Data Protection Notice for Customers of Avantus Training Pte Ltd

This Data Protection Notice ("Notice") sets out the basis on which Avantus Training Pte Ltd ("we", "us", or "our") may collect, use, disclose, or otherwise process personal data of our customers in accordance with the Personal Data Protection Act ("PDPA"). This Notice applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose, or process personal data for our purposes.

I. Personal Data

1. As used in this Notice:

    a. A "customer" means an individual who (a) has contacted us through any means to find out more about any goods or services we provide, or (b) may, or has, entered into a contract with us for the supply of any goods or services by us.
    b. "Personal data" means data, whether true or not, about a customer who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.

2. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include name, residential address, email address, telephone number, nationality, date of birth, photograph and employment information.

3. Other terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

II. Collection, Use and Disclosure of Personal Data

4. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your "authorised representative") after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been

notified to you (except where permitted or authorised by law).

5. We may collect and use your personal data for any or all of the following purposes :

    a. performing obligations in the course of or in connection with our provision of the goods and/or services requested by you ;
    b. verifying your identity ;
    c. responding to, handling, and processing queries, requests, applications, complaints, and feedback from you ;
    d. managing your relationship with us ;
    e. processing payment or credit transactions ;
    f. complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority ; and
    g. any other purposes for which you have provided the information.

6. We may disclose your personal data :

    a. where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods and services requested by you ; or
    b. to third party service providers, agents and other organisations we have engaged to perform any of the functions with reference to the above mentioned purposes.

7. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter.

III. Deemed Consent by Notification

8. We may collect or use your personal data, or disclose existing personal data for secondary purposes that differ from the primary purpose which it had originally collected for pursuant to clauses 5 and 6. If Avantus Training Pte Ltd intends to rely on deemed consent by notification for such secondary purposes, Avantus Training Pte Ltd will notify you of the proposed collection, use or disclosure of his personal data through appropriate mode(s) of communication.

9. We may rely on deemed consent by notification to collect, use or disclose your personal data for the following purposes:

    a. Marketing and Business Improvement Purposes.

10. Before relying on deemed consent by notification, Avantus Training Pte Ltd will assess and determine that the collection, use and disclosure of the personal data will not likely have an adverse effect on you.

11. You will be given a reasonable period to inform us if you wish to opt-out of the collection, use and disclosure of your personal data for such purposes.

12. After the lapse of the opt-out period, you may notify us that you no longer wish to consent to the purposes for which your consent was deemed by notification by withdrawing your consent for the collection, use or disclosure of your personal data in relation to those purposes.

IV. Reliance on the Legitimate Interests Exception

13. In compliance with the PDPA, we may collect, use or disclose your personal data without your consent for the legitimate interests of Avantus Training Pte Ltd or another person. In relying on the legitimate interests exception of the PDPA, Avantus Training Pte Ltd will assess the likely adverse effects on the individual and determine that the legitimate interests outweigh any adverse effect.

14. In line with the legitimate interests' exception, we will collect, use or disclose your personal data for the following purposes:

    a. Detection and prevention of misuse of services.

The purposes listed in the above clause may continue to apply even in situations where your relationship with us has been terminated or altered in any way, for a reasonable period thereafter.

V. Withdrawing Your Consent

15. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer. Contact can be found in part

16. Upon receipt of your written request to withdraw your consent, we may require reasonable time for your request to be processed. In general, we shall seek to process your request within ten business days of receiving it.

17. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to

continue providing our goods or services to you.

18. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

VI. Access to and Correction of Personal Data

19. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer.

20. Please note that a reasonable fee may be charged for an access request.

21. We will respond to your request as soon as reasonably possible. In general, our response will be within ten business days. Should we not be able to respond to your request within thirty days after receiving your request, we will inform you in writing within thirty days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

VII. Protection of Personal Data

22. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures.

23. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

VIII. Accuracy of Personal Data

24. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing or via email.

IX. Retention of Personal Data

25. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
26. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

X. Transfers of Personal Data Outside of Singapore

27. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

XI. Data Protection Officer

28. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

    Contact No. : 6661 0888 (Main Line)
    Email Address: dpo@avantustraining.com
    Address: 80 Jurong East Street 21, #04-04, Singapore 609607

For Complains/ Data Amendment & Retrieval: **https://avantustraining.com/privacy-policy/**

XII. Effect of Notice and Changes to Notice

29. This Notice applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.

30. We may revise this Notice from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Notice was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

Effective Date: 19 September 2024