

**KIGO
PRIVACY POLICY**

Last Updated: January 2022

1. KIGO'S PRIVACY POLICY

- 1.1 **We Care About Your Privacy.** Kigo (SG) Pte. Ltd., including, where applicable, its holding company(ies), subsidiaries, affiliates, brands, related or associated companies or brands (collectively, "**Kigo**", "**we**", "**us**" or "**our**") respects your privacy and is committed to protecting the personal data of its users, in accordance with the applicable personal data and privacy regulations. This Privacy Policy (the "**Policy**") describes how Kigo may collect, use and process personal data when you interact with our platforms, including but not limited to mobile applications, products, features, applications, technologies and software made available by Kigo from time to time (the "**Platforms**", and the services provided through the Platforms, the "**Services**").
- 1.2 **Our Privacy Policy.** This Policy describes the types of personal data we collect when you interact with us. Please read this Policy carefully to fully understand:
- (a) the kinds of information we collect and why we collect it;
 - (b) how we use that information;
 - (c) how we protect that information; and
 - (d) how you can update that information or limit or control how it is used.
- 1.3 **Authority.** For the purposes of this Policy, "**you**" and "**your**" mean you as the user of our Services and/or Platforms. If you use our Services and/or access our Platforms on behalf of a company, organisation or other entity, then:
- (a) "**you**" includes you and that entity;
 - (b) you represent and warrant that you are an authorised representative of the entity with the authority to bind the entity to this Policy, and that you agree to this Policy on the entity's behalf; and
 - (c) your entity is legally and financially responsible for your use of our Services as well as for the use of your account by others affiliated with your entity, including any employees, agents or contractors.
- 1.4 **Acknowledgement and Consent.** By interacting with us, visiting our Platforms, or accessing our Services, you acknowledge and agree that you accept the practices, requirements, and/or policies outlined in this Policy (as updated from time to time), and you hereby consent to us collecting, using, disclosing and/or processing your personal data as described herein. Questions, comments and queries regarding this Policy are welcomed and should be addressed to our data protection officer (the "**Data Protection Officer**"), at dataofficer@kigo.app.
- 1.5 **Policy Updates.** Our Policy may be revised from time to time to reflect changes in the law or technology, or changes in our practices regarding information collection and use. If we make material revisions to the way we collect or use your personal data so that we are using it for purposes or sharing data with third parties that you have not consented to, we will provide you with notice of those changes and may do so by announcing the change through our Platforms.

You agree that we may notify you about material changes in the way we treat personal data by placing a notice on the Kigo Platforms. You should check our Platforms frequently for updates.

2. INFORMATION THAT KIGO COLLECTS

2.1 **Personal Data.** For the purposes of this Policy, "**Personal Data**", otherwise known as "**Personal Information**", shall be deemed to include data, whether true or not, about an individual who can be identified (a) from such data; or (b) from that data and other information to which the organisation has or is likely to have access.

2.2 **Information We Collect.** We collect information directly from users of our Platforms, automatically when you use or interact with our Platforms and/or when you use our Services and/or access our Platforms. We may collect, store and process your Personal Data, including but not limited to:

- (a) **Personal Data Given by You.** The Personal Data provided by you when you create an account, purchase any Services and/or interact with our Platforms, for example, your name, credit card details, phone number and vehicle information.
- (b) **Personal Data Collected from Your Use of our Platforms.** Personal Data is generated from information that we collect from your interaction with the Platforms, such as the services you use and your activity on our Platforms. This information that we may collect, includes but is not limited to:
 - (i) **Device Information.** We collect device-specific information (such as your electric vehicle model, operating system version, unique device identifiers, and mobile network information).
 - (ii) **Log Information.** When you use our Platforms, we automatically collect and store certain information in server logs, which automatically record certain information when you use our Platforms, including the following:
 - (A) details about how you have used our Platforms, such as duration of the charge sessions;
 - (B) your internet protocol (IP) address, which is the number assigned to an internet-connected device such as a tablet or smartphone and used to identify the geographic location of that device; and
 - (C) cookies that may uniquely identify your browser and collect information about how our visitors interact with our Platforms, as well as help us identify problems such as error messages from certain pages.
 - (iii) **Payment Information.** We may collect and generate payment information and transaction information (such as records of services purchased on our Platforms).
 - (iv) **Customer Service Calls.** We may record customer service telephone calls for quality purposes and to meet our legal obligations.
 - (v) **Location Information.** We may collect and use real-time geolocation information when you interact with our Platforms for certain location-enabled services.

- (vi) **Vehicle Information.** We collect information relating to your vehicle model(s) which will enable Kigo to only show the charging devices which can be used by these vehicles, and the associated charging facilities.

As Kigo is constantly innovating and developing ways to improve our Platforms and Services such as but not limited to introducing new features, we may create new ways to collect and use information. In such cases, we will, as soon as practicable, inform our users of these functionalities by updating our Policy.

You may decline to provide us with your Personal Data; however, this will limit your ability to use our Platforms and Services.

- 2.3 **Personal Data of Minors and Children.** Except where otherwise indicated, we do not knowingly collect or store any Personal Data from children under the age of eighteen (18). If a parent or guardian becomes aware that his or her child under the age of eighteen (18) has provided us with information without his or her consent, he or she should contact our Data Protection Officer. Subject to the applicable laws, we will delete such information from our files within a reasonable period of time. We may, using our discretion, also delete Personal Data from our Platforms from users we believe are under the age of eighteen (18).

2.4 **Payment Authorisation.**

- (a) You are responsible for providing accurate and current billing, contact and payment information to us. You agree that by providing your credit card, debit card or other payment method details, you authorise the designated financial services provider to charge your credit card, debit card or other payment method account, upon your confirmation of your purchase, the amount of your purchase, including all fees and taxes thereon.
- (b) You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of the Services and automatically update your payment information using software designed to do so in the event your payment card on file is no longer valid.

3. **HOW WE USE PERSONAL DATA THAT WE COLLECT**

- 3.1 **Collection of Personal Data.** Generally, we collect Personal Data in the following ways:

- (a) when you use our Platforms and/or Services;
- (b) when you request that we contact you, be included in an email or other mailing list and when you are contacted by, and respond to, our marketing representatives and customer service officers;
- (c) when you submit any form relating to any of the Services; and/or
- (d) when you submit your Personal Data to us for any other reasons, including but not limited to when you express your interest in any of the Services.

You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with the Products and Services you have requested.

- 3.2 **Purpose.** We use the information and Personal Data that we collect from users of our Platforms in order to improve your overall experience as a user as well as the quality of our Services. We

will use your Personal Data for legitimate purposes in connection with our business, including but not limited to:

- (a) ensuring that your identity is verified, including distinguishing you from another person with the same or similar details as yourself;
- (b) handling, processing and responding to any queries, requests, applications, complaints, or feedback from you;
- (c) executing our system administration and reporting aggregate information to third party service providers and potential business partners. This relates to statistical data about our user's browsing actions and patterns, and does not specify any individual;
- (d) carrying out our Services and any reasonable business activities such as audits, risk management or business reporting;
- (e) complying with any policies (including the policies of charging station owners and operators), applicable laws, regulations, or to assist with any law enforcement or investigations conducted by any governmental and/or regulatory authority;
- (f) ensuring that content from our Platforms is presented in the most effective manner for you and for your device;
- (g) providing you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
- (h) carrying out our obligations arising from any contracts entered into between you and us;
- (i) administering any dispute resolution processes or to enforce or defend our rights, contractual or otherwise, including investigations and participating in potential or actual litigation, arbitration, or other legal processes;
- (j) notifying you about changes to our Services and/or our Platforms;
- (k) processing any payment or credit transactions and/or performing our Services;
- (l) maintaining the integrity of our Services and promoting safety and security on and off the Platforms;
- (m) promoting and marketing Kigo, our Services and Platforms; and
- (n) drawing inferences about your preferences to help us provide you with personalised content and to help us improve our Services.

By providing such information, you hereby acknowledge and consent that your Personal Data can be used by Kigo, our partners and other service providers where permitted by the applicable law.

3.3 Non-Exhaustive List. You acknowledge, agree and consent to the processing of your Personal Data and understand that the list provided above is not exhaustive.

- 3.4 **Aggregate Data.** We may provide our business associates, partners, potential partners or advertisers with aggregate information about our users. We may also use such aggregate information to help advertisers reach the kind of audience they want to target. We may make use of the Personal Data we have collected from you to enable us to comply with our business associates', partners' or advertisers' wishes by displaying their advertisement to that target audience.
- 3.5 **Continuation.** We may continue to use your Personal Data even in a situation where the use of Services, our Platforms or any contractual obligations you may have with us may have ceased, been terminated or altered in any way, for a reasonable period thereafter.

4. WHERE WE STORE THE INFORMATION

- 4.1 **Singapore or Elsewhere.** Your Personal Data may be stored and transferred across our systems operating in Singapore or in a jurisdiction outside of Singapore. The use of this global infrastructure is necessary and essential to provide our Services.
- 4.2 **Third Party Providers.** Some of the Personal Data you provide to us may also be stored or processed on our behalf by third party suppliers and data processors which may be located in Singapore or jurisdictions outside of Singapore.
- 4.3 **Transfers of Personal Data.** The Personal Data we collect from you may be transferred to a destination in Singapore or a country outside of Singapore for the purpose of providing our Services to you when you are in those countries. Whether to third parties or internally, we will take all steps reasonably necessary to ensure that all your Personal Data is treated securely and in accordance with this Policy through contractual clauses and/or ensure that such jurisdictions have equivalent data transfer regulations to protect the security and confidentiality of your Personal Data.
- 4.4 **Consent to Transfers of Personal Data.** By interacting with our Platforms and/or using our Services, you agree to the transfer, storage or processing of Personal Data described above.
- 4.5 **Duration of Retention.** We may retain your Personal Data for as long as it is necessary to fulfil the purpose for which it was collected, desirable for our business or as required or permitted by applicable laws. We will put in place measures such that your Personal Data in our possession or under our control is destroyed and/or anonymised as soon as it is reasonable to assume that: (a) the purpose for which that personal data was collected is no longer being served by the retention of such personal data; and (b) retention is no longer necessary for any other legal or business purposes.

5. YOUR RIGHTS AND LIMITATIONS

- 5.1 **Request for Access.** In accordance with the applicable laws, you have the right to request for access to, request for a copy of, request to update or correct, your Personal Data held by us. Please note that a reasonable fee may be charged for an access request and if so, we will inform you of the fee before processing your request. You may contact our Data Protection Officer. As a note, access to your Personal Data may be denied on certain grounds, for example: it is unlawful; it may have an unreasonable impact upon the privacy of other individuals; or your request is frivolous or vexatious. If we deny you access, we will provide our reason for doing so at the time of your request.
- 5.2 **Withdrawal of Consent.** You have the right, by notice in writing to our Data Protection Officer to inform us of your withdrawal (in full or in part) of your consent previously given to use your Personal Data, subject to any applicable legal restrictions, contractual conditions and a reasonable duration of time for the withdrawal of consent to be effected. However, depending

on the extent of your withdrawal of consent for us to process your Personal Data, you may not be able to access our Services and/or use our Platforms.

- 5.3 **Amendments to your Personal Data.** You may review, update, correct or delete your Personal Data by editing your profile. If you would like your account to be deactivated, please contact us and we will attempt to accommodate your request if we do not have any obligation or legitimate reason to retain the information contained in your account. When making amendments to your Personal Data, we will verify your identity before proceeding to act on your request.

5.4 **Scope of our Policy.**

- (a) Please read the privacy policies of our partners, the charging service operators and/or owners where you are using our Services in conjunction with the charging stations provided by our partners. By accessing, interacting and using our Platforms and Services, you hereby agree to the privacy policies of our charging service operators and/or owners as well.
- (b) Subject to the foregoing, our Platforms may, from time to time, contain links to and from the platforms of our partner networks, advertisers and affiliates. If you follow a link to any of these platforms, please note that these platforms have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Personal Data to these platforms. Please be reminded that we do not control the privacy practices of these third party services and we encourage you to read the privacy policies of all third party organisations.

6. **DISCLOSURE OF INFORMATION**

- 6.1 **Information We Share.** We may share your Personal Data with companies, organisations and individuals outside of Kigo, including but not limited to:

- (a) **Charging Service Operators or Owners.** We may share your Personal Data with charging service operators or owners whom we partner with in order for you to use our Services and/or Platforms.
- (b) **Service Providers.** Service providers, located in Singapore, act as data processors on our behalf and provide data hosting facilities, email services, IT and system administration services that support our Platforms and Services. We may share your Personal Data with service providers (including but not limited to payment processors, fraud detection vendors, service-related technology providers, and survey administrators) that provide services to you and us, including to help us maintain our databases and Platforms, administer emails, display content, and analyse the usage activity of our Platforms.
- (c) **Our Partners.** We may share your Personal Data and payment information with our business partners to perform Services and/or to execute a contract. If you do not want your Personal Data shared with these companies, you may contact us and our Data Protection Officer.
- (d) **Advertising Partners.** We may share Personal Data that you provide and payment information with advertising partners that use various technologies to send or serve relevant advertisements to you as you browse the internet.

- (e) **Within Our Organisation.** We may share any of your Personal Data with parent companies, subsidiaries, joint venture partners, and other entities under common control subject to this Policy.
- (f) **Business Transfers.** In the event of a fundraising exercise, merger, acquisition, due diligence, reorganisation, bankruptcy, receivership, sale of company assets (whether by private sale, through the operation of law, as part of a divestiture plan, or otherwise) or such other similar transactions, your Personal Data and any other information that we have collected, may be disclosed to the persons and/or entities who have expressed interest in investing and/or acquiring the relevant business unit or as otherwise necessary to complete the transaction as permitted by law or contract.
- (g) **Legal and Similar Disclosures.** We may disclose Personal Data about you with law enforcement, the courts, other government agencies, our advisors, attorneys, and others who participate in the legal process, if necessary to do so by law or based on our good faith belief that it is necessary to enforce or apply our contracts, conform or comply with the law or is necessary to protect us, the users of the Platforms, or others. We may also disclose Personal Data about you in the event of a duty to disclose or share such information to comply with any legal or regulatory obligation or request or to investigate potential data breaches.
- (h) **Additional Disclosures.** In addition to the sharing described in this Policy, we may share information about you with third parties for legitimate purposes in connection with the running of our business. For example, our Platforms may incorporate application programming interfaces (APIs), software development kits (SDKs), tools, plugins, codes, technology, content, and services that enable others, including app developers and operators, to develop functionalities, retrieve data or provide us with data.

7. PROTECTING YOUR PERSONAL DATA

- 7.1 **Data Security.** We work hard to protect the information provided by, or collected about, the users of our Platforms, from unauthorised access, alteration, disclosure or destruction. In the event of a data breach, Kigo will, as soon as reasonably practical, notify all affected parties of such breach.
- 7.2 **Internet Transmission of Information.** Please note that the transmission of information via mobile networks, the internet and the world wide web is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your data transmitted to our Platforms and any transmission is made at your own risk.
- 7.3 **Handling Complaints from Our Users and Regulatory Authorities.** We regularly review our compliance with this Policy and with any and all industry-recommended best practices, as well as applicable laws and regulations. When we receive a formal written complaint, we will contact the person who made the complaint to follow up. This is without prejudice to your right to launch a claim with your local data protection supervisory authority. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of Personal Data that we cannot resolve with the users of our Services directly.

8. COOKIES

- 8.1 **Implementation of Cookies.** We may from time to time implement cookies ("**Cookies**") or other features to allow us or third parties to collect or share information that will help us improve our Platforms and the Services we offer or help us offer new services and features.

- 8.2 **What are Cookies.** Cookies are small files that are placed on your computer when Platforms is accessed by you. Cookies help the user to navigate efficiently between pages and the operator to track usage of the site. We may link Cookie information to Personal Data.
- 8.3 **Use for Cookies.** Cookies allow us to recognise your device or computer and tell us how and when the Services or Platforms are used or visited, by how many people and to track activity within our Platforms. Cookies are also used to deliver content specific to your interest and to monitor usage of the Platforms and Services.
- 8.4 **User Options.** By using our Platforms, you agree to the use of Cookies and other technologies as set out in this Policy. If you do not agree to such use, please either refrain from using the Platforms, or refuse the use of Cookies by selecting the appropriate settings on your browser. However, you may not be able to access the full functionality of our Platforms or Services if you choose to do so.
- 8.5 **Privacy and Choice.** People have different concerns about privacy. Our goal is to be clear about what information we collect, so that you can make meaningful choices about how that information is used. You may set your browser in its "options" or "preferences" feature to warn you before accepting Cookies or to disable Cookies entirely. However, it is important to understand that many of the Services we provide on our Platforms and to our users may not function properly if your Cookies are disabled.