

Personal Data Protection Policy

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This is the Personal Data Protection Policy ("**Policy**") of Ain Medicare Sdn. Bhd.. We take seriously our responsibilities under the Personal Data Protection Act 2010 ("**PDPA**") of Malaysia. We also recognize the importance of the Personal Data (as defined hereafter) that you have entrusted to us and believe that it is our responsibility to manage, protect and process your Personal Data in Malaysia in accordance with the PDPA and applicable regulations and guidelines made under PDPA.

This policy is designed to assist you in understanding how Ain Medicare Sdn. Bhd., as well as its representatives and/or agents (collectively referred to herein as "**Ain Medicare Sdn. Bhd.**", or "**we**") collect, use, disclose and/or process Personal Data that you may provide during the use of the website and /or our application, and such functions, services or features as are offered in connection therewith (collectively, the "**Platform**"), or in connection with your dealings with, through, or the same.

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1. Personal Data

1.1 In this Policy, "**Personal Data**" means

- 1.1.1. all data included in the definition of personal information, personal data, personally identifiable information or similar language under the PDPA and laws relating to the protection, privacy and security, collection, use or disclosure of personally identifiable information sensitive or otherwise (collectively, "Data Protection Laws");
- 1.1.2. all personally identifiable information including name, residential or business address, email address, telephone number, photograph, account number, driver's license, passport, social security or government-issued identification number; and
- 1.1.3. all other information relating to such personally identifiable information.

1.2 Examples of Personal Data you may provide to us include (depending on the nature of your interaction with us):

- 1.2.1 name, address, telephone number, email address, ID or passport number, photograph, video image, contact preferences, date of birth, medical records, biometric information (including fingerprints and facial images) and other information relating to you that you provide to us in any form that you may send to us, or through other forms of interaction with you;
- 1.2.2 information about your use of our Platform, including cookies, information about your domain name, IP address, subscription account details and membership details; and
- 1.2.3 information relating to your payment or receipt of payment by you, such as your bank account or credit card information, and your credit history.

1.3 By providing/submitting Personal Data, information and documents to us and/or visiting our website or the websites of Third parties that perform services for us or by interacting with us or registering with us or continuing to use our services, you have read and accepted the terms and conditions stated in this Policy; and you have given us consent and permission to collect, use, access, transfer, store, disclose and process such Personal Data. You have further consented and authorized us to obtain and verify information about you. If you provide third party Personal Data to us, you warrant, represent and represent to us, that you have obtained the necessary third party consent for us to process the relevant Personal Data in the manner set out herein. We reserve the right to modify, update and/or amend this Policy from time to time and such modifications, updates and/or amendments will be published on this platform. Your continued use of our products and services will signify that you agree to and accept such modifications, updates and amendments.

2. Collection of Your Personal Data

2.1 In general, we may collect your Personal Data in, among others, the following ways, depending on the nature of your interaction with us:

- 2.1.1 when you register your information with us or our company representatives;
- 2.1.2 when you enter into an agreement or provide documentation or other information regarding your interactions with us;
- 2.1.3 when you submit your Personal Data to us
- 2.1.4 when you enter our property and/or premises and/or when your photograph is taken by us through CCTV cameras while you are inside our property and/or premises, or through photographs or videos taken by us or our representatives when you attend our events;
- 2.1.5 when you complete our order, request or sales application for our products and services (by telephone, in person, mail, or electronically);
- 2.1.6 when you interact with our staff in relation to our products and services, including sales staff, customer service officers, for example via telephone calls (which may be recorded), direct mail, fax, face-to-face meetings, social media platforms, email or other means other;
- 2.1.7 when you use and/or subscribe to any of our products and services such as training services and/or any of our after-sales programs and services;
- 2.1.8 when you perform certain transactions such as payments;
- 2.1.9 when you interact with us during promotions, recruitment drives, marketing or sales events, contests, contests, special events, workshops or respond to any requests for additional Personal Data;
- 2.1.10 when we receive your Personal Data from business partners, public agencies, your former employer, referral intermediaries, and any third parties or relevant authorities, for example where you have been referred by business partners or at where we have requested information

about you in connection with your relationship with us, including for our products and services or employment applications; and/or

2.1.11 when you submit your Personal Data to us for other reasons.

2.2 Without prejudice to the generality of Clause 2.1, we may collect information about the computer, mobile phone, smart phone or other device that you use to access our Platform.

2.3 When you browse our Platform, you generally do so on an anonymous basis but please see Clause 9 below for information on cookies, web beacons and other technologies we have implemented on our Platform. We do not, on our Platform, automatically collect Personal Data unless you provide such information to us.

2.4 If you provide us with Personal Data relating to a third party (such as referral information from existing customers), by submitting that information to us, you are indicating to us that you have obtained consent from the third party to provide us with their Personal Data for the purposes respectively.

2.5 If consent is not obtained, Ain Medicare Sdn. Bhd. may collect, use and disclose personal data when such collection, use and disclosure is necessary for the following scenarios:

2.5.1 To respond to emergencies that threaten the life, health and safety of you or another individual.

2.5.2 Necessary in the national interest, for any investigation or proceeding.

2.5.3 For legal reasons, legal process, litigation, and/or requests from public and government authorities.

2.5.4 If we determine that for the purposes of national security, law enforcement, or other important community issues.

2.5.5 Necessary for the purpose specified as an exemption under the PDPA or other written law.

3. Purpose of Collection, Use, Disclosure and Processing of Personal Data

3.1 Subject to the provisions of applicable law, in general, we may collect, use and disclose your Personal Data for, among others, the following purposes depending on the nature of your interaction with us:

3.1.1 to communicate with you;

3.1.2 to evaluate, process and provide products, services and/or facilities to you, including performing obligations in or relating to the provision of our goods and services requested by you;

3.1.3 to administer and process payments relating to products, services and/or facilities requested by you or your commercial transactions with us;

3.1.4 to establish your identity and background;

3.1.5 to prove and/or establish your identity and background;

3.1.6 to respond to your enquiries, feedback, requests or complaints and/or resolve problems and disputes that may arise in connection with dealings with us;

3.1.7 to facilitate your participation in, and our administration of, any event including workshops, promotions, contests or campaigns;

3.1.8 to maintain and update internal record keeping;

3.1.9 for internal administrative purposes, or managing and planning the administrative and business operations of Ain Medicare Sdn. Bhd. and comply with internal policies and procedures;

- 3.1.10 to share any of your Personal Data pursuant to an agreement or document you have entered into with us for the purpose of obtaining legal and/or financial advice and/or for the purpose of initiating legal action;
- 3.1.11 to detect, conduct all forms of investigation and prevent fraudulent, prohibited or illegal activities and analyze and manage commercial risks, including those related to disputes, billing, fraud, offences, prosecution etc.;
- 3.1.12 enable us to perform our obligations and enforce our rights under any agreement or document to which we are a party;
- 3.1.13 to transfer or assign our rights, interests and obligations under any agreement entered into with us;
- 3.1.14 to comply with all applicable legal or regulatory requirements and to make disclosures under the requirements of any law, regulation, directive, court order, by-law, guideline, circular or canon applicable on our behalf;
- 3.1.15 to enforce or defend our rights and your rights under, and to comply with, our obligations under applicable laws, legislation and regulations;
- 3.1.16 for purposes necessary to operate, maintain and better manage our business and your relationship with us; which we inform you at the time we obtain your consent;
- 3.1.17 facilitating business asset transactions (which may include mergers, acquisitions or asset sales);
- 3.1.18 the matching of any Personal Data held relating to you for any of the purposes listed here;
- 3.1.19 managing the security of our premises and services (including but not limited to conducting CCTV surveillance and conducting security clearances);
- 3.1.20 monitor or record telephone calls and customer-facing interactions for quality assurance, employee training and performance evaluation and identity verification purposes; and/or
- 3.1.21 in connection with any claim, action or proceeding (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing contractual and legal rights and obligations our law.

3.2 In addition, we may collect, use and disclose your Personal Data for the following purposes, depending on the nature of our relationship with you:

- 3.2.1 If you have an account with us:
 - i. to process your account and maintain your account with us;
 - ii. administer and process your requests including creating and maintaining our user profiles in the system
 - iii. our database for administrative purposes (including but not limited to tracking your use of the Platform); and/or
 - iv. carrying out debt recovery ('debt recovery') and debt management.
- 3.2.2 If you are an employee, officer or owner of a vendor, contractor or other external service provider ('other external service provider'), or a prospective vendor, prospective contractor, or prospective other external service provider from Ain Medicare Sdn. Ltd.:
 - i. to perform appropriate due diligence;
 - ii. to assess the suitability of your organization as a vendor, contractor, and external service provider for Ain Medicare Sdn. Bhd. and to perform background checks on you;
 - iii. to create and maintain profiles of our vendors, contractors, and external service providers in our database system;
 - iv. process and facilitate the actions and processes required for the purpose of work or engagement of vendors, contractors, and external service providers;

- v. to respond to emergencies;
- vi. for facility management purposes (including but not limited to issuing visitor access passes and facilitating security clearance); and/or
- vii. to communicate with staff deployed ('deployed'), upon contract award, who are on our property to carry out work or services, and for any emergency and/or security concerns

3.3 Further, if permitted under the Data Protection Law, Ain Medicare Sdn. Bhd. may also collect, use and disclose your Personal Data for the following "Additional Purposes":

- 3.3.1 take or make photographs and videos for publicity or corporate marketing purposes, and display your photographs and/or testimonials in our articles and publicity materials and/or on our website;
- 3.3.2 provide or market services and benefits to you, including promotions, service upgrades ('service upgrades'), loyalty ('loyalty'), rewards and/or membership programs (including event invitations, newsletters and marketing and promotional information to you based on the program the membership);
- 3.3.3 organizing roadshows, tours, campaigns and promotions or events and managing competitions and competitions;
- 3.3.4 matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision or offering of services;
- 3.3.5 send you details about services, updates and service rewards, either to our customers generally, or that we identify may be of interest to you;
- 3.3.6 collect and analyze customer profiles and data to determine patterns and trends, understand and analyze customer behavior, location, preferences and demographics for us to offer you other products and services as well as special offers and marketing programs that may be relevant to your preferences and profile;
- 3.3.7 to provide you with information and/or updates about our products, our services, upcoming promotions offered by us and/or events and product launch events organized by us and selected third parties that may be of interest to you from time to time ;
- 3.3.8 for direct marketing purposes ('direct marketing purposes') through telephone calls and/or other communication channels suitable to you regarding our services and products, in accordance with your consent; and/or
- 3.3.9 to share any of your Personal Data with our business partners to jointly develop products and/or services or launch marketing campaigns.

3.4 You have rights regarding the collection, use or disclosure of your personal information from Ain Medicare Sdn. Bhd.. If you choose not to provide us with personal data as described in this notification, we may not be able to perform our obligations as stated in clause 3. Subject to the exceptions provided under the PDPA, you have the right to object to the processing of personal data you and withdraw your consent in the manner described in Clauses 6 and 11.

3.5 If you have given us your Malaysian phone number and have indicated that you agree to receive marketing or promotional information through your Malaysian phone number, then from time to time, Ain Medicare Sdn. Bhd. may contact you using such Malaysian phone number (including by voice call, text, fax or other means) with information about products and. our service.

3.6 In connection with certain products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have told you otherwise.

3.7 Ain Medicare Sdn. Bhd. will undertake to protect personal data owned or under its control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks.

4. Disclosure of Personal Data

Subject to the provisions of applicable law, your Personal Data may be disclosed, for the purposes set out above (where applicable), to the following entities or parties, whether they are overseas or in Malaysia:

- 4.1.1 third party service providers, agents and other organizations that we have used to perform any of the functions in relation to the purposes set out above;
- 4.1.2 among the staff of Ain Medicare Sdn. Bhd. in Malaysia and abroad to carry out their job responsibilities with appropriate technical and organizational measures; to help solve technical support problems related to the Software ('Software'), whether through the ticket system, phone calls or otherwise.
- 4.1.3 any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may include mergers), acquisitions and debt or asset sale);
- 4.1.4 government regulators ('government regulators'), government ministries, statutory boards ('statutory boards'), embassies or relevant authorities and/or law enforcement agencies, whether local or foreign, to comply with every instruction, laws, regulations, guidelines or schemes issued or administered by any of them; and/or
- 4.1.5 any other party to whom you have given us permission to disclose your Personal Data.

5. Requests for Access to and/or Correction of Personal Data

5.1 You have the right, under the PDPA, to make:

- 5.1.1 access requests to access a copy of the Personal Data we hold about you or information about how we use or disclose your Personal Data; or
- 5.1.2 rectification requests to correct or update any of your Personal Data we hold by submitting your request in writing or by email to our Data Protection Officer ("PPD") at the contact information provided below. Subject to the provisions of the Data Protection Law, we will endeavour to respond to your request for access and/or correction within 30 days of receiving the request. If we are unable to respond to your access and/or correction within 30 days of receiving the request, we will notify you in writing within 30 days of the time at which we will be able to respond to the request. However, we reserve the right to refuse the processing of requests that endanger the security and privacy of personal information or Personal Data of others as well as requests that are impractical or not made in good faith.

5.2 Depending on the scope and nature of the work required to process your access and/or correction request, we may be required to charge a fee to recover our administrative costs. This will be assessed on a case-by-case basis by our PPD. If such fees will apply, we will notify you of such fees before processing your request. Please note that we will only process your request once you agree to pay the amount. In certain cases, we may also require a deposit from you before we process an access request. You will be notified if a deposit is required, if any.

6. Request For Withdrawal of Consent

6.1 You have the right, under the PDPA, to withdraw your consent to the collection, use and/or disclosure of your Personal Data in our possession or under our control for any or all of the purposes listed above by submitting your request in writing or by email to our PPD at the contact information provided below.

6.2 Upon receipt of your written request to withdraw your consent, we may require a reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of our consenting to the same, including legal consequences that may affect your rights and liabilities to us. Therefore, you may still receive communications during this time frame.

6.3 If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, Ain Medicare Sdn. Bhd. may not be able to continue providing its products and services to you, or manage existing contractual relationships, which may also result in the termination of the agreement with InfoTech, and your breach of your contractual obligations or undertakings. Rights and legal remedies of Ain Medicare Sdn. Bhd. in these matters are expressly reserved.

6.4 Please note that withdrawing consent does not affect our right to continue to collect, use and disclose Personal Data where such unauthorized collection, use and disclosure is permitted or required by applicable law.

7. Administration and Management of Personal Data

7.1 We generally rely on you to ensure that any Personal Data provided by you (or your authorized representative) is accurate and complete in all respects. To ensure that your Personal Data is up-to-date, complete and accurate, please update us as soon as possible if there are changes to your Personal Data by notifying our PPD in writing or by email at the contact information provided below. Until you tell us otherwise, we will assume your Personal Data (as provided by you or your authorized representative) is accurate and complete.

7.2 We may retain your Personal Data for as long as the purpose for which the Personal Data was collected is met by the retention of the Personal Data, retention is required for legal or business purposes, or as required or permitted by applicable law.

8. Transfer of Personal Data Outside Malaysia

Based on the global nature of our business, for the purposes stated in this Policy, and if applicable, your Personal Data may be stored on external servers ('external servers') located abroad. In addition, as explained above, in the course of our business operations, we may be required, from time to time, to transfer your Personal Data with and between related companies and/or organizations and with affiliates, and third party service providers ('third party service providers'), some of which may be located in countries outside Malaysia. For example, your personal data stored in the Software ('Software') may be transferred overseas for support functions. The transfer of personal data will be subject to the requirements specified under the PDPA or applicable data protection laws to ensure that the organization provides a standard of protection of personal data. Rest assured, where we disclose personal data to third parties in other countries, we provide safeguards to ensure your personal data remains protected.

9. Use of Cookies (internet cookies), Web Beacons, and Other Technologies

9.1 When you visit or interact with our Platform, we or our authorized service providers may use cookies (internet cookies, web beacons), and other similar technologies to collect and store information to help give you a better, faster, and safer web experience.

9.2 Information collected by us or our approved service providers may identify the visitor as a unique user and may collect information such as how the visitor arrived at our Platform, the type of browser the visitor is browsing, what operating system the visitor is using, the visitor's IP address and flow information visitor's click stream information ('visitor's click stream information') and time stamp ('time stamp') (for example, which pages they have viewed, the time the page was accessed and the time spent on each website).

9.3 Our use of cookies (internet cookies), web beacons ('web beacons') and similar technologies on our Platform have different functions. Those things are necessary for our services to function, help us improve our performance, or serve to provide you with additional functionality. They may also be used to deliver content that is more relevant to you and your interests, or to target advertisements to you on or off our Platform.

Cookies - Small text files (usually consisting of letters and numbers) that are placed in the memory of your browser or device when you visit a website or view a message. Cookies allow websites to recognize a specific device or browser. There are several types of cookies:

- Session cookies ('Sessions cookies') expire at the end of your browser session and allow us to link ('link') your actions during that browser session.
- Persistent cookies are stored on your device between browser sessions, which allow us to remember your choices or actions across multiple websites.
- First-party cookies are set by the website you visit
- Third-party cookies are set by third-party websites that are separate from the website you are visiting.

Cookies can be disabled or removed by tools available in most commercial browsers. The options for each browser you use need to be set separately and different browsers offer different functions and options.

[Web beacons ('Web beacons') - Small graphic images (also known as "pixel tags" or "clear GIFs") may be included on our Platform. Web beacons ('Web beacons') typically work together with cookies to profile each unique user and user behavior.]

We may use the term "cookie" or "similar technologies" interchangeably in our policy to refer to all technologies that we may use to collect or store information on your browser or device or that collect information or help identify sure you as a unique user in the way mentioned above.

9.4 The Platform and certain website features and services are only available through the use of this technology. You will always be free to block ('block'), delete ('delete'), or disable ('disable') this technology if your browser allows it.

However, if you reject cookies or other similar technologies, you may not be able to take advantage of the Platform and certain website features or service tools. For more information on how you can block ('block'), delete ('delete'), or disable ('disable') this technology, please check your browser settings.

10. Third Party Sites

Our platform may contain links ('links') to other websites operated by third parties, including for example our business partners. We are not responsible for the data protection practices of websites operated by third parties linked to our Platform. We encourage you to learn about the data protection practices of those third-party websites. Some of these third party websites may be co-branded with our logos or trademarks, although they are not operated or maintained by us. Once you exit our Platform, you should check the applicable privacy policies of third-party websites to determine how they will deal with any information they collect from you.

11. Contact Us – Withdrawal of Consent, Access and Correction of Your Personal Data

11.1 If you:

- i. have any questions or feedback relating to your Personal Data or this Policy;
- ii. wish to withdraw your consent to any use of your Personal Data as set out in this Policy; or
- iii. wish to access and correct your Personal Data records, please contact us as follows:

Administration & Human Resource Executive

Ain Medicare Sdn. Bhd.

No Telefon: +609 7743388 Sambungan 124

Alamat emel: hadi@ainmedicare.com.my

11.2 If there is an email or letter that you use to submit a complaint, your indication in the subject line that it is a complaint about the PDPA ('PDPA') will help us deal with your complaint quickly by passing it on to the relevant staff in our organization to deal with. For example, you can enter the title of the complaint as "PDPA Complaint".

11.3 Please note that if your Personal Data has been provided to us by a third party (for example your employer), you should contact that organization or individual to make inquiries, complaints, and access and correction requests to Ain Medicare Sdn. Bhd. on your behalf.

12. Updates to This Policy

We may from time to time amend the terms of this Policy, at our sole discretion, to ensure that this Policy is in line with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your legal rights, you agree to be bound by the prevailing terms of this Policy as updated from time to time on our Platform at <https://www.ainmedicare.com.my/data-protection-policy>. You are encouraged to visit the above website from time to time to ensure that you are aware of our latest policy related to personal data protection.

13. Governing Law ('Governing Law')

This policy will be governed in all aspects by the laws of Malaysia.