

PRIVACY AND PERSONAL DATA POLICY

Scope and Legal Effect

Thank you for visiting and using the website at www.moolahgo.com and the services, features, functions and mobile applications (each a “Service” and collectively, the “Services”) offered on the website and mobile application (collectively, the “Platform”). This Platform is owned and maintained by MOOLAHGO Pte. Ltd. (“MG”). All access to and use of the contents and services provided on the Platform shall be governed by the terms and conditions contained in this privacy and personal data policy (“Policy” or “Privacy and Personal Data Policy”), which shall constitute legally binding obligations on you in consideration for MG permitting you access to the Platform and use of the Services. Unless otherwise provided, any updates, enhancement, variation or addition to any Service, shall be subjected to this Policy. By using the Platform, you agree to be legally bound by this Policy, which shall take effect upon your first access of the Platform. If you do not accept any term in this Policy or do not agree to be legally bound by this Policy, please do not access and/or use the Platform.

MG reserves the right to supplement, vary or amend this Policy from time to time without further notice. Changes to this Policy will be posted on this page, and the “Last Updated” date at the top of this Policy will be revised. It is your responsibility to review this Policy upon each access or use to ensure you are aware of any changes made by MG. Your continued access or use of the Platform after changes are posted constitutes your agreement to be legally bound by the Policy as updated and/or amended and for such revised Policy to apply to all current and past usage by you of this Platform. If you do not agree to any of the changes, we are not obliged to continue providing you with any Service, and you must stop using the Platform and the Services.

Usage on behalf of an Entity*

If you are using the Platform and its Services on behalf of a firm, corporation, partnership or any other organisation (a) you are agreeing to MG for that firm, corporation, partnership or organisation and represent and warrant to MG that you have the authority to bind that firm, corporation, partnership or organisation to this Policy (in which event “you” or “your” will refer to you as the actual user of the Platform and Services, and as the case may be, shall further include that firm, corporation, partnership and organization), unless that organisation has a separate contract in effect with us, in which event the terms of that contract will to the extent of any inconsistency prevail over this Policy in your use of the Platform and Services; and (b) you may use the Platform only in compliance with this Policy and only if you have the power to form a contract with MG, and are not barred under any applicable laws from doing so.

**Services are currently only offered to individuals. This section is only applicable when the Services are made available to firms, corporations, partnerships or any other organisations.*

Between User and the Platform

1. For purposes of this Policy, “personal information” means any information by which someone (which shall include a company or partnership) can be personally identified, including name, address, nationality, date of birth, telephone number, email address, bank account information, credit or debit card information, and other information incidental to providing goods or services. Such other information includes but not limited to documents and images submitted for identity verification and as address proof during the Know-Your-Customer (“KYC”) process as well as Platform usage records. The Platform also collects certain non-personally identifiable information about you, including but not limited to your domain name, access provider, IP address, and browser language, and browsing or other user unique information or patterns.
2. MG collects personal information from you when:
 - (a) you voluntarily provide MG with this information, such as when registering as a member on the Platform or adding information to your account, completing a form, submitting / amending / cancelling / matching a transaction listing;
 - (b) through your utilization of the Services such as when you access to view the Platform or make payment for Services; or

- (c) correspond with us, such as when you send us a query through email or the Platform. MG also collects personal information from you about your recipients of funds when you voluntarily provide MG with this information when you create a listing to send money or when you match a listing to send money to your recipient. MG may also request for additional personal information about your recipients of funds where necessary to complete the transaction or when requested by the authorities. Such information shall also be included into the definition of “personal information” as part of this Policy.
3. Where providing personal information of an individual other than yourself, you warrant and represent to MG that you have obtained their consent to the disclosure. MG may require you to provide confirmation in writing from the individual or seek confirmation directly from the individual that he or she has consented to the use of his or her personal information, where required or as MG sees fit.
 4. All personal information collected on the Platform may be utilized by MG for the following purposes (“**Purposes**”):
 - (a) for the specific purpose for which it was volunteered;
 - (b) to provide the Services;
 - (c) to improve the content, appearance and utility of the Platform;
 - (d) to understand your needs and preferences;
 - (e) to develop, market or sell the Services;
 - (f) to conduct surveys, research and evaluations;
 - (g) to manage and develop our business and operations, administer accounts, and collect and process payments or currency exchanges or load your currency wallets;
 - (h) to detect and protect MG and other third parties against negligence, fraud, theft and other illegal activities;
 - (i) as permitted by, and to comply with, any legal or regulatory requirements, process or provisions; and
 - (j) as permitted under any other agreement between you and MG.
 5. Personal information that you provide will be provided to third parties in connection with any Services provided by third parties (including without limitation, third party payment processing companies, money-changers, remittance operators, mobile short-messaging-system providers, anti-money laundering/counter-terrorism financing watchlist database providers, law firms, banks or relevant authorities) (“**Third Party Services**”), and MG shall not be liable for the manner or care in which providers of Third Party Services maintain, protect or utilize your personal information. MG shall be entitled to store and combine information you provide on the Platform with information you provide to us in other ways, and with information from third parties. Please ensure that the personal information provided by you is accurate
 6. MG shall be entitled to disclose your personal information collected on the Platform or during our provision of Service to you to:
 - (a) the subsidiaries or affiliated companies of MG; and
 - (b) third parties who provide services to us, such as maintenance of the Platform or Services, monitoring of Platform activity, provision of Platform content, maintenance of user database, maintenance of email system, maintenance of file management system for the Purposes set out above.

MG shall in addition be entitled to collect, use or disclose your personal information without your consent if required to do so, or as permitted, by law.
 7. Personal information collected by MG may be stored and processed within or outside of Singapore or any other country in which MG, its subsidiaries and affiliates, its service providers, or its agents maintain facilities. In accordance with the Personal Data Protection Act 2012 of Singapore (“**PDPA**”), MG shall:
 - (a) take appropriate steps to ensure that MG complies with Parts III to VI of the PDPA, in respect of the transferred personal data while it remains in the possession or under the control of MG; and

- (b) take appropriate steps to ascertain whether, and to ensure that, the recipient of the personal information in that country or territory outside Singapore (if any) is bound by legally enforceable obligations to provide to the transferred personal information a standard of protection that is at least comparable to the protection under the PDPA.

By using the Platform, you consent to any such transfer of your personal information outside of Singapore. Personal data including information on the recipient of funds, mobile phone numbers of users and recipients, may be transferred overseas for any of the following purposes:

- (a) for the hosting of web portals or mobile applications by service providers or data intermediaries, based in the United States of America;
 - (b) for completion of transaction requested by a member, such as the use of third party payment or communication service providers, based in the United Kingdom and the United States of America;
 - (c) requests by the respective regulatory bodies and MG partners in the countries where funds are being transferred from or to by a member;
 - (d) requests by banks or other entities in the respective countries where our members and their recipients hold their accounts; and
 - (e) as and when required, for the outsourcing of MG's operations to third party outsourcing companies, based in the Philippines or Malaysia.
8. The Platform may utilize automated tracking devices or software such as a "cookie". By using the Platform, you are deemed to have consented to our use of such cookies. If you do not wish to receive cookies, please configure your internet browser to erase all cookies from your computer, to block all cookies or to receive a warning before a cookie is stored.
 9. MG uses technical and organisational security measures to protect your personal data against accidental and unlawful destruction, loss or alteration and against unauthorized disclosure or access.
 10. The Platform contains links to other websites which are not maintained by MG. Similarly, other websites may contain links to the Platform. MG has no control over such sites and resources, and you acknowledge and agree that MG is not responsible for the privacy practices or contents of those websites.
 11. MG does not represent or warrant that the Platform or its contents are free of errors, infection by computer viruses, and/or other harmful or corrupting code, program, macro and such other unauthorized software. You agree not to hold MG liable for the disclosure of any such information or other personal information that is due to any circumstances beyond the control of MG.
 12. It is generally not necessary for members of the Platform to communicate with other members and MG does not disclose information of a member to another member. In the event that you become aware of the identity of another member of the Platform, you agree to maintain the confidentiality of any information of the member and not to use any such information, including not conducting any direct transactions with another member outside of the Platform.

If you would like to access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information, please contact our data protection officer at dpo@moolahgo.com.

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