

LuxLexicon Privacy Policy

1. Overview

- 1.1 We love our community at Luxury Lexicon Pte Ltd (“**LuxLexicon**” or “**we**” or “**us**” or “**our**”), a Carousell Group company. It is extremely important to us that you not only have a pleasant experience buying and selling on LuxLexicon, but also that you feel comfortable and safe while doing so.
- 1.2 LuxLexicon is committed to protecting your privacy and the security of your personal data. This policy (“**Privacy Policy**”) supplements LuxLexicon’s Terms of Use and sets out the ways in which LuxLexicon collect, use, disclose, process, and protect your personal data (as defined below) when you visit our offline stores and online stores through any other websites, social media pages or applications (“**Site**”) owned and operated by LuxLexicon brands or products that direct the viewer or user to this Privacy Policy and in the course of your use of the services provided by LuxLexicon, whether through the Site or otherwise (“**Services**”). For example, when you browse the www.luxlexicon.com website, and the sites and/or links located on the Instagram pages @luxlexicon and @luxcollate .
- 1.3 By accessing and/or using the Site or Services, you acknowledge you have read LuxLexicon’s Terms of Use and this Privacy Policy, and that you expressly agree to the Terms of Use and expressly consent to LuxLexicon’s collection, use, disclosure, and processing of your personal data in accordance with this Privacy Policy. If you do not agree to the Terms of Use and/or do not consent to such collection, use, disclosure and processing of your personal data, please do not access or use the Site and/or Services.
- 1.4 By providing personal data to LuxLexicon, you consent (or if you are providing personal data of another person, you represent that you have the requisite authorisation and consent on that person’s behalf) to LuxLexicon collecting that personal data and using, disclosing and processing it in accordance with this Privacy Policy or as permitted or required by law. If you do not consent to such collection, use, disclosure or processing, please do not provide the personal data.
- 1.5 We reserve the right to amend this Privacy Policy at any time in accordance with the relevant laws and regulations.
- 1.6 Except where otherwise specified, all capitalised terms in this Privacy Policy shall have the same meaning as they have in the Terms, available via our Site.

2. Data Collection and Use

- 2.1 LuxLexicon collects and uses your personal data to provide you with the Site and Services, and to customise and improve the Services to make your experience more secure and convenient. LuxLexicon only collects personal data about you that LuxLexicon considers reasonably necessary for achieving these purposes.
- 2.2 LuxLexicon may collect the following information from you, which include, but are not limited to:
- 2.2.1** Your contact details. Your name, email address, telephone number and postal address;
- 2.2.2** Your Identifying information. Your identification number and document (NRIC / FIN / Passport), date of birth, gender, nationality, occupation;
- 2.2.3** Your payment information. Your credit card, bank account details and other payment information;

- 2.2.4 *Your account data and electronic identification data.* Your LuxLexicon account (if you have registered for an account with LuxLexicon) and other electronic identification data (such as IP address, IP domain, location) and the data you add to your LuxLexicon account (such as your password, your date of birth, your age, your gender, and other information you may share with LuxLexicon);
- 2.2.5 *Information relating to your use of the Site and Services.* Your viewed pages, your clicked links, your viewed content, your membership benefits, your membership redemptions, and your liked content;
- 2.2.6 *Your purchases.* Data from your purchases at our stores, on the Site, such as purchase date, purchase amount, purchased product, payment method, payout option, delivery method, and any information you may provide regarding your purchases;;
- 2.2.7 *Your reviews and communication information.* Product reviews, Site reviews, feedback, experiences, testimonials, preferences and interests that you share with LuxLexicon online or through LuxLexicon's social media, including any requests or complaints you may have submitted together with any data that LuxLexicon receive via emails, online, or through LuxLexicon's social media; and
- 2.2.8 *Other information.* Any personal data as LuxLexicon may deem essential or appropriate from time to time to provide the Site or Services to you.

2.3 We may collect personal data from you when:

- 2.3.1 you register an account with us ("**Account**");
- 2.3.2 you visit the Site or any of our offline stores;
- 2.3.3 you use the features and functions available on the Services, for example by selling or buying your luxury products, dropping off your luxury products at any of LuxLexicon's offline stores, subscribing to LuxLexicon's mailing list for updates, marketing, or product notifications;
- 2.3.4 you contact LuxLexicon, for example, by submitting a query, to report a problem, to lodge a complaint, or provide LuxLexicon feedback or review, whether by using our Whatsapp chat feature via the Site, other electronic means or otherwise;
- 2.3.5 you register or opt-in for a survey, reward programme, campaign, contest;
- 2.3.6 you interact with LuxLexicon offline or through an external third party; and
- 2.3.7 you voluntarily submit your personal data to LuxLexicon for any reason or purposes as may be notified to you.

You are under no obligation to provide the information to LuxLexicon. However, if you choose to withhold the information or to revoke permission for us to receive the information, we may be unable to provide certain aspects of the Services to you.

2.4 We may use the information collected and received from you for the following purposes including but are not limited to, the following:

- 2.4.1 to provide the Services requested by you;
- 2.4.2 to verify your identity, confirm the creation of your Account, update LuxLexicon's records and generally maintain your Account with LuxLexicon;
- 2.4.3 to record, monitor, facilitate, and fulfil sales transactions, consignments, payment, shipping and/or delivery;

- 2.4.4** for credit assessments and background checks;
 - 2.4.5** for communication and administrative purposes (for example by confirming or providing updates or notifications in relation to any of your transactions with LuxLexicon). Such communication may be via email or by text messages (including messaging platforms such as WhatsApp) or any other platforms as may be notified to you;
 - 2.4.6** for customer service and maintenance (for example to process, respond to, or resolve any complaints, disputes, or query arising from any transactions with LuxLexicon);
 - 2.4.7** to fulfil any legal requirements and relevant regulatory guidelines;
 - 2.4.8** to provide you a more tailored online advertising experience. LuxLexicon has in place, tools and services that are used to present you with advertisements that are more likely to be interesting and relevant to you. Delivering relevant ads that are tailored to users' interests is known as "interest based advertising" (sometimes also referred to as "behavioural advertising"). For more information on interest-based advertising, including to understand what opting-out means and your opt out choices for your devices, including computer browsers and mobile browsers and devices, please see the Section 6 "LuxLexicon Opt-Out" below;
 - 2.4.9** to provide you a customised experiences and personalisation when you are in and around our stores;
 - 2.4.10** to analyse and understand our customers' behaviour and preferences;
 - 2.4.11** to carry out polls, surveys, analysis and research on how the Services are being used and how we can improve them;
 - 2.4.12** if you consent and sign up to do so, for marketing purposes, and to inform you of certain promotions which may be of interest to you. You can choose to unsubscribe for these marketing communications via the link in the email received by you;
 - 2.4.13** perform functions or services as otherwise notified to you at the time of collection such as to publish and/or use our marketing purposes, your feedbacks and stories;
 - 2.4.14** to develop, operate, improve, deliver and maintain the Services; and
 - 2.4.15** to comply with applicable licensing regulations, Anti-Money Laundering and Countering the Financing of Terrorism regulations and other applicable laws and regulations.
- 2.5 If you have requested for any services which can only be fulfilled upon the collection, use, disclosure or processing of your personal data, you will be deemed to have consented to such collection, use, disclosure or processing.
- 2.6 We may collect, use, disclose or process your personal data without your consent under circumstances which are permitted by applicable laws on personal data protection (including, but not limited to the Personal Data Protection Act 2012 of Singapore) and any other applicable laws.
- 3. Sharing with and Disclosure to Third Parties**
- 3.1 Certain services require your personal data to be disclosed to third parties. However, LuxLexicon will only disclose your personal data to third parties to the extent that it is necessary to enable LuxLexicon to provide goods or services to you, or for purposes to which you have consented.
- 3.2 We may disclose your personal data to third parties for the following purposes, including but not limited to:

- 3.2.1** performing certain aspects of the Services provided to you, such as processing and fulfilling transaction requests, including to facilitate payment processing, storage, collection, shipping and delivery, receiving and sending communications, updating marketing lists, analysing data, providing support services or in other tasks;
 - 3.2.2** making insurance claims;
 - 3.2.3** protecting, proving or enforcing our legal rights;
 - 3.2.4** if required to do so by law or if we believe such action is necessary in investigating, preventing or taking action regarding suspected or actual illegal activities or to assist government enforcement agencies or regulatory authorities;
 - 3.2.5** where required for any legal proceedings; and
 - 3.2.6** conducting due diligence and investigations, such as background checks, product authentication and checking for fraud.
- 3.3 LuxLexicon may disclose your personal data to the third parties which may include but are not limited to:
 - 3.3.1** our related and associated companies and affiliates entities, for the purposes of performing certain aspects of our Services and for the purposes as set out in this Privacy Policy;
 - 3.3.2** our third party service providers (including insurance companies, storage companies, point-of-sale or inventory management services providers, logistic service providers, data centre and cloud service providers, service providers which host, maintain, or manage the Site and/or data from the Site, and other technology service providers) to enable us to provide Services to you;
 - 3.3.3** business partners who provide or redeem promotions, rewards, and incentives you may receive via the Site or in relation to the Services;
 - 3.3.4** marketing agencies where you have consented to receive marketing materials from;
 - 3.3.5** banks, credit, debit and charge card companies, and any other entities processing payment instructions given by you or for your benefit;
 - 3.3.6** legal advisors, consultants, auditors, and any other agents or subcontractors acting on LuxLexicon's behalf; and/or
 - 3.3.7** government or regulatory authorities, whether within or outside of Singapore, to the extent required in the normal course and scope of LuxLexicon's business in the provision of the Site and Services, the courts where required in the course of legal proceedings, and where required by applicable law, statute, regulation or by-law, regulatory or governmental order or court order.
- 3.4 We will make all reasonable efforts to ensure that no unnecessary disclosure of personal data to third parties takes place.
- 3.5 Though LuxLexicon strongly encourages all third parties who LuxLexicon works with to comply with the personal data protection requirements under the PDPA and/or other relevant laws, LuxLexicon cannot be responsible for and hereby excludes all liability for any third party's non-compliance with the PDPA and other relevant laws.

- 3.6 Our Site may, from time to time, contain links to and from the websites of third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that LuxLexicon does not accept any responsibility or liability for these policies, or any acts or omissions of such third parties. Please check these policies before you submit any information to these websites.

4. Protecting your information

- 4.1 The security of your information is important to us. LuxLexicon puts in place reasonable security arrangements and technical safeguards to protect your privacy and personal data, in such manner and to such extent as LuxLexicon deems reasonably appropriate to prevent loss, theft and unauthorised access, collection, use, disclosure, processing, copying, modification, disposal or similar risks. Such safeguards include but are not limited to the use of secure socket layer technology (SSL). However, there is no such thing as "perfect security" and while we strive to use commercially acceptable means to protect your information, LuxLexicon does not guarantee absolute security in any way.
- 4.2 LuxLexicon does not represent or warrant that there will not be, and hereby disclaims any responsibility or liability directly or indirectly arising out of or in connection with, any loss, theft, or unauthorised access, collection, use, disclosure, processing, copying, modification, disposal or similar actions with regard to any data held or maintained by LuxLexicon.

5. Tracking Technologies

- 5.1 We use tracking technologies on our Services. These enable us to understand how you use the Services which, in turn, helps us to improve the Services. However, tracking technologies do not access, receive or collection information which can be used to identify you. Below are some examples of the tracking technologies used on the Services:
- 5.2 Cookies. A cookie is a small data file sent from a website to your browser that is stored on your device. Cookies are used for a number of purposes, including to display the most appropriate content based on your interests and activity on the Services, estimate and report the Service's total audience size and traffic, and conduct research to improve the Services. We may also partner with selected third-parties such as Google Analytics to allow tracking technologies and remarketing services on the Site through the use of first party cookies and third-party cookies for such purposes.
- 5.3 Pixels. We may from time to time use certain third party tools for ad optimisation. For example, [Facebook Business Tools](#) such as the [Facebook Pixel](#). This tool allows us to keep track of what users do after they see or click on a Facebook advertisement and enables us to monitor the effectiveness of Facebook ads for purposes of statistics and market research. We will be able to better understand and deliver ads and make them more relevant to you. The collected data remains anonymous and we cannot see the personal data of any individual user.

However, the collected data is saved and processed by Facebook. Facebook may be able to connect the data with your Facebook account and use the data for their own advertising purposes and in accordance with Facebook's [Data Use Policy](#). Facebook has ultimate control of the information gathered through the Facebook Business Tools and communications. You can opt-out of Facebook's use of cookies and Facebook Pixels through settings on your Facebook account.

- 5.4 If you engage in activities or transactions on the Site which cannot take place without cookies that collect, use, disclose or process personal data, you are deemed to have consented to such collection, use, disclosure or processing if you had voluntarily provided the personal data for that activity or transaction, and it is reasonable that you would do so.

6. LuxLexicon Opt-Out

We may deliver personalised and/or targeted advertisements (each, a “**Targeted Ad**”) to you in the course of your use of our Services and/or through a variety of advertising networks and exchanges.

You may opt out of behavioural tracking and/or interest-based advertising through our Site by sending an email to dpo@thecarousel.com. Your changes to such opt-out setting may take 48 hours to become effective. Your indication at the subject header would assist us in attending to your email speedily by passing it on to the relevant staff in our organisation. For example, you could insert the subject header as "LuxLexicon Opt Out".

Please note that if you choose to “opt out”, we will not use information we have collected about you to deliver Targeted Ads, but it does not opt you out of seeing advertisements. You will still see generic, non-targeted advertisements which are served without the use of any information we have collected about you. You may still be served advertisements for other reasons, such as:

- General advertisements served to all users of our Site.
- Personalised and/or targeted advertisements from other third parties and not delivered by LuxLexicon through your mobile and/or web activities.

Please also note that even though LuxLexicon does not share your personal data (other than hashed or device identifiers, to the extent they are personal data in some countries) with any advertising networks and exchanges without your consent or unless as specified in this Privacy Policy, when you view or interact with an advertisement via any of your devices, an advertiser or advertising network or exchanges can infer that you are within their target audience; or when you click on an advertisement, the publisher and/or advertiser will know you visited the page that you clicked on and may still be able to associate personal data collected by such third parties directly from you through their cookies and similar tracking technologies.

7. Transfer of Personal Data Overseas

By using the Services, you authorise LuxLexicon to use your information in Singapore, the United States and other countries where LuxLexicon operates for the purposes mentioned above.

We will ensure that your personal data is transferred in accordance with this Privacy Policy and protected in accordance with applicable laws on personal data protection (including but not limited to, the Personal Data Protection Act 2012 of Singapore).

If you are a user located in Australia, the following information will apply to you:

- your information will no longer be governed by Australian law;
- you will not be able to seek redress under Australian law; and
- foreign laws will govern the handling of information collected and received in the course of your use of our Services and also govern the collection, use and disclosure of your information.

8. Accessing and Updating your Data

8.1 If you wish to:

8.1.1 access, update or otherwise change or remove any personal data that you provide for LuxLexicon’s use;

8.1.2 you would like to understand how LuxLexicon has used or disclosed your personal data; or

8.1.3 withdraw consent you previously provided to us to use, collect or disclose the information we hold about you,

please contact our Data Protection Officer using the contact details set out at the end of this Privacy Policy for assistance. However, if you remove any personal data which is necessary for LuxLexicon to provide you with the Site or Services, LuxLexicon's provision of the Site or Services to you may become impossible, impeded or deficient. Please note that the above right to access, update, change or remove does not apply to any data which is not personal data.

8.2 Where you provide personal information about yourself to us, you are responsible for providing accurate, not misleading, complete and up-to-date information about yourself and any other person whose personal information you provide us, and to update this personal information as and when it becomes inaccurate, misleading, incomplete or out-of-date.

8.3 In certain circumstances, you may need to provide to us personal information about someone other than yourself. If so, we rely on you to inform these individuals that you are providing their personal information to LuxLexicon, to make sure they consent to you giving us their information and to advise them about where they can find a copy of this Privacy Policy.

8.4 Please allow LuxLexicon a reasonable period of time to respond to any request and effect any change. We may ask to verify your identity and for more information about your request. Where we are legally permitted to do so, we may refuse your request and may give you reasons for doing so.

8.5 Where you have requested for a copy of the information we hold about you, we may charge a reasonable administrative fee to cover the costs of responding to your request. If we decide to do so, We will provide you with a written estimate of such a fee beforehand.

9. Children's Privacy

We do not intend for our Sites or Services to be used by anyone under the age of 18. We do not knowingly collect, use, or disclose information of users below the age of 18. If you are a parent or guardian and believe we may have collected information about your child, please contact us immediately as described in the "Contact LuxLexicon" section of this Privacy Policy.

10. Changes to the Privacy Policy

LuxLexicon reserves the right to amend its prevailing Privacy Policy at any time and will post any such amendments on the Site or notify you of such amendments by email or by text messages (including messaging platforms such as WhatsApp). You are responsible for reviewing the changes we make to this Privacy Policy. Your continued use of the Site and Services constitutes your acceptance of the updated Privacy Policy.

11. Governing Law

This Privacy Policy is governed by and shall be construed in accordance with Singapore law. By accessing this Site or using the Services, and providing personal data or information requested, you agree to submit to the exclusive jurisdiction of the Singapore courts.

12. Conflict

Please kindly note that where this Privacy Policy has been translated to any other non-English language, in the event of any inconsistencies in the meaning of any provision of the English language text of this Privacy Policy, the English language text shall prevail.

13. Contact LuxLexicon

If you have further questions about this Privacy Policy or wish to contact LuxLexicon regarding LuxLexicon's privacy practices and policies, We welcome you to contact LuxLexicon's Data Protection Officer by sending an email to dpo@thecarousel.com. Your indication at the subject header would assist us in attending to your email speedily by passing it on to the relevant staff in our organisation. For example, you could insert the subject header as "Accessing Personal Data".

LuxLexicon does not: (a) offer goods or services to, or monitor the behaviour of, the United Kingdom and European Union data subjects; and (b) process and/or hold the personal data of data subjects residing in the United Kingdom and European Union.

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