

Privacy Policy Go Acc

This Privacy Policy explains what you can expect from us and what we need from you in relation to your personal data. Please read this carefully as this Privacy Policy is legally binding when you use our Services.

We want you to understand why and how Go Acc Pte. Ltd. collects, uses, discloses and or/processes your Personal Data (as defined below) under Singapore's Personal Data Protection Act 2012 (the "PDPA").

This Privacy Policy ("Policy") applies to you and all Individuals (as defined below) who provide Go Acc with Personal Data or whose Personal Data is otherwise collected, used, processed, stored and/or disclosed by Go Acc in connection with and/or for the purposes of its operations.

This Policy supplements but does not supersede or replace any previous consent which you may have provided to Go Acc, nor does it affect any legal rights that Go Acc may have regarding the collection, use, processing and/or disclosure of any Individual's Personal Data.

Go Acc may from time to time update this Policy to ensure that it is consistent with our business needs or to accommodate amendments to applicable legal or regulatory requirements. All updates to this Policy will be published online at <https://www.myvirtualadmins.com/> (the "Go Acc Website"). Notification of any material revisions will also be published on the Go Acc Website. You shall be deemed to have accepted the Policy as amended by continuing your relationship with Go Acc after any amendments have been published on the Go Acc Website.

This Policy forms part of the terms and conditions, if any, governing your specific relationship with Go Acc ("Terms and Conditions") and it should be read in conjunction with the Terms and Conditions. In the event of any conflict or inconsistency between the provisions of this Policy and the Terms and Conditions, the provisions of the Terms and Conditions shall prevail to the fullest extent permissible by law.

Our principles of data protection

Our approach to data protection is built around 3 key principles. They're at the heart of everything we do relating to personal data.

User Sovereignty: You have full control over your data and you have the ability to make changes as required.

Some information such as your Business Profile, Directors and Shareholders cannot be directly amended by you as it requires formal update with regulatory bodies.

Transparency: We take a human approach to how we process personal data by being open, honest and transparent.

Security: We ensure industry leading approaches to securing the personal data entrusted to us.

As a measure of our commitment to security, we are ISO 270001:2013 Certified.

1. Definitions: For the purposes of this Policy:

"Individual" (or "you") means a natural person, whether living or deceased and "Individuals" (and "your") shall be construed accordingly;

"Personal Data" means data that is capable of identifying an Individual, whether on its own or in conjunction with other data accessible to Go Acc;

“Personnel” means any Individual engaged under a contract of service with Go Acc including permanent or temporary employees as well as trainees and interns engaged by Go Acc from time to time; and

“Potential Personnel” means any Individual who has submitted an application to be engaged by Go Acc as Personnel.

2. Purposes for collection, use and disclosure of Personal Data

There are some information which are mandatory for us to collect in order to provide our services to you as part of being regulated.

Go Acc will only collect, use and disclose Personal Data from/or related to an Individual that is reasonably considered necessary for the relevant purposes underlying such collection, use or disclosure, which may include but is not limited to the following:

- a) Facilitating Go Acc’s provision of products and services which are used by you and from time to time with newsletters, marketing or promotional materials and any other information that may be relevant to you;
- b) Communicating with you to assist you with your enquiries;
- c) Dealing with administrative matters relating to the product and/or services purchased and/or subscribed to by you;
- d) Conducting market research and customer satisfaction surveys;
- e) Any other purposes that we notify you of at the time of obtaining consent (collectively known as the “Purposes”).

3. Collection of Personal Data

Generally, Go Acc may collect Personal Data from you in one or more of the following ways or circumstances:

- a) Information provided directly: You may be asked to provide Personal Data when you visit or use some parts of our websites and/or services. You do not have to provide us with your Personal Data; however, it could mean that you are not able to access some parts of our website or use our services.
- b) Information collected automatically: Some information is collected automatically, such as an IP address and device type, when you visit our websites or use our services. This information is useful to us as it provides us with a better understanding of how you are interacting with our websites and services so that we can continue to provide you with the best experience possible. We use your IP address to determine your location in order to provide the most relevant content to you.
- c) Information from third parties: The majority of information that we collect is collected directly from you. Some data may be collected from other sources, such as information that is available in the public domain or trusted third parties in order to conduct background checks as part of your relationship with us. We use this information to supplement the Personal Data that we have collected from you. If you register with us through a third party service like Google, we may collect additional information from you, as permitted by your settings with the third party service.

Where your Personal Data is collected from third parties, we will only use such Personal Data where you have provided your consent to the third party which would also cover our processing of your Personal Data or where Go Acc has a legitimate interest to use the Personal Data in order to evaluate the suitability of your relationship with us.

Some of the information we collect may include your personal data, such as your full name, contact information, telephone number(s), email address, company name and other personal information required by government

agencies, product and service selections, and other data that may identify you. We collect personal data about you at several different points, including but not limited to the following:

when we correspond with you as a customer or prospective customer;

when you visit our website or use the Platform;

when you use our software or services;

when you register as an end-user of our services and an account is created for you;

when you opt-in our newsletter program;

when you decide to participate in a survey;

When you voluntarily provide us with your information through our landing pages

As part of our on-boarding process, there is some information which we have to collect from you as part of being regulated by the Accounting and Corporate Regulatory Authority (ACRA) and the Monetary Authority of Singapore (MAS), without which we would not be able to provide you our services. In order to do so, we make use of independent providers to help us carry out identity checks on our behalf. When this happens, you will be redirected outside of Go Acc platform. The information required might include an image, images of an identity document (e.g a passport or a driver's license) or a live video. The exact information needed depends on the check that's being carried out.

We seek to protect the information we share by imposing contractual privacy and security safeguards on the recipient of the information. Whenever redirected outside of Go Acc, we encourage you to read the provider's relevant privacy policy in order to have a better understanding on how your data is being processed.

4. Processing of Personal Data

Where we collect Personal data, we will only process it:

- a) To perform a contract with you, or
- b) Where we have a legitimate interest to protect the Personal Data which is not overridden by your rights, or
- c) In accordance with a legal obligation, or
- d) Where we have your consent.

Please note that if you choose not to provide us with your Personal Data or choose not to consent to our processing of your Personal Data, we may not be able to provide some or all of our Services to you or respond to your other requests; for job applicants, we would not be able to evaluate your suitability against our employment opportunities.

5. Sharing Information Outside Go Acc

Go Acc shares information with external parties that are performing tasks on our behalf (including data processors and sub-contractors) and with other companies, organisations, government bodies, and individuals outside Go Acc where we have a legitimate legal reason for doing so (for example, in connection with any merger or acquisition or to comply with a court order) or where we have been instructed to share the information on behalf of our clients.

6. Consent

Unless otherwise authorised under the APP, PDPA, PDPO, GDPR or any other applicable law, Go Acc will not collect, use or disclose your Personal Data without your knowledge and consent. Go Acc will highlight the Purposes relevant to you, by appropriate means, at the point or time of collection of your Personal Data.

Go Acc may obtain your consent by any of the following means:

- a) via express provisions in a contract, application form and/or registration form to be signed with or submitted to Go Acc;
- b) via notifications on Go Acc's websites;

In so far as any Purpose(s) are intrinsic to the relationship or provision of services, Go Acc reserves the right to decline to engage in the relevant relationship or to provide the relevant services to you if you do not consent to Go Acc's collection, use or disclosure of your Personal Data for such purposes.

If you:

voluntarily provide Personal Data to Go Acc for any specified purpose;

use or access Go Acc's website(s) or computer network;

enter Go Acc's premises or use any of the facilities thereon; and/or

attend or participate in events or programmes organised by Go Acc

You will be deemed to have agreed and consented to Go Acc collecting, using and/or disclosing their Personal Data in the manner and for the purposes set forth in this Privacy Policy.

If you provide Go Acc with Personal Data relating to a third party (e.g. information of his or her spouse or children) for any particular purpose, you represent to Go Acc that you have obtained the consent of the relevant third party for Go Acc to collect, use or disclose such Personal Data for the relevant purpose.

Where consent is not obtained Go Acc may collect, use and disclose personal data pursuant to an exception under the PDPA law. For example, we may rely on Public Interests Exception in order to respond to an emergency that threatens the life, health and safety of an individual.

7. Disclosure of Personal Data

A cookie is a small piece of data that is stored on your computer or mobile device.

There may be occasions where we may need to share your Personal Data with third parties. Go Acc will disclose your Personal Data only in the following circumstances:

- a) to Go Acc's third party service providers or agents;
- b) to Go Acc's auditors and professional advisors;
- c) to regulators, law enforcement bodies, government agencies, courts or any other third party to whom disclosure is permitted or required by any applicable law or regulation;
- d) to other parties where we have your consent.

8. Request to Withdraw Consent

You have the right to withdraw your consent to the collection, use and/or disclosure of your Personal Data in the possession of Go Acc by submitting your request to Go Acc's Data Protection Officer at partner@goacc-sg.com at any time.

We will process your request for the withdrawal of consent within a reasonable period of time from such a request being made. After that time, we will not collect, use and/or disclose your Personal Data in the manner stated in your request.

Your withdrawal of consent could affect the services that we are able to provide to you. Depending on the extent of your withdrawal of consent for us to process your Personal Data, it may mean that we are not able to continue with our existing business relationship.

9. Cookies

We may place and access certain cookie on your computer and/or any electronic device used to access the Website. We use cookies to improve your experience using the Website and to improve our Services. We have taken steps to ensure that your privacy is protected and respected at all times. With regards to data that is collected by cookies, you may disable the use of cookies on your internet browser when accessing Go Acc's Website. However, disabling the use of cookies may result in the loss of functionality, restrict your use of the website and/or delay or affect the way in which Go Acc's website operates.

10. Security of Personal Data.

Go Acc shall make reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to Personal Data in its possession.

If Go Acc transfers Personal Data outside of Singapore, Go Acc will take reasonable steps to ensure that such Personal Data transferred receives a standard of protection comparable to the protection received under the PDPA and PDPO and such transfer shall be subject to this Policy.

Go Acc will ensure that third parties who receive Personal Data from Go Acc protect such Personal Data in a manner consistent with this Policy and not use such Personal Data for any purposes other than those specified by Go Acc, by incorporating appropriate contractual terms in its written agreements with third parties.

Go Acc is not responsible in any way for the security and/or management of Personal Data shared by you with third party websites accessible via links on Go Acc website.

In the event of a breach of security in respect of any Customer Data, Go Acc shall promptly (but as soon as practical from a security perspective) provide notice of such breach to the Customer and any individuals acting on behalf of such Customer, setting out the extent of the breach, the affected Customer Data and any steps taken by Go Acc to remedy and limit the consequences of the breach. Notwithstanding the foregoing, where Go Acc determines that the PDPA allows Go Acc not to provide notification in respect of a breach, Go Acc may choose not to inform the Customer of such breach immediately or at all.

11. Third party websites

Our Website may, from time to time, contain links to and from the websites of our partner networks and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility for them. Please check these policies before you submit any personal data to these websites.

12. Accuracy of Personal Data

Information voluntarily provided by you to Go Acc shall be deemed complete and accurate.

Go Acc will take reasonable steps to verify the accuracy of Personal Data received at the point of collection, but you will remain primarily responsible and liable to ensure that all Personal Data submitted by you to Go Acc is complete and accurate.

Go Acc will also take reasonable steps to periodically verify the Personal Data in its possession, taking into account the scope of its operations. However, you remain responsible for notifying Go Acc, from time to time, of any applicable changes to your Personal Data. You can amend your Personal Data on the Go Acc Platform or you may notify our customer success team of any changes to your Personal Data by email at partner@goacc-sg.com.

Go Acc shall not be held liable for any inability on its part to provide services to you if you fail to ensure that your Personal Data submitted to Go Acc is complete and accurate.

13. Access to and correction of Personal Data

In general, the rights afforded to individuals are:

a) Right to Access

The right to be informed of and request access to the Personal Data that we process about you. This will enable you to check what Personal Data we are processing and whether the processing is lawful.

We will respond to your access request as soon as reasonably possible. Should we not be able to respond to your access request within 30 days after receiving your access request, we will inform you in writing via email within 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 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 or under any other applicable laws).

b) Right of Correction/Rectification

The right to request that we amend or update your Personal Data where it is inaccurate or incomplete. Kindly note that while we shall make a reasonable effort to ensure that the Personal Data we collect is accurate and complete, you are responsible for ensuring the accuracy of the Personal Data that you provide to us directly.

We will respond to your correction request as soon as reasonably possible. Should we not be able to perform the correction request within 30 days after receiving your request, we will inform you in writing via email on the time by which we will be able to perform your correction request. If we are unable to perform 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 or under any other applicable laws).

c) Right to Withdrawn Consent

You have right to withdraw your consent at any time, where consent is the legal basis of the processing of your Personal Data. Kindly note that depending on the nature and scope of your request, we may not be in a position to continue performing our obligations in the course of or in connection with the Event to you.

For individuals covered by the GDPR, they also have the following rights (as available and subject to any applicable law):

d) Right to Erasure

The right to request that we temporarily or permanently stop processing all or some of your Personal Data.

e) Right to Object

The right to object to your Personal Data being processed by us for direct marketing purposes, or to, at any time, object to us processing your Personal Data on grounds relating to your particular situation

f) Right to Data Portability

The right to request a copy of your Personal Data in electronic format and the right to transmit that Personal Data for use in another party's service.

g) Right not to be subject to Automated Decision-making

The right to not be subject to a decision based solely on automated decision-making where the decision would have a legal effect on you or produce a similarly significant effect.

If we send you electronic marketing messages (i.e newsletters) based on your consent or as otherwise permitted by applicable law, you may, at any time, respectively withdraw such consent or declare your objection at no cost. The electronic marketing messages you receive from Go Acc will also include an "unsubscribe" option within the message itself to enable you to manage your Personal Data. Please note that if you opt-out of receiving direct marketing materials, we may still send you non-promotional messages, such as receipts or information about the Services we are providing to you.

Additionally, you have the right at any time to lodge a complaint with your local Data Protection Authority if you are unhappy with the way in which we are using your Personal Data.

In order to enable you to exercise these rights with ease and to record your preferences in relation to how Go Acc uses your Personal Data, you may email us at partner@goacc-sg.com. For more information on how we respond to your requests click [here](#).

14. Retention of Data

The length of time that we keep your Personal Data depends on what it is and whether we have an ongoing business need to retain it.

We will only retain your data for as long as we have a business relationship with you and for a period of time afterwards where we have an ongoing business need to retain it, or where we are required by law to retain it.

Upon the expiry of time relating to any business needs or legal requirements to retain your Personal Data we will ensure that your Personal Data is deleted or anonymised.

If you wish to know more about our retention policies, kindly email your request to partner@goacc-sg.com

15. Overseas Transfer

In the provision of our Services, the Personal Data we collect may be transferred to and processed by third parties in other countries. In all such instances, Go Acc shall ensure that the transfer of your Personal Data is carried out in accordance with any applicable laws and that appropriate safeguards (e.g. contractual, technical and organizational measures) are put in place before such transfer takes place.

16. Making a complaint

You are welcome to contact us if you have any complaint or grievance about how we are handling any Personal Data in our control or possession.

To make a complaint you can:

- a) Contact our Data Protection Officer via email at partner@goacc-sg.com
- b) Contact us by telephone during our office hours (9:00am to 6:00 pm) at +65 8508 9285;
- c) Visit us in person at our Singapore (9:00am to 6:00pm).

17. Miscellaneous

If any provision of this Policy shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Policy in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Policy in any other jurisdiction shall not be affected.

Nothing in this Policy shall be construed as Go Acc providing an indemnity to any Customer in relation to any Customer Data or use thereof. Go Acc expressly excludes liability or any losses which the Customer may suffer on account of Go Acc's collection, storage or use of Customer Data in accordance with this Policy. In any event, Go Acc expressly excludes any liability to the Customer which are in the nature of indirect or consequential losses, special losses, loss of profits, loss of contracts, loss of reputation or goodwill, or other tangential or intangible losses that a Customer may suffer on account of a breach of this Policy by Go Acc or any of its agents or service providers.