

# Terms of Use

## **1. Introduction**

- 1.1. These Terms of Use govern your use of the A.P.A App and the services offered therein, including to view, order, purchase and make payment. You agree to use the A.P.A App only for personal purposes and in accordance with these terms.
- 1.2. By accessing the A.P.A App, you represent that you are at least 18 years of age, or have obtained parental or guardian consent to enter into these Terms of Use. Further, you are deemed to have read, understood and unconditionally agree to comply with and be bound by the Terms of Use. If you do not accept all the Terms of Use, you are not authorized to use the A.P.A App. Please immediately exit all A.P.A App.
- 1.3. We may vary or revise these Terms of Use from time to time by posting the updated Terms of Use on the relevant A.P.A App. By continuing to access the A.P.A App after these variations or revisions, you are deemed have accepted the updated Terms of Use.
- 1.4. Some parts of the A.P.A App may have specific terms of use from time to time (e.g. competitions, contests and campaigns). By registering for and/or using these parts of the A.P.A App you agree to these specific terms. If there is any conflict between these terms and specific terms appearing on the said A.P.A App, the specific terms shall prevail.

## **2. Definitions and Interpretation**

### **2.1. Definitions**

In these Terms of Use:

“Business Day”	means any day other than a Saturday, Sunday or a day which is a public holiday in Kuala Lumpur;
“Product”	means any product listed on the A.P.A App which may be purchased by you, including but not limited to goods, services and other web or mobile application add-ons;
“Terms of Use”	means the terms and conditions contained herein and all other terms and policies as set out by Us within the A.P.A App and as may be updated from time to time;
“Us” or “We”	means Alpha Primus Anonymous Sdn Bhd (Company No. 1326423-P), a company incorporated in Malaysia with a registered address at Level 16, Menara KOMTAR, Johor Bahru City Centre, 80000, Johor Bahru, Johor; and

- “A.P.A App” means any of the Virtual Mall+ (VM+) mobile application owned by us; and
- “You” means any user of the A.P.A App, and “Your” shall be construed accordingly.

## 2.2. Interpretation

- (a) heading and sub-heading in these Terms of Use are for ease of reference only and shall not affect the interpretation or construction of these Terms of Use;
- (b) words imparting the singular shall include the plural and vice versa;
- (c) words imparting a gender shall include every gender; and
- (d) references to persons shall include an individual, company, corporation, firm or partnership.

## 3. Use of the A.P.A App

### 3.1. Account

- (a) You may need to register an account with Us to use certain services on the A.P.A App. In registering the account, you shall submit to us all required information. You shall ensure that such information is true, accurate and up to date. You shall promptly inform us of any changes to such information.
- (b) You shall not select, create or use an account with the name of another person with the intention of impersonating that person. You shall not use a name which is subject to any rights of another person without the appropriate authorisation.
- (c) You shall maintain the confidentiality and security of your account including username and password. We shall not be responsible for any losses arising out of the unauthorized use of your account. You shall be responsible for all activities conducted by or through your account.
- (d) You shall not create multiple accounts to misuse the A.P.A App.
- (e) We reserve the right to restrict or terminate your account and/or your rights to use the services available on the A.P.A App for any reason at our sole discretion, including any breach by you of this Terms of Use.

- (f) You shall ensure that you are legally allowed to purchase the Products you ordered through the A.P.A App. If you are under 18 years of age, you may only use the services in the A.P.A App, including placing an order, under close supervision and with the involvement of your parent or guardian.
- (g) We reserve the right to charge you for your use of the A.P.A App. Before doing so, we will notify you of the applicable charges. You will only be able to use the A.P.A App if you agree to the charges.

### 3.2. Content

- (a) You acknowledge and agree that you are responsible for all content you make available on the A.P.A App. You shall ensure that such content is legal, original, accurate and appropriate. You shall not (I) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the rights granted herein; (II) publish falsehoods or misrepresentations that could damage us or any third party; (III) submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (IV) post advertisements or solicitations of business, spam links, or which relates to chain mail, Ponzi or pyramid schemes.
- (b) You affirm, represent, and/or warrant that: (I) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by us and these Terms; (II) you have the written consent, release, and/or permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by us; and (III) such content shall not violate any term of these Terms of Use.
- (c) You grant us a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, adapt, create derivative works from, modify, publish, translate, distribute, perform and display any content that you make available, in any

media or medium and in any form, format or forum, including for promotional and marketing purposes.

- (d) We shall be under no obligation to maintain the confidence of such content. Further, we shall not be required to pay any compensation for the use of such content, and may use any name associated with the content to provide attribution.
- (e) Notwithstanding the foregoing, we reserve the right to block or remove communications, postings or materials at any time in our reasonable discretion, without prior notice to you.
- (f) We expressly exclude liability for any inaccuracies or errors in all content.
- (g) Content, including opinions and other statements expressed by users and third parties are theirs alone, not ours. Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed by us. You acknowledge that by providing you with the ability to view and distribute content through the A.P.A App, we are not undertaking any obligation or liability relating to the content. We and our affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to monitor the A.P.A App for inappropriate or unlawful content. We and our affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation.

### 3.3. Misuse

- (a) You shall not misuse or abuse the A.P.A App.
- (b) You shall not make available or transmit in or through the A.P.A App any virus, worm, Trojan horse, Easter egg, time bomb, spyware, malware or other computer code, file or program that is harmful, potentially harmful, invasive or intended to damage or hijack or hack into any aspect of the operation, or monitor the use of any hardware, software or equipment.
- (c) You shall not use the A.P.A App for any fraudulent, tortious, harmful or improper purposes.

- (d) You shall not violate any law, rule, regulation or these Terms of Use.
- (e) You shall not harvest or collect information about our users, systematically download and store any material or content on the A.P.A App.
- (f) You shall not corrupt data, cause annoyance to other users, infringe upon the rights of any other person's propriety rights (including any conduct which is libellous, in breach of anyone's privacy or which may harass, cause distress or inconvenience to any person, and the transmission of obscene or offensive content), send any unsolicited advertising or promotional material, or attempt to affect the performance or functionality of any computer facilities of or accessed throughout the A.P.A App. We reserve the right to screen, filter and/or monitor content for this purpose.
- (g) Any breach deemed by us as an offence under the Communications and Multimedia Act 1998 may result in a report being lodged with the relevant law enforcement authorities for appropriate legal actions to be taken against you.

#### **4. Sale on the A.P.A App**

##### **4.1. Products**

- (a) Products listed on the A.P.A App are made available by third parties. All listings are subject to change at any time without notice. However, the relevant merchant shall be responsible to fulfil all transactions concluded before such change.
- (b) We make no representations as to the completeness, accuracy, reliability and validity such listings (including but not limited to the descriptions, images, features, specifications and prices).
- (c) We do not guarantee the performance of any Product.
- (d) While we endeavour to accurately display the image of Products (as may be applicable), its actual color may differ depending on your monitor display.

##### **4.2. Placing an Order**

- (a) Nothing in these Terms of Use and the A.P.A App shall constitute any offer for sale by us. Products displayed for sale shall be deemed as invitation to treat.

- (b) To submit an order, you are required follow the online shopping process on the relevant A.P.A App. You may be required to accept and be bound by separate terms governing the transaction. By confirming your order at the end of the checkout process, you offer to purchase and agree to pay for the selected Products, as well as all applicable taxes and delivery charges, if any.
- (c) Upon placing your order, you will within forty-eight (48) hour receive an order confirmation by email setting out what you have ordered and whether your order has been accepted.
- (d) You order may be refused or cancelled any order for any reason whatsoever (including but not limited to pricing and availability errors), in which event we shall have no further obligation to you.
- (e) We have the right to suspend the processing of any transaction where we reasonably believe to be fraudulent, illegal or involves any criminal activity or where we reasonably believe to be in breach of any of these Terms of Use.
- (f) If your order is refused or cancelled after payment is completed, you will receive a full refund. [If your order is accepted, you will receive a notification that your order is in the process of delivery.]
- (g) If you make a mistake in your order, please reach out to the relevant merchant. Notwithstanding the aforesaid, we do not make any representation in respect of the processing of your request by the merchant.

#### 4.3. Payment

- (a) You shall pay for your order using the permitted payment methods listed at checkout. Further, you may pay for all or part of your order using a gift card, your store credit or voucher. In this respect, you shall key in the relevant codes of the gift card / voucher at the checkout page. We will not accept any physical presentation of gift cards or vouchers.
- (b) You represent and warrant that you have the right and/or are authorized to use the payment method selected by you. You shall provide true and accurate billing information at all times.
- (c) You may be requested to provide a pre-authorization for orders placed through credit or debit card, to ensure that your card details are still valid and that you have sufficient funds to complete the transaction. If requested, your order cannot be confirmed unless this pre-authorization check is completed.

- (d) Upon authorisation of payment, you confirm that you have the right to use the credit / debit card and, where applicable, that you are the legitimate holder of the gift card / voucher, and have sufficient funds or credit facilities to satisfy the price of your order.

## 5. **Delivery**

5.1. The relevant seller / merchant is responsible for the delivery of your order. To the fullest extent permitted by law, we shall not be liable for any losses, damages, costs, charges and expenses arising out of the delivery (including any late delivery) or non-delivery of your parcel, unless attributable to our wilful default of these Terms of Use.

5.2. [Without prejudice to Clause 5.1:

5.2.1. Delivery charges and time may vary depending on the location of the relevant Products prior to delivery, and your delivery address.

5.2.2. You acknowledge and understand that it may not be possible to deliver to some locations. If it is not possible to deliver your order to the delivery address you provided, you may be required to collect your order, or provide an alternative delivery address.

5.2.3. In the event of a failure of delivery due to your unreasonable failure or refusal to take or accept delivery within seven (7) days of the first attempt to deliver your order to you, we may, without prejudice to our other rights and entitlements:

5.2.3.1. charge you for any additional costs incurred by us and/or the relevant settle; and/or

5.2.3.2. cancel your order, and refund to you the price of your order less any applicable charges pursuant to Clause 5.2.3.1.]

## 6. **Cancellation**

You may cancel your order at any time before it is dispatched. If you wish to cancel your order, please do so using the cancel function in the A.P.A App.

## 7. **Refund / Exchange**

7.1. In the event of any fault, defect or damage in your order, you may within fourteen (14) days from the receipt of the Product request for a return

and refund through the A.P.A App. Your request will be processed within seven (7) days. We reserve the right to refuse or reject your request. If required by us, you shall provide the Product and/or proof of the purported fault, defect or damage. Upon receipt, we will examine the Product and as soon as practicable advise you on the replacement or refund of the Product (if any).

- 7.2. If your return request is accepted, the merchant shall bear the cost of such return. Please liaise with the merchant in respect of your return. For purposes of processing your refund, you are strictly required to upload the necessary shipping information in the A.P.A App, failing which we reserve the right to refuse any refund to you.

## **8. Vouchers / Gift Cards**

- 8.1. The risk of loss and title to any voucher or gift card applicable on the A.P.A App passes to you upon electronic transmission to the recipient or deliver to the carrier, whichever applicable.
- 8.2. Our vouchers and gift cards do not accrue any interest.
- 8.3. You may purchase out gift cards for yourself or for other users.
- 8.4. You shall not copy or sell any of the vouchers. The vouchers are not redeemable for cash.
- 8.5. We may impose limits and conditions on the use and applicability of the vouchers, including but not limited to minimum orders, specific users, range of Products, etc.
- 8.6. Vouchers can only be redeemed once and may not be applicable on discounted Products, or used in conjunction with other promotions. Brand exclusion may apply.
- 8.7. For every promotional campaign, you are only allowed to redeem the voucher issued for such promotional campaign once (even if there are more than one unique voucher code). Any order inconsistent with this term may be cancelled by us.
- 8.8. We may discontinue or change the vouchers without notice, and shall not be liable for any damages or losses arising therefrom.
- 8.9. If the value of the voucher exceeds the price of your order, you will not be entitled to the residual value. If any refund is applicable on the Product purchased with the voucher, you will not be refunded for the



value of the voucher. We will only refund the portion paid by you in cash.

## **9. Disclaimer and Limitation of Liabilities**

- 9.1. You agree that you assume full responsibility for your use of the A.P.A App, and your use of A.P.A App is at your sole risk.
- 9.2. We make no representations, warranties or guarantee of any kind, express or implied in respect of all content, materials, Products (including merchantability and fitness for any particular purpose), services and functionality (including as to the accuracy, timeliness, performance, completeness or suitability of the information and material for any particular purpose) made available to you on the A.P.A App, which are provided by Us on an “as is” and “as available” basis.
- 9.3. To the fullest extent permitted by law, you acknowledge and agree that we will not be liable to you or any other person under any circumstances or under any legal or equitable theory, whether in tort, contract, strict liability or otherwise, for any damages whatsoever arising from your use or inability to use the A.P.A App and Products, including but not limited to any direct, indirect, incidental, punitive, special or consequential damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, irrespective of whether such damages were foreseeable. This disclaimer applies to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defects, delay in operation or transmission, lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, computer failure or malfunction, computer viruses, file corruption, communication failure, network or system outage, theft destruction, unauthorized access to, alteration of, loss of use of any record or data, and any other tangible or intangible loss.
- 9.4. We do not warrant that the services, information, content, materials, Products or other services available on the A.P.A App or electronic communications sent from Us are free of viruses or other harmful components. You agree that any information you send or receive during your use of the A.P.A App may not be secure and may be intercepted or otherwise accessed by unauthorized parties. You agree that we are not responsible for any loss or damage to your property or data that results from any materials you access or download from the A.P.A App.
- 9.5. To the fullest extent provided by law, you acknowledge and agree that we will not be liable for any defamatory, offensive, or illegal conduct of any merchant, seller, retailer, shopper or user on the A.P.A App.

9.6. References on the VM+ Site to any names, marks, products or services of third parties, or links to third-party sites or information shall not be construed as any endorsement, sponsorship or recommendation by us.

9.7. We are not responsible for the availability, content and services of any third-party links including any third-party social media or mobile app platform or the acts or omissions relating to such site or platform. Your access and use of such third-party site or platform shall be at your own risk. These third-party sites may have their own terms and conditions of use which you may be required to comply with. Please read such terms and conditions of use, which may not be found on the A.P.A App, to ensure you are willing and able to comply with them.

## 10. **Indemnity**

10.1. You agree to indemnify, defend, hold us, our directors, officers, employees, consultants, agents and affiliates harmless from and against all liabilities, claims, damages, costs and expenses, including but not limited to legal fees arising from your use or misuse of the A.P.A App, or any breach by you of these Terms of Use.

10.2. We reserve the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with us if required by us in the defense and settlement of the matter.

## 11. **Privacy Notice**

By accessing and using th A.P.A App, you acknowledge our privacy notice and further agree to the terms therein. [Please click [here](#) to view our privacy notice.]

## 12. **Force Majeure**

12.1. We shall not be in breach any of our obligations if we are unable to perform or fulfil them due to any event not within our control, including but not limited to:

- (a) war or threat of war, hostilities, invasion, any act of terrorism;
- (b) natural catastrophe, including but not limited to widespread outbreak of disease, earthquakes, floods subsidence, lightning, exceptionally inclement weather;
- (c) failure of utility services or communications networks;

- (d) prolonged obstruction of roads, railways, shipping, aircraft, motor transport; and
- (e) riots and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances.

12.2. In the event the force majeure event lasts for longer than seven (7) days (calculated from the date the situation arises), we pay immediately terminate any contract in respect of any unfulfilled purchases by you by notifying you. We shall have no further obligation upon a refund of the price of the Product purchased by you.

### **13. Intellectual Property Rights**

13.1. The names, images and logos identifying us, VM+ and all our associated companies or third parties and any products and services are proprietary marks of these parties. Nothing in these Terms of Use shall be construed as conferring to you any licence or right under any intellectual property right of any of the above parties unless expressly stated otherwise.

13.2. All copyright, trademarks and other intellectual property rights in the A.P.A App (including the design, arrangement, and look and feel) and all material, software or content (including texts, images, graphics, audio, video, logo, page headers, button icons, scripts, material, and data) supplied as part of the A.P.A App, shall remain at all times our property or the property of our licensors and is protected by intellectual property law.

13.3. You shall not reproduce, modify, translate, adapt, create derivative works of, reverse engineer, decompile or disassemble, frame or mirror into any product or services, or make available to many third party any portion of the A.P.A App, or use any robot, spider, site search / retrieval application or other manual or automatic device to retrieve index, scrape, data mine or otherwise gather any materials. Any data and data compiled (including the collection, arrangement and assembly of data or materials) of the A.P.A App shall be our exclusive property.

13.4. You shall not use the A.P.A App or VM+ name, logo or brand, or any meta tags or other hidden text or metadata utilizing our trademark, logo, URL or product name without our consent and/or license, whether for commercial purposes or otherwise.

13.5. Materials which are licensed to you are not sold or transferred to you. No license, right, title or interest in the A.P.A App or its content or materials are transferred to you as a result of your use of the A.P.A App, including any accessing, viewing, downloading and printing.

13.6. If you are a copyright owner or agent thereof and believe that any of our content infringes upon your copyright, please contact us.

14. **Waiver**

No failure, omission or delay on our part in exercising any right, power, privilege or remedy accruing to us shall impair our right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default.

15. **Severability**

If any term in this Terms of Use is found to be void, illegal or unenforceable by the Court, the remainder of this Terms of Use shall remain in full force and effect.

16. **Assignment**

We may transfer our rights or obligations under this Terms of Use to another person in our sole discretion and without your consent.

17. **Relationship**

This Terms of Use is between you and us. No other person shall have any right to benefit from or enforce any of the terms of this Terms of Use even if that person has relied on the terms.

18. **Governing Law**

This Terms of Use is governed by Malaysian law and parties irrevocably submit to the exclusive jurisdiction of the Malaysian Courts.

19. **Marketing and Notifications**

We may send you notifications, advertisements and promotions. You may unsubscribe to our mailing list by contacting us at [*\*email\**].

20. **Contact Us**

You may contact us at [*\*email\**] or [*\*telephone number\**].

Last updated on [*\*date\**]

## **PERSONAL DATA PROTECTION ACT 2010**

### **Notice**

The Personal Data Protection Act 2010 ("PDPA") which regulates the processing of personal data in commercial transactions, applies to Alpha Primus Anonymous Sdn Bhd ("Company", "our", "us" or "we") as a data user. This written notice ("Notice") is issued to inform you how we may use and process your personal data. For the purposes of this written notice, the terms "personal data" and "processing" (including other related terms) shall have the same meaning as prescribed in the PDPA.

By providing your personal data to us, using our services and/or products including any software applications or demos made available by us or continuing access to our web application and/or any other website owned by us ("Sites"), you declare that you have read and understood this Notice and agree to us processing your personal data in accordance with this Notice.

You ought to be aware that failure to supply to us your personal data where relevant may result in us not being able to process and/or disclose your data for the purposes as provided below.

#### **1. Information collection**

Your personal data includes, where applicable:

- Personal details (name, photo, gender, age, date of birth, nationality, identification card number, and country of residence);
- Contact details (physical address, email address and phone numbers);
- Payment information (credit or debit card information, including the name of cardholder, card number, card issuing bank, card issuing country, card expiry date and banking account details);
- Technical information (IP address and mobile device);
- Social media details (Facebook, Twitter, Instagram, LinkedIn, etc);
- Other relevant information which we may require from you to consider your request and/or participation in any of our products and/or services; and
- Information from third parties and information in the public domain (government departments or agencies, public registries, credit reporting agencies, websites, publications, etc).

#### **2. Cookies**

Cookies are small files containing information which are downloaded to your device when you visit our Sites. We use cookies to recognise your preference information, keep track of your bookings and facilitate site administration. If you continue to browse our Website without changing your web browsers or device's

settings that control cookies, you agree to receive cookies when you use the services on our Sites.

Most web browsers automatically accept cookies, but, if you prefer, you may set your browser to prevent it from accepting cookies. The “help” portion of the toolbar on most browsers will tell you how to disable cookies.

It is important that you prevent unauthorised access to your password and your computer. You should always log out from your account after using a shared computer.

**[There are 4 types of cookies used on our Website:**

- **Functionality:** These cookies enable you to use our services. These cookies are essential to enable you to browse our services and use certain features. Disabling them may prevent you from using certain parts of the services. Without these cookies, services like login, booking and paying activity cannot be provided. These cookies also help keep our services safe and secure.
- **Preference:** These cookies store information such as your preferred country, language selection and website preferences. Without these cookies, our services may not be able to remember certain choices you’ve previously made or personalise your browsing experience by providing you with relevant information.
- **Analytics:** These cookies collect information about how you use our services such as which pages you visit regularly. These cookies are used to provide you high-quality experience by doing things such as tracking page load, site response times, and error messages.
- **Content/Advertising:** These cookies gather information about your use of our services so we may improve your experience and provide you with more relevant content and advertising. They remember that you've visited our services and help us understand usage of our services. Some of these cookies are from third parties that collect information about users of our services in order to provide advertising (on our services and elsewhere) based on users’ online activities (so-called "interest-based advertising") on our services and elsewhere online. The third parties involved in interest-based advertising collect internet browsing information (e.g. websites visited, time of visit) across different websites and over time, and they may use the information they collect on our services to provide you ads (from us and other companies) across the internet.]

**3. Use of information collected**

Your personal data may be used and processed for one or more of the following purposes:

- registering, managing and/or administering your use and/or access of the Site;
- managing, operating, administering and providing you the services offered on the Site;
- for contacting you on matters relating to your use and/or access of the Site and services on the Site, and any enquiries and/or requests submitted by you through the Site or otherwise to customize your experience when using the Site;
- measuring and improving customer experience and satisfaction;
- publishing customer reviews in digital and/or print format for public access;
- to enforce our Terms of Use;
- to resolve disputes or complaints, collect payment or fees, or troubleshoot problems;
- for the purposes otherwise notified to you at the point of collection;
- to identify your location;
- To market and promote products and/or services;
- To provide you with information about our products and/or services (including by way of SMS, phone call, email, fax, mail, social media or any other reasonable communication channels);
- To send you electronic announcements, seasonal greetings, invitations and newsletters;
- For our internal records;
- To identify you (including publishing your name and photograph) when you participate in any events / activities organized by us;
- For research, analysis and improvement, including conducting market research or surveys, internal marketing analysis, customer profiling activities, analysis of customer patterns and choices, planning and statistical and trend analysis in relation to our products and/or services;
- For internal investigations, audit or security purposes;
- For compliance with legal and regulatory obligations;
- To conduct credit reference checks and establish your credit worthiness where necessary;
- To perform our core operational services;
- To administer and respond to request, queries, complaints and legal issues;
- To facilitate your participation in and our administration of, any events, including meetings, seminars, conferences, talks, road shows, contest, promotions or campaigns; and/or
- For any other purpose that is incidental or in furtherance to the above purposes.

**4. Your personal data is collected from various sources, including information from yourself, third parties and the public domain. Your personal data may also be collected:**

- Through your usage of our services and/or its interactive tools and services;
- From certain applications and software made available by us, whether in the form of mobile application or otherwise, which you download and install, and which may receive and collect information transmitted from your computing device for the purpose of providing you with our products and/or services;
- Through cookies on our website, website analytics services and other tracking technology; and
- Through meetings, events, seminars, conferences, talks, road shows, and customer satisfaction surveys organised and/or sponsored by us.

**5. Sharing and Transferring Your Personal Data**

Your personal data may be disclosed to the following parties who, where relevant:

- Our group of companies (including holding company, subsidiaries, associated companies, and related companies as defined in the Companies Act 2016)
- Government agencies, local authorities, non-government agencies
- Our professional advisors (including legal firms and auditors), vendors, suppliers, agents, contractors, service providers (including data centres, storage facilities and records management service providers), training providers, business partners, insurance companies, banks and/or financial institutions, within or outside Malaysia
- Your immediate family members and/or emergency contact person as may be notified to us from time to time
- The general public when you become a winner in a contest, participate in our events, conferences, talks and seminars by publishing your name, photographs and other personal data without compensation for advertising or publicity purposes
- Any third party (and its adviser, representatives, service providers, supplier and agents) in connection with any proposed or actual reorganisation, merger, sale, consolidation, acquisition, joint venture, assignment, transfer, funding exercise, asset sale relating to any portion of the Company, website hosting, data analysis, marketing, processing credit card transactions, and service provision
- Any person under a duty of confidentiality to which has undertaken to keep your personal data confidential
- Such parties as may be required by law, court, regulator or legal process to disclose
- Such parties as may be permitted under the laws of Malaysia
- Our successor in title
- Any other person which we may deem necessary



Please note that we may disclose your Personal Data in the following situations:

- to bring or defend against any claims or suits;
- to comply with court orders, judicial processes, legitimate requests, warrants or equivalent by law enforcement officials or the authorities;
- to investigate fraud or other wrongdoing or as otherwise required or necessary in order to comply with any applicable law, or to protect our legitimate interests;
- to the purchasers in connection with any sale, assignment, or other transfer of all or part of our business or company;
- to enforce or apply the terms and conditions applicable to our products and services;
- to protect our rights, property or safety, other users of our Sites, or any other person in our discretion; and
- for any other situations which is allowed under law.

## **6. Security**

While we endeavour to implement technical, physical, electronic and/or procedural security measures to safeguard against the unauthorised or unlawful processing of, destruction or accidental loss of, damage or alteration to, and unauthorised disclosure of your personal data, and will make reasonable updates to our security measure from time to time, please be aware that the internet is not always secure medium. Communications over the internet such as emails are no secure unless encrypted. Your communications may be routed through a number of countries before being delivered. We cannot and do not accept responsibility for any unauthorised access or interception or loss of personal data that is beyond our reasonable control.

## **7. Data storage**

Our headquarters is located in Malaysia. However, we may transfer and store your personal data on our servers located overseas. Such transfers are necessary pursuant to our contract with you and/or our contract(s) with the relevant third parties. You understand and allow the said transfer of data outside of Malaysia. We will secure the storage in compliance with the security measures prescribed under the Personal Data Protection Act 2010 of Malaysia, its regulation and standards, in the following manners:

- register persons having access to the storage;
- control and limit access based on necessity;
- maintain proper record of access and transfer of personal data;

- ensure our employees observe confidentiality obligations;
- conduct awareness programmes to educate employees on responsibility to protect personal data;
- establish physical security procedures;
- bind third parties involved in processing of personal data; and
- do not use removable device and cloud computing service to transfer or store personal data without written consent from our senior management.

## **8. Your consent**

Where required by law, we will adopt an 'opt-in' policy to obtain your express written consent when collecting your Personal Information. You may be asked, for example, to sign a form or tick a box. We or third-party service providers engaged by us will obtain your consent to collect and use your personal data at the time of collection, subject to certain legally prescribed circumstances where your consent is not required.

Generally, in using the Website, you consent to the collection and use of your personal data by us in the ways described above (which may change from time to time) unless and until you inform us to the contrary. You may submit a request to withdraw your consent at any time by contacting us. If you have provided us personal data of third-party individuals in your travel party, you are required to obtain the individual's prior consent and you represent and warrant that you had or have their consent or are otherwise entitled to provide their personal data to us. By providing us personal data of third-party individual(s), you also warrant that the individual(s) is informed of and consents to the terms of this Notice.

In most instances, it is obligatory for you to provide us with your personal data in order to allow us to satisfy your request or provide you with the service that you have requested for.

However, we will provide you with an avenue to opt-out or unsubscribe from receiving marketing, communications, promotional offers, newsletters or any other communications from us.

## **9. Accuracy of Your Personal Information**

Unless informed otherwise by you, we assume that the information you provide us is accurate, complete, up-to-date and not misleading, and that you have obtained the necessary consent and authorization to disclose such information. To the extent that you have provided (or will provide) personal data about your family member, spouse, other dependents and/or other individuals, you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained

their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Notice. In respect of minors or individuals not legally competent to give consent, you confirm that you are the parent or guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Notice.

#### **10. Access to and Correction of Your Personal Information**

You have the right to request access to and request correction of your personal data, subject to payment of the fees prescribed in the First Schedule (Regulation 2) of Personal Data Protection (Fees) Regulations 2013. In accordance with the PDPA, we reserve the right to refuse to comply with your request for access or correction to your personal data for the reasons permitted under the law, in which case we will inform you of our refusal and the reason(s) thereto. You may also request clarification on our policies and practices in relation to personal data and to be informed of the kind of personal data held by us.

#### **11. Links to Other Sites**

Our Website contains links to other sites ("Third Party Sites"). Please be aware that we are not responsible for the privacy practices or content of those Third Party Sites. We encourage you to read the privacy statements of each site that collects information from you before submitting any personal information. Our Notice applies solely to information collected by us and does not apply to Third Party Sites.

#### **12. Contact information**

Subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data, you may contact us with any inquiries or complaints in respect of your personal data (including any request to limit the processing and use of your personal data, for example, to stop receiving marketing and promotional materials or be contacted for marketing purposes), through the following contact details:

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- 13.** We reserve the right to update and amend this Notice from time to time. We will notify you of any amendments via announcements on our website or other means as we may determine.

- 14.** In the event of any inconsistencies between the English and Bahasa Malaysia version of this Notice, the English version shall prevail over the Bahasa Malaysia version.