

PRIVACY POLICY (THE “POLICY”)

This Policy (together with our Terms of Service and any other document(s) referred to in the Terms of Service) sets out the basis on which Health Fyx Pte Ltd (“**HealthFyx**”; “**we**”; “**us**”) or any entity in the Group may collect from any Personal Data you, as well as our use, disclosure, and storage thereof. Please read the following carefully to understand our views and practices regarding your Personal Data and how we will treat it.

Please contact our Data Protection Officer at varun@hfxtoken.com if you have any questions about this Policy.

If you do not accept or agree with any part of this Policy, you should refrain from accessing or using the Platform as we may not be in a position to provide or continue to provide the Services or any other products to you or to administer any contractual relationship in place. Such exercise may also result in the termination of any agreement you may have with us. Our legal rights and remedies are expressly reserved in such event.

1 Definitions:

“Content” means any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Platform or in connection with our provision of the Services.

“Core Data” means statistical collective data amongst users produced by the Group as part of the Service.

“Group” includes HealthFyx (using whatever trading names as it considers appropriate for its business and marketing purposes) and any company which may from time to time be established and which may fall under the majority ownership and control of the officers of HealthFyx, including its parent or holding company and any subsidiary.

“Personal Data” means data, whether true or not, about you that is sufficient to enable us to identify you, either when considered in isolation or together with other information that we have or are likely to have access to.

“Personal Data Protection Act” means the Singapore Personal Data Protection Act 2012.

“Platform” means www.hfxtoken.com / www.globalhealthandtravel.com and all webpages located thereat or any other mobile application powered by us to provide Services, but does not include any website or mobile application owned or operated by a third party that may be accessed from any webpage on www.hfxtoken.com / www.globalhealthandtravel.com or mobile application powered by us.

“Services” means the services you utilize in accessing and making use of the Platform, including services that allow you to access features on the Platform and pay (in HFX) for services available on the Platform. The Services may change from time to time.

2 Collection of Personal Data

2.1 In order to provide you with the Services, we may collect, use, or disclose the following data about you in accordance with the Personal Data Protection Act.

- (a) Information that you provide by filling in forms on the Platform or through another remote channel, or that you otherwise send to us. This includes information provided when registering to use the Platform, subscribing to our Services, posting material on the Platform, and reporting a problem you have with the Platform
- (b) If you contact us, records of such correspondence
- (c) Details of transactions you carry out on the Platform
- (d) Details of your visits to the Platform and the resources that you access
- (e) Documents uploaded on to the Platform and metadata associated therewith

- (f) Details of other accounts of yours that you may link to our Platform

3 Use of Personal Data

- 3.1 By accessing the Platform or using any of the Services, you grant us the permission to collect, use, copy, transmit, store and back-up your Personal Data for purposes of providing you with the Services or access to and use of the Platform, or for any other purpose(s) as contemplated by the Privacy Policy and the Terms of Service.
- 3.2 The purposes for which Personal Data may be used by us include:
 - (a) assessing whether you should be allowed to access and use the Platform or any of the Services;
 - (b) ensuring that the Content may be presented in an effective manner on computers and other electronic devices;
 - (c) providing you with alerts, newsletters, education materials, or information that you have requested for or signed up to;
 - (d) carrying out our obligations arising from any contracts you enter into with us;
 - (e) complying with laws and regulations applicable to us or any of our affiliates in or outside Singapore;
 - (f) evaluating and improving upon the Services;
 - (g) promoting and marketing our Services and any other products or services we may offer (except where you expressly inform us that you wish to exclude your Personal Data from such promotional and marketing materials); or
 - (h) purposes directly related or incidental to any of the above.
- 3.3 We will keep your Personal Data that is within our possession and control confidential and take steps to prevent unauthorized disclosures of the same. However, we may disclose such Personal Data to:
 - (a) personnel, employees, agents, advisers, auditors, contractors, financial institutions, and service providers to the extent reasonably necessary for the provision and maintenance of the Services or in connection with any of our operations;
 - (b) our overseas offices, affiliates, business partners, our counterparts (if any);
 - (c) persons under a duty of confidentiality to us;
 - (d) persons to whom we are required to make disclosure under any law, regulation, directive, court order, similar authoritative request; or
 - (e) actual or proposed transferees or participants of our Services in or outside Singapore.
- 3.4 Core Data: Producing Core Data may require us to aggregate your Personal Data together with similar data from other users. Core Data will be produced in such a manner that the underlying data will no longer be identifiable to any specific user, including yourself. We may share Core Data amongst Platform users as part of the Services provided, and also with third parties to help us improve or enhance our products and Services or for marketing, research, or academic purposes.

4 Cookies

- 4.1 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer and of your other device if you agree. Cookies contain information that is transferred to your computer's hard drive. The Platform uses cookies to distinguish you from other users of the Platform. This helps us to enhance your user experience when you access and use the Platform. Information we gather from the cookies also helps us find ways to improve the Platform. In accessing or using the Platform, you are deemed to have agreed to our use of cookies.
- 4.2 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies. You acknowledge

and agree that we have no control over these third parties' use of cookies and are not liable for any adverse impact these third parties' cookies may have on you.

- 4.3 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies, you may not be able to access all or parts of the Platform or Services.

5 Security

You should keep your user ID and password strictly confidential at all times and should not share these details with anyone. In public areas, you should exercise caution and not leave your device unattended whilst logged into your account. You should also avoid using public computer terminals or shared devices to access your account unless you can adequately verify that the terminal or device is free from spyware and that you can erase all of your information upon exiting the terminal or device. We will not be liable for any loss or damage arising from unauthorized access to your account due to any failure to comply with these precautions.

6 Changes to this Policy

By using the Platform, you agree to the terms of this Policy. We may revise the terms of this Policy from time to time and will always present the most up-to-date version on our Platform. It is your responsibility to periodically review and keep yourself apprised of the latest version of this Policy.

7 Retention and transfer of your Personal Data

- 7.1 We will retain your Personal Data until the purpose for which that Personal Data was collected is no longer being served by the retention of the Personal Data, and the Personal Data does not need to be retained any longer for any legal or business purpose. Your Personal Data may be archived for as long as we believe that the purpose for which it was used still exists, regardless of whether you have terminated your use of our Services. If any part of your Personal Data has been collected as part of our anti-money laundering or countering the financing of terrorism measures, we will retain such Personal Data for at least five years after the termination of the business relationship with you.

- 7.2 Sometimes, the Personal Data we collect in accordance with this Policy may be retained, transferred, or processed outside Singapore. We will comply with our obligations under the Personal Data Protection Act 2012 in relation to such retention, transfer, or processing for as long as the data remains within our possession or control. We will take measures that are reasonably within our means to ensure that the recipient(s) of your Personal Data located outside Singapore will provide to your Personal Data a level of protection that is comparable to that required by the Personal Data Protection Act. However, if data needs to be retained, transferred to, or processed in countries that have less stringent personal data protection laws than Singapore in order to provide you with the Services you, you are deemed to consent to such transfer, storage, or processing in providing your Personal Data to us during your use of the Platform. You may at any time inform us that you wish to withdraw your consent to such transfer, storage, or processing of your Personal Data. This may affect or remove our ability to provide you with certain or all the Services.

8 Your consent and rights

- 8.1 Under the Personal Data Protection Act, individuals have (amongst other things) the rights to:
- (a) access your Personal Data held by us;
 - (b) require us to correct as soon as reasonably practicable any data relating to you that is inaccurate;
 - (c) ascertain our policies and practices in relation to Personal Data and the kind of Personal Data held by us; and
 - (d) object to the use of your Personal Data for marketing purposes and require that we shall not use your Personal Data for marketing purposes after you communicate your objection to us.

8.2 However, please note that Singapore law allows us to refuse such requests under certain circumstances, such as where (i) the burden or expense of providing access to the relevant data would be unreasonable to us or disproportionate to your interests or (ii) disclosing such Personal Data would reveal confidential commercial information that could reasonably be expected to harm our competitive position.

8.3 Please send requests for such objections, access to Personal Data, correction of Personal Data, information regarding policies and practices, and kinds of Personal Data held, as well as questions or complaints, to varun@hfxtoken.com. We reserve the right to charge a reasonable fee for processing any data access request(s).

9 Limitation of Liability

- (a) To the maximum extent permitted by law, we will not be liable to you for any loss (including loss of information, data, revenues, profits or savings) or damage resulting, directly or indirectly, from any use of, or reliance on the Services. You assume full responsibility for results obtained from the use of the Services and the conclusions drawn from such use.
- (b) Without prejudice to the scope of clause 9(a), if you suffer loss or damage as a result of our gross negligence or willful failure to comply with our obligations under this Policy, any claim by you against us will in any event be limited to US\$1,000.

10 Governing law and jurisdiction

This Policy is governed by and is to be construed in accordance with the laws of Singapore. Any dispute arising out of or in connection herewith is subject to the exclusive jurisdiction of the Singapore courts.

Last updated on 25 May 2018.