

PRIVACY POLICY for Sky Pilates Pte Ltd, Sky Physiotherapy Pte Ltd and Sky Movement Education Pte Ltd (“Sky”, “we”, “us”, or “our”)

DATA PROTECTION NOTICE

We take your privacy very seriously and we are committed to protecting your personal data. Please read the following Notice carefully to understand our views and practices regarding your personal data and how we will treat it.

This Data Protection Notice (“Notice”) and cookies policy (together with any terms of use or terms and conditions on our website sets out the basis which Sky Pilates Pte Ltd, Sky Physiotherapy Pte Ltd and Sky Movement Education Pte Ltd (“Sky”, “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.

This Notice is incorporated into and made part of our Studio Terms and Conditions. Please read this Notice and our Studio Terms and Conditions carefully. When you submit or provide personal data (as defined below) to us, you consent to the collection, use and disclosure of your personal data as described in this Notice.

1. Definitions used in this Notice:

“authorised representative” means a third party who has been duly authorised by you to disclose your personal data to us.

“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 (“you”, “your”);

“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. It includes any information that you provide to us, that we collect or that we are provided with by third parties or your authorised representatives and that identifies you, or from which you are identifiable, whether directly or indirectly. It does not include data where the identity has been removed so that it can no longer be associated with you (anonymous data).

“website” refers to www.skypilates.com

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

PERSONAL DATA

3. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include (but are not limited to):

- (a) Identity data which includes your name (includes first name, maiden name, last name, alias, username or similar identifier), identification number, nationality, marital status, title, date of birth, gender, country of residence, employment;
- (b) Contact information such as your home address, billing address, delivery address, email address or telephone number;
- (c) Your photographs and other audio-visual information;
- (d) Financial information such as credit or debit card numbers, or bank account information;
- (e) Transaction data including details about payments to and from you and other details of goods and services you have purchased from us;
- (f) Your health and medical information including any accessibility issues;
- (g) Information on your family members or next-of-kin or emergency contact person;
- (h) Information pertaining to your children or a child whom you are legal guardian of aged 18 and under.
- (i) Profile information including your username and password, purchase made by you, your interests, preferences, feedback and survey responses;
- (j) Usage data includes information about how you use our website, goods and services;
- (k) Marketing data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

4. We generally collect personal data provided voluntarily by you directly, your authorised representative, third parties, from publicly available sources or from our website and social media platforms. This includes data we may collect from you:

- (a) when you submit a form for registering as a customer or to purchase or enquire about any of our goods and services;
- (b) when you contact us or correspond with us (for example by phone, email, social media platforms or otherwise) for any reason; or when you provide us with comments, opinions and/or feedback;
- (c) when you use some of our services, for example, websites and including establishing any online accounts with us;
- (d) when you request that we contact you, be included in an email or other mailing list;
- (e) when you download our mobile app or any third party mobile app used in conjunction with the provision or scheduling of any services with us;
- (f) when you use our website or branded app or MindBody app;
- (g) when you ask us to provide you with marketing communications such as newsletter, updates or information about special events or promotions;
- (h) if you ask us to keep in touch with you or provide you with personalised content (such as targeted advertising).
- (i) when we receive references from business partners and third parties, for example, where you have been referred by them to us;

(j) we may be given information about you from third parties, such as social media platforms which you may use from time to time (Facebook, Instagram, TikTok etc) or anyone making a booking on your behalf (eg MindBody app). We may also collect information that is publicly available, for example, when we interact with you through social media;

(k) when you provide us with any personal data relating to a third party (e.g. information of your family members, children, employees, partners and/or associates), by submitting such information to us, you represent to us that you have obtained the consent of the third party to provide us with their personal data to enable us to process their personal data as described herein;

(l) data given by you to one of our companies may be shared between us if you use the services of one of our other companies to provide you with a seamless and safe experience;

(m) when you submit your personal data to us for any other reasons.

Our website does not target and is not intended to attract children under the age of 18 years old. We do not knowingly solicit personal data from children under the age of 18 years old or send them requests for personal data.

We will require you to share certain personal data with us (such as identity, contact, financial, health and medical information and such other information as may be indicated from time to time) in order for us to perform the relevant services you have requested. We may not be able to safely or adequately perform the relevant services if you choose not to or otherwise fail to supply the relevant personal data. **By using our website or services, you are consenting to our privacy policy.**

5. We use your personal data for relevant purposes where we have a lawful basis to use your personal data without consent. This Notice fulfils our duty to process personal data fairly, lawfully and reasonably i.e. in a manner that you would expect given the nature of our relationship to you, by giving you appropriate notice and explanation of the way in which your personal data will be used. We may collect, use share, transfer and disclose 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, where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you. This includes notifying you about important information, studio terms and conditions and policies;

(b) verifying your identity;

(c) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;

(d) managing your relationship with us. This includes responding to your queries, setting up of appointments, booking or cancellation or rescheduling of sessions, seeking your feedback, handling your feedback/complaints, updating you on changes to this Notice, seeking your consent, notifying you of changes to our policies or terms and conditions. This may also include the sharing of your personal data between us and our related companies to create a more seamless experience with us when you use any services provided by all or any of our companies. We will conduct and manage our business to enable us to give you the best service experience.

(e) processing payment or credit transactions including refunds;

(f) sending you marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions. If you have consented to receive marketing information from us, we will provide you information by telephone, email, app notifications and SMS or other direct messaging services. You have the opportunity to clearly set out whether you wish to receive marketing messages from us.

(g) Facebook, Instagram, Twitter, TikTok or any other social media platforms that we may use from time to time if you use your account with them to interact with us, if applicable;

(h) third party service providers, business partners, suppliers, subcontractors or agents (for example our teachers and therapists who are freelancers, IT services, customer relationship management, bookings, business development and marketing support services), vendors who provide data processing and other information technology services, managing promotions, carrying out research and analysis and other organisations we have engaged to perform any of the functions listed above for us.

(i) professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services to us;

(j) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental, law enforcement agencies and/or regulatory authority;

(k) third parties who acquire us or substantially all of our assets, in which case your personal data will be one of the transferred assets (we will let you know before this happens);

(l) protecting against fraudulent or illegal activity and protecting your vital interests or those of another persona, for example to disclose your personal data to emergency services where we believe it is necessary to protect your vital interest;

(m) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes;

(n) analytics and search engine providers that assist us in the improvement and optimisation of our website;

(o) any other incidental business purposes related to or in connection with the above; and

(p) any other purposes for which you have provided the information;

(q) as we believe to be necessary and appropriate. We may also disclose your Personal Data: (i) as permitted by law; (ii) if we determine that the disclosure of specific information is necessary to comply with the request of a law enforcement or regulatory agency or other legal process; (iii) to protect the legitimate rights, privacy, property, interests or safety of our company or our affiliated entities, customers, business partners, employees or the general public; (iv) to pursue available remedies or limit damages; (v) to enforce our Terms of Use; and (vi) to respond to an emergency.

Where permitted under the PDPA, we may also collect, use and disclose your personal data for the following "Additional Purposes":

- i. analytics and tracking,
- ii. conducting market research and surveys to enable us to understand and determine customer location, preferences and demographics to develop special offers and marketing programmes in relation to our products and services, and to improve our service delivery and your customer experience at our touchpoints;
- iii. providing additional products and services and benefits to you, including promotions, loyalty and reward programmes from us;
- iv. matching personal data with other data collected for other purposes and from other sources (including third parties) in connection with the provision, marketing or offering of products and services by us;
- v. leads generation and management for marketing our products and services;

- vi. administering contests, competitions and marketing campaigns, and personalising your experience at our touchpoints;
- vii. communicating to you advertisements involving details of our products and services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you (including but not limited to upselling, cross selling and online marketing);
- viii. organising promotional events and corporate social responsibility projects; and
- ix. purposes which are reasonably related to the above-mentioned.

(collectively, the “**purposes**”).

6. 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 (including, where applicable, a period to enable us to enforce our rights under any contract with you).

WITHDRAWING YOUR CONSENT

7. Where consent is required for our use of your personal data as described above, we will request your consent. Typically, we collect your consent by you performing an action such as ticking the appropriate consent box or otherwise communicating your consent to us (for example by email or by providing us with non-mandatory information). In circumstances where you provide consent, our use of that personal data will be as set out herein. We will only process your personal data for marketing purposes if we have your consent to do so or we are otherwise legally permitted to do so. Please see 5(f) above.

8. 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 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 at the contact details provided below.

9. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.

10. 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 and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 8 above.

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

ACCESS TO AND CORRECTION OF PERSONAL DATA

12. 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 at the contact details provided below.

13. Please note that a reasonable fee (SGD\$20.00) may be charged for an access request. If so, we will inform you of the fee before processing your request.

14. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) 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).

PROTECTION OF PERSONAL DATA

15. Once we receive your personal data, we will use strict procedures and security features to try to prevent unauthorised access or inadvertent disclosure. The personal data that we hold about you will be stored either on our physical or cloud servers or using third party data storage providers (“**data intermediaries**”) engaged by us in the countries where the data intermediaries process your data, and in compliance with applicable data protection laws in those territories. 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 such as up-to-date anti-virus protection, encryption and privacy filters to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our authorised data intermediaries and agents only on a need-to-know basis.

16. 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. In particular, we do not warrant that such personal data may not be accessed, altered, collected, copied, destroyed, disposed of, disclosed or modified by breach of any of our physical, technical, or managerial safeguards.

ACCURACY OF PERSONAL DATA

17. We generally rely on personal data provided by you (or your authorised representative). You represent and warrant that the data or personal data that you provide to us is complete, accurate, true and correct, and where you provide/we collect personal data relating to other individuals from you, you have the valid authority and consent from third party individuals to act on their behalf and provide their data or personal data to us to collect, use, disclose and process for the purposes herein. 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 at the contact details provided below.

RETENTION OF PERSONAL DATA

18. 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.

19. 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.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

20. We may use, share, disclose and transfer the personal data we collect from you with third party vendors and data intermediaries which we use to better deliver our goods and services to you. For example we use data intermediary services provided by Mindbody Inc. (a California-based company

in the USA). This may involve transferring, processing and storing your personal data outside of Singapore, including countries where their databases are based or are hosting your personal data on our behalf. By using our services and our website, you hereby expressly agree to such cross-border transfer of personal data. We shall use reasonable endeavours to ensure strict confidentiality and similar levels of safeguards as required under the PDPA. Please note that the rights of government and law enforcement authorities to access your personal data may differ depending on where your personal data is held.

LINKS TO OTHER WEBSITES

21. This Notice does not address and we are not responsible for the privacy and conduct practices of any third party websites, applications and social media platforms, so you should read their own privacy policies before disclosure of any personal data to these websites, applications and social media platforms. We are not responsible for the collection, usage and disclosure policies and practices (including the data security practices) of other organisations such as Facebook, Instagram, Twitter, Apple, Google, Microsoft, RIM or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or device manufacturer, including any personal data you may disclose to other organisations through or in connection with our services including our social media pages.

DATA PROTECTION OFFICER

22. You may contact our Data Protection Officer (DPO) 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:

Ms. Teresa Woo, Data Protection Officer
Sky Pilates Pte Ltd / Sky Physiotherapy Pte Ltd / Sky Movement Education Pte Ltd
583 Orchard Road #09-01, Forum Office Tower,
Singapore 238884
Tel: +65-6100 7597 / +65-9833 6670
Email: teresa@skypilates.com

EFFECT OF NOTICE AND CHANGES TO NOTICE

23. This Notice is in effect as of the date stated at the top and 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.

24. We may revise this Notice from time to time without any prior notice. Any changes we may make will be posted on this page. 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. Please check back frequently to see any updates or changes to our Notice.

GOVERNING LAW

25. This Notice and your use of this website shall be governed in all respects by the laws of Singapore. You hereby submit to the non-exclusive jurisdiction of the Singapore courts.