

PRIVACY POLICY

This External Privacy Policy (the “Policy”) applies to the collection, use and disclosure of Personal Data (hereinafter defined) of its clients/customers by ERA Realty Network Pte Ltd (“ERA” or “the Organisation”).

1 GENERAL

1.1 This Policy provides information on the obligations and policies of ERA in respect of an individual customer’s Personal Data. ERA undertakes to use reasonable efforts in applying, where practicable, those principles and the processes set out herein to its operations. Please take a moment to read this Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data. 1.2 ERA’s officers, management and members of staff shall use reasonable endeavours to respect the confidentiality of and keep safe all Personal Data collected, stored, disclosed and used for, or on behalf of, ERA. ERA shall use reasonable endeavours to ensure all collection, storage, disclosure and usage of Personal Data by ERA and by anyone acting on its behalf shall be done in an appropriate manner and in accordance to the Personal Data Protection Act and this Policy.

1.3 By interacting with us, submitting information to us, or engaging in real estate services offered by us, you agree and consent to ERA as well as to its respective representatives, salespersons and agents (collectively referred to herein as “ERA”, “us”, “we” or “our”) collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to ERA’s authorised service providers and relevant third parties in the manner set forth in this Policy.

1.4 This Policy supplements but does not supersede nor replace any other consents you may have previously provided to us in respect of your Personal Data, and your consents herein are additional to any rights which we may have at law to collect, use or disclose your Personal Data.

1.5 For the purposes of this Policy, in line with the provisions under the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) (the “Act”), “Personal Data” shall mean data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which an organisation has or is likely to have access. Such Personal Data shall also refer to that which is already in the possession of ERA or that which shall be collected by ERA in the future.

2 CONTACTING THE DATA PROTECTION OFFICER

2.1 Where you: (i) legitimately request access to Personal Data relating to you which is in the possession and control of ERA; (ii) have any questions or feedback relating to your Personal Data or this Policy; or (iii) wish to correct Personal Data relating to you which is in the possession and control of ERA, you may contact our Data Protection Officer (“DPO”) in accordance with our standard procedures as stated hereinafter. We shall accede to your request within a reasonable time and manner.

2.2 In accordance with the Personal Data Protection Act, ERA has established a process for receiving and responding to any query or complaint that may arise with respect to the application of this Act. To ensure that ERA receives your complaints and enquiries, please send the same via email to the DPO at the following email address: dpo@era.com.sg

2.3 Please note that if your Personal Data has been provided to us by a third party (e.g. through a referral), you should contact that individual to make such queries, complaints and access and correction requests to ERA on your behalf.

2.4 Should you not wish ERA to use your Personal Data for any of the purposes listed in Paragraphs 3.2 to 3.4, or not to receive promotional materials from ERA, you may opt out by sending a clearly worded email to the DPO via the email address provided in Paragraph 2.2 above. Your request shall be processed within a reasonable time. However, please note that in such an event we may not be in a position to continue to provide our services to you, administer any contractual relationship in place, and this may also result in the termination of any agreements with us, and your being in breach of your contractual obligations or undertakings, and our legal rights and remedies in such event are expressly reserved.

3 STATEMENT OF PRACTICES

TYPES OF PERSONAL DATA COLLECTED

3.1 As part of its day-to-day activities, ERA may collect from you Personal Data through various means, including: when you leave your contact details with us after attending our marketing events such as roadshows and seminars; when you visit our showflats or



open houses and leave behind your contact details or express an interest to preview a unit; when you wish to book a unit at our new property launch; when you interact with our salespersons or agents, e.g. via telephone calls, letters, face-to-face meetings or email; when you respond to some of our marketing collaterals e.g. advertisements, brochures, flyers; when you request that we contact you, be included in an email or other mailing list; when you are contacted by, and respond to, our marketing representatives and agents; when you engage our salespersons or agents to help source for or transact the sale or purchase of a property (private or HDB); when you engage our salespersons or agents to look for and transact a rental property (private or HDB); when you submit a job application; when we receive references from business partners and third parties, for example, where you have been referred by them; and when you submit your Personal Data to us for any other reasons. 3.2 The type of Personal Data that we collect from you may include but is not limited to the following:

- NRIC/FIN/Passport Number
- Name
- Address
- Gender
- Race
- Date of Birth/Age
- Phone Number
- Email Address
- Occupation
- Household members
- Household/Personal Income
- Photo
- Tax returns
- CPF information
- Bank/HDB statements in respect of outstanding mortgage loans
- Employment pass/Work permit Marriage certificates

Note that some of the Personal Data we collect may be required by the HDB to check your eligibility to purchase a HDB flat or executive condo.

3.3 If you provide us with any Personal Data relating to a third party (e.g. information of your spouse, children, parents), by submitting such information to us, you represent to us that you have obtained the consent of the third party to you providing us with their Personal Data for the respective purposes.

PURPOSE OF COLLECTION OF PERSONAL DATA

3.4 The Personal Data mentioned in Paragraph 3.2 above is collected for the purposes of:

- Providing our service to you as your real estate broker in the sale, purchase or lease of a property Keeping clients informed of new property launches, other properties which may be of interest, or existing property for sale or rent;
- Following up on client's expression of interest to purchase or rent a property;
- Assisting you in the process of booking a unit at a new property launch
- Checking with HDB or government agencies on client's eligibility to purchase a new HDB flat or executive condo;
- Performing valuation of property (using anonymised data); and
- Conducting market research and analysis (using anonymised data)
- Invoicing purposes
- Complying with legal requirements under the Estate Agent Act 2010 to maintain transaction data Responding to a complainant on a complaint made

3.5 In addition, ERA collects your Personal Data if you submit an application to us as a candidate for an employment or for a real estate salesperson's or agent's position:

- Processing your application including pre-recruitment checks, such as in relation to your qualifications and work experience;
- Providing or obtaining employee references and for background screening/vetting;
- Collecting information about your suitability for the position applied for;
- Communicating with you as required by ERA to comply with its policies and processes, including for business continuity purposes; or
- Any other purposes relating to the aforesaid.



DISCLOSURE OF PERSONAL DATA

3.6 Without derogating from any of the above, we may also disclose your Personal Data to the following third parties:

- Partners
- Developers
- Co-brokers
- Insurers (for group insurance)
- Law enforcement officials
- Government agencies (HDB, CPF)
- Regulating body (Council for Estate Agencies)
- Lawyers
- Auditors
- Third party service providers and consultants
- Any real estate salesperson acting on ERA's behalf for the provision of ERA's services.

3.7 ERA may also disclose your Personal Data to the abovementioned parties in the occurrence of any of the following events:

- To the extent that we are required to do so by law;
- In connection with any legal proceedings or prospective legal proceedings;
- To establish, exercise or defend our legal rights;
- To third parties who provide services to us or on our behalf;
- With your consent; or
- For the purposes of disaster recovery.

3.8 Under certain circumstances, telephone calls made to us on our service hotlines and/or inquiry telephone numbers are recorded for the purposes of quality control, appraisal, as well as staff management and development. In such an event, by agreeing to this Policy, you hereby give your clear and unambiguous consent for the collection, use and disclosure of such Personal Data in accordance with this Policy.

4 TRANSFER OF PERSONAL DATA OVERSEAS

4.1 Your Personal Data may be processed by ERA, its partners, salespersons, agents and third parties providing services to ERA, in jurisdictions outside of Singapore. In this event ERA will comply with the data protection provisions of the Personal Data Protection Act in respect of the transferred personal data while such personal data remains in its possession or under its control; and will ensure that the recipient of your personal data is bound by legally enforceable obligations to provide your personal data a standard of protection that is comparable to that under the PDPA.

5 ACCURACY OF PERSONAL DATA

5.1 Where possible, we will validate your Personal Data provided using generally accepted practices and guidelines. This includes the use of checksum verification on some numeric fields such as NRIC number. In some instances, ERA is able to validate the Personal Data provided against pre-existing data held by us. In some cases, ERA is required to see original documentation before we may use the Personal Data such as with Personal Identifiers and/or proof of address. To assist in ensuring the accuracy of your Personal Data in our possession, so as to allow ERA to remain in compliance with the Personal Data Protection Act, you are required to inform us of any updates of any parts of your Personal Data by sending a clearly worded email to the DPO at the email address provided at Paragraph 2.2.

5.2 ERA shall not be liable for any damage, claim and/or harm suffered by you as a result of your failure to update us of any change of your Personal Data.

5.3 Should you fail to inform us of your new home address, any correspondence sent by us to your last home address shall be deemed to have been duly received by you.

6 PROTECTION OF PERSONAL DATA

6.1 ERA uses commercially reasonable physical, managerial and technical safeguards to preserve the integrity and security of your Personal Data and will not knowingly allow access to this data to anyone outside ERA, other than to you or as described in this Policy. However, we cannot ensure or warrant the security of any information you transmit to us and you do so entirely at your own



risk. In particular, ERA does not warrant that such information may not be accessed, altered, collected, copied, destroyed, disposed of, disclosed or modified by breach of any of ERA's physical, technical or managerial safeguards.

7 ACCESS AND CORRECTION OF PERSONAL DATA

7.1 In accordance with Paragraph 2.1 of this Policy, you have the right to:

(a) check whether ERA holds any Personal Data relating to you and, if so, obtain copies of such data and information about the ways in which your Personal Data have been or may have been used or disclosed by

ERA within the past year; and

(b) require ERA to correct any Personal Data relating to you which is inaccurate for the purpose for which it is being used.

7.2 ERA reserves the right to charge a reasonable administrative fee in order to meet your requests under Paragraph 7.1(a). Upon payment of the requisite fee, your request shall be processed within a reasonable time.

7.3 If you wish to verify the details you have submitted to ERA or if you wish to check on the manner in which ERA uses and processes your Personal Data, our security procedures mean that we may request proof of identity before we reveal information.

This proof of identity will take the form of full details of name and NRIC/FIN/Passport number. You must therefore keep this information safe as you will be responsible for any action which ERA takes in response to a request from someone using your personal details.

7.4 ERA shall respond to an access or correction request within 30 days from the time the request is made. If ERA is unable to respond within 30 days, ERA will inform you in writing within that time frame, of the time by which it will be able to respond to the request.

8 STORAGE AND RETENTION OF PERSONAL DATA

8.1 ERA will delete, as reasonably possible, or otherwise anonymise any Personal Data in the event that the Personal Data is not required for any reasonable business or legal purposes of ERA and where the Personal Data is deleted from ERA's electronic, manual or other filing systems in accordance with our internal procedures and/or other agreements.

9 CONTACTING YOU

9.1 To the extent that any of the communication means which you have provided us with (which may include your telephone number and fax number) is/will be listed on the Do Not Call Registry (the "DNC"), by agreeing to this Policy, by any means of indication, you hereby grant ERA your clear and unambiguous consent to contact you using all of your communication means you have provided to us including using voice calls, SMS, Whatsapp, MMS, fax or other similar communications applications or methods, for the purposes as stated in Paragraphs 3.4 and 3.5.

10 CHANGE OF POLICY

10.1 ERA reserves the right to alter any of the clauses contained herein in compliance with local legislation and/or to meet international policy requirements, and for any other purpose deemed reasonably necessary by us. You should look at these terms regularly. If you do not agree to the modified terms, you should inform us as soon as possible of the terms to which you do not consent. Pending such notice, if there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

11 GOVERNING LAW

11.1 This Policy is governed by and shall be construed in accordance with the laws of Singapore. You hereby submit to the non-exclusive jurisdiction of the Singapore courts.

12 MISCELLANEOUS

12.1 This Policy only applies to the collection and use of Personal Data by ERA. It does not cover third party sites to which we provide links, even if such sites are co-branded with our logo. ERA does not share your Personal Data with third party websites. ERA



is not responsible for the privacy and conduct practices of these third party websites, so you should read their own privacy policies before disclosure of any Personal Data to these websites.

12.2 ERA will not sell your personal information to any third party without your permission, but we cannot be responsible or held liable for the actions of third party sites which you may have linked or been directed to ERA's website.

You may contact the Data Protection Officer at dpo@era.com.sg if you have any questions on DNC and/or data protection matters.

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