

PRIVACY POLICY

This Privacy Policy describes how Asiatic Agricultural Industries Pte Ltd and its respective subsidiaries, affiliates, associated companies and jointly controlled entities (collectively, “**Asiatic**”, “**we**”, “**our**” or “**us**”), collect, use, process, protect and disclose your personal data through the use of through www.thermacell.com.sg (“**Site**”).

This Privacy Policy applies to all Site users, customers or other individual’s personal data which is in our possession or under our control (collectively, “**you**”, “**your**” or “**yours**”).

Your privacy is very important to us and we are committed to maintaining your trust. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate, process, manage, disclose and make use of your personal data.

Your continued use of the Site after any changes to this Privacy Policy, whether or not reviewed by you, shall constitute your consent and acceptance of the terms. If you do not agree to the terms of this Privacy Policy, please do not access, use or purchase any products through the Site.

1. Collection, Use and Disclosure of Personal Data

1.1. “**Personal Data**” is data that can be used to identify a natural person. We may collect the following personal data from you for our core business purposes, including but not limited to:

- (a) **Your Profile / Account Information.** We collect your name, mobile number and your email address, delivery address and/or billing information on registration and/or when you purchase products through the Site;
- (b) **Voluntarily Provided Information.** We collect information which you voluntarily provided to us, such as when you contact us or provide feedback to us;
- (c) **Usage and Log Information.** We collect diagnostic, cookie information and performance information when you use the Site;
- (d) **Site Support and Feedback.** We collect copies of your messages and how to contact you to provide Site support when you contact us with queries or provide feedback to us on your use of the Site;
- (e) **Transactional Information.** If you pay to us, we may receive information and confirmations, such as payment receipts, including from the Site or other third parties processing your payment;
- (f) **Information Other Parties Provide About You.** We may receive information that other people provide to us, which may include information about you;
- (g) **Third-Party Providers.** We may work with third-party providers to help us operate, provide, improve, understand, customise, support and market the Site. These providers may provide us with information about you in certain circumstances; and
- (h) **Third-Party Services.** We may allow you to use the Site in connection with third-party services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

1.2. We may collect, use, disclose, retain, process or transfer your personal data for the following purposes, including but not limited to :

- (a) setting up your registered user account and profile on the Site;
- (b) to process, administer and manage your purchases at our Site;
- (c) for accounting, billing and verification purposes;
- (d) for shipping and delivery purposes;

- (e) to provide and improve our services and our operations of the Site, including informing you of any change or updates in our Site;
- (f) for data aggregation and statistical analytics (i.e monitoring usage and activity trends) and to perform market, demographic or trend analysis/survey for research and marketing purposes;
- (g) for targeted online marketing;
- (h) to evaluate, assess and process applications, instructions or requests from you;
- (i) to communicate with you including providing you with news, publications, events and updates on the Site;
- (j) to respond to any feedback, queries or requests;
- (k) to address or investigate any complains, claims or disputes;
- (l) handling any issues which have come to our attention;
- (m) to facilitate investigations into or to take action regarding any suspicious or illegal activity on the Site;
- (n) for disaster recovery and back-up;
- (o) where required by any act, statute, law, or regulation, rules, directives, or by the order of a government authority or a court or tribunal of competent jurisdiction;
- (p) any purposes exempted under the applicable laws;
- (q) such other purposes as consented to by you;
- (r) any other purpose reasonably related to the aforesaid.

(collectively, "**Purposes**")

- 1.3. Notwithstanding anything to the contrary, we may generate aggregated and statistical data derived from your use of the Site and/or from your information, including, without limitation, aggregated or anonymized data, the number of records, the number and types of transactions, configurations, and reports processed ("**Aggregated Data**"). By using the Site and storing data on the Site, you agree that we may have access to your data for the purpose of generating Aggregated Data. Such Aggregated Data shall not include any personally identifiable information.

You acknowledge and agree that we own:-

- (a) the Aggregated Data; and
- (b) the processed data that results from any data analysis and processing by us or our affiliates ("**Processed Data**").

Nothing herein shall be construed as prohibiting us from utilizing or disclosing the Aggregated Data and/or Processed Data for purposes of operating our business, provided that our use of Aggregated Data and/or Processed Data will not reveal the identity, whether directly or indirectly, of any individual. In no event shall the Aggregated Data and/or Processed Data include any personally identifiable information.

You further acknowledge and agree that, as part of our Site operations, we may from time to time provide on the Site with product or service advertisements from us or our affiliates or partners based on the Aggregated Data and/or Processed Data collected or processed by us.

- 1.4. We can also share your personal data as part of a sale, merger or change in control, or in preparation for any of these events. Any other entity which acquires or merge us will have the

right to continue to use your data, but only in the manner set out in this Privacy Policy unless you agree otherwise.

- 1.5. We may transfer, store, process and/or deal with your personal data outside of Singapore. In doing so, we will comply with the Personal Data Protection Act 2012 (No. 26 of 2012) (“PDPA”) and other applicable data privacy protection and privacy laws.

2. Disclosure of Personal Data

1. We may disclose your personal data to our staff, partners, third party service providers (such as lawyers or auditors), agents, contractors, subcontractors and affiliates in Singapore or elsewhere, for the Purposes, to maintain and facilitate the functionalities and features of the Site, or to protect the security or integrity of this Site and our databases. We will use commercially reasonable efforts to ensure that such partners do not use your personal data for a purpose other than the purposes for which the personal data were originally given. You agree and acknowledge that the respective privacy policies of our partners, third party service providers, agents, contractors, subcontractors and affiliates may apply in respect of your personal data collected by them.
2. We will also use our reasonable endeavour to ensure that your Personal Data disclosed to any of the above parties is kept confidential and secure. Nevertheless, we do not warrant or take responsibility of any misuse undertaken by such parties which are beyond our control.

3. Access to and Correction of Personal Data

Upon request, we will:-

- (a) provide you with access to your personal data or other appropriate information on your personal data in accordance with the requirements of the PDPA;
- (b) correct an error or omission in your personal data that is in our possession or control in accordance with the requirements of the PDPA.

We may charge for a request for access in accordance with the requirements of the PDPA.

4. Retention of Your Information

We retain your personal data as long as we are providing services to you and/or for such period of time that you have an account with us for the Purposes or otherwise as permitted under the PDPA. We may also retain personal data after we cease providing services directly or indirectly to you, even if you close your account with us or after we have completed delivery of your products purchased at our Site, for the Purposes or otherwise as permitted under the PDPA or to the extent necessary to comply with our legal and regulatory obligations, and for the purpose of fraud monitoring, detection and prevention.

We may retain your personal data to comply with our tax, accounting, and financial reporting obligations, where we are required to retain the data by our contractual commitments to our financial partners, and where data retention is mandated by the payment methods that we support. Where we retain data, we do so in accordance with any limitation periods and records retention obligations that are imposed by applicable law.

Notwithstanding the foregoing, we reserved the right to destroy or delete any of your personal data from our system at our sole discretion without further reference to you.

5. Children

Our Site is not designed or intended to appeal to minors and we do not knowingly attempt to solicit or receive any information from children. However, if a child under the age of thirteen (13) has provided us with any personal data, the parent or guardian of such child should contact us immediately at dpo@thermacell.com.sg so we can delete such information from our system.

6. Accuracy of Your Personal Data

- 6.1. You represent, warrant and undertake to us that all personal data you have provided to us or stored in the Site is true, accurate, up-to-date, and not misleading.
- 6.2. You agree and acknowledge that all representations and warranties given by you are personal statements and assurances on which we and any other third party receiving information posted by you on the Site will rely on.

7. Confidentiality

Save where expressly provided herein, we will not to reveal to any person, firm or company any which may come to our knowledge hereunder and shall keep with complete secrecy the personal data provided by you and shall not use or attempt to use any such personal data in any manner without your permission. These restrictions shall cease to apply to information or knowledge which may come into the public domain other than as a result of any act or breach of this Privacy Policy by us.

8. Security of Your Personal Data

- 8.1. Where appropriate, we use available technology to protect the security of communications made through the Site. However, as no data transmission over the Internet can be guaranteed to be completely secure, we cannot guarantee the security of any information you transmit to us, and you transmit such information at your own risk. We do not accept liability for the security, authenticity, integrity or confidentiality of any transaction and other communications made through the Site.
- 8.2. Internet communications may be susceptible to interference or interception by third parties. Despite our best efforts, we make no warranties that the Site is free of viruses or other unauthorised software.
- 8.3. You should take appropriate steps to keep your information, software and equipment secure. This includes choosing your password carefully and keeping your password and computer or mobile device secure by signing out after using the Site.

9. Third Party Sites

- 9.1. The Site may contain hyper-links to websites, web pages and/or apps which are not produced or maintained by us. We make no representation and are not responsible for the Content of those sites and shall not be liable for any damages or loss arising from access to those sites. Any content, services, representations made on such sites are solely the responsibility of the operator of those sites and we assume no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked websites, web pages and/or apps are entirely at your own risk.
- 9.2. All hyper-links to other websites, web pages and/or app are provided as a convenience to you as a user of the Site. In no circumstances shall Asiatic be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the sites to which the Site is linked.

10. Cookies

We use cookies, where a small data file is sent to your browser to store and track information regarding you when you enter our Site. The cookies are used to track information such as frequency of website visit and duration of visit and web pages visited. This is to allow us to understand our web traffic better, customise your surfing experience and pave way for our future site improvement. While the cookies can tell us when you enter our Site and which web pages you visit, they cannot read data off your hard disk.

11. Web Beacons

In limited circumstances we also may use web beacons to collect anonymous, non-personal information about your use of our Site, and your use of emails, special promotions or

newsletters we send to you. Web beacons (also known as pixel tags) are tiny graphic image files imbedded in a web page or email that provide a presence on the web page or email and send back to its home server information from your browser. The information collected by web beacons allows us to statistically monitor how many people are using the Site, or opening our emails, and for what purposes.

12. Contacts

If you wish to revoke your consent to the collection, use and disclosure of your personal data, or you wish to correct your personal data or if you have any comments, concerns or questions about this Privacy Policy, our policies and practices, please contact our Data Protection Officer at dpo@thermacell.com.sg. We will respond to you within fourteen (14) working days.

13. Applicable Law

The terms in this Privacy Policy are governed by the laws of the Republic of Singapore.

14. Modification

The terms of this Privacy Policy may be amended from time to time to ensure that this policy is consistent with any developments to the way Asiatic uses your personal data or any changes to the laws and regulations applicable to Asiatic. We will make available the updated policy on this page. Your access or use of the Site after such changes have been posted will constitute your agreement to the modified Privacy Policy and all of the changes. All communications, transactions and dealings with us shall be subject to the latest version of this policy in force at the time.

15. Terms of Use

By accessing or using the Site, you are deemed to have also accepted our Terms of Use at www.thermacell.com.sg/termsfuse.

The last update to this Privacy Policy was posted on 1 January 2021.