

Pconnex Membership Program

Privacy Policy and Data Protection

PCONNEX SDN BHD (Company No. 1175197-T) is committed to ensure that your personal data is protected in accordance to the **Personal Data Protection Act 2010** (“**the Act**”) which was enacted by the Government to regulate the processing of personal data. This Privacy Policy explains our policy on collecting, using and disclosing your Personal Data and the Personal Data which you provide us now or from time to time will be used and processed by us, in accordance with this Privacy Policy (as amended, varied, revised from time to time). In the event of any amendment, variation or revision, a copy of the new Privacy Policy will be sent to you by email or other methods which Pconnex Sdn Bhd deem suitable.

In this Privacy Policy, any reference to “**Pconnex**” shall mean Pconnex Sdn Bhd and shall include its subsidiaries, related and associated companies.

“**Personal Data**” shall have the meaning as ascribed to it in accordance to the Act.

“**Program**” shall mean the membership program that is provided via web and mobile app.

“**We**”, “**us**” or “**our**” shall mean Pconnex

1. Personal Data

1.1. Personal Data collected which are submitted to us shall include but shall not be limited to the following:

- 1.1.1. Name;
- 1.1.2. NRIC No; or passport
- 1.1.3. Gender;
- 1.1.4. Age;
- 1.1.5. Address;
- 1.1.6. Credit Card details; or debit card or bank account;
- 1.1.7. Telephone number; and
- 1.1.8. E-mail address.

1.2. The purpose of collecting and processing the Personal Data shall be as follows:

- 1.2.1. to enable communication;
- 1.2.2. for provision of services related to the Program;
- 1.2.3. to process any applications;
- 1.2.4. to monitor and improve services;

- 1.2.5. to comply with applicable laws and any related matters;
 - 1.2.6. for direct or indirect marketing purposes;
 - 1.2.7. other legitimate purposes as determined by Pconnex;
 - 1.2.8. for administrative purposes, including any billing or payments; and
 - 1.2.9. other ancillary matters related to the provision of services related to the Program.
- 1.3. Sensitive Personal Data as defined by the Act shall not be collected unless required by applicable laws. In the event you are not desirous of your Sensitive Personal Data to be collected by us, kindly do not submit such information. In the event that you choose to submit your Sensitive Personal Data, then such data will be deemed and treated as Personal Data which will be subject to the terms and conditions herein which shall including all aspects related to processing, usage and disclosure thereof.

2. Disclosure of Personal Data

- 2.1. In order to properly provide the services related to the Program, your Personal Data may be processed, used and disclosed to the following classes or third parties (hereinafter referred to as “**Third Party**”):
- 2.1.1. affiliated companies with Pconnex;
 - 2.1.2. third party service providers;
 - 2.1.3. debt collection agencies, credit reporting agencies or credit providers;
 - 2.1.4. any party in order to facilitate payments;
 - 2.1.5. any party which may be required by any provisions of the law; and
 - 2.1.6. our contractors, service providers, consultants, auditors, and advisors.
- 2.2. We shall not disclose your Personal Data without your permission except in accordance to the terms and conditions herein or legally entitled to do so or if we may so determine that it would be necessary to protect and/or defend our rights, property or personal safety and those of our customers or any other party.

3. Supply of Personal Data

- 3.1. The Personal Data which are requested by us are mandatory which you must provide and agree to the processing of such mandatory information by us. Should you decide not to provide the compulsory Personal Data required, Pconnex shall not be able to proceed with the provision of services pursuant to the Program and reserves the rights to cease the processing of the application or any other services related to the Program.

3.2. By submitting your Personal Data, you:

- 3.2.1. declare that you have read, understood and accepted the statements set out in this Privacy Notice;
- 3.2.2. declare that the information provided are accurate, complete and true and when such information becomes incorrect or outdated, you shall correct or update such information;
- 3.2.3. are giving your consent to the processing of your Personal Data that is being processed, or that is to be collected and further processed;
- 3.2.4. consent to the transfer of your Personal Data between Pconnex and the classes and third party as set out herein in the manner and extent as may be determined by Pconnex irrespective of their locations; and
- 3.2.5. consent to the transfer of your data to locations outside of Malaysia or disclosure to the Third Party, who may be located within or outside Malaysia.

4. Your rights provided under the Act

4.1. Subject to the provision of the Act, you shall have the right to:

- 4.1.1. access your Personal Data by requesting for a copy of your Personal Data; and
- 4.1.2. request to rectify or update your Personal Information.

4.2. You shall have the right to withdraw consent which you have granted herein in regards to your Personal Data by notice in writing and thereafter we shall cease processing your Personal Data and the terms herein shall apply. However, kindly note that the terms of paragraph 3 will apply *mutatis mutandis*.

5. Contact Details

Address :

Email :

Telephone No :

Fax No :

6. Language

This Policy has been drawn up in both the English and Malay languages. In the event there is any conflict, dispute or divergence between the two texts, the English version shall prevail. For the avoidance of doubt, the Malay version is for convenience only and does not affect the interpretation of this Policy.

[the remainder of this page is intentionally left blank]