



Savee Personal Data Protection Policy

Savee Product

Terms and conditions governing the use of the platform within the Savee app.

Last Revision Date: 15 December 2022

1. INTRODUCTION

Savee is a platform ("Platform") operated by Paladium Technologies within the Savee app. By accessing or using this Platform, you agree to be bound by these terms and conditions, including any amendments that may be made from time to time.

Savee reserves the right to modify, change or update these terms and conditions at any time.

Amendments to these terms and conditions will take effect when posted on the Platform. You will be notified of any amendments through the Platform. Your continued use of the Platform thereafter represents your agreement to the amendments. Please read the following terms and conditions carefully before using this Platform.

2. DATA PRIVACY AND CONFIDENTIALITY

The Platform collects various types of information about you, including your personal data. For the purposes of these terms and conditions, "personal data" shall have the meaning given to it in the Personal Data Protection Act 2012 (PDPA) and General Data Protection Regulation of 2018 (GDPR), with the GDPR being the prioritising standards that the platform adheres to in due to its higher rigour in protecting your Personal Data

2.1. The Information we collect:

The Platform collects the following information from you:

- (a) Your personal details – including your name, month and year of birth, gender, mobile number, email.
- (b) Your current consumption activity level - for example, how much you have spent on food for the different days
- (c) Other information needed to build your personal user profile - for example, your place of residence.
- (d) Your physical location information.
- (e) Statistics on how you use the Platform - for example, what Features you use, when you use them, and for how long.
- (f) Data about your device - for example, the type of device, operating system it is running on, network information and advertising ID.

2.2. How we use your personal information

We use your information to:

- (a) Personalize your experience by making it easier for you to discover relevant content, activities, and rewards that may improve your personal well-being and maintain an active user on the platform.
- (b) Improve the user interface and experience of the Platform as well as roll out new features on the Platform over time.
- (c) Keep you informed of Platform Feature updates, system maintenance notice(s), new collaboration announcements, changes to the rewards and points program.
- (d) Prevent fraud or unauthorized activity on the Platform by validating the data collected from your device

2.3. Sharing your information

We only share anonymized information with:

- (a) Our partners in order to provide incentives to you when you perform certain tasks and to promote special offers that you may be eligible for. If you do not wish to provide your data and activities to any of our partners, please do not use the Platform.

By using this Platform, you consent to Savee collecting, using and disclosing your anonymized activity data to the partners for the purpose stated above.

2.4. Deleting Your Personal Information

Should you choose to delete your account from the Platform, the Platform will delete all personal information about you in accordance to PDPA and GDPR standards, with GDPR being the prioritising standards that the Platform adheres to. GDPR defines 'Personal data' to mean any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The platform will seek to remove all forms of collected personal data related to you that can be used to either directly and indirectly identify you as follows: Name, Email, Handphone Number, Advertising ID, Residential Address, Bank Account Numbers, Card Numbers, Loyalty Program numbers (if any)

For More Information on GDPR: <https://gdpr.eu/eu-gdpr-personal-data/>

3. RIGHTS AND OBLIGATIONS OF USERS

By using the Platform, you represent, warrant and/or agree that:

3.1. Any and all information you provide is true and correct, and you remain fully responsible for the accuracy of the information given;

3.2. You will abide by these terms of service that govern your use of your account ("User Account") on the Platform and the features on any parts of the Platform ("Feature(s)");

3.2.1. Receipt Image Upload Feature

(a) The purpose of the Receipt Image Upload Feature is for us to verify the expenditure that you have undertaken, and to record it on the Platform under your User Account and then reward you with the appropriate number of points or cashback for the different tiers of expenditure that you have made.

(b) By using the Platform and its Receipt Image Uploading Feature, you agree to use the Platform and the said Feature(s) in the way it is intended to be used and according to its terms of use.

(c) You must not cheat or attempt to cheat the system, by doctoring the images of the receipts that are not obtained by your personal expenditure or otherwise by manipulating the receipt image or uploading receipts that are not yours to the Platform in any way.

(d) Usage of the Platform and its Receipt Image Uploading Feature outside of its spirit of intent and terms of use amounts to cheating. If Savee detects, or has a reasonable belief that you are cheating, attempting to cheat or assisting someone else to cheat the system through any means, for either yourself or other persons, regardless of the benefits that you may or may not derive directly or indirectly from the act, your access to the Platform may be revoked, and you may face any of the consequences set forth in the clause 3.2.6.

(e) You may wish to participate in the various challenges involving the Receipt Uploading Image Feature. The receipt information that is recorded on your User Account may then be utilized for that purpose. Additional terms and conditions may apply to these challenges.

(f) You accept that should you login to your User Account and upload the receipt image outside of the Duration, the cashback and reward points recorded by your Device will not be synced to your User Account, and that you forgo all rights to earn the corresponding points attributed to the duration period allocated by Savee's reward guidelines.

(g) Savee may change the Duration at any time at its sole discretion. If you continue to use the Platform after we change the terms of the Duration, you are deemed to have agreed to the new terms.

(h) The Platform and its Receipt Image Uploading Feature of the Platform is intended for use in Singapore only. When you use the Platform outside of Singapore, the Platform and its Receipt Uploading Feature may not function as intended. Travelling across different time zones may result in inaccurate recording of your receipts. Savee bears no responsibility for a failure of the Platform to record or sync in these instances. Savee, may at its sole discretion, decide if any measure should be taken when such inaccuracy arises.

(i) The receipt and cashback images are retrieved directly from your Device. They are intended only as a reference to your general expenditure level and in no way provides an accurate representation of the actual expenditure that you have made for any particular time period

(j) Savee is not responsible for the accuracy of the data, and any discrepancy between the Receipt image displayed on the Platform, recorded under your User Account, your Device, or any other expenditure data you may have obtained through other sources.

3.2.2. Rewards

(a) The rewards that are made available on the Platform under the “Rewards” section are intended as an incentive for users to engage in the Features on the Platform. The rewards are meant to be a privilege for all users, and not an entitlement that comes with the usage of the Platform. Savee may choose to make changes to the availability, quantity, eligibility, validity and type of rewards any time before, during or after the user redeems the reward at its sole discretion and without prior notice to the user.

(b) Additional terms may apply to rewards and the redemptions of the same. Please refer to the individual reward terms and conditions found on the Platform when you click on any of the rewards.

(c) You may redeem a reward based on the specified number of points required as indicated on the rewards page. The number of points required to redeem any rewards may not follow any particular formula and may change from time to time without prior notice. By using the Platform, you agree to the above and accept Savee’s sole discretion in making any adjustment to the points required for the redemption of any reward and will not challenge any decisions made by Savee in this regard.

(d) Although the Platform may list incentives from third parties as rewards for redemption, this is in no way an endorsement by Savee on the third party’s company that the incentive is provided by, or the third-party company’s products and/or services.

(e) Rewards are offered “as-is”, and Savee disclaims all representations and warranties to the fullest extent available at law. Consequentially, you bear any and all responsibilities, risk and cost that may be directly or indirectly associated with redeeming the rewards, and will not hold Savee accountable for any damage, cost, injury or whatsoever arising from directly or indirectly redeeming and/or utilizing the rewards.

(g) Each reward has its specific eligibility criteria and terms of use, which may be different for every reward and will be stated when you click on the reward on the Platform. Redeeming and/or utilizing the rewards outside of its spirit of intent and terms of use constitutes cheating. By redeeming the rewards, you acknowledge that you meet the eligibility criteria of the reward and agree to the terms of use of the reward. You further agree that you will not cheat, attempt to cheat or assist someone else to cheat the system directly or indirectly, either for your own benefit or for another persons’ benefit.

3.2.3. Profile

(a) The intent of the Profile Feature is to capture key personal information about you in order to create a User Account.

(b) By using the Platform, you agree to provide your personal information required for the construction of the Profile accurately and to the best of your ability in order for the User Account to be properly created.

(e) With the information provided by you, the Platform will customize the Features that you have access to. You may or may not be able to experience all the Features available on the Platform, and your experience may differ from other users.

(f) By using the Platform, you acknowledge and agree that Savee has sole discretion on determining your access to different Features on the Platform and may make changes to such access without prior notice. Should any of the information provided by you be inaccurate, you acknowledge and agree to accept the full responsibility and consequence that may directly or indirectly be attributed to the inaccurate information provided, such as but not limited to affecting your eligibility to redeem the different rewards, or even termination or suspension of the User Account.

3.2.5. Personal Information and Activity Questions and Assessments (“Questions”)

(a) The Personal Information and Activity Questions and Assessments is a series of questions that may be asked to you at any point of your usage of the Platform, including but not limited to when you use the Platform for the first time. The intent of the Questions is as follows:

(i) Help the Platform understands you better by analyzing the information you have provided.

(ii) Determine your suitability and/or eligibility of certain Features in the Platform.

(b) The Questions are meant to be used as general lifestyle questions around your financial well-being for information purposes only.

(c) We do not in any way make any endorsement, representation or warranty about the content, information or the services on the Platform whether they are our content or our partner’s content. This Platform and its contents are not meant to be used as financial assessment or credit evaluation of your financial conditions.

(d) The use of this Platform and its contents are not financial advice in any form. Please exercise sound judgement at all times. Do not make any financial related decisions as a direct or indirect result of the Questions. By responding to the Questions, you acknowledge that your participation in the Platform and its related content and programs is voluntary and you do so at your own risk.

You waive all rights to hold Savee, its directors and employees accountable for any consequence that may be a direct or indirect result of you taking the Questions and responding to the result of the Questions.

(e) You may not be able to change your responses to the Questions once you have initially submitted them. Therefore, it is important that you answer the questions truthfully and accurately to the best of your ability.

(f) By responding to the questions, you acknowledge the above information and accept that you may not be able to make changes to your responses to the Questions after you have submitted them. You also further agree that you will bear full responsibility and consequence as a direct or indirect result of the inaccurate information that you have provided for the Questions, intentional or otherwise, and that you will not hold Savee accountable for any of such consequences, or require Savee to make any changes to your responses to any or all of the Questions.

(g) Your responses to the Questions may be used by Savee for data analytics purposes. By using the Platform, you acknowledge the above information and agree to let Savee use your responses to the Questions for its data analytics purposes.

3.2.6. Suspension and Termination

(a) Savee will determine, in our discretion, whether there has been a breach of the terms of service through your use of any Feature. When such a breach has occurred, we may take such action as we deem appropriate.

(b) Failure to comply with any term herein constitutes a material breach of the Acceptable Use Policy regarding use of your User Account and our Platform, and may result in us taking all or any of the following actions:

(i) Issue a warning to you;

(ii) Immediate, temporary or permanent removal of some or all of the rights and privileges of using the Platform from your User Account;

(iii) Immediate, temporary or permanent removal of the rewards that you have earned or may earn from using the Platform;

(iv) Immediate, temporary or permanent termination of your User Account;

(v) Legal proceedings against you for reimbursement of all loss and damage, including all associated costs, resulting from the breach; and/or

(vi) Disclosure of all relevant information to law enforcement authorities as we reasonably feel is necessary.

(c) The responses described above are not exhaustive, and we may take any other action we deem appropriate.

4. LIABILITY

4.1. This Platform and all information contained in it are provided on an “as is” and “as available” basis. Savee disclaims all or any express or implied warranties of any kind, including but not limited to, warranties about accuracy, compliance, correctness, fitness or suitability for any purpose in relation to the Platform as well as the information contained therein.

4.2. Savee does not guarantee that access to this Platform will be uninterrupted or error free. To the fullest extent permitted by applicable laws, Savee on behalf of its directors, officers, employees, suppliers, licensors, and service providers, excludes and disclaims liability for any losses and expenses of whatever nature and howsoever arising including, without limitation, any and all direct and indirect loss, liability, costs and/or damage in respect of any matter howsoever arising (whether in tort, negligence or otherwise) under and in connection with the provision and/or use of the Platform and content, including loss of profit, loss of business, loss of use, loss of data, economical loss, general, special, punitive, incidental, direct and indirect and consequential damages;

4.3. Subject always to 4.2., to the extent that Savee’s liability cannot be limited or excluded by the above, its aggregate and cumulative liability is limited to one dollar only (S\$1).

4.4. The financial and expenditure information and other information on the Platform are general in nature. It is provided for information purposes only. This information does not constitute financial advice, legal advice or professional services. In particular, the financial information on this Platform is not intended as a substitute for seeing your banker or other professional advisor.

4.5. Our Platform may contain third party advertisements that may or may not contain embedded hyperlinks or referral buttons to external websites. The display of such advertising does not in any way imply a recommendation or endorsement by Savee of the relevant advertiser, its products or services or any such external websites. You are referred to the relevant advertiser for all information regarding the advertiser and its products and/or services. To the extent permitted by law, Savee accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

5. DEVICES

5.1. The non-exhaustive list of smartphone models compatible with the Platform is as follows:

(a) iPhone models compatible with iOS 12.0 or newer

(b) Smartphone models running on Android Oreo 8.0 or later

5.2. The Platform syncs multiple information from your smartphone, including but not limited to location, mobile phone number, and all network information. The information collected will be used for the proper functioning of the Platform. They may also be collected, processed and displayed to you in various forms to encourage you to work towards making financially and healthier lifestyle choices

6. GENERAL AND OTHER TERMS AND CONDITIONS

6.1. If any provision of these terms and conditions is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these terms and conditions without invalidating any of the remaining provisions of these terms and conditions.

6.2. No failure or delay by Savee in exercising any right or remedy provided by law under or pursuant to these terms and conditions shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude our exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. Our rights and remedies under or pursuant to these terms and conditions are cumulative, may be exercised as often as we consider appropriate and are in addition to our rights and remedies under general law.

6.3. These terms and conditions and the relationship between you and Savee shall be governed by, and interpreted in accordance with, the laws of Singapore. In respect of any legal action or proceedings arising out of or in connection with these terms and conditions of this Platform, you shall irrevocably submit to the jurisdiction of the courts of Singapore. That submission shall not affect the right of Savee to institute proceedings in any other jurisdiction.

6.4. Your use of the Platform is voluntary, and you may choose to discontinue your use of the Platform at any time.

6.5. You agree and consent to having Savee to contact you to obtain feedback about the Platform and its related devices, applications and/or any other matters related thereto.

6.6. By clicking on “Form Submission” and using the Platform, you agree to be bound by and comply with the terms and conditions. Savee may, at any time, in its sole discretion and without prior notice or liability to you, vary, modify and/or amend the terms and conditions. Please review these T&Cs periodically for changes and updates. To determine when these terms and conditions were last revised, please refer to the “Last Revision Date” stated at the beginning of these terms and conditions.