

PRIVACY POLICY

This Privacy Policy describes how Trinity Christian Centre Limited and its respective subsidiaries, affiliates, associated companies and jointly controlled entities (collectively, “Trinity”, “we”, “our” or “us”), collect, use, process, protect and disclose your personal data through the use of our website or mobile application (collectively the “Site”).

This Privacy Policy applies to all Site users, partners, contractors, service providers or individual's personal data which is in our possession or under our control (collectively, “you, “your” or “yours”).

Your privacy is very important to us and we are committed to maintaining your trust. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate, process, manage, disclose and make use of your personal data.

Your continued use of the Site after any changes to this Privacy Policy, whether or not reviewed by you, shall constitute your consent and acceptance of the terms. If you do not agree to the terms of this Privacy Policy, please do not access or use the Site.

1. Collection, Use and Disclosure of Personal Data

1.1 “Personal Data” is data that can be used to identify a natural person. We may collect the following personal data from you for our core business purposes, including but not limited to:

- (a) **Your Profile / Account Information.** We collect your name, mobile number and your email address when you register with us. You may also provide us with your contact number, residential address, age range, sacramental records, billing information, images, profile and preferences on registration and in the course of your use of the Site;
- (b) **Voluntarily Provided Information.** We collect voluntarily provided information to us, such as when you register with us, post or share any content on the Site, apply for courses, seminars or trainings, in the course of our services, activities or events or during pastoral care;
- (c) **Photo, Audio and Video Recordings.** We collect photos and/or audio or video recordings which you upload or submit to the Site. Official photography and audio and video recording may also be taken by us or our affiliates at any of our services, activities or events;
- (d) **Device and Connection Information.** We collect device-specific information when you download, install, access or use the Site. This includes information such as the hardware model, operating system information, browser information, IP address, mobile network information including phone number and device identifiers;
- (e) **Usage and Log Information.** We collect service-related, diagnostic, cookie information and performance information when you use the Site. This includes information about your activity (such as how you use the Site, how you interact with other users using the Site, etc), log files, and diagnostic, crash and performance logs and reports;
- (f) **Your location.** We may collect your GPS location when you are using the Site;
- (g) **Your Messages.** When you message other users on the Site, we may retain your messages (including your chats, photos, videos, voice messages and files) on our servers in the ordinary course of providing the Site to you. To improve performance and deliver messages more efficiently, we may retain such content on our servers for a longer period of time;

- (h) **Site Support and Feedback.** We collect copies of your messages and how to contact you to provide Site support when you contact us with queries or provide feedback to us on your use of the Site;
- (i) **Transactional Information.** If you pay to us, we may receive information and confirmations, such as payment receipts, including from the Site stores or other third parties processing your payment;
- (j) **Information Other Parties Provide About You.** We may receive information that other people provide to us, which may include information about you;
- (k) **Third-Party Providers.** We work with third-party providers to help us operate, provide, improve, understand, customise, support and market the Site. These providers may provide us with information about you in certain circumstances; and
- (l) **Third-Party Services.** We allow you to use the Site in connection with third-party services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

1.2 We may collect, use, disclose, retain, process or transfer your personal data for the following purposes, including but not limited to:

- (a) setting up your registered user account and profile on the Site;
- (b) for managing and organizing Trinity's services, events and activities, including of those conducted by Trinity's affiliates or partners;
- (c) to allow us to interact with you via social media platforms;
- (d) to provide and improve our operations of the Site, including informing you of any change or updates in our Site;
- (e) for data aggregation and statistical analytics (i.e. monitoring usage and activity trends) and to perform market, demographic or trend analysis/survey for research and marketing purposes;
- (f) for internal and external communications and publications;
- (g) for targeted online marketing;
- (h) for accounting, billing and verification purposes;
- (i) to evaluate, assess and process applications, instructions or requests from you;
- (j) to communicate with you including providing you with news, publications, events and updates on the Site;
- (k) to respond to any feedback, queries or requests;
- (l) to address or investigate any complains, claims or disputes;
- (m) handling any issues which have come to our attention;
- (n) to facilitate investigations into or to take action regarding any suspicious or illegal activity on the Site;
- (o) for disaster recovery and back-up;
- (p) for administrative and management purposes;

- (q) maintaining transactional history and audit of donations, payments and offerings made to Trinity;
- (r) where required by any act, statute, law, or regulation, rules, directives, or by the order of a government authority or a court or tribunal of competent jurisdiction;
- (s) any purposes exempted under the applicable laws;
- (t) such other purposes as consented to by you;
- (u) any other purpose reasonably related to the aforesaid.

(collectively, "**Purposes**")

- 1.3 Please note that official photography, audio recordings and video recordings may be taken and used by Trinity for internal and external purposes, in print and digital media including the sale of messages. You agree that Trinity shall have the right to publicize all and any of such photos, audio or video recordings, and shall have all rights (including copyright and the right to reproduce and broadcast) to all photography, audio recordings and video recordings taken and any transcripts thereof made by Trinity, and that, unless otherwise notified by you in writing, you consent to any reproduction and/or broadcast of such photography, audio recordings, video recordings and transcripts, including through any social media and other online or offline platforms, in print or digital media or otherwise, at the sole discretion of Trinity without further reference or compensation to you.
- 1.4 Other than your name and email address, all other information provided by you is provided at your sole discretion, and you have the option to make such information public. Please do not post or add personal or sensitive data to your public profile that you would not want to be publicly available.
- 1.5 Notwithstanding anything to the contrary, we may generate aggregated and statistical data derived from your use of the Site and/or from your information, including, without limitation, aggregated or anonymized data, the number of records, the number and types of transactions, configurations, and reports processed ("**Aggregated Data**"). By using the Site and storing data on the Site, you agree that we may have access to your data for the purpose of generating Aggregated Data. Such Aggregated Data shall not include any personally identifiable information.

You acknowledge and agree that we own:-

- (a) the Aggregated Data; and
- (b) the processed data that results from any data analysis and processing by us or our affiliates ("**Processed Data**").

Nothing herein shall be construed as prohibiting us from utilizing or disclosing the Aggregated Data and/or Processed Data for purposes of operating our business, provided that our use of Aggregated Data and/or Processed Data will not reveal the identity, whether directly or indirectly, of any individual. In no event shall the Aggregated Data and/or Processed Data include any personally identifiable information.

You further acknowledge and agree that, as part of our Site operations, we may from time to time provide on the Site with product or service advertisements from us or our affiliates or partners based on the Aggregated Data and/or Processed Data collected or processed by us.

- 1.6 We can also share your personal data as part of a sale, merger or change in control, or in preparation for any of these events. Any other entity which acquires or merge us will have the right to continue to use your data, but only in the manner set out in this Privacy Policy unless you agree otherwise.

- 1.7 We may transfer, store, process and/or deal with your personal data outside of Singapore. In doing so, we will comply with the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”) and other applicable data privacy protection and privacy laws.

2. **Disclosure of Personal Data**

- 2.1 We may disclose your personal data to our staff, volunteers, partners, third party service providers (such as lawyers or auditors), agents, contractors and affiliates in Singapore or elsewhere, for the Purposes, to maintain and facilitate the functionalities and features of the Site, or to protect the security or integrity of this Site and our databases. We will use commercially reasonable efforts to ensure that such partners do not use your personal data for a purpose other than the purposes for which the personal data were originally given.
- 2.2 We will also use our reasonable endeavour to ensure that your Personal Data disclosed to any of the above parties is kept confidential and secure. Nevertheless, we do not warrant or take responsibility of any misuse undertaken by such parties which are beyond our control.

3. **Collection, Use and Disclosure of Third Party’s Personal Data**

The User Content (defined below) that you may provide, upload, submit, collect, store, send or receive on or through the Site can be your personal data or the personal data of others protected by laws. You agree and undertake to fully respect the privacy of all other persons of whom you have access to or received personal data, and shall obtain due consent for the collection, use and disclosure of such person’s information in compliance with the applicable data privacy laws. You shall not collect, duplicate, store, disseminate, spread or misuse any other persons’ information or data without permission. You shall be wholly responsible for the collection, use and disclosure of any information relating to any persons.

4. **Changing Your Information**

You may review and change your information in your account settings. We will not be responsible for any modification of your information specified in your account.

5. **Retention of Your Information**

- 5.1 Your personal data will be retained by us for the duration of your use or subscription of the Site and for such time thereafter so that we may re-activate your account with us and/or for the Purposes. Your personal data will be retained and removed in accordance with our internal data retention policy.
- 5.2 You acknowledge and agree that your personal data may be uploaded, posted, collected or stored to / in the Site by other users and that such personal data may be required to be retained by us for the purpose of providing the Services to such other users. Trinity shall not be responsible or liable to you for the collection, use, disclosure, retention or deletion of such information in the Site.
- 5.3 If you decide to withdraw your consent to us to use your personal data for all or any of the Purposes, we will take reasonable actions to follow your request to remove all or part of the content, personal data and other information that you provide, post, upload, submit, collect, store, send or receive on or through the Site (“**User Content**”) (which for the avoidance of doubt excludes any aggregated or anonymized data and any content and materials located on this Site, including the information, images, videos as well as any software programs available on or through the Site (collectively “**Site Content**”) and any User Content that has been shared with third parties) from our system within thirty (30) working days of our receipt of your written request, unless the applicable laws permit or require our retention of such User Content. Please note that your withdrawal of consent for our use of your personal data for all or any of the Purposes may result in us not being able to facilitate or fulfil your request or participation in certain features or functionalities provided by our Site and/or events, activities or services organised by Trinity or its affiliates.

6. **Children**

Our Site is not designed or intended to appeal to minors and we do not knowingly attempt to solicit or receive any information from children. However, if a child under the age of thirteen (13) has provided us with any personal data, the parent or guardian of such child should contact us immediately at connect@trinity.sg so we can delete such information from our system.

7. **Accuracy of Your Personal Data**

7.1 You represent, warrant and undertake to us that all personal data you have provided to us or stored in the Site is true, accurate, up-to-date, and not misleading.

7.2 Trinity will take reasonable efforts to ensure that all personal data collected by us or on behalf of us is accurate and true.

7.3 You agree and acknowledge that all representations and warranties given by you are personal statements and assurances on which we and any other third party receiving information posted by you on the Site will rely on.

8. **Confidentiality**

Save where expressly provided herein, we will not to reveal to any person, firm or company any which may come to our knowledge hereunder and shall keep with complete secrecy the personal data provided by you and shall not use or attempt to use any such personal data in any manner without your permission. These restrictions shall cease to apply to information or knowledge which may come into the public domain other than as a result of any act or breach of this Privacy Policy by us.

9. **Security of Your Personal Data**

9.1 Where appropriate, we use available technology to protect the security of communications made through the Site. However, as no data transmission over the Internet can be guaranteed to be completely secure, we cannot guarantee the security of any information you transmit to us, and you transmit such information at your own risk. We do not accept liability for the security, authenticity, integrity or confidentiality of any transaction and other communications made through the Site.

9.2 Internet communications may be susceptible to interference or interception by third parties. Despite our best efforts, we make no warranties that the Site is free of viruses or other unauthorised software.

9.3 You should take appropriate steps to keep your information, software and equipment secure. This includes choosing your password carefully and keeping your password and computer or mobile device secure by signing out after using the Site.

10. **Third Party Sites**

10.1 The Site may contain hyper-links to websites, web pages and/or apps which are not produced or maintained by us. We make no representation and are not responsible for the Content of those sites and shall not be liable for any damages or loss arising from access to those sites. Any content, services, representations made on such sites are solely the responsibility of the operator of those sites and we assume no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked websites, web pages and/or apps are entirely at your own risk.

10.2 All hyper-links to other websites, web pages and/or app are provided as a convenience to you as a user of the Site. In no circumstances shall Trinity be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the sites to which the Site is linked.

11. **Cookies**

We use cookies, where a small data file is sent to your browser to store and track information regarding you when you enter our Site. The cookies are used to track information such as frequency of website visit and duration of visit and web pages visited. This is to allow us to understand our web traffic better, customise your surfing experience and pave way for our future site improvement. While the cookies can tell us when you enter our Site and which web pages you visit, they cannot read data off your hard disk.

12. **Web Beacons**

In limited circumstances we also may use web beacons to collect anonymous, non-personal information about your use of our Site, and your use of emails, special promotions or newsletters we send to you. Web beacons (also known as pixel tags) are tiny graphic image files imbedded in a web page or email that provide a presence on the web page or email and send back to its home server information from your browser. The information collected by web beacons allows us to statistically monitor how many people are using the Site, or opening our emails, and for what purposes.

13. **Contacts**

If you wish to revoke your consent to the collection, use and disclosure of your personal data, or you wish to correct your personal data or if you have any comments, concerns or questions about this Privacy Policy, our policies and practices, please contact our Data Protection Officer at connect@trinity.sg. We will respond to you within fourteen (14) working days.

14. **Applicable Law**

The terms in this Privacy Policy are governed by the laws of the Republic of Singapore.

15. **Modification**

The terms of this Privacy Policy may be amended from time to time to ensure that this policy is consistent with any developments to the way Trinity uses your personal data or any changes to the laws and regulations applicable to Trinity. We will make available the updated policy on this page. Your access or use of the Site after such changes have been posted will constitute your agreement to the modified Privacy Policy and all of the changes. All communications, transactions and dealings with us shall be subject to the latest version of this policy in force at the time.

16. **Terms of Use**

By accessing or using the Site, you are deemed to have also accepted our [General Terms of Use](#).

The last update to this Privacy Policy was posted on June 18, 2020.