

Privacy Policy

This privacy policy sets out the basis on which ALT Capital Ltd (Registration number 76094427) and its group of companies around the world (collectively known as "ALTCAP"), may collect, use, disclose, or otherwise process personal data relating to you in accordance with the Personal Data Protection Act (PDPA). This Policy applies to personal data in the possession or under the control of ALTCAP, including any organization that ALTCAP may engage to collect, use, disclose or process personal data for the purposes of ALTCAP.

We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the International Privacy Principles in the markets we operate. Please read our Policy below carefully.

Personal Data

1. Personal data defined under the PDPA refers to:
 1. Data about an individual who can be identified from that data, or
 2. From that data and other information to which the organization has or is likely to have access.
2. "Customer Personal Data" means any personal data which you disclose to ALTCAP. If you are an individual user of the services and/or products of ALTCAP, personal data that we may collect includes your:
 1. Name (including any alias used by you);
 2. Gender;
 3. Date of birth;
 4. Nationality;
 5. Country of residence;
 6. Identification number (including passport number);
 7. Tax residency;
 8. Proof of identity;
 9. Proof of residence;
 10. Employment information;
 11. Financial information;
 12. Transaction information;

13. Proof of source of funds.

3. If you are a corporate user of the services and/or products of ALTCAP, Customer Personal Data which we may collect from your directors, shareholders, beneficial owners, employees and any other individual authorized to act on your behalf (each known as a "Data Subject") includes such information as listed in paragraph 2 above in relation to each Data Subject.
4. Our services are not directed to persons under 18 and we do not knowingly collect Personal Data from anyone under 18. If we become aware that a child under 18 has provided us with Personal Data, we will delete that information as quickly as possible. If you are the parent or guardian of a child and you believe they have provided us with Personal Data without your consent, then please contact us immediately.

Collection, Use and Disclosure of Personal Data

1. Customer Personal Data will be collected and used by the ALTCAP for any one or more of the following purposes:
 1. to assess and evaluate your eligibility for registering an account with ALTCAP;
 2. to manage the relationship between you and ALTCAP;
 3. to enable ALTCAP to perform its obligations under or in connection with the provision of services and/or products to you;
 4. to maintain legal and regulatory compliance in the jurisdictions in which ALTCAP operates;
 5. to enforce the terms and conditions of any agreement between you and ALTCAP (including this Policy);
 6. to enable ALTCAP to improve its services and/or products and marketing and customer relationships;
 7. to send you updates on the services and/or products of ALTCAP, benefits, promotions, and other such promotional material from time to time at the email address and/or contact number provided by you to ALTCAP;
 8. where required under any applicable laws;
 9. where required under any order of court from a court of competent jurisdiction;
 10. for such purposes to which you have given your consent in writing (collectively the "Purposes")

2. Unless otherwise permitted or required under the PDPA or any other applicable laws, ALTCAP generally collects Customer Personal Data in the course of or in connection with the registration of an account and/or sub-account(s) with ALTCAP and only after you have:
 1. been notified of the Purposes; and
 2. provided ALTCAP with your written consent to the collection, use and disclosure of Customer Personal Data for the Purposes.
3. You acknowledge and agree that any Customer Personal Data provided to us (whether electronically or otherwise):
 1. is done knowingly and voluntarily by you;
 2. is complete, true and accurate in all respects; and
 3. does not omit anything that affects or is likely to affect the meaning or significance of such personal data in any respect.
4. In order to ensure that Customer Personal Data is complete, true and accurate in all respects, you acknowledge and agree that it is your sole responsibility to update ALTCAP within a reasonable time if there are any changes to such Customer Personal Data by informing the data protection officer of the ALTCAP in writing or via email at the contact details provided below in this Policy.
5. In the event that you provide personal data relating to any individual (whether such an individual is a Data Subject or otherwise), you undertake that you have obtained consent from such individual concerned for the disclosure of such personal data relating to them to ALTCAP and for ALTCAP to collect, use and disclose such personal data for the Purposes.
6. ALTCAP reserves the right to request for proof of notification and consent for the disclosure of personal data by an individual under paragraph 5 above.
7. You agree that ALTCAP may disclose Customer Personal Data to:
 1. any governmental agency or regulatory authority of any jurisdiction properly exercising its powers;
 2. professional advisers of the ALTCAP;
 3. parties providing services and/or products to ALTCAP (including information technology services, know-your-client and anti-money laundering compliance services providers);
 4. relevant group of companies around the world related to ALTCAP;

5. entities that ALTCAP is in discussions with for a merger or an acquisition of the ALTCAP by such other entities;
 6. entities that acquire the assets of ALTCAP pursuant to any applicable law;
 7. entities pursuant to any order of court from a court of competent jurisdiction
8. You acknowledge and agree that ALTCAP may continue to use and disclose Customer Personal Data for a reasonable period following the termination of the relationship between you and ALTCAP for any one or more of the following purposes
1. to allow ALTCAP to fulfil its outstanding obligations to you under any agreement between you and ALTCAP, if any;
 2. to allow ALTCAP to enforce its rights under any agreement between you and ALTCAP, if any;
 3. For such purposes to which you have given your consent in writing;
 4. where required under any applicable laws;
 5. where required under any order of court from a court of competent jurisdiction.

Cookies

1. A cookie is a small file placed in your web browser that collects information about your web browsing behavior. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.
2. Our website uses cookies to analyze website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third-party services such as Google Adwords and Facebook Adverts. These ads may appear on this website or other websites you visit.

Information from Third-Party Sources

1. From time to time, ALTCAP may obtain information about you and/or your Data Subject(s) from third-party sources as required or permitted by applicable laws, including from:
 1. public databases;
 2. credit bureaus;

3. ID verification partners; and
 4. social media platforms.
2. ID verification partners may use a combination of government records and publicly available information about you to verify your identity, including the following information relating to you:
 1. name;
 2. address;
 3. employment information;
 4. public employment profile (where applicable);
 5. credit history; and
 6. status on sanctions lists maintained by public authorities (where applicable)
3. ALTCAP obtains such information from third-party sources to comply with its legal obligations, including applicable anti-money laundering laws and to ensure that the services and/or products of ALTCAP are not used fraudulently or for other illicit activities.

Retention of Customer Personal Data

1. Subject to any applicable laws, ALTCAP may retain Customer Personal Data for as long as it is necessary to fulfill the Purposes or in accordance with paragraph 8 under "Collection, Use and Disclosure of Personal Data" section above (as the case may be).
2. ALTCAP shall cease to retain Customer Personal Data or otherwise remove the means by which such Customer Personal Data can be associated with Data Subjects as soon as, in the opinion of ALTCAP, it is reasonable to assume that such retention no longer services the purposes for which the Customer Personal Data was collected and is no longer necessary for the Purposes.

Protection of Customer Personal Data

1. To safeguard Customer Personal Data from unauthorized access, collection, use, disclosure, copying, modification, disposal, or similar risks, ALTCAP has introduced appropriate administrative, physical, and technical measures (including up-to-date antivirus protection, encryption, and use of privacy filters) to secure all storage and transmission of Customer Personal Data by ALTCAP.
2. Any disclosure of Customer Personal Data (whether internally or otherwise) will only be carried out on a need-to-know basis.

3. You acknowledge and agree that no method of transmission over the internet or method of electronic storage is completely secure and ALTCAP makes no representation and/or warranty (whether express or implied) that there will be no unauthorized:
 1. access to the Customer Personal Data;
 2. copying of the Customer Personal Data; and/or
 3. disposal of the Customer Personal Data.
4. You agree that, save for any willful default or fraud on the part of ALTCAP or its directors, officers, employees, representatives, and/or agents (each a "Relevant Person"), no Relevant Person shall be liable to you for any losses, liabilities, damages, costs and/or expenses (including any direct, indirect, incidental, special, consequential, or punitive damages or economic loss or any claims for loss of profits or loss of use) arising from or in connection with this Policy.

Access and Correction of Customer Personal Data

1. You may make any one or more of the following requests in writing or via email to our data protection officer at the contact details provided below:
 1. an access request for access to a copy of the Customer Personal Data or information on the ways in which we use or disclose the Customer Personal Data;
2. Please note that depending on the request that is being made, ALTCAP may only need to provide you with access to the Customer Personal Data contained in the documents requested, and not to the entire documents themselves, in which case it may be appropriate for ALTCAP to instead provide you with a confirmation of the Customer Personal Data that our organization has on record if the record of the Customer Personal Data forms a negligible part of the document.
3. Where ALTCAP is unable to comply with any request under paragraph 1 and 2 of the section above, ALTCAP shall inform you of the reason(s) for being unable to do so.

Links to other websites

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

Transfer of Customer Personal Data outside of Singapore

1. In the event that ALT CAP and/or its services providers store, transfer, or otherwise process Customer Personal Data outside of Singapore, ALT CAP shall take steps to ensure that the Customer Personal Data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.
2. In the event that you provide personal data relating to any individual (whether such an individual is a Data Subject or otherwise), you undertake that you have obtained the consent from such individual concerned for the transfer of personal data relating to such individual outside of Singapore.
3. ALT CAP reserves the right to request for proof of notification and consent for the disclosure of personal data by an individual under paragraph 2 of the section above.

Consent and Withdrawal of Consent

1. In providing any Customer Personal Data, you acknowledge and agree that you have read, understood and agreed to this Policy and consent to the use, disclosure, and/or processing of the Customer Personal Data for the Purposes ("Consent").
2. Your Consent shall remain valid until such time as withdrawn by you in writing or subjected to the relevant paragraphs located under the section on "**Retention of Customer Personal Data**" above, following the termination of the relationship between you and ALT CAP.
3. You may withdraw your Consent (whether in part or in whole) at any time in writing or via email to the data protection officer of ALT CAP at the details below ("Withdrawal Request").
4. Upon receipt of a Withdrawal Request, ALT CAP will inform you of the likely consequences of withdrawing your Consent (whether in part or in whole) and ALT CAP will cease collecting, using, or disclosing Customer Personal Data save in accordance with this Policy.

Data Protection Officer

1. You may contact the data protection officer of ALT CAP for any enquiries or feedback or as stated in this Policy as follows:
 1. Name: Data Protection Officer
 2. Email Address: compliance@altcapitalfund.com

Changes to Policy

1. This Policy applies in conjunction with any other notices, contractual clauses, and consent clauses that apply in relation to the collection, use, and disclosure of Customer Personal Data by ALTCAP.
2. ALTCAP may revise this Policy from time to time without any prior notice and you acknowledge and agree that it is your sole responsibility to keep up to date with any revisions to this Policy.
3. Your continued use of any service and/or product provided by ALTCAP shall constitute your acknowledgement and acceptance of any revisions to this Policy.