Personal Data Protection Notice (Privacy Notice)

1. This Notice is issued by **Elephant Capital Sdn Bhd (Company No. (1163195-X))** ("**we**", "**our**" or "**us**") as a data user pursuant to the Personal Data Protection Act 2010 ("**PDPA**"), and it shall apply to you as a data subject.

2. For the purposes of this Notice, the expression "**personal data**", "**sensitive personal data**", "**data subject**", "**data user**" and "**data processor**" shall have the meaning as defined in the PDPA.

3. You hereby consent that we may collect, record, hold, store, use and/or otherwise process your personal data and sensitive personal data. This consent shall remain applicable until we receive a written revocation of consent from you.

4. We reserve the right at our sole discretion at any time to refuse to provide or immediately suspend and/or terminate, any or all of our services to you in the event you refuse to grant or withdraw or revoke the consent referred to in paragraph 3, or limit the processing of your data.

5. We may collect, record, hold, store, use and/or otherwise process your personal data in any medium whether in hard copy, electronically or otherwise. Information submitted to us may be saved and transmitted to our servers in Malaysia. You hereby consent to a cross-border transfer of your personal data and sensitive personal data for the purposes set out in paragraph 9 below.

6. Personal data includes but not limited to name, address, copies and details of identification documents, contact details, details of bank account, employment history, credit and references check, marital status, health status, commission or alleged commission of offence, personal financial and social security detail. We may also collect, record, hold, store and/or process the following information: device information, log information such as date, time, and length of your each visit to our website, browsing history, internet protocol address, cookies and location information. You may refuse to accept the cookies. However, you may not be able to access to certain sections or features of our website if you refuse to accept the cookies.

7. You hereby consent that we may also collect, record, hold, store, use and/or otherwise process your information from other sources and you hereby irrevocably authorize us to process any of your information which we may require from any sources. Without prejudice to the generality of the foregoing, we may collect or otherwise process your information from any third party background checks, any credit reporting agency, any medical practitioner or laboratory, any regulatory authorities, agencies, government department and any authority (such as BRIM), central depository or depository agent, for the following purposes:

a. to conduct credit checks and/or litigation checks on you;

b. to obtain any information relating to your health status;

c. to obtain any information relating to your credit intelligence, profile and other credit information;

d. to obtain and verify any information about you as we in our sole discretion shall deem fit, including for the purpose of complying with anti-money laundering laws; and

e. to disclose any information and data relating to you to the Central Bank of Malaysia, any governmental or regulatory agency or authority, any credit bureau, any credit reporting agency, and any other person to whom disclosure is permitted and/or required by law.

8. Data processors include any person or organisation that is not a data user that processes personal data on our behalf and/or on our instructions. You hereby consent that we may appoint any data processors of our choice to process your personal data and sensitive personal data.

9. You hereby acknowledge, confirm and consent that we may collect, record, hold, store, use and/or otherwise process your personal data for the following purposes:

a. in all matters pertaining to the contract entered or to be entered into between you and us;

b. for the purposes of processing your application, request and/or queries;

c. for the purposes of providing you with our services;

d. for the purposes of internal control and risk management;

e. to conduct analysis and evaluation of our website and services in order to assist us to improve our website and services;

f. monitoring compliance with the agreement in paragraph (a) and our rules and policies for the time being in force, your access to our website and any other applicable laws;

g. complying with the compliance and disclosure requirements of any and all governmental and/or quasigovernment departments, agencies, regulatory and/or statutory bodies;

h. complying with any legal obligation binding on us under any law, rule, regulation, by-law, order, guideline, directive, policy and such other requirements in force and as amended from time to time;

i. enforcing our rights under the agreement in paragraph (a) and our rules and policies for the time being in force, your access to our website, or any other applicable laws to defend our rights;

j. for the purposes of record-keeping in the ordinary course of our business;

k. for the purposes of circulating, transmitting and/or delivering to you, by any means (including emails, short messaging services, regular mails and other means), promotional materials (including products, services, new launches, upcoming events, promotions, advertisements, marketing and commercial materials) relating to our services; and

l. for any purposes relating to or in connection with our business.

10. Your personal data in our retention will be kept confidential and we may provide such information to the following parties ("**Third Party**") for the purposes set out in paragraph 9 above:

a. our affiliates and associated companies (whether in Malaysia or other jurisdictions);
b. our assignee;
c. any person to whom we are under an obligation to make disclosure under law, rule, regulation, by-law, order, guideline, directive, Notice;
d. any court and/or officer of the court;
e. our auditors, accountants and tax advisers;
f. our legal advisers and compliance professionals;
g. our banks; and
h. our professional advisers, service providers and vendors.

You hereby consent that we may disclose your personal data and sensitive personal data to any Third Parties for the purposes set out in paragraph 9 above.

11. You may request access to and correction of, your personal data and/or limit the processing of your personal data, or make any enquiries or complaints in respect of your personal data and sensitive personal data, by contacting us at inquiry@bpartnergroup.com. However, we may refuse your data access request in accordance with the PDPA.

12. You are responsible for ensuring that the personal data that you provide to us is accurate, complete and not misleading and that such personal data is kept up-to-date, and you shall promptly keep us informed in the event the personal data is inaccurate, incomplete, misleading or not up-to-date and you shall provide us the true, accurate, complete, and updated personal data.

13. If you give us personal data, sensitive personal data or information about another person, you confirm that he/she has appointed you to act for him/her, to consent to the processing of his/her personal data in accordance with this Notice and to receive on his/her behalf any data protection notices.

14. We will retain your data for as long as is necessary for us to comply with our obligations under any contract between us or imposed under law, or for the fulfilment of the purposes set out in this Notice or as is required to satisfy any legal, regulatory and/or accounting requirements. We will permanently delete or destroy your personal data if your personal data is no longer necessary for the fulfilment of the purposes set out in this Notice.

15. We reserve the right to amend this Notice at any time and from time to time and a notice of such amendments will be made available to you through written notice or other mode which we view appropriate and suitable. You shall send us a written revocation of consent if you do not agree to us continue processing your personal data in accordance with the revised Notice.

16. In the event this Notice is available in more than one language, the English version shall be treated as the principal version and the remaining shall be treated as translations from the English version, and the English version shall prevail in the event of any conflict, inconsistency or discrepancy between the various languages.