

1. PERSONAL DATA

1.1 The Vendor shall collect and use the Customer's personal data for any of the following purposes, including but not limited to:

- (a) sharing of the Customer's personal data with the Vendor's principal, its related corporations and contractors, whether within Singapore or overseas, and/or insurance companies, so as to provide the necessary warranties and/or extended warranties for the Vehicle to the Customer;
- (b) sharing of the Customer's personal data with financial institutions and motor vehicle insurers, on the Customer's behalf, in order for the Customer to obtain motor insurance on the Vehicle.
- (c) servicing of Vehicle and to update the Vendor's after-sales service records. The relevant personal data shall be used by the Vendor, its appointed after-sales service dealers, agents and sub-contractors and/or the Vendor's principal and/or its related corporations whether within or outside Singapore to provide the relevant after-sales service and/or to repair the Vehicle and to communicate with the Customer on any matter relating to the provision of the services in general including to notify the Customer by any means, including by short message services ("SMS") of the next/ subsequent date/mileage for routine service for the Vehicle.
- (d) administrative, research and analysis purposes to enable it to monitor and improve the services it provides; and
- (e) organizing events for the Customer, to inform the Customer of such events by any means (including through SMS, multi-media services ("MMS"), phone call, fax, magazines, or brochures) any new products, promotions or services provided by the Vendor in Singapore.

1.2 The Vendor shall also disclose the Customer's personal data:

- (a) to its service providers, for example, providers of web hosting or maintenance services, for the purpose of supplying itself with the inter connected servers and/or web site links with the relevant authorities.
- (b) to its customer service agencies whether within or outside Singapore for administrative, research and analysis purposes to enable it to monitor and improve the services it provides.
- (c) to the Vendor's service providers and/or the Vendor's principal, its related corporations and contractors whether within or outside Singapore for the purpose of organizing events for the Customer, to inform the Customer of and send to the Customer by any means (including through SMS, MMS, phone call, fax, magazine or brochures) any new products or promotions or services that are provided by the Vendor and/or the Vendor's principal whether within or outside Singapore.
- (d) to the Vendor's business partners for the purpose of carrying out product promotions;

- (e) to the Vendor's stakeholders and the Vendor's principal and its/their related corporations and contractors for the purpose of carrying out audits;
 - (f) to the Vendor's principal and/or the Vendor's stakeholders and their respective related corporations and contractors whether within or outside Singapore for the purposes of carrying out audits; and
 - (g) to the Vendor's principal and its related corporations whether located within or outside Singapore for the purpose of responding to any of the Customer's enquiries.
- 1.3 The Vendor shall retain the Customer's personal data either for the period of the business relationship or, for the requisite retention periods as stipulated in any contractual arrangements or under any applicable law, whichever is later.
- 1.4 If the Vendor amends any provision in this clause, it will notify the Customer via e-mail and may place notices on the Vendor's web site. The Vendor's email to the Customer shall require the Customer's consent to its change of use of the Customer's personal data. Continued use of the Vendor's services shall signify the Customer's agreement to any such changes.
- 1.5 The personal data the Customer provides may be transferred to the Vendor's principal within or outside Singapore for surveys and research purposes conducted with the objective of enhancing the Customer's satisfaction.
- 1.6 The Customer shall have a right to request a copy of the personal data the Vendor holds about the Customer and information about the ways in which the Customer's personal data has been or may have been used or disclosed within a year before the date the Customer's request. If the Customer wishes to exercise this right, the Customer shall complete the Vendor's prescribed form and/or:
- (a) put his request in writing and indicate whether he would like to have a copy of his personal data or he wishes to have information about the ways in which his personal data is used or disclosed during the past year or both;
 - (b) include proof of his identity and address (e.g. a copy of the Customer's driving license and a recent credit card bill); and
 - (a) specify the personal data he wants access to, including any account or reference numbers where applicable.
- The Vendor shall reply to the Customer as soon as reasonably possible upon its receipt of the Customer's request.
- 1.7 The Customer shall pay a fee to access his personal data in the manner stated in Clause 1.6(a) above.
- 1.8 The Customer shall have the right to correct any inaccuracies in his personal data free of charge. If the Customer wishes to exercise this right, the Customer shall:
- (a) put his request in writing;

- (b) provide the Vendor with enough information to identify himself (e.g. the Customer's account number, username, registration details); and
- (c) specify the information that is incorrect and what it should be replaced with.

The Vendor shall reply to the Customer as soon as practicable upon its receipt of the Customer's request.

- 1.9 The Customer's access or correction request will not be granted as of right; the Vendor's ability to accede to the Customer's access or correction request is subjected to the prohibitions and exceptions set out or which may be set out in the PDPA and its accompanying regulations.
- 1.10 The Customer shall have the right to ask the Vendor to stop collecting, using or disclosing his personal data for any of the abovementioned purposes set out in this agreement. If the Customer wishes to exercise this right, the Customer shall complete the Vendor's prescribed form and/or:
 - (a) put his request in writing by way of an email sent to the Vendor;
 - (b) provide the Vendor with his name, NRIC number, mobile number, email and Vehicle registration number to identify the Customer;
 - (c) if the Customer's objection is not to direct marketing in general, but to direct marketing by a particular channel (e.g. voice call, SMS, MMS, fax, mailers or email), the Customer has to specify the channel he is withdrawing his consent to.
- 1.11 In the event that the Customer withdraws consent to the collection, use or disclosure of his personal data such that it materially affects this Agreement and it renders the Vendor unable to, or such that it becomes difficult for the Vendor to perform or properly perform or discharge its obligations under this Agreement, at law, under the warranty undertakings, or its role as a responsible service provider, the Vendor may at its discretion, be entitled to terminate this Agreement with the Customer.
- 1.12 The obtaining the Customer's consent for the collection, use or disclosure of his personal data under this clause 18 is subject to the exceptions set out or which may be set out in the PDPA.
- 1.13 The Customer shall address all communications pertaining to this Clause to:

The Data Protection Officer
Sime Darby Services Pte Ltd

Vantage Automotive Centre
305 Alexandra Road, #05-05
Singapore 159942
dataprotection@hertz.simedarby.com.sg