

## PERSONAL DATA PROTECTION NOTICE

### 1. INTRODUCTION

- 1.1. This Personal Data Protection Notice (“**Notice**”) of Platform Selangor (“**PLATS**”, “**we**”, “**us**”, or “**our**”) describes how PLATS respects the privacy of individuals with regards to Personal Data and are committed to the protection of your Personal Data and compliance of all applicable personal data protection laws and regulations in Malaysia.
- 1.2. This Notice applies to personal information about you and/or individuals provided by you, possessed or held by us or that we obtain about you, whether now or in future. This Notice shall form an integral part of the contract between you and PLATS upon your continuation of use of PLATS’ website (“**Website**”) and should be read together with our Website terms of use (“**Terms**”). Any capitalize terms if not expressly defined herein shall have the same meaning ascribed to them in the Terms.
- 1.3. We will only process your Personal Data (as herein defined) in accordance with the Personal Data Protection Act 2010, the applicable regulations, guidelines, orders made under the Personal Data Protection Act 2010 and any statutory amendments or re-enactments made of the Personal Data Protection Act 2010 from time to time (collectively referred to as the “**PDPA**”) as well as this Notice.
- 1.4. The PDPA requires us to inform you of your rights in respect of your Personal Data that is being processed or that is to be collected and further processed by us, the purposes for the data processing, the parties we disclose or have disclosed the data to and the choices available to you including how to access and correct such Personal Data in accordance to this Notice. The PDPA also requires us to obtain your consent to the processing of your Personal Data. As such, we are committed to protecting and safeguarding your Personal Data.
- 1.5. By providing your Personal Data to PLATS and/or continuing access and use to this Website and PLATS’ mobile applications, you declare that you have read, understood and accepted this Notice and consented to us in processing your Personal Data in accordance with the manner as stipulated in this Notice. If you provide Personal Data of third parties to PLATS, you warrant and represent to PLATS that you have obtained the required consent of the third parties for the processing of the relevant Personal Data by PLATS in the manner set out herein. However, if you do not provide us with your or the third parties’ Personal Data, we will not be able to process it for the purposes as outlined below.
- 1.6. PLATS reserves the right, at its discretion, to change, vary, modify, add, remove, update and/or amend this Notice from time to time with reasonable prior notice to you. We will notify you of any amendments via announcements on the Website or other appropriate means. Please check the Website periodically for any changes or amendments to this Notice. Any changes and/or amendments to this Notice will be effective immediately upon posting of the revised Notice. Your continued use of the services and/or access to the Website after the posting of such changes and/or

amendments constitute your binding acceptance of such changes and/or amendments to this Notice.

- 1.7. This Notice does not apply to the activities and/or practices of third parties that we do not own or control, including but not limited to any third-party websites, services, and applications that you elect to access through our Website.

## **2. COLLECTION OF PERSONAL DATA**

- 2.1 The term **“Personal Data”** means any information in our possession or control that relates directly or indirectly to an individual to the extent that the individual can be identified or are identifiable from that and other information in our possession which shall include without limitation your name, address, telephone number, identification/passport number, date of birth, photograph, email address, household information, name of company, company registration number, company registration and business address, company’s telephone and facsimile number and such other information about you and/or your company which you have provided to us in the registration forms, applications forms or any other similar forms that has been or may be collected, recorded, hold, stored, used, and/or processed by us from time to time as we deem necessary or appropriate from time to time. To the extent necessary, your Personal Data also includes sensitive personal data such as data relating to health, religion, company’s credit and debit details or other similar belief.
- 2.2 If you are an agent, vendor, supplier or independent contractor (**“IC”**) and/or IC affiliated companies (*affiliates means any entity or person, directly or indirectly (through one or more intermediaries) controlling, controlled by or under the same control as any other entity or person. For the purpose of this definition, the term "control" shall mean the power and authority to manage such entity, whether directly or indirectly, through the holding of shares with voting rights, contracts or otherwise*), provision of your Personal Data is mandatory and failure to provide your Personal Data, may be a breach of laws or regulatory requirements and may cause us to be unable to engage you to provide services or products or issue payments to you for products or services provided.

## **3. USE OF YOUR PERSONAL DATA**

- 3.1 The Personal Data collected by PLATS may be processed and used, inter alia, for the following purposes:-
  - a) to facilitate and/or to provide you with any services you have requested as envisaged under this Website;
  - b) to process your application or request and to deliver and/or to facilitate the services to you;
  - c) to assess and process your application or request and to provide the products and/or to facilitate the services to you as requested;
  - d) to respond to your enquiries or complaints and resolve any issues and disputes which may arise in connection with any dealings with us;
  - e) to process cancellations and/or refunds for the services that have not been rendered to you, where applicable, subject to other specific terms and conditions for the services;

- f) Where you have requested to download and use the Website, to process your request, to deliver the Website to you and to provide you a license for the use of the Website;
- g) to process, manage or verify your application for subscription with us and to provide you the benefit offered to the subscribers;
- h) to provide you with information and/or updates on our activities, products, services, upcoming promotions and/or events offered, organised, managed, facilitated, provided, sponsored and/or participated by us and/or selected third parties which may be of interest to you from time to time;
- i) to conduct research, study, assessment, survey and/or prepare reports/statistics;
- j) for direct marketing purposes via SMS, phone call, email, fax, mail, social media and/or any other appropriate communication channels, in accordance with their consent;
- k) to facilitate your participation in, and our administration of, any events including contests, promotions or campaigns;
- l) to maintain and update internal record keeping;
- m) for internal administrative purposes;
- n) to send you invitation to join our events and promotions and product launch events;
- o) to monitor, review and improve our events and promotions, products and/or services;
- p) to process and analyse your Personal Data either individually or collectively with other individuals;
- q) to share any of your Personal Data with the auditor for our internal audit and reporting purposes;
- r) for audit, risk management and security purposes;
- s) for detecting, investigating and preventing fraudulent, prohibited or illegal activities;
- t) for enabling us to perform our obligations and enforce our rights under any agreements or documents that we are a party to;
- u) to comply with any legal or regulatory requirements applicable to PLATS, and to make disclosure under the requirements of any law, regulation, direction, court order, by-law, guideline, circular or code applicable in Malaysia;
- v) to enforce or defend our rights and your rights under, and to comply with, our obligations under the applicable laws, legislation and regulations; and/or
- w) for all other purposes ancillary to any of the purposes stated above.

3.2 where you are an agent, vendor, supplier, partner, contractors:

- a) for the purposes of engaging you to provide services and/or products;
- b) to facilitate or enable any checks as may be required by us in order to engage you;
- c) to process payments relating to any products and/or services rendered by you; and
- d) to monitor the services or products rendered by you.

#### **4. DISCLOSURE OF PERSONAL DATA**

The Personal Data provided by you to PLATS may, if required, be disclosed to be processed and used for the purposes as accordance to Clause 3 of this Notice, to the following third parties:

- a) The ICs and/or its affiliates that are appointed to perform services to you;

- b) Among PLATS' subsidiaries, associate companies and stakeholders as well as its agents vendors, suppliers, partners, telecommunication providers partner who may communicate with you to market their products or services;
- c) Regulatory bodies, government bodies or other authorities if required or authorized to do so to discharge any regulatory function under any law or in relation to any order or judgment of a court;
- d) Strategic partner and/or other authorised partners, agents, contractors and/or third-party service or product providers as may be determined by PLATS to be necessary or appropriate;
- e) External professional advisors and auditors;
- f) Financial institutions for purposes of facilitating payments, if any, and/or maintaining financial records in connection with the business or contract relationship between PLATS and you and/or your company.

## **5. ACCURACY OF YOUR PERSONAL DATA**

You hereby warrant and declare that all your Personal Data submitted or to be submitted to PLATS are accurate, not misleading, updated and complete in all respects for purposes of acquiring or using the relevant products, services and/or facilities, and you have not withheld any Personal Data which may be material in any respect and that we are authorised to assume the accuracy of the Personal Data given by you when processing such Personal Data. You will promptly update us as and when such Personal Data provided earlier to us becomes inaccurate, incomplete, misleading, outdated or changes in any way whatsoever by contacting us at the contact details below. Where specified, it is obligatory to provide your Personal Data to us to enable us to process your application for our products or services. Should you decline to provide such obligatory Personal Data, PLATS may not be able to process your application and/or request or provide you with our products or services.

## **6. YOUR RIGHTS OF ACCESS AND CORRECTION**

- 6.1 Your rights to request for access, update, correct or delete your Personal Data; subject to the exceptions provided under the PDPA and/or any other applicable laws and regulations; ie PLATS may refuse to comply with data correction request if PLATS is not supplied with such information as we may reasonably require in order to satisfy ourselves as to the identity of the requestor or in the event where the expense in providing access to you is disproportionate to the risks to you or another person's privacy. A prescribed fee may be applicable to cover the administration costs involved in processing your request to access your Personal Data.
- 6.2 You have the right at any time to request us to limit the processing and use of your Personal Data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes) that is likely to cause damage or distress to you.

## **7. RETENTION OF YOUR PERSONAL DATA**

PLATS will retain your Personal Data in compliance with this Notice and/or the terms and conditions of your agreement(s) with PLATS for the duration of your relationship with us, for such period as

may be necessary to protect the interests of PLATS and/or its stakeholders as may be deemed necessary, where otherwise required by the law and/or where required by this Notice.

## **8. SECURITY OF YOUR PERSONAL DATA**

We endeavour to take all reasonable steps to protect your Personal Data and keep your Personal Data secured. Our site may link to other websites and we are not responsible for their data policies, procedures or their content. We cannot and do not accept responsibility for any unauthorized access or interception or loss of Personal Data that is beyond our reasonable control.

A username and password may be essential for you to use some sections of this Website. For your own protection, we require you to keep these confidential and to change your password regularly (if required).

## **9. TRANSFER OF YOUR PERSONAL DATA**

It may be necessary for us to transfer your Personal Data as envisaged in Clause 4 of this Notice to a third-party service or product providers within or outside Malaysia in connection with the purposes stated in Clause 3 of this Notice whereby, you consent to us transferring your Personal Data in these instances. We shall endeavour to ensure that reasonable steps are taken to procure that all such third parties within or outside of Malaysia shall not use your Personal Data other than for the intended purposes and to adequately protect the confidentiality and privacy of your Personal Data.

## **10. PERSONAL DATA FROM MINORS AND OTHER INDIVIDUALS**

To the extent that you have provided (or will provide) Personal Data about your family, spouse and/or other dependents, you confirm that you have explained 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 (i.e. individuals under 18 years of age) or individuals not legally competent to give consent, you confirm 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.

## **11. CONTACT DETAILS**

If you have any questions about this Notice, or have any further queries, or would like to make a complaint or data access or correction request in respect of your Personal Data, you may contact us at the contact details below:

### **PLATFORM SELANGOR**

Level 25, Wisma MBSA, Persiaran Perbandaran  
40000 Shah Alam  
Selangor Darul Ehsan

Email: [dis@mbiselangor.com.my](mailto:dis@mbiselangor.com.my)

Telephone No.: 03-5510 7105

Facsimile No.: 03-5510 7232

## **12. AMENDMENTS**

We may update and amend this Notice from time to time. We will notify you of any amendments to this Notice via announcements on our website or other appropriate means. Please check our website and mobile applications from time to time for amendments to this Notice. Any such amendments will be effective upon notification to you. By continuing to use our services, products and/or accessing our website, after being notified of any amendments to this Notice, you will be considered as having agreed to such amendments.

## **13. INCONSISTENCIES**

In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Notice, the English version shall prevail over the Bahasa Malaysia version.