
PRIVACY POLICY

(Effective Date: 1 April 2021)
(Revised as of: 1 April 2021)

If you access the Rooma Services in any way, or are a Subscriber of the Rooma Services, you will be deemed to use and be a user of the Rooma Services. Rooma will collect the Personal Data of all users of the Rooma Services, but will do so in compliance with the PDPA. This policy highlights the key information pertaining to what we collect when you use Rooma Services. It also highlights the key information about how we store, use, share, transfer, and delete that information. It further includes information about how you may manage that information. For full details of how your Personal Data will be collected and processed by Rooma from the Rooma Services, please refer to the PDPA.

In general, the Personal Data which is collected from you shall be processed in compliance with the PDPA. We share your data with our Data Intermediaries or other third-party service providers used by us to the extent necessary for them to provide their services.

Unless the context otherwise requires, the definitions and interpretative provisions in [Schedule 1](#) apply throughout this Privacy Policy.

1. INFORMATION WE COLLECT

1.1 When you use the Rooma Services, and as you continue to use the Rooma Services, we collect certain types of information from you, including but not limited to the following:

- (a) full name;
- (b) Service address;
- (c) email;
- (d) telephone number;
- (e) geographical location;
- (f) device identifiers;
- (g) profile picture;
- (h) your network usage data or other information gathered automatically by our systems, including computer IP address, links visited, and other activities conducted online;
- (i) information about how you use the Rooma Services; and
- (j) other information which you may provide to Rooma from time to time.

- 1.2 If you provide us with any Personal Data relating to a third party, 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 for the respective purposes set out in this Privacy Policy.
- 1.3 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 ability to provide you with the Rooma Services you have requested.

2. COOKIES AND WEB BROWSER INFORMATION¹

- 2.1 When you visit the Rooma Services, we send one or more cookies to your computer and other devices. The information obtained from such cookies may be used by us for storing user preferences and to enable Rooma or third-party advertising partners (including Google and Facebook) to display targeted advertisements which may be of interest to you.
- 2.2 We also collect information which is sent to us by your web browser. When you browse the Rooma Services, we automatically receive your computer's IP address which provides us with information that helps us learn about your browser and operating system, such as the name of your operating system and the name and version of your browser.
- 2.3 Other information we may collect include the address of the web page you were visiting when you accessed the Rooma Services and the date and time of your visit. The type of information we collect depends on the settings on your web browser.

3. PURPOSE OF PROCESSING

- 3.1 We use this information to:
 - (a) provide the Rooma Services and its features to you, including:
 - (i) ensuring the contents of the Rooma Services are presented in the best way for you and your computer (or mobile device);
 - (ii) providing you with information about products or services that you request for or which we consider may be of interest to you;
 - (iii) allowing you to use various features of the Rooma Services;
 - (iv) measuring and improving the Rooma Services and its features;
 - (b) provide you with customer support;
 - (c) provide you with service-related announcements;
 - (d) prevent potentially illegal activities;
 - (e) enforce our T&Cs;

¹ Note to Draft: A pop-up should be including in both app and website to ensure that this is accepted upon access to either platform. If no consent is given, but such data is necessary/ Rooma does not have the infrastructure to function without such data being collected, the website/app will need to remove the user somehow (e.g. auto-return to previous page or shut down).

- (f) generate aggregate, non-identifying information about how people use the Rooma Services;
- (g) for any other purpose for which Rooma has specifically obtained your consent;
- (h) provide, test, improve, promote and personalize the Rooma Services;
- (i) fight spam and other forms of abuse;
- (j) comply with any applicable rules, laws, regulations, code of practice guidelines, issued by any legal or regulatory bodies which are binding on Rooma (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies, and conducting audit checks, due diligence, and investigations); and
- (k) for any other purposes which are reasonably related to any of the above purposes, or for any other purpose which we may notify you at the time of obtaining your consent.

3.2 If you are a Subscriber, we collect, use, and disclose your Personal Data for the following purposes: ²

- (a) establishing or providing you with the Rooma Services you subscribe to (including but not limited to booking processing, rescheduling, and cancelation, assignment of housekeeper, and service delivery);
- (b) facilitating the continuation or termination of your subscription to the Rooma Services (including but not limited to administering subscription arrangements, processing renewal of subscriptions and customer relationship management);
- (c) facilitating the daily operation of the Rooma Services (including but not limited to billing, customer service, customer verification, technical support, Rooma Platform maintenance and troubleshooting);
- (d) facilitating third party services if obtained, administered, or processed through us;
- (e) managing and executing our service-level agreements with you (if any);
- (f) processing of payment instructions, GIRO, direct debit facilities and/or credit facilities requested by you;
- (g) enforcement of repayment obligations (including but not limited to debt collection, filing of claims, retrieval of payments from losses made by our service partners);
- (h) administering and processing any insurance claims and payments arising under the respective policies;
- (i) credit and internal risk management (including but not limited to performing credit checks and disclosures to law enforcement agencies);
- (j) generating internal reports (including but not limited to annual, operational and management reports);
- (k) administering fee adjustments, refunds and waivers;

² Note to Draft: Please let us know if the purposes listed are accurate to Rooma's use of personal data and the if there are any other purposes that Rooma collects/uses/discloses such personal data.

- (l) notifying you of your entitlements under any subscription programmes with us;
- (m) analysing your use of the Rooma Services so as to help us improve, review, develop and efficiently manage the Rooma Services offered to you; and
- (n) purposes which are reasonably related to any of the above purposes, or for any other purpose which we may notify you at the time of obtaining your consent.

4. USE OF INFORMATION FOR MARKETING PURPOSES³

- 4.1 Rooma will send you marketing communications by email if they relate to goods and services similar to those you have expressed an interest in and if you have consented to us contacting you in this manner.
- 4.2 You have the right to unsubscribe to the marketing communications by clicking the corresponding link featured in each marketing communication email sent to you.
- 4.3 You have the right to request that Rooma does not use the Personal Data collected for marketing purposes or refrain from transferring the data to third parties for marketing purposes, by notifying Rooma of the same via hello@rooma.co.

5. POTENTIAL CONSEQUENCES OF PROCESSING⁴

- 5.1 By subscribing to Rooma Services, you may make available to the public certain Personal Data through interactions on the Rooma Platforms.
- 5.2 Where such Personal Data may reveal special category protected data, it is processed on the basis that you have manifestly made it public.
- 5.3 If you do not agree with and accept the risk of such use of your Personal Data, you will not be permitted to use the Rooma Services as a Subscriber.

6. OBJECTIONS TO USE OF PERSONAL DATA

You may at any time object to the use of your Personal Data by notifying Rooma of the same via hello@rooma.co. Your subscription will be suspended in the meantime whilst investigations are underway for any alleged misuse of your Personal Data.

7. TRANSFER OF PERSONAL DATA ACROSS BORDERS

The Rooma Services are hosted in Singapore, whilst our storage servers are hosted in the United States of America. By using the Rooma Services, you hereby authorise the transfer, storage, and use of your Personal Data in Singapore and United States of America and to the extent that is allowed by the PDPA.

³ Notes to Draft: This refers to advertising that Rooma may do for subscribers (e.g. new subscription package options/ vouchers/ discount codes/ credit card cash back deal, etc.).

⁴ Notes to Draft: This is only necessary if after booking, everyone can access and see the calendar with other people's bookings. If this is not the case (e.g. the calendar is anonymised and just says a day is "fully booked" or "not available", or no calendar is shared with subscribers at all) then there is no issue and this can be removed.

8. MODIFICATION OF PERSONAL DATA

You may at any time access and modify your Personal Data through the Rooma Platforms or by contacting us at hello@rooma.co. It is your responsibility to ensure that the information therein is accurate and kept up-to-date at all times.

9. EXPORTING OF PERSONAL DATA

You may at any time request to export your Personal Data via hello@rooma.co.

10. DELETION OF PERSONAL DATA

You may at any time delete your Personal Data by requesting the same through hello@rooma.co. Rooma will notify you of the acceptance/confirmation of such deletion. Your subscription will be considered terminated once your Personal Data is deleted. All your Personal Data will be deleted from our systems within 7 Business Days from the date of notice of confirmation of deletion, save as to aggregated data and to the extent required to facilitate compliance with global industry standards of data retention.⁵

11. RETENTION OF PERSONAL DATA

Rooma retains Personal Data associated with you for the entire duration which you remain a Subscriber, and your consent is not withdrawn. In the event that your Personal Data is deleted, or consent is withdrawn, Rooma will only retain your Personal Data to the extent required by law and to the extent permitted by the PDPA (save as to aggregated data).

12. DISCLOSURE

- 12.1 We may disclose your Personal Data if we are required by law to do so or if it is necessary to facilitate any investigation for breach of our T&Cs or to enforce our rights under the T&Cs.
- 12.2 By using the Rooma Services, subject to the provisions of the PDPA, Rooma may share your Personal Data:
- (a) with parties whom you have consented for Rooma to share such information;
 - (b) with Rooma's partners, affiliates or subsidiaries;
 - (c) in the event of a sale, transfer of ownership of the shares or assets of Rooma, merger or other similar transaction;
 - (d) where we provide services jointly with other companies or Data Intermediaries;
 - (e) to give search engines access to publicly available information; and
 - (f) as otherwise set forth in this Privacy Policy.

⁵ Notes to Draft: No personal data should be retained where such data is no longer "necessary" for the purpose that it was collected.

12.3 Information about you may also be shared where you have made that information public by uploading it on or to the public areas of Rooma Platforms.⁶

13. DATA INTERMEDIARIES AND THIRD PARTY SERVICE PROVIDERS

13.1 In general, the Data Intermediaries or other third-party service providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

13.2 This Includes the following categories of recipients:

- (a) hosting, storage, and other infrastructure;
- (b) security;
- (c) analytics;
- (d) network providers and partners; and
- (e) communication and support.

13.3 However, when you click on links available on the Rooma Services, they may redirect you away from the Rooma Services. Once you exit the Rooma Services or are redirected to a third-party website or application, you may be subject to their equivalent of a privacy policy and terms of use.⁷

13.4 Further, the Rooma Platforms integrate with third party systems including but not limited to Aquity Scheduling and Stripe. These third party systems are embedded into Rooma Platforms and send data to the host site as if you were visiting the host side directly (i.e. you will be subject to their respective privacy policy and terms of use). Rooma does not control the data collected by these third party systems. Any queries you may have regarding their privacy policies and terms of use may be addressed to them directly.

13.5 We are not responsible for the privacy practices of these Data Intermediaries/service providers and encourage you to read their privacy policies in order to understand the manner in which your personal information will be handled by these providers.

13.6 In particular, please note that certain providers may be located in or have facilities that are located in a different jurisdiction. Thus, if you elect to proceed with a transaction that involves the services of a third-party service provider, your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

⁶ Notes to Draft: To be deleted in Clause 5 is not relevant.

⁷ Notes to Draft: For good practice it should be integrated into the website and the application when bookings are made, for a pop up to appear to warn a user that they are being redirected to a third-party website/application.

14. CONSENT

- 14.1 Rooma collects and stores your Personal Data only on the legal basis set out in the PDPA. Consent is obtained when you provide us with Personal Data to register your subscription you thereby agree to this Privacy Policy.
- 14.2 If we wish to use your Personal Data for a purpose other than as set out in this Privacy Policy, we will ask you for your express consent.

15. AGE OF CONSENT

- 15.1 Rooma does not knowingly provide access to the Rooma Services to anyone under the Age of Majority or collect any Personal Data in relation to any such person.
- 15.2 By using the Rooma Services, you represent that you are at least the Age of Majority in your country/state/province of residence, where applicable.

16. WITHDRAWAL OF CONSENT

You may withdraw consent by requesting the same through [email]. Rooma will notify you of the acceptance/confirmation of withdrawal of your consent. Your Personal Data will be erased within [03] Business Days from the date of notice of confirmation of withdrawal of consent, save as to where it is aggregated and anonymised, and except to the extent that Rooma is prevented from doing so by law.

17. SECURITY

- 17.1 To protect your Personal Data, we take reasonable precautions and follow industry practices to ensure that such information is not lost, misused, accessed by unauthorised persons, disclosed, altered or destroyed.
- 17.2 Nonetheless, you should be aware that transmission of information via the internet is not entirely secure and Rooma cannot guarantee the security of any data transmitted to our Rooma Services via the internet.
- 17.3 You should take steps to keep your data secure by protecting your credentials for your subscription and any other account which is accessed through the Rooma Services.
- 17.4 In the event that there is a data breach, Rooma shall notify you within 72 hours with a relevant breach notification.⁸

18. CHANGES TO POLICY

Rooma reserves the right to modify this Policy at any time to ensure that it is consistent with its business development or changes in applicable legal or regulatory requirements. Changes and clarifications will take effect immediately upon their publication on the Rooma Services. We will notify you about significant changes to our Privacy Policy. Should you no longer agree to this

⁸ Notes to Draft: Do note the timeline stipulated here for notification to users for any breach. Internally the breach protocol will also need to reflect corresponding timelines. We would recommend no more than 72 hours as “reasonable” time for internal processing before notifying a user of a breach/potential breach.

Privacy Policy, you can opt out of any such changes to our Privacy Policy by unsubscribing to Rooma Services and withdrawing your consent as set out above in Clause 16.

19. GOVERNING LAW

This privacy policy forms part of the T&Cs of the Rooma Services and shall be governed and construed in accordance with laws of the Republic of Singapore. Any dispute arising out of or in connection with this privacy policy including any question regarding its existence, validity or termination, shall be referred to and finally resolved exclusively by the courts of Singapore.

20. CONTACT INFORMATION

- 20.1 If you would like to access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information, please direct our queries to our Customer Service Officer at hello@rooma.co.⁹

⁹ Note to Draft: It is a requirement under the PDPA for organisations to designate at least one individual (known as the data protection officer), to oversee data protection responsibilities within the organisation to ensure PDPA compliance. This does not need to be a separate/new employee. An existing employee/team of employees may be appointed for this purpose. This employee/team should be well versed/trained to handle personal data protection queries and protocols.

Personal data protection is taken very seriously and increasingly so in recent times. In this regard, we do not recommend using the generic Customer Services as the contact point for such matters. We recommend that a separate email specifically meant for personal data matters be created to be monitored by the DPO(s). This will assist in ensuring prompt and targeted responses to users.

DEFINITIONS AND INTERPRETATION

1. Definitions

In this Privacy Policy, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Age of Majority” means 21 years old, as stipulated in the PDPA, or such age as stipulated by the requisite law in order for Rooma to lawfully collect Personal Data from the individual without parental consent.

“Data Intermediaries” means third party service providers engaged by Rooma to manage or process its data, including Personal Data.

“IP address” means internet protocol address.

“PDPA” means the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore, as may be amended from time to time.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Rooma Services” means the Rooma website (<https://www.rooma.co/>) and the mobile application (Rooma App) (collectively, the **“Rooma Platforms”**), including any content, functionality, services, and products, offered on and through the Rooma Platforms.

“Subscriber” means an individual who has booked and/or subscribed to Rooma Services.

Unless otherwise defined in this Privacy Policy, all capitalized terms shall have the meanings ascribed to them in the T&Cs at www.rooma.co/terms.