

This Data Protection Notice (“**Notice**”) sets out the basis upon which Diamond Energy Merchants Pte Ltd (“the Company”, “**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.

PERSONAL DATA

1. As used in this Notice:

“**customer**” means an individual who (a) has contacted us through electronic 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; and

“**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 full name, identification numbers such as NRIC/FIN, residential address, email address, telephone number, and gender.
3. Other terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

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 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. Personal data may be provided to us in forms filled out by you, email messages, through our websites, and web services or provided by third parties.
6. 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) managing our administrative and business operations and complying with internal policies and procedures;
 - (d) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
 - (e) conducting market research and/or analysis for statistical, profiling, or other purposes for us to review, develop and improve the quality of our products and services;

- (f) monitoring or recording phone calls for quality assurance, employee training, and performance evaluation and identity verification purposes;
 - (g) managing your relationship with us;
 - (h) creating and maintaining your profile in our system database for internal records and reference;
 - (i) providing customer service and support;
 - (j) facilitating your use of our online portal;
 - (k) processing payment or credit transactions;
 - (l) administering debt recovery and debt management;
 - (m) conducting investigations relating to disputes, billing, or fraud;
 - (n) 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;
 - (o) any other purposes for which you have provided the information;
 - (p) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, for the aforementioned purposes; and
 - (q) any other incidental business purposes related to or in connection with the above.
7. We do not disclose your personal data to third parties except when required by law, or to provide the service for which you have engaged us, or in cases where we have engaged third parties such as data intermediaries or subcontractors specifically to assist with the Company's activities. Any such third parties whom we engage will be bound contractually to keep all information confidential.
8. In particular, we may disclose your personal data to:
- (a) companies providing services to us;
 - (b) agents, contractors, or third party service providers who provide operational services to us;
 - (c) external banks, credit card companies and their respective service providers;
 - (d) our professional advisors such as consultants, auditors, and lawyers; and
 - (e) relevant government ministries, regulators, statutory boards or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes.
9. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to your electricity contract should you engage our electricity services) 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 a contract with you).

WITHDRAWING YOUR CONSENT

10. 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 by email. 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 by email to our Data Protection Officer at the contact details provided below.
11. Upon receipt of your email 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 twenty (20) business days of receiving it.

12. 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 or administer any contractual relationship already in place, which in turn may also result in the termination of any agreements with us, and you being in breach of your contractual obligations or undertakings. Our legal rights and remedies in such event are expressly reserved. 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.
13. 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.

ACCESS TO AND CORRECTION OF PERSONAL DATA

14. If you wish to make (a) a 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 by email to our Data Protection Officer at the contact details provided below.
15. You will be required to furnish acceptable proof of your identity before we can fulfil any data access or correction request.
16. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.
17. We will respond to your request as soon as reasonably possible. In general, our response will be within twenty (20) business days. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you 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

18. 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 antivirus protection, encryption, use of privacy filters, and disclosing personal data both internally and to our authorised third party service providers and agents only on a need-to-know basis. However, we cannot completely guarantee that no harmful code will enter our websites, applications and digital services (for example, viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites, applications, and digital services.
19. You should also be aware 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. We urge you to take every precaution

to protect your personal data when you are on the internet, when you browse our websites, or use our applications and/or digital services. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.

20. If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorized person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password, or believe the confidentiality of your username and password has been lost, stolen or compromised in any way, or that actual or possible unauthorized transactions have taken place. We are not liable for any damages resulting from any security breaches on unauthorized and/or fraudulent use of your username and password.

ACCURACY OF PERSONAL DATA

21. 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 by email at the contact details provided below.

RETENTION OF PERSONAL DATA

22. 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.
23. We will cease to retain your personal data, or remove the means by which the personal 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

24. We generally do not transfer your personal data to jurisdictions 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.

DATA PROTECTION OFFICER

25. You may contact our Data Protection Officer if you have any enquiries or feedback on the Notice or if you wish to make a request, by sending an email to dpo@diamond-electric.com.sg.

PRIVACY ON WEB AND DIGITAL SERVICES

26. When you browse our website(s), or use our applications and/or digital services, you generally do so anonymously, but please see the clauses below on cookies. We do not, at our websites, applications and digital services, automatically collect personal data unless you provide such information or login with your account credentials.
27. A cookie is a small piece of information that is placed on your computer when you visit certain websites. The cookies placed by the servers hosting our websites are readable only by us, and cookies cannot access, read or modify any other data on an

electronic device, nor do they capture any data which allows us to identify you individually. All web browsers offer the option to refuse any cookie, and if you refuse our cookie then we do not gather any information on that visitor.

28. Should you wish to disable the cookies associated with these browsers, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of our websites, particularly those sections which require login credentials.
29. Because we want visitors' web experience to be as informative and resourceful as possible, we may provide a number of links to third party websites. We assume no responsibility for the information practices of these third party websites that you might access. When a visitor to our website links to these third party websites, our privacy practices no longer apply. We encourage you to review each website's privacy policy before disclosing any data.

EFFECT OF NOTICE AND CHANGES TO NOTICE

30. 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.
31. 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.