examinations, screenings or checkups, contacting you regarding medical and psychiatric reports and results, providing follow-up calls, providing you with administrative support, and administering insurance coverage and processing insurance claims;
- vi.** administering and processing your requests, including (without limitation) creating and maintaining profiles of our customers in our database for administrative purposes, such as tracking your attendance;
- vii.** personalising your experience at Promises, conducting market research, understanding and analysing customer behaviour, location, preferences and demographics, in order to improve our goods and services;
- viii.** complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental or regulatory authority;
- ix.** transmitting to any unaffiliated third parties, including our third party service providers, contractors, sub-contractors and agents, and relevant governmental or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes;
- x.** where such disclosure is desirable or required for performing obligations in the course of, related to, or in connection with our provision of the goods and/or services requested by you;
- xi.** if you have provided us with your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information through your Singapore telephone number(s), then, from time to time, Promises may contact you using such Singapore telephone number(s) (including voice calls, text, fax or other means) with information about our goods and services;
- xii.** with respect to particular goods or services or in your interactions with us, we may specifically notify you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise;

xiii. with respect the use of cookies, web beacons, and similar technologies, and third party sites linked to our website, to: provide the goods and services; help improve our performance; or to provide you with extra data functionality. They may also be used to deliver content that is more relevant to you and your interests; or

xiv. for the purposes which are reasonably related to the aforesaid.

**b. If you are a nominated caregiver or next-of-kin of a client, we hold Personal Data for the following purposes:**

i. informing you of the client's medical, psychiatric status and whereabouts; or

ii. purposes which are reasonably related to the aforesaid.

**c. If you are an employee, officer or owner of an external service provider or vendor outsourced or prospected by Promises, we hold Personal Data for the following purposes:**

i. assessing your organisation's suitability as an external service provider or vendor for Promises;

ii. managing project tenders and quotations, processing orders or managing the supply of goods and services;

iii. creating and maintaining profiles of our service providers and vendors in our database;

iv. processing and payment of invoices and bills and providing receipts;

v. facilities management; or

vi. purposes which are reasonably related to the aforesaid.

**b. If you submit an application to us as a candidate for employment or internships, we hold Personal Data for the following purposes:**

i. conducting interviews;

ii. processing your application, including (without limitation) pre-recruitment checks involving your qualifications and facilitating interviews;

iii. obtaining references and for background screening;

iv. assessing your suitability for the position applied for;

- v. enrolling successful candidates as our employees and facilitating human resource planning and management, including (without limitation) preparing letters of employment, name cards and building security access passes; and/or
- vi. purposes which are reasonably related to the aforesaid.

**c. If you are an employee of Promises, we hold Personal Data for the following purposes:**

- i. providing remuneration and reimbursement, reviewing salaries and bonuses, conducting salary benchmarking reviews, staff appraisals and evaluation and recognising individuals for their services and conferring awards;
- ii. staff orientation and entry processing;
- iii. administrative and support processes relating to your employment, including (without limitations) management and termination, staff benefits, travel, manpower, business continuity and logistics management or support, processing expense claims and medical insurance applications, medical screenings and immunisations, leave administration, long-term incentive plans, training, learning and talent development, and planning and organising corporate events;
- iv. providing you with tools and/or facilities to enable or facilitate the performance of your duties;
- v. facilitating professional accreditation and complying with compliance audits;
- vi. compiling and publishing internal directories and emergency contact information for business continuity;
- vii. managing corporate social responsibility projects;
- viii. conducting analytics and research for human resource planning and management, and for us to review, develop, optimise and improve work-related practices, environment and productivity;
- ix. ensuring that the administrative and business operations of Promises function in a secure, efficient and effective manner, including (without limitation) examining or monitoring any computer software and/or hardware installed within Promises premises, your work emails, teleconferences, and personal digital and storage devices;
- x. compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities, including (without limitation) disclosures to regulatory bodies, conducting audit checks or

surveillance and investigation;

**xi.** administering resignation or termination processes; and/or

**xii.** any other purposes reasonably related to the aforesaid.

**d. If you are a clinician, including (without limitation) a self-employed services contractor, at Promises, we hold Personal Data for the following purposes:**

**i.** facilitating professional accreditation and complying with compliance audits;

**ii.** facilitating disbursements of fees and reimbursement of expenses collected on your behalf;

**iii.** managing and providing you with tools, goods, services and/or facilities to enable or facilitate the performance of your duties;

**iv.** planning and organising events for clinicians;

**v.** creating and maintaining profiles of our accredited clinicians in our system database;

**vi.** facilities management, including (without limitation) issuing visitor access passes and facilitating security clearance;

**vii.** taking or filming photographs and videos for publicity or marketing purposes, and featuring your photographs and/or testimonials in our articles and publicity materials; and/or

**viii.** any other purposes reasonably related to the aforesaid.

#### **4. DISCLOSURE OF PERSONAL DATA**

Promises will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be disclosed, for the purposes listed above (where applicable), to the following entities or parties (in each case the disclosure or sharing of such personal data is solely to such persons or entities which are involved in the care of the client or patient):

**a.** our staff team, doctors, psychiatrists, psychologists, counsellors, therapists and coaches;

**b.** third party health care professionals that you may be referred to;

**c.** your care providers such as your next-of-kin;

- d. our professional advisers, including (without limitation) consultants, auditors and lawyers on a need-to-know basis;
- e. relevant government ministries, 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, including (without limitation) the Ministry of Health; or
- f. any other party to whom you authorise us to disclose your Personal Data to.

## 5. WITHDRAWING YOUR CONSENT

- a. The consent that you provide for the collection, use and disclosure of your Personal Data will remain valid unless it is withdrawn by you in a notice in writing, addressed and delivered to us. You may withdraw your consent and request for us to stop collecting, using or disclosing your Personal Data for any or all of the purposes listed above by *submitting your request in writing, or through email to our Data Protection Officer, using the contact details provided in Clause 12 below.*
- b. Upon receipt of your written request to withdraw your consent, we require five (5) business days upon receipt to process the same. We will then notify you of the outcome, after considering a number of factors, including (without limitation): (i) the provision of the goods and/or services requested by you; (ii) you or your family's or another's psychiatric, physical or medical health and wellbeing; (iii) financial consequences; and (iv) any legal consequences which may affect your rights and liabilities to us. If we are unable to respond to your request within five (5) business days, we will notify you and let you know the additional time we may need.
- c. *The nature and scope of your request may render us unable to continue providing our goods or services to you.* In such circumstances, we shall notify you before completing the processing of your request. Should you then decide to cancel the withdrawal of your consent, you are required to inform us in writing and deliver it in the manner described in sub-clause 5.a. above.
- d. Withdrawing your consent may also result in the termination of any agreements or contracts with Promises, and your being in breach of your contractual obligations or undertakings. The legal rights and remedies in such events are expressly reserved.
- e. Withdrawing your consent does not affect our rights to continue to collect, use and disclose Personal Data, where such collection, use and disclose without consent is permitted or required under applicable laws, including (without limitation) the PDPA.
- f. You have a choice to withdraw your consent for receiving marketing or promotional materials or communications in writing, or through email to our Data Protection Officer using the contact details provided in Clause 12 below.



- i. Please be aware that once we receive written confirmation that you wish to withdraw your consent for marketing or promotional materials or communications, it may take up to thirty (30) calendar days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials or communications during this period of time.
- ii. Even if you withdraw your consent for the receipt of marketing or promotional materials and communications, we may still contact you for other purposes in relation to the goods and services that you have requested or purchased from Promises.

## **6. ACCESS TO AND CORRECTION OF PERSONAL DATA**

If you wish to make:

- a. a request to access your Personal Data with us, or information about the ways in which we use or disclose your Personal Data; or
- b. a request to correct, add to or update any of your Personal Data with us;
  - i. You may submit your request in writing or through email to our Data Protection Officer using the contact details provided in Clause 12 below.
  - ii. A reasonable administrative fee may be charged for processing an access request. If so, we will inform you of the fee before processing your request.
  - iii. We will provide you with general reasons for rejecting your request, should we be unable to acquiesce to the same, except where we are not required to do so under the PDPA.

## **7. PROTECTION OF PERSONAL DATA**

- a. To safeguard your Personal Data from unauthorised access, collection, use, disclosure, processing, copying, modification, deletion, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures, such as suitable antivirus protection, encryption, use of privacy filters, and disclosing Personal Data both internally and to our authorised third party service providers and agents only on a need-to-know basis.
- b. You should note, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information, and periodically review our information security measures.

## **8. ACCURACY OF PERSONAL DATA AND CONSENT FOR DATA FROM THIRD PARTIES**

- a. We generally rely on Personal Data provided by you or your authorised representative. In order to ensure that your Personal Data is current, complete and accurate, please update us if there are changes to your Personal Data by informing our staff or service providers, or by informing our Data Protection Officer in writing or through email using the contact details provided in Clause 12 below.
- b. 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 to provide you with the goods and services you have requested, or delays in providing you with goods and services you have requested, or to process your applications.
- c. If you provide us with any Personal Data relating to a third party, including (without limitation) information about your spouse, partner, children, parents, friends, employees or employers 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 purposes set out in Clause 3.

## **9. RETENTION OF PERSONAL DATA**

- a. We may retain your Personal Data for as long as it is necessary to fulfil the purpose for which it was collected, and as required or permitted by applicable laws.
- b. We will cease to retain your Personal Data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the Personal Data was collected.
- c. Promises retain such Personal Data as may be required for the purposes as set out in Clause 3, and such purposes may vary according to the circumstances.
- d. Promises will securely dispose of or anonymise Personal Data which it can reasonably determine is no longer needed, and does not generally hold on to Personal Data "just in case". However, it is in the interests of any caregiver or person treating you, to be able to refer to a complete set of medical or psychiatric records, to avoid risks to your health and safety and to the risks to the health and safety of others.
- e. Unless specific contrary instructions from the client are received, Promises may (but is not obliged to) retain such medical or psychiatric records for as long as Promises may be potentially consulted for further follow up by you or on your behalf; even if such consultation may not occur until after a substantial period of time, or there is no current or present indication that you will return for further consultation or follow up.

## **10. USE OF COOKIES, WEB BEACONS, AND SIMILAR TECHNOLOGIES ON THE WEBSITE**

- a. When you browse our website, you generally do so anonymously. However, we have implemented cookies, other technologies and links to third party sites on our website. We do not, on our website, automatically collect Personal Data, unless you provide such information to us.
- b. When you visit or interact with our sites, services, we or our authorized service providers may use cookies, web beacons, and other similar technologies for collecting and storing information.
- c. The information collected by us or our authorised service providers may recognise a visitor as a unique user and may collect information (without limitation) such as how a visitor arrives at our sites, what kind of browser a visitor is on, what operating system a visitor is using, what device the visitor is using, the gender of the visitor, a visitor's IP address and a visitor's clickstream information and time stamp; for example (without limitation), which pages they have viewed, the time the pages were accessed and the time spent per web page.
- d. Advertising and information to you on or off our sites. We are not responsible for the privacy policies or practices of third party websites / platforms.
- e. We offer certain site features and services that are available only through the use of these technologies. You are free to block, delete, or disable these technologies if your browser permits. However, if you decline cookies or other similar technologies, you may not be able to take advantage of certain site features or services tools. For more information on how you can block, delete, or disable these technologies, please review your browser settings.
- f. Our website may contain links to other websites or platforms and, upon your request, transmit your information to third party websites / platforms. We are not responsible for the privacy policies or practices of third party websites / platforms.
- g. Cookies can be disabled or removed by tools that are available in most commercial browsers. The preferences for each browser you use will need to be set separately and different browsers offer different functionality and options.

## **11. TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE**

We generally do not transfer your Personal Data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your Personal Data continues to receive a standard of protection that is at least comparable to that afforded under the PDPA.

## **12. CONTACTING US - WITHDRAWAL OF CONSENT, ACCESS AND CORRECTION OF YOUR PERSONAL DATA**

If you:

- a. have any enquiries, questions or feedback relating to your Personal Data or our Data Privacy Policy;
- b. would like to withdraw your consent to any use of your Personal Data as set out in this Data Privacy Policy; or
- c. would like to obtain access and make corrections to your Personal Data records,

you may contact our Data Protection Officer using the following contact information:

Name of DPO : Casper Winslow  
Email Address : [casper@promises.com.sg](mailto:casper@promises.com.sg)

Please note that if your Personal Data has been provided to Promises by a third party including (without limitation): doctors; psychologists; therapists; counsellors; coaches, clinics; hospitals; medical testing laboratories; pharmacies; medical or psychiatric institutions; insurance companies; credit card companies; banks; your educational establishment; or your employer, if any error should arise, you should contact that organisation or individual to make any queries, complaints, access and correction requests as well as informing us.

## **13. EFFECT OF NOTICE AND CHANGES TO NOTICE**

- a. This Notice is in addition to, and must be read in conjunction with any other notices, contractual provisions and consents that apply in relation to the collection, use and disclosure of your Personal Data by us.
- b. We may revise this Notice from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Notice was last updated. Your continued use of our goods and services constitutes your acknowledgement and acceptance of such changes.

## **11. GOVERNING LAW**

This Data Privacy Policy shall be governed and interpreted in all respects by the laws of the Republic of Singapore.