

# "BRANDCODE" TERMS AND CONDITIONS

## 1. General

By installing the App (as defined below), you agree to be bound by these terms of use (the "Terms of Use"). Please review them carefully before installation and/or acceptance.

## 2. Definitions

The "App" shall mean BrandCode, the software provided by I.M Communications Pte Ltd empowers consumers to make more informed purchase through a structured and transparent digital information flow, to be updated with latest contests and promotions, and to be engaged with consumer brand activities., to be used on Apple iOS and Android devices and any upgrades from time to time and any other software or documentation which enables the use of the App.

## 3. Data Protection

Any personal information you supply to I.M Communications Pte Ltd when using the App will be used by I.M Communications Pte Ltd in accordance with its Privacy Policy.

## 4. The App

The App allows you to access certain functionalities and access will be governed by the BrandCode's Terms of Use.

## 5. Proprietary Rights and Licence

All trademarks, copyright, database rights, and other intellectual property rights of any nature in the App together with the underlying software code are owned directly either by I.M Communications Pte Ltd or by I.M Communications Pte Ltd's licensors.

I.M Communications Pte Ltd hereby grants you a worldwide, non-exclusive, royalty-free revocable licence to use the App for your business and personal use in accordance with these Terms of Use.

## 6. Conditions of Use

1. You will not, nor allow third parties on your behalf to:

- a. make and distribute copies of the App;
- b. attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, or translate the App; or
- c. create derivative works of the App of any kind whatsoever.

2. The App is currently made available to you free of charge for your personal, non-commercial use. I.M Communications Pte Ltd reserves the right to amend or withdraw the App or charge for the App or service provided to you in accordance with these Terms of Use at any time and for any reason.
3. You acknowledge that the terms of agreement with your respective mobile network provider (the "Mobile Provider") will continue to apply when using the App. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App or for any such third party charges as may arise. You accept responsibility for any such charges that arise.

If you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

## **7. Availability**

1. This App is available to handheld mobile devices running Apple iOS and Android. I.M Communications Pte Ltd will use reasonable efforts to make the App available at all times. However, you acknowledge the App is provided on the Internet and on mobile networks, so the quality and availability of the App may be affected by factors outside I.M Communications Pte Ltd's reasonable control.
2. I.M Communications Pte Ltd, its group of companies, and its sub-contractors do not accept any responsibility whatsoever for unavailability of the App or any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable.

## **8. System Requirements**

1. In order to use the App, you are required to have a compatible mobile telephone or handheld device, Internet access, and the necessary minimum specifications (the "Software Requirements").
2. The Software Requirements are as follows: For Android, min. requirement is 4.0.3, for best display and animation it would be 5 and above. For iOS it's 8 and above..
3. The version of the App software may be upgraded from time to time to add support for new functions and services.

## **9. Termination**

1. I.M Communications Pte Ltd may terminate use of the App at any time without giving notice of termination to you.

2. Upon any termination:
  - a. the rights and licences granted to you herein shall terminate; and
  - b. you must cease all use of the software.

## **10. Limitation of Liability**

1. In no event will I.M Communications Pte Ltd be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of your use of or access to the App, including loss of profit or the like whether or not in the contemplation of the parties or whether based on breach of contract, tort (including negligence), product liability, or otherwise.

2. I.M Communications Pte Ltd is not liable to you for any damage or alteration to your equipment, including but not limited to computer equipment, handheld devices, or mobile telephones, as a result of the installation or use of the App.

3. Nothing in these Terms of Use shall exclude or limit I.M Communications Pte Ltd's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under the applicable law.

## **11. Disclaimer of Warranties**

To the maximum extent permitted by law, and for the avoidance of doubt, I.M Communications Pte Ltd hereby disclaims all implied warranties with regard to the App. The App and software are provided "as is" and "as available" without warranty of any kind.

## **12. Governing Law and Jurisdiction**

This Terms of Use shall be governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

For any query, please email us at [askme@brandcode.com.sg](mailto:askme@brandcode.com.sg)

## Mobile App Personal Data (Privacy) Policy Statement

This Privacy Policy governs your use of the software application: Brand Code (the "**Mobile Application**") for mobile devices that was created by I.M Communications Pte Ltd. The Mobile Application is a consumer-centric application that empowers consumers to make more informed purchase through a structured and transparent digital information flow, to be updated with latest contests and promotions, and to be engaged with consumer brand activities.

I.M Communications Pte Ltd and/or its subsidiary(ies) and/or affiliates (hereinafter collectively referred to as the "**Company**") pledges to meet fully with the requirements of the Personal Data Protection Act 2012 (the "**PDPA**"). In doing so, the Company will ensure compliance by its staff to the strictest standards of security and confidentiality in respect of all personal information and data submitted by users via [www.brandcode.com.sg](http://www.brandcode.com.sg), its sub-domains, and any other websites, media platforms, or applications including the Mobile Application operated by the Company (hereinafter collectively referred to as the "**Channels**") and the Company will not release such information to anyone without the prior consent of the relevant user(s) of the Channels (whether registered or not) (the "**User**" or the "**Users**"), except to the authorised persons listed in Paragraph 3 below.

Users are strongly recommended to read this Privacy Policy carefully in order to understand the Company's policy and practices with regard to the treatment of personal information and data provided by Users on the Channels. This Privacy Policy is applicable to both registered and non-registered Users, and the provisions herein may be updated, revised, varied, or amended from time to time as the Company deems necessary.

If Users have questions or concerns regarding this Privacy Policy, they should first contact the Customer Service Representative of the Company's Customer Service Department at +6562956843 or email to [askme@brandcode.com.sg](mailto:askme@brandcode.com.sg).

### 1 Purpose of Collection of Personal Data

1.1 In the course of using the Channels, Users may disclose or be asked to provide personal information and/or data. In order to benefit from and enjoy the various services offered by the Channels, it may be necessary for Users to provide the Company with their personal information and/or data. Although Users are not obliged to provide the information and/or data as requested on the Channels, the Company will not be able to render certain services on the Channels in the event that Users fail to do so.

1.2 The Company's purposes for collection of information and data on the Channels include but are not limited to the following:

- (a) to perform the daily operation of the services provided to Users;
- (b) to identify Users who have posted advertisements, materials, messages, photos, views, or comments or such other information (collectively "**Information**") on the Channels;

- (c) to identify Users who have viewed the Information posted on the Channels;
- (d) to provide Users with marketing and promotional materials for their enjoyment of benefits as members of the Channels (for further details, please refer to Paragraph 4 entitled "Subscription of Newsletter / Promotional Materials / Marketing Materials" below);
- (e) to identify Users who have enjoyed their benefits as members of the Channels by receiving and using marketing and promotional materials;
- (f) to provide Users with a platform and forum for posting photos and sharing and discussing their insights;
- (g) to allow members of the Channels to enjoy their benefits as members by enrolling for special events hosted by the Company;
- (h) to enable the Company to select and present information that matches the needs of Users or to create personalised contents;
- (i) to design and provide products and services to Users in relation to the above purposes;
- (j) to compile and analyse aggregate statistics about Users' use of the Channels and service usage by Users for the Company's internal use; and
- (k) to facilitate the Company use of Users' personal data for purposes relating to the provision of services offered by the Company and marketing services, special events, and/or promotions of the Company and/or its clients.

1.3 The Company strives to collect only personal data which is necessary and adequate but not excessive in relation to the purposes set out above.

1.4 If the User is under the age of 18, the Company strongly recommends that he or she seeks prior consent from a parent or guardian, who may contact the responsible personnel of the Company at [askme@brandcode.com.sg](mailto:askme@brandcode.com.sg) to register the User as member of the Channels.

1.5 If the Company requires the User's personal data for a purpose other than those set out hereinabove, the Company may request the User's prescribed consent to the same. If the User is a minor, the prescribed consent should be given by his or her parent or guardian.

## 2 **Collection of Personal Data**

2.1 The Company may collect personal information and/or data about the User, such as his or her name, login ID and password, address, email address, mobile phone number, age, gender, date of birth and nationality that is not otherwise publicly

available. Occasionally, the Company may also collect additional personal information and/or data from the User in connection with contests, surveys, or special offers.

- 2.2 Only duly authorised staff of the Company will be permitted to access the User's personal information and data, and the Company shall not release such personal information and data to any third parties save and except for the circumstances listed out under the Paragraph 3 entitled "Disclosure or Transfer of Data".

### 3 **Disclosure or Transfer of Data**

- 3.1 The Company agrees to take all practicable steps to keep all personal information and data of Users confidential and/or undisclosed, subject to the following conditions.

Generally speaking, the Company will only disclose and/or transfer the User's personal information and/or data to the Company's personnel and staff for the purpose of providing services to the User. However, the Company may disclose and/or transfer such information and/or data to third parties under the following circumstances:

- (a) where the information and/or data is disclosed and/or transferred to any third party suppliers or external service providers who have been duly authorised by the Company to use such information and/or data and who will facilitate the services on the Channels, under a duty of confidentiality;
  - (b) where the information and/or data is disclosed and/or transferred to any agents or associates of the Company who have been duly authorised by the Company to use such information and/or data;
  - (c) where the Company needs to protect and defend its rights and property;
  - (d) where the Company considers necessary to do so in order to comply with the applicable laws and regulations, including without limitation compliance with a judicial proceeding, court order, or legal process served on the Channels; and
  - (e) where the Company deems necessary in order to maintain and improve the services on the Channels.
- 3.2 Personal data collected via the Channels may be transferred, stored, and processed in any country in which the Company operates. By using the Channels, the User is deemed to have agreed to, consented to, and authorised the Company to disclose and/or transfer his or her personal information and data under the circumstances stated above, as well as to any transfer of information (including the Information) outside of the User's country.

### 4 **Subscription to Newsletter, Promotional Materials, or Marketing Materials**

- 4.1 The Company may from time to time send to members and Users of the Channels newsletters, promotional materials, and marketing materials based on the personal information and data that they have provided to the Company. The Company may use

the User's data in direct marketing and the Company requires the User's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, login ID and password, address, email address, mobile phone number, age, gender, date of birth and nationality of the User held by the Company from time to time may be used by the Company and/or its authorised personnel or staff in direct marketing;
- (b) the following classes of services, products, and subjects may be marketed:
  - (i) brand activities including contest, promotions and updates.;
  - (ii) products and services offered by the Company and its advertisers (the names of such entities can be found in the relevant advertisements and/or promotional or marketing materials for the relevant products and services, as the case may be); or
  - (iii) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above products, services, and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
  - (i) third party service providers providing the products, services, and subjects listed in Paragraph 4.1(b) above; and
  - (ii) charitable or non-profit marketing organisations;
- (d) in addition to marketing the above services, products, and subjects itself, the Company also intends to provide the data described in Paragraph 4.1(a) above to all or any of the persons described in Paragraph 4.1(b)(ii) above for use by them in marketing those services, products, and subjects, and the Company requires the User's written consent (which includes an indication of no objection) for that purpose; and
- (e) the Company may receive money or other property in return for providing the data to the other persons in Paragraph 4.1(b)(ii) above and, when requesting the User's written consent as described in Paragraph 4.1 above, the Company will inform the User if the Company receives any money or other property in return for providing the data to the other persons.

4.2 Suitable measures are implemented to make available to such members the options to opt out of receiving such materials. In this regard, Users may choose to sign up or unsubscribe for such materials by logging into the registration or user account maintenance webpage, or by clicking on the automatic link appearing in each newsletter/message, or by contacting the Customer Service Representative of the Company at +6562956843 or email to [askme@brandcode.com.sg](mailto:askme@brandcode.com.sg).

## 5 **Access**

- 5.1 Any User is entitled to request access to or make amendments to his or her own personal information and data kept with the Company by contacting the Customer Service Representative at +6562956843 or email to askme@brandcode.com.sg.
- 5.2 In the event that a User wishes to access or amend his or her personal information and data, the Company may request him or her to provide personal details in order to verify and confirm his or her identity. An identity card number or passport number or company registration number cannot be amended unless such data is proved to be inaccurate. The Company is required to respond to a User's request within five (5) days of his or her request and will endeavor to do so wherever possible.

## 6 **Cookies and Log Files**

- 6.1 The Company does not collect any personally identifiable information from any User whilst they visit and browse the Channels, save and except where such information of the User is expressly requested. When Users access the Channels, the Company records their visits only and does not collect their personal information or data. The Channels' server software will also record the domain name server address and track the pages the Users visit and store such information in cookies, and gather and store information like Internet protocol (IP) addresses, browser type, referring/exit pages, operating system, date/time stamp, and clickstream data in log files. All these are done without the Users being aware that they are occurring.
- 6.2 The Company and third-party vendors engaged by the Company use the Company's cookies and third-party cookies, such as the Google Analytics cookies, together to inform, optimise, and serve marketing materials based on the Users' past visits to the Channels.
- 6.3 The Company does not link the information and data automatically collected in the above manner to any personally identifiable information. The Company generally uses such automatically collected information and data to estimate the audience size of the Channels, gauge the popularity of various parts of the Channels, track Users' movements and number of entries in the Company's promotional activities and special events, measure Users' traffic patterns, and administer the Channels. Such automatically collected information and data will not be disclosed save and except in accordance with the Paragraph 3 entitled "Disclosure or Transfer of Data"

## 7 **Google Analytics**

- 7.1 Google Analytics Advertising Features ("**Features**") are implemented on the Channels. The Features which the Company has implemented are based on Google Analytics Demographics and Interest Reporting.
- 7.2 Google Analytics is a web analysis service provided by Google which utilises the data collected to track and examine the use of the Channels to prepare reports on the



Users' activities and share them with other Google services. Google may use the data collected to contextualise and personalise the marketing materials of its own advertising network.

7.3 Users can opt out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>

## 8 **Links to Other Websites, Media Platforms, or Applications**

8.1 The Channels may provide links to other websites, media platforms, or applications which are not owned or controlled by the Company. Personal information and data from Users may be collected on these other websites, media platforms, or applications when Users visit such websites, media platforms, or applications and make use of the services provided therein. Where and when Users decide to click on any advertisement or hyperlink on the Channels which grants Users access to another website, media platform, or application, the protection of Users' personal information and data which are deemed to be private and confidential may be exposed in these other websites, media platforms, or applications.

8.2 Non-registered Users who gain access to the Channels via their accounts in online social networking tools (including but not limited to Facebook) are deemed to have consented to the terms of this Privacy Policy, and such Users' personal data which they have provided to those networking tools may be obtained by the Company and be used by the Company and its authorised persons in and outside of the User's country for the purpose of providing services and marketing materials to the Users. These Users are deemed to have consented to the Company and its authorised personnel's access and use of their personal data so obtained, subject to the other provisions of the Privacy Policy.

8.3 This Privacy Policy is only applicable to the Channels. Users are reminded that this Privacy Policy grants no protection to Users' personal information and data that may be exposed on websites, media platforms, or applications other than the Channels, and the Company is not responsible for the privacy practices of such other websites, media platforms, or applications. Users are strongly recommended to refer to the privacy policies of such other websites, media platforms, or applications.

## 9 **Security**

9.1 The security of Users' personal information and data is important to the Company. The Company will always strive to ensure that Users' personal information and data is protected against unauthorised access. The Company has implemented appropriate electronic and managerial measures in order to safeguard, protect, and secure Users' personal information and data.

9.2 All personal data and information provided by Users is only accessible by the authorised personnel of the Company or its authorised third parties, and such personnel shall be instructed to observe the terms of this Privacy Policy when accessing such personal information and data. Users may rest assured that their

personal information and data will only be kept for as long as is necessary to fulfill the purpose for which it is collected. Registered Users should safeguard their unique usernames and passwords by keeping them secret and confidential and by never sharing these details with anyone.

- 9.3 The Company follows generally accepted industry standards to protect the personal information and data submitted by Users to the Channels, both during transmission and once the Company receives it. However, no method of transmission over the Internet, or method of electronic storage, is completely secure. Therefore, while the Company strives to protect Users' personal information and data against unauthorised access, the Company cannot guarantee its absolute security.

## 10 **Retention of Personal Data**

Once the Company has obtained a User's personal information and/or data, it will be maintained securely in the Company's system. Subject to legal requirements, the personal information and/or data of Users will be retained by the Company after deactivation of the relevant service until the User requests the Company in writing to erase his or her own personal information and/or data from the Company's database or to terminate his or her membership of the Channels.

## 11 **Changes in this Privacy Policy**

The Company reserves the right to update, revise, modify, or amend this Privacy Policy in the following manner at any time as the Company deems necessary and Users are strongly recommended to review this Privacy Policy frequently. If the Company decides to update, revise, modify, or amend this Privacy Policy, the Company will post those changes to this webpage and/or other places the Company deems appropriate so that Users are aware of what information the Company collects, how the Company uses it, and under what circumstances, if any, the Company discloses it.

## 12 **Governing Law and Jurisdiction**

Nothing in this Privacy Policy shall limit the rights of the User under the PDPA. This Privacy Policy shall be governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

For any query, please contact our Customer Service Representative at +6562956843 or email to [askme@brandcode.com.sg](mailto:askme@brandcode.com.sg).