

Website Terms of Use:

1. Acceptance of Terms:

- 1.1 Welcome to Brookes Spencer Consulting's website. By using our website and any services provided, you agree to the following terms and conditions. If you do not agree to these terms, please do not use our website.

- 1.2 These terms constitute a legally binding agreement between you and Machtild Brenholc Pte Ltd (UEN: 202302298D), trading as Brookes Spencer Consulting, a registered company in Singapore. By using our website, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these terms.

2. Cookies:

- 2.1 Our website uses cookies to store information about your preferences and to record session information. We may use cookies to personalize your experience on our website, to remember your preferences, and to compile aggregate data about site traffic and site interactions.

- 2.2 By using our website, you consent to our use of cookies in accordance with our Privacy Policy. If you do not wish to accept cookies, you may disable them in your browser settings. Please note that disabling cookies may limit your access to certain features of our website.

3. Acceptable Use Policy:

- 3.1 You agree not to use our website for any unlawful purpose or in any way that violates these terms of use. Prohibited uses include, but are not limited to:
 - Transmit, distribute, store or destroy content
 - Using any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology for any unlawful purpose, including the unlawful access to, acquisition of, control over, copying or monitoring of the Website.
 - Attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising the Website.
 - Copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website; and
 - Attempting to access any area of the Website to which access is not authorised.
 - Sending unsolicited email, including promotions and/or advertising of products or services

3.2 Brookes Spencer reserves the right to terminate your use of our website or take any other appropriate legal action if we believe that you have violated these terms of use or engaged in any prohibited activity.

4. International Use and Compliance:

4.1 Brookes Spencer Consulting operates this website from Singapore. If you access our website from outside Singapore, you are responsible for complying with all applicable laws in your jurisdiction, including but not limited to, any local laws regarding online conduct and acceptable content.

5. Modification of Site:

5.1 Brookes Spencer Consulting reserves the right to modify, change, add to, terminate, or suspend any part or all of the site at any time, without notice or liability. We may also update these Terms of Use from time to time, and your continued use of the site after any such updates will constitute your acceptance of the updated Terms of Use.

6. Privacy:

6.1 Brookes Spencer Consulting values your privacy and is committed to protecting your personal information. Please refer to our Privacy Policy for information on how we collect, use, and protect your information. By using our website, you agree to our collection, use, and disclosure of your information as described in the Privacy Policy.

7. Rights and Ownership:

7.1 Brookes Spencer Consulting owns all intellectual property rights to the content on our website, including but not limited to, text, graphics, logos, images, audio clips, digital downloads, data compilations, and software. Visitors to the site may not use any of this content without our prior written permission. Any unauthorized use of our content may result in legal action.

8. Termination and Modification:

8.1 We reserve the right to modify, change, add to, terminate, or suspend any part or all of the website at any time, even without providing notice. We may also terminate or suspend access to the website or a user's account at any time, without notice and at our sole discretion, for any reason, including but not limited to a breach of the Terms of Use. Upon termination, all provisions of the Terms of Use that by their nature should survive termination shall remain in full force and effect.

9. Accuracy of Information:

- 9.1 We make every effort to ensure the accuracy of the information presented on this website. However, we do not guarantee that the information is complete, accurate, or up-to-date.

10. Links to Third-Party Websites:

- 10.1 This website may contain links to third-party websites. Brookes Spencer Consulting is not responsible for the content or reliability of any third-party websites linked to this website and you are obliged to familiarise yourself with the terms and conditions and privacy policies of those websites.
- 10.2 Should you share our Website or content on any social media website such as Facebook, Twitter and LinkedIn, your activity may be visible to third parties depending on your privacy settings chosen by you on the applicable social media websites.
- 10.3 For the avoidance of doubt, this Terms only applies to our Websites and we are not responsible for the use by such third parties of your Data.

11. Limitation of Liability:

- 11.1 Brookes Spencer Consulting shall not be liable for any damages arising out of or in connection with the use or inability to use this website or the information provided on it.

Data Protection Policy:

This Data Protection Policy (“Policy”) sets out the basis which Machtild Brenholc Pte Ltd (UEN: 202302298D), trading as Brookes Spencer Consulting, a registered company in Singapore (“we”, “us”, or “our”) may collect, use, disclose, or otherwise process personal data of our clients, job applicants/candidate and partners in accordance with International privacy laws for data protection. This policy applies to personal data in our possession or under our control, including personal data in the possession of organizations which we have engaged to collect, use, disclose, or process personal data for our services of providing global consulting services as well as Executive Search services.

We are committed to ensuring that your personal data is protected and handled in accordance with the International Privacy Laws for Data Protection and other relevant data protection regulations in Singapore, South Africa, and the United States.

1. Application of Policy:

1.1 This Policy applies to all persons who have submitted a resume to our database and/or applied for any job position with us (“job applicant/candidate”), all other persons whom we engage for our services (“potential and existing clients and partners”).

2. Collection of Personal Information/Data:

2.1 Personal data refers to data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which the organisation has or is likely to have access.

We may collect personal information from you when you use our website or our services.

We generally do not collect your personal data unless it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “authorised representative”).

2.2 If you are a “job applicant/candidate”, this may include, without limitation, your:

- name or alias, gender, date of birth, nationality, and country and city of birth;
- mailing address, telephone numbers, email address and other contact details;
- resume, educational qualifications, professional qualifications and certifications and
- employment references;
- employment and training history;
- work-related health issues and disabilities;

- photographs; and
- any additional information necessary provided to us by you to provide our services.

2.3 If you are a “potential and/or existing client” and “partner”, this may include, without limitation, your:

- Name or alias, gender, date of birth, nationality, and country;
- Business name, credit rating, registration number, business mailing address, telephone numbers, email address and other contact details;
- All persons in decision-making roles and/or responsible for hiring within the organization’s designation, name or alias, and other contact details;
- All details about the job scope requirements, timeline, hiring process and policies, employment contracts, terms and conditions and any other information necessary provided to us by you to provide our services.

3. Use of Personal Information:

3.1 We may use your personal information for the purposes of providing our services, communicating with you, and improving our services. We may also use your personal information for marketing purposes, but only with your explicit consent.

3.2 Assessing and evaluating your suitability for employment (“job applicants/candidates”) in any potential recruitment opportunities; and verifying your identity and the accuracy of your personal details and other information provided.

4. Disclosure of Personal Information:

4.1 We will not disclose your personal information to any third party, except as required by law or with your consent, which may include, but not limited to:

- where such disclosure is required for performing obligations in the course of or in connection with our provision of the job application requested by you;
- to third-party service providers, agents and other organisations we have engaged to perform any of the functions.

4.2 The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

5. Security of Personal Information:

- 5.1 We take reasonable steps to protect your personal information from unauthorized access, use, or disclosure.
- 5.2 To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate measures such as up-to-date antivirus and firewall protection to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our authorised third-party service providers and agents only on a need-to-know basis.
- 5.3 No method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

6. Retention and Withdrawal of Personal Information:

- 6.1 We may retain your personal information for as long as necessary to provide our services for which it was collected and to comply with legal obligations.
- 6.2 We will cease to retain your personal data or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

7. Your Rights to Withdrawal of Personal Data:

- 7.1 The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing via email. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing via email.
- 7.2 Upon receipt of your written request to withdraw your consent, we may require a reasonable time (depending on the complexity of the request) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) working days of receiving it.
- 7.3 Should you decide to cancel your withdrawal of consent, please inform us in writing via email.
- 7.4 Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

8. Access to and Correction of Personal Data

8.1 Access request to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data. We will respond to your access request as soon as reasonably possible. Should we not be able to respond to your access request within thirty (30) working days after receiving your request, we will inform you in writing via email within thirty (30) working days of the time by which we will be able to respond to your request. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.

8.2 Correction request to correct or update any of your personal data which we hold about you. We will respond to your correction request as soon as reasonably possible. Should we not be able to correct the correction request within thirty (30) working days after receiving your request, we will inform you in writing via email on the time by which we will be able to correct your correction request.

9. Accuracy of Data

9.1 We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing us in writing via email.

10. Transfer of Data outside of Singapore Headquarters

10.1 We will comply with the Data Protection Provisions in respect of the transferred personal data while your personal data remains in its possession or control under us. We will ensure that the personal data transfer is in accordance with data protection regulations and with comparable standards.

11. Effect of Policy and Changes to Policy

11.1 This Notice applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.

11.2 We may revise this Notice from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Notice was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.

12. Governing Law:

8.1 This Data Protection Policy shall be governed by and construed in accordance with the laws of Singapore, South Africa, and the United States.

13. Contact Information:

You may contact us if you have any questions or feedback on our personal data protection policies and procedures, or if you wish to make any request, please contact us at:

Email to: info@brookesspencer.com or

Write in: CEO at Machtild Brenholc Pte Ltd

531A UPPER CROSS STREET

#04-95

HONG LIM COMPLEX

SINGAPORE (051531)

Policy last updated on 23 March 2023