

## Privacy Policy

This Privacy Policy governs customer's acquisition and use of Moaah services.

If a customer registers for a free trial or fee waiver program of Moaah services or for free services, the applicable provisions of this Policy will also govern that free trial or those free services.

By accepting this Policy, by (1) clicking a box indicating acceptance, (2) creating an account with Moaah, or (3) using free services, customer agrees to the terms of this Policy. If the individual accepting this Policy is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "customer" shall refer to such entity and its affiliates. If the individual accepting this Policy does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Policy and may not use the services.

### Definitions

"Site" means our website, [www.moaah.com](http://www.moaah.com).

"Service" means our Site, including Restricted Area and Public Area, or any other extension of websites or links owned, operated or managed by Moaah.

"Moaah", "we" or "us" means Moaah Pte. Ltd.

"Client" means a customer of Moaah.

"Client Data" means personal data, reports, addresses, and other files, folders or documents in electronic form that a User of the Service stores within the Service.

"Personal Data" means any information relating to an identified or identifiable natural person, or organisations, or any other unincorporated entities.

"Public Area" means the area of the Site that can be accessed both by Users and Visitors, without requiring to log in with a registered account.

"Restricted Area" means the area of the Site that can be accessed only by Users, and where access requires logging in..

"User" means an employee, agent, or representative of a Client, who primarily uses the restricted areas of the Site for the purpose of accessing the Service in such capacity.

"Visitor" means an individual other than a User, who uses the public area, but has no access to the restricted areas of the Site or Service.

"Policy" means this Privacy Policy.



“Company Account” means an account held by a company, who is direct customer of Moaah. The company holding the Company Account has exclusive rights over all accounts registered and created under the Company Account.

“Company” means an entity, who is direct customer of Moaah, using the Services with Company Account.

“Account” means an account registered with Moaah for use of our Service.

## **1. The Information we Collect on the Service**

We collect different types of information from or through the Service. The legal bases for Moaah’s processing of personal data are primarily that the processing is necessary for providing the Service in accordance with Moaah’s Terms of Service and that the processing is carried out in Moaah’s legitimate interests.

### **1.1 User-provided Information**

When you use the Service, as a User or a Visitor, you may provide, and we may collect Personal Data. Examples of Personal Data includes name, email address, mailing address, phone number, and credit card or other billing information. Personal Data also includes other information, such as geographic area, preference, or any other information pertaining to your position in an organization, when any such information is linked to information that identifies a specific individual or an organization. You may provide us with Personal Data in various ways on the Service. For example, when you register an Account, complete and submit web site forms, use the Service, or send us customer-service-related requests. You may also provide us with Personal Data when you interact with Moaah by email, telephone, face-to-face, or web site chat services.

### **1.2 Information Collected by Users**

A Client, or User may store or upload into the Service Client Data. Moaah has no direct relationship with the individual, or entities whose Personal Data it hosts as part of Client Data. Each User is responsible for providing notice to its customers, and third persons concerning the purpose for which User collects their Personal Data and how this Personal Data is process in or through the Service as part of Client Data. In the event User wishes to export and transfer any Client Data out of Moaah for an external use, User may collect appropriate consent from relevant persons whose personal data is collected in User’s Client Data.

### **1.3 “Automatically Collected” Information**

When a User or Visitor uses the Service, we may automatically record certain information from the User’s or Visitor’s device by using various types of technology, including cookies. This “automatically collected” information may include IP address or other device addresses or ID, web browser and/or device type, the web pages or sites visited just before or just after using the Service, the pages or other content the User or Visitor views or interacts with on



the Service, and the dates, times and duration of the visit or use of Service, access, or use of the Service. We also may use these technologies to collect information regarding a Visitor or User's information with email messages, such as whether the Visitor or User opens, clicks, or forward a message, or an email. This information is gathered from all Users or Visitors.

#### **1.4 Integrated Services**

You may be given the option to use Integrated Services, which are software, services, and other technology solutions integrated with Moaah. By authorizing us to connect with an Integrated Service, you authorise us to access and store your name, email address(es), gender, current city, profile picture URL, and other information that the Integrated Service makes available to us, and to use and disclose it in accordance with this Policy. You should check your privacy settings on each Integrated Service to understand what information that Integrated Service makes available to us.

#### **1.5 Information from Other Sources**

We may obtain information, including Personal Data, from third parties and sources other than the Service, such as our partners and Integrated Services. If we combine or associate information from other sources with Personal Data that we collect through the Service, we will treat the combined information as Personal Data in accordance with this Policy.

### **2. How we use the Information we collect**

We use the information we collect in a variety of ways in providing the Service and operating our business, including the following:

#### **2.1 Operations**

We use the information – other than the Client Data – operate, maintain, enhance and provide all features of the Service, to provide the services and information that you request, analyse the data, and respond to inquiries and to provide support to users of the Service.

#### **2.2 Improvements**

We use the information – other than Client Data – to understand and analyse the usage trends and preferences of our Visitors and Users, to improve the Service, and to develop new products, services, features and functionality.

#### **2.3 Communications to our Users and Clients**

We may use a Visitor's or User's email address or other information – other than Client Data – to contact that Visitor or User (1) for administrative purpose such as customer service, to address intellectual property infringement, right of privacy violations or defamation issues related to the Client Data or Personal Data posted on the Service, or (2) with updates on promotions, events, relating to products and services offered by us and by third parties we



work with. Users and Visitors have option to opt out of receiving any promotional communications by responding to us via email.

## **2.4 Cookies and Tracking Technology**

We use automatically collected information and other information collected on the Service through cookies and similar technologies to: (i) personalise our Service, (ii) provide customised advertisements, content and information; (iii) monitor and analyse the effectiveness of Service and third-party marketing activities; (iv) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (v) track your entries, submissions, and status in any promotions or other activities on the Service.

## **2.5 Analytics**

We use Google Analytics to measure and evaluate access to and traffic on the Public Area of the Site, and create user navigation reports for our Site administrators. Google operates independently from us and has its own privacy policy, which we strongly suggest you review. Google may use the information collected through Google Analytics to evaluate Users' and Visitors' activity on our Site. For more information visit [https://support.google.com/analytics/topic/2919631?hl=en&ref\\_topic=1008008](https://support.google.com/analytics/topic/2919631?hl=en&ref_topic=1008008).

We use our own data analytics in provision of our Services. We use all information and data entered into Moah by our User and Visitors, to provide the overall and individual statistics of past usage of our Services, which may be accessed under menu "dashboard", and "analytics report".

## **3. To whom we may disclose information**

Except as described in this Policy, we will not intentionally disclose the Personal Data or Client Data that we collect or store on the Service to third parties without the consent of the applicable Visitor, User or Client. We may disclose information to third parties if you consent us doing so, as well as in the following circumstances:

### **3.1 Unrestricted information**

Any information that you voluntarily choose to include in a Public Area of the Service, will be available to any Visitor or User who has access to that content.

### **3.2 Service Providers**

We work with third party service providers who provide website, application development, hosting, maintenance, sales and other services for us. These third parties may have access to, or process Personal Data or Client Data as party of providing those services for us. All data disclosed to third parties are done to an extent reasonably necessary to develop, maintain or otherwise facilitate Moah.

### **3.3 Non Personally identifiable information**



We may make certain automatically-collected, aggregated, or otherwise non-personally identifiable information available to third parties for various purposes, including (i) compliance with various reporting obligations; (ii) for business or marketing purposes; (iii) to assist such parties in understanding our Clients', Users' and Visitors' interests, habits, usage patterns for certain programs, content, services, and/or functionality available through the Service, and (iv) for market research and analysis to produce in-depth reports of industries where our Users and Visitors are applicable.

### **3.4 Law Enforcement, Legal Process and Compliance**

We may disclose Personal Data or other information if required to do so by law or in the good-faith belief that such action is necessary to comply with applicable laws, in response to a facially valid court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies.

We also reserve right to disclose Personal Data or other information that we believe, in good faith, is appropriate or necessary to (i) take precautions against liability, (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity, (iii) investigate and defend ourselves against any third party claims or allegations, (iv) protect the security or integrity of the Service and any facilities or equipment used to make the Services available, or (v) protect our property or other legal rights, enforce our contracts, or protect the rights, property or safety of others. We are not responsible for any intentional tort or negligent acts of third parties, who may gain access to any data held by us, without our express consent.

### **3.5 Change of Ownership**

Information about Users and Visitors, including Personal Data, may be disclosed and otherwise transferred to any acquirer, successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transactions, as well as in the event of insolvency, bankruptcy, or receivership.

Client Data may be physically or electronically transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership, for the purpose of continuing the operation of the Service.

## **4. Your Choices, Your Data & Commercial Communications**

### **4.1 Access, Correction, Deletion**

As a User, you may update, correct or delete any information you have entered into our Services. In the event that you are a registered user under a Company Account, you may be required to obtain consent from your company, who holds the Company Account, to update, correct or delete any information you have entered into our Services. The Company Account holds all rights to any data or information entered into by registered users under the Company Account. All Users are responsible in obtaining relevant consent from third parties



that their personal information may be shared with the Company, and that they consent to relevant privacy terms as set out in this Policy.

#### **4.2 Opting out from Commercial Communications**

If you receive commercial emails from us, you may unsubscribe any time by following the instructions contained in the email or by sending an email to us at [contact@moah.com](mailto:contact@moah.com).

Please be aware that if you opt-out of receiving commercial email from us, or other related requests, it may take up to ten (10) business days for us to process your request.

Additionally, even after you opt-out from receiving commercial messages from us, you will continue to receive business-essential and administrative messages from us regarding the Service. This includes any updates in our Privacy Policy terms.

Moah has no direct relationship with the User's customers or third parties whose Personal Data it may process on behalf of a User. An individual or entity who seeks access, or who seeks to correct, amend, delete inaccurate data or withdraw consent for further contact, or storage of Personal Data, should direct his or her query to the User, or the Client.

Moah is not responsible for removing User Information from the lists of any third party who has previously been provided your information in accordance with this Privacy Policy.

#### **5. Third-Party Services**

The Service may contain features or links to web sites and services provided by third parties. Any information you provide on third-party sites or services is provided directly to the operators of such services and is subject to those operators' policies, if any, governing privacy and security; even if accessed through the Service. We are not responsible for the content or privacy and security practices and policies of third party sites or services to which links or access are provided through the Service. We encourage you to learn about third parties' privacy and security policies before providing them with information.

#### **6. Cookies**

We may use the following types of cookies when accessing our Service to both Users and Visitors:

- Session cookies – these cookies help us recognise users and the information provided when you navigate through our Service. Session cookies only retain information about a user's activities for as long as you are on our Site. Once the web browser is closed, the cookies are deleted.
- Persistent cookies – these cookies remain in operation even after the web browser has closed, to help remember login details and passwords so Users do not have to re-enter details every time they use our Services. We set persistent cookies to also store your preferences. You can remove persistent cookies by following directions provided

in your Internet browser's "help" file. If you reject cookies, you may still use our Services, but your ability to use some areas of our Site, will be limited.

- Third party cookies – these cookies are installed by third parties with the aim of collecting certain information from Users to carry out research into, for example behaviour, demographics or engagement habits. The use of cookies by our partners, affiliates, tracking utility company, service providers is not covered by our privacy statement. We do not have access or control over these cookies, but we ensure that such third party cookies are used to aid and facilitate the use of Service by our Users and Visitors.

## **7. Importing/Exporting of Data**

When you use our Services, you may be asked to import or export data, including Client Data, at your discretion, for your own or your Company's usage. A copy of your Client Data will be stored on our servers and will be used strictly for your and your Company's usage.

## **8. Notice**

Moaah will not transfer User Information to third parties, without your consent, except in circumstances as set out above in Clause 2 and Clause 3. Upon your consent, we may transfer your information across borders and from your country or jurisdiction to other countries or jurisdictions around the world.

## **9. Role as Data Intermediary**

According to the Personal Data Protection Act, Moaah is a data intermediary, defined in the Act as an organisation that process personal data on behalf of another organisation, but does not include an employee of that other organisation.

Moaah, as a data intermediary, is only subject to the Data Protection Provisions relating to the protection of personal data (later referred to as the "Protection Obligation") and retention of personal data (later referred to as the "Retention Limitation Obligation") and not any of the other Data Protection Provisions.

## **10. Protection Measures**

The following measures are taken to ensure Moaah's compliance with protection obligation under PDPA:

- Moaah requires employees to be bound by confidentiality obligation in their employment agreement;
- In the event an employee has breached confidential obligation under the terms of employment agreement, such acts will not be tolerated and will be considered grounds for dismissal, contract termination and/or loss of payment;



- Moaah shall conduct training sessions or staffs to impart good practices in handling personal data and strengthen awareness of threats to security of personal data;
- Moaah shall ensure computer networks are secure;
- Moaah shall install appropriate computer security software and use suitable computer security settings;
- Moaah shall conduct regular checks that spyware is not used by any of Moaah's employee, agent, partner or affiliate on Moaah's behalf. In the event that spyware has been used intentionally by the aforementioned parties, it will be considered grounds for dismissal, contract termination, and/or loss of payment.

### **11. The Retention Limitation**

In the event that the Client ceases to engage Services provided by Moaah, Moaah shall cease to retain the personal data and other data entered into by the Client and its associated Users under the following terms.

- Moaah shall cease to retain by anonymising the personal data, or deleting the data from our Site and data storage;
- Billing information is retained for a period of 7 years as of their provision to Moaah;
- The contents of closed accounts are deleted or anonymised within 1 month of the date of closure.
- There is no backups kept after closure of account, or failure to pay the outstanding invoice for up to 14 days, unless otherwise expressly agreed;
- Data may be retained in the event necessary for compliance with legal obligation, resolve disputes or enforce agreements.

### **12. Changes to Privacy Policy**

Moaah may, at its sole and absolute discretion, amend this Privacy Policy from time to time. If we make any substantial changes, we shall publish a notice on our Site, or send emails notifying of such changes.

It is the responsibility of the Users and the Visitors to review the terms of this Privacy Policy from time to time.

By continuing the usage of our Site and our Services, you have given consent to all the terms pertaining to this Policy.