

Last updated: September 07, 2025

Applies to: Running Made Simple (the “Service”)

Owner / Controller: Daniel Ching Wei Quan

Registered Address: 1 Marymount Terrace, Boonview, S574036, Singapore

Primary Contact (Privacy): daniel@runningmadesimple.sg

Authorized Representative: Daniel Ching Wei Quan, Founder and Authorized Signatory

1) SCOPE AND WHO WE ARE

This Privacy Policy explains how **Running Made Simple** (“we”, “us”, “our”) collects, uses, shares, and protects personal data when you use the Service, including when you connect your **Garmin Connect** account to share activity, health, and training data through the Garmin Connect Developer Program. Where you enable them, this may include Activity, Health, Training, Courses, and Women’s Health data categories. We act as a data controller for data we collect directly and for Garmin data we import for our own purposes. If we provide the Service to an organization and process your data only on that organization’s instructions, we act as a data processor for that organization.

2) THE DATA WE COLLECT

2.1 Data you provide directly

Account and profile information such as name and email; password stored as a salted hashed value; profile image if you choose to provide one; settings and preferences; support communications and feedback; billing and payment data if applicable, processed by our PCI-compliant provider; and any other information you submit in forms or uploads.

2.2 Data received from Garmin Connect (only after your authorization)

Depending on the permissions you grant and device capabilities, we may receive:

Activities and training (for example, type, timestamps, GPS routes or locations, distance, duration, pace or speed, power, cadence, elevation, workout steps, training plans, courses, completion status).

All-day wellness and health (for example, steps, calories, heart rate, HRV where available, sleep stages and duration, stress, respiration, pulse oximetry, Body Battery, body composition, and blood pressure where supported).

Women's health data if you enable it.

Device and integration metadata (for example, device model, firmware identifiers, timestamps, integration status).

Important: we use OAuth authorization. We do not receive or store your Garmin username or password. Access tokens can be revoked at any time, as described in Section 6.

2.3 Data collected automatically from your use of the Service

Device and usage information such as IP address, device and browser or app version, operating system, crash logs, diagnostics, approximate location derived from IP at city or region level, and interaction events for security and analytics.

Cookies and local storage for authentication, session management, security protections, feature preferences, and where permitted, analytics. See Section 11.

3) PURPOSES AND LEGAL BASES FOR PROCESSING

Some Garmin data is special category data under privacy laws because it relates to health. Where required, we obtain your explicit consent before processing health data. We process data in order to provide and operate the Service you request, including importing, displaying, syncing, and exporting your activities, health metrics, plans, and insights. The legal basis is contract performance, and for health data your explicit consent. We also process data to provide coaching, training, and scheduling features you enable. The legal basis is contract performance, and for health data your explicit consent. We use de-identified or aggregated information wherever possible for analytics and product improvement, with legitimate interests as the legal basis and with health data only with your consent. We process data for customer support, security, fraud prevention, and misuse detection, based on legitimate interests, and where safety is implicated, vital interests, or where applicable, legal obligation. We process data for compliance with law, enforcement of terms, and tax and accounting, based on legal obligation and legitimate interests. You may withdraw consent at any time without affecting the lawfulness of processing carried out before withdrawal. See Sections 6 and 8.

4) AI TRANSPARENCY

If you enable AI-powered features, we may process the data you select, including health data where you consent, to generate summaries, trends, or recommendations you request. We do not use identifiable health data to train general models. If we ever wish to use your data to improve models beyond providing your requested features, we will seek a separate and explicit opt-in that you can withdraw at any time. By default, these features are **off**.

5) HOW WE SHARE DATA

We do not sell personal data. We share data only with service providers under contract for cloud hosting, databases, email delivery, logging, error tracking, customer support, and analytics, each bound by confidentiality, security, and data protection obligations. Where your account is provisioned by an organization, we may share data with that organization according to our contract and its policies. We may disclose data to comply with law or court orders, or to protect rights, property, or safety. If the business is reorganized or assets are transferred, your data may be transferred in accordance with this Policy and applicable law. We prohibit processors and partners from re-identifying de-identified data. A current list of subprocessors is available upon request at daniel@runningmadesimple.sg

6) YOUR CONTROLS AND CHOICES

You can connect Garmin to the Service using OAuth and disconnect at any time in our app under Settings then Integrations then Garmin then Disconnect, at which point we invalidate or delete stored tokens. You may also revoke our access within Garmin Connect under Settings then Connected Apps, by selecting our app and removing or revoking access. You can request a copy of your data and export it in a commonly used format such as JSON or CSV. You can request deletion of your account and associated data. Subject to legal holds or legitimate interests such as security logs, we delete or anonymize your data as described in Section 7. You can toggle which categories to import, opt in or out of marketing communications at any time, and manage cookies and analytics preferences as described in Section 11.

7) DATA RETENTION

For an active account, we retain data for as long as needed to provide the Service. After you disconnect Garmin, previously imported Garmin data is retained only if you choose to keep historical analytics. If you choose not to retain it, we delete or anonymize that data within **30 days**. On account deletion, we delete or anonymize personal data within **30 days**, unless a longer period is required by law or is necessary to establish, exercise, or defend legal claims. Routine backups are overwritten and purged on rolling cycles, typically within **35 to 90 days**. We may retain aggregated or de-identified data for analytics and service improvement.

8) YOUR RIGHTS

Depending on your location, you may have rights to access, rectify, erase, restrict processing, object to processing, and to data portability. You may withdraw consent for health data at any time. To exercise your rights, contact daniel@runningmadesimple.sg. We verify identity and respond within one month or within the timeframe required by applicable law. You have the right to lodge a complaint with a supervisory authority such as the Information Commissioner's Office in the United Kingdom or your local authority.

9) SECURITY

We apply technical and organizational measures appropriate to the risks of processing health and fitness data. These include encryption in transit and at rest for sensitive data stores, OAuth tokens with least-privilege scopes with no storage of Garmin credentials, role-based access controls with multi-factor authentication and audit logging, segregated environments and network controls with secrets management and key rotation, continuous monitoring with vulnerability management and incident response, and vendor due diligence with data processing agreements. If a data breach is likely to result in a high risk to your rights and freedoms, we will notify you and, where required, regulators, in accordance with applicable laws.

10) INTERNATIONAL DATA TRANSFERS

If your data is transferred outside your jurisdiction, for example from the United Kingdom or the European Union to another country, we use lawful transfer mechanisms such as the EU Standard Contractual Clauses, the UK International Data Transfer Addendum, or other approved safeguards. We conduct transfer impact assessments and apply supplementary measures where appropriate.

11) COOKIES AND TRACKING TECHNOLOGIES

We use strictly necessary cookies for authentication, session management, and security, functional cookies to remember preferences, and analytics cookies or similar technologies where permitted to understand usage and improve the Service. You can manage preferences through in-product cookie settings where available or through your browser settings. Disabling certain cookies may affect functionality.

12) CHILDREN'S PRIVACY

The Service is not intended for children under sixteen years old in the EU or the United Kingdom, or under thirteen years old in the United States. We do not knowingly collect personal data from these age groups. If you believe a child has provided data to us, contact daniel@runningmadesimple.sg and we will take appropriate action to delete such data.

13) THIRD-PARTY LINKS

The Service may include links or integrations with third-party sites or services. Their privacy practices are their own. You should review the privacy policies of any third-party services you use.

14) CHANGES TO THIS POLICY

We may update this Privacy Policy to reflect changes in technology, law, or our services. We will post the updated version with a new "Last updated" date and, where required, provide additional notice or request consent.

15) CONTACT US

For questions, requests, or complaints about this Privacy Policy or your personal data, contact:

Email: daniel@runningmadesimple.sg

Postal: 1 Marymount Terrace, Boonview, S574036, Singapore

APPENDIX A – CALIFORNIA PRIVACY NOTICE (CPRA)

We provide the following notice at or before the point of collection for California residents.

Categories of personal information we collect may include identifiers such as name, email, and device identifiers; customer records such as account details and support history; commercial information such as subscription status and transaction records processed by our payment provider; internet or network activity such as usage analytics and logs; geolocation data contained within activity files you choose to import; sensitive personal information including health information such as heart rate and HRV, collected and processed only with your explicit consent; and inferences such as insights and trends you request, for example sleep or training summaries. We use these categories for the purposes described in Section 3 and disclose them to service providers as described in Section 5. We do not sell personal information and we do not share personal information for cross-context behavioral advertising. Retention is as described in Section 7. California residents can request to know, access, delete, and correct personal information, and to limit use of sensitive personal information where applicable. Exercise these rights using the methods described in Section 8. We will not discriminate against you for exercising your privacy rights.

APPENDIX B – GARMIN INTEGRATION DETAILS (TRANSPARENCY)

Program and scope: Garmin Connect Developer Program, which may include Activity, Health, Training, Courses, and Women's Health data categories when you choose to enable them.

Authorization: OAuth. We do not store Garmin passwords. Access tokens can be revoked by you at any time in our app or in Garmin Connect's Connected Apps settings.

Typical data fields: see Section 2.2. Actual fields depend on your device, Garmin's data availability, and the specific permissions you grant.

Your choices: you can restrict which categories to import, disconnect Garmin at any time, and request deletion or export as described in Sections 6 through 8.

AI processing: optional and limited to features you enable. We do not use identifiable health data to train general models. Any broader model improvement would require a separate opt-in.

APPENDIX C – NOT MEDICAL ADVICE

The Service provides general fitness guidance only. It is not medical advice and does not diagnose, treat, cure, or prevent any disease. It is not intended for emergency use or for life-support situations. Do not rely on the Service for decisions that require professional medical judgment. Always consult a qualified health professional with questions about a medical condition or training program.