



PRIVACY POLICY

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The Company (DuitTech International Sdn Bhd (Company No. 202101014704 [1415004A]) sets out this Privacy Policy that may collect, use, process disclose and/or transfer personal data in accordance with the Malaysian Personal Data Protection Act 2010 (“PDPA”).

By visiting our website or by interacting with us or by providing Personal Data to us, or otherwise by acknowledging receipt of this Notice, you have read and consent and/or you are deemed to have read and consent to us using, collecting and processing your Personal Data in the manner described in this Notice.

Kindly note that the Company reserves the right to change, amend and/or vary this Notice at any time. You are advised to check this Notice from our website from time to time for amendments or updates.

1.0 DEFINITIONS

- 1.1 “Du-it” means DuitTech International Sdn Bhd (Company No. 202101014704 [1415004A]) and any of its parents, subsidiaries and/or affiliates as defined in the Malaysian Companies Act 2016.
- 1.2 “du-it platform” means system developed by du-it for an administration of an online payment solution that gives the merchants the ability to offer consumers the option to purchase and pay for products on a deferred basis, which also includes validation checks and assessments on companies and merchants using the system.
- 1.3 “Personal Data” means any data, about an individual who can be identified from the data and other information to which an organisation has or is likely to have access.
- 1.4 “Services” means the provision of the du-it platform and any other services which may be provided by du-it from time to time.

2.0 PERSONAL DATA

2.1 Depending on the nature of your transaction with us, the personal data we may collect from you includes (but is not limited to) your companies details and registration information, and financial information such as bank account information. In the event there is a failure to provide the personal data, we shall not be able to provide any or all of the Services to you.

2.2 Such personal data may be collected from you or any person authorised by you, and your personal data will be disclosed to us in the following ways, but it is not exhaustive:

- a. To create an account in the du-it platform;
- b. To create an order in the du-it platform;
- c. The use of the du-it website, du-it mobile application and/or the du-it portals;
- d. Provide your contact details as your Company's authorised representative; and
- e. Any interaction with us, including but not limited to any email communication with us

2.3 In the following circumstances, we may also receive personal data about you from third parties and other sources:

- a. In the event that you create an account and use the credentials of social networking sites such as WhatsApp, Facebook, Instagram or Tik-Tok to connect to the service, and in such case we will, and you authorise us to, access and/or receive your personal data (including but not limited to your name, email, gender, date of birth and other information you make available on such social networking site) in accordance with their terms and conditions, and we will process such personal data in accordance with this Privacy Policy;
- b. Where we conduct investigations on you as a result of a debt that you owe to us; and
- c. Where we have engaged a third party to collect a debt that you owe to us, and such third party has collected additional personal data about you as part of their debt collection process.

3.0 PURPOSES

3.1 We may collect, use, process, disclose and/or transfer your personal data for any or all of the following purposes:

- a. Carrying out reasonable business activities such as audits, risk management, business reporting, service quality control, statistical and trend analysis and other related or similar activities;
- b. Complying with any internal policies, applicable laws, regulations, codes of practice, guidelines or rules (including those related to fraud, anti-money laundering and anti-terrorism), or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- c. Collection and satisfaction of any debt owed by you to us;
- d. Enforcing or defending our rights, contractual or otherwise, including investigations and participating in potential or actual litigation, arbitration or other legal process;
- e. Managing your relationship with us;
- f. Performing any obligations in the course of connection with our provision of the Services requested by you;
- g. Processing any payment or credit transactions;
- h. Responding to, handling and processing queries, requests, applications, complaints and feedback from you;
- i. To conduct credit checking from any credit reporting agencies;
- j. Sending you marketing communications including newsletters, notifications about new merchant additions, merchant engagements or merchant offers, conducting product surveys, advertising of similar products and services and event invitations, and you have the right to unsubscribe from such marketing communications;
- k. Verifying your identity, including distinguishing you from another person with the same or similar details as yourself;
- l. Other purposes for which you have provided your personal data; and
- m. Other incidental business purposes related to or in connection with the above.

- 3.2 In the event the relationship with us terminates or is altered, these purposes may continue to apply even in situations for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).
- 3.3 The personal data that you provide us will not sold, traded, licensed, offered or otherwise used for commercial marketing purposes that are not related to du-it and/or the Services.

4.0 DISCLOSURE AND TRANSFER OF PERSONAL DATA

- 4.1 We may disclose and/or transfer your personal data both within and outside of Malaysia for the purposes specified above and as permitted or required by applicable laws and regulations to the following entities:
- a. To any entity within du-it Group;
 - b. Any other persons and entities involved in the provision of the Services to you, including merchants, credit card companies and processors and third-party payment providers;
 - c. Any other third-party service provider, agent, contractor or other organisation which we have engaged to carry out any of the purposes specified above;
 - d. Any other third party involved in or in connection with potential or actual litigation, arbitration or other legal process with us;
 - e. Any other person or entity to whom we are under any obligation or otherwise required to make disclosure pursuant to legal process or legal or regulatory obligation or request, including disclosure to any relevant governmental and/or regulatory authorities, whether in Malaysia or abroad;
 - f. Any credit reporting agencies where necessary and appropriate; and
 - g. Any other person to whom disclosure is reasonable considered by us to be necessary.
- 4.2 We will reasonably endeavour to ensure that any third party who receives your personal data from us shall handle such personal data in accordance with the PDPA.

4.3 Where we transfer your personal data to countries outside of Malaysia, we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

5.0 PROTECTION / SECURITY

5.1 We are committed to protecting your personal data. We will take practical measures and make reasonable efforts to protect your personal data from any loss, misuse, modification, unauthorized or accidental access or disclosure, collection, copying, deletion, and alteration or damage or similar risks.

5.2 In this regard, we have adopted appropriate administrative, physical and technical measures such as storing personal data on secured servers maintained in controlled facilities, using up-to-date antivirus protection, encryption and the use of privacy filters to protect all personal data storage and transmission by us, and we limit access to your personal data to authorised persons on a confidential and need-to-know basis.

5.3 In respect of your financial information, we use a credit card processor that complies with strict industry standards and we implement techniques and technology to allow payments to be processed in our systems without the need to store such financial information.

6.0 ACCURACY OF PERSONAL DATA

6.1 We generally rely on the personal data provided by you or your authorized representative. To ensure that your personal data is up-to-date, it is important to complete accurate information by informing our Data Protection officer if your personal data changes.

7.0 ACCESS OF PERSONAL DATA

7.1 You may request a copy of your Personal Data held by us by contacting our data protection officer.

7.2 A reasonable fee may be charged for an access request, and we will inform you of the fee before processing your request.

7.3 Unless we are permitted under the PDPA not to comply with your request, we will endeavour to comply with your request within thirty (30) days from the date of our receipt of your request. Should we not be able to comply in full with your request within that period, we will inform you in writing within that period of the following:

- a. The reason(s) why we are unable to do so;
- b. That we are unable to comply in full with your request within the thirty (30) day period;
- c. The extent by which we are able to comply with your request; and
- d. The time by which we will be able to comply in full with your request.

7.4 Where we are permitted under the PDPA not to comply with your request, we will inform of you of the reasons why we are unable to do so, within thirty (30) days from the date of our receipt of your request.

8.0 RETENTION

8.1 We may keep your personal data for as long as necessary to achieve the purpose of collection, or as required or permitted by applicable laws.

8.2 We will cease to retain your personal data or delete the data that may be associated with you, as long as there is reason to believe that such retention is no longer used for the purpose of collecting personal data, and is not required for legal or commercial purposes.

9.0 THIRD PARTY'S PERSONAL INFORMATION

9.1 You shall be responsible to obtain the consent of any third party in the event you are providing such third party's personal data to us. Consent shall be deemed to have obtained from the third party for any third party's personal data provided by you to us.

9.2 We use the data as part of our decision process to assess your creditworthiness with us. We may also use your data to assess your interest in receiving financial services through algorithms and mathematical modelling.

10.0 COOKIES

10.1 Cookies are files with small amount of data and may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

10.2 As with most websites, our website also uses cookies to collect information. Such cookies include:

- a. Strictly Necessary Cookies
 - Such cookies are essential in order to enable you to navigate our website and use its features;
- b. Performance Cookie
 - Such cookies collect information on how visitors use our website and are used to improve our website;
- c. Functionality Cookies:
 - Such cookies allow our website to remember choices that you make such as your account username and language and provide a personal experience; and
- d. Third Party Cookie
 - Such cookies come with certain functions on our website for which we use third party suppliers such as Facebook Connect. In such case, we recommend that you consult the privacy policies of such third parties for information regarding their use of cookies.

10.3 You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. If you do not accept the cookies, you may not be able to use some portions of our website. By using our website without deleting or rejecting some or all cookies, you agree that we can place those cookies that you have not deleted or rejected on your device.

11.0 WITHDRAWING YOUR CONSENT

11.1 The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You can send your request in writing to our data protection officer through the contact information provided below to withdraw your consent for us to stop using and / or disclosing your personal data for any or all of the purposes mentioned above.

- 11.2 Upon receiving 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 us to process your request and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we will attempt to process your request within a reasonable time to receiving the request.
- 11.3 Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please notify us in writing in the same manner.
- 11.4 Please note that when collecting, using and disclosing personal data without consent is permitted or required by applicable laws, withdrawal of consent does not affect our right to continue collecting, using and disclosing personal data. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

12.0 CONTACT US

- 12.1 Should you have any questions regarding this Privacy Policy, or if you wish to make any request regarding your personal data, please contact our data protection officer by: support@du-it.my

13.0 AMENDMENT AND MODIFICATIONS

- 13.1 We may amend, vary or modify this Privacy Policy in its sole discretion from time to time without any prior notice.
- 13.2 Whereby du-it will notify du-itBiz User anywhere in the website or apps on the changes.

14.0 GOVERNING LAWS

14.1 This Privacy Policy shall be governed by and construed in accordance with the laws of Malaysia.