

PRIVACY POLICY

1. GENERAL

1.1 This Privacy Policy ("**Privacy Policy**") is issued by BigPay Later Sdn Bhd (collectively referred to as "**BigPay**", "**we**", "**our**" and "**us**") with respect to the provision of moneylending products and services.

1.2 This Privacy Policy describes how and when we collect your personal information, what that information may be used for, who uses it, when it may be disclosed to other parties, how you can access your details and seek correction of your details, the control of your own personal information and how you can contact us.

1.3 By using the mobile application ("**Mobile App**"), visiting www.bigpaylater.com.my ("**Website**"), applying for, registering and/or subscribing for any of our products and/or services, you are deemed to have read and agreed to be bound by this Privacy Policy.

2. NOTICE

2.1 This Privacy Policy serves as a notice pursuant to the Malaysian Personal Data Protection Act 2010.

2.2 We may modify, vary or update this Privacy Policy from time to time to reflect any changes to our privacy practices. We will notify you of these changes to our Privacy Policy on the Mobile App or on our Website. In any case, an updated version of this Privacy Policy is always available on the Mobile App or our Website at all times. Please check the Mobile App or Website regularly for updates to our Privacy Policy.

3. INFORMATION COLLECTION AND USE

3.1 We may collect and hold personal information ("**Personal Information**") about you or someone else whom you have provided us with information of ("**Third Party**"), that is, information that can identify you or such Third Party, including without limitation, full name, date of birth, gender, nationality, postal and email address, mobile number, other contact details, identification details (including but not limited to NRIC or passport), payment details, financial details (including source of funds), salary, bank account details, credit assessment and other information relevant to us providing you with the services you and/or the Third Party are, or someone else you know is, seeking, which we receive from you through the Mobile App, Website, customer service centre, social media sites, walk-in channels and other distribution channels. You represent and warrant that you have obtained the consent of such Third Party or are otherwise entitled to provide us with their Personal Information and to view or change their information. You agree to indemnify us in the event we suffer any loss or damage as a result of your failure to comply with the same. The list of Personal Information stated above is not exhaustive and may include other personal information depending on the nature of the services or transactions.

3.2 You are responsible for ensuring that the Personal Information you provide us is accurate, complete and not misleading and that such Personal Information is up to date.

3.3 We may collect Personal Information in one or more of the following circumstances or for one or more of the following purposes (collectively referred to as "**Purposes**") and you hereby consent to the processing by us of your Personal Information in accordance with the Purposes as set forth below:

- a) to provide you with products and/or services which you have subscribed for and to notify you about important changes or developments to the features;
- b) to facilitate your registration and/or application for a moneylending or loan product;
- c) to enable the sharing, transfer, retrieval, updating and processing of your personal information with our affiliates, related corporations, sister companies, parent, subsidiaries and associates, where applicable) to enable you to receive and enjoy the services, benefits and privileges related to the services or products we provide;
- d) to enable the sharing, disclosure, transfer, retrieval, updating and/or processing of Personal Information with our service providers, vendors, contractors, partner networks, licensees, advisors, merchants, strategic partners, payment network operators, card schemes and credit reporting agencies (including but not limited to CTOS), whether located within or outside Malaysia, in order to provide you with our products and/or services and benefits and privileges in relation thereto, and to facilitate your continued use of the Mobile App;

e) to enable the processing of your personal information to administer and enable the continuous operation of your account with us (as well as your use of the Mobile App) and the provision of the services in respect thereto;

f) to send you information on products and services, and special promotional offers, newsletters or customer survey forms and questionnaires;

g) to provide you with information on any programs (e.g. loyalty programs where applicable) or transactions you have undertaken;

h) to process your payment transactions (including instalments) and for other operational and administrative purposes, including without limitation, sending you notifications, and managing your account with us;

i) updating and managing the accuracy of our records; prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;

j) assessment and analysis behaviour scoring, market, product and trend analysis and market research (if any);

k) to conduct internal activities, administrative, operational, marketing, planning, product, technology or service development, troubleshooting and/or research requirements;

l) to administer your participation in contests or campaigns that we may run from time to time;

m) to provide you with information on products and services of our affiliates, related corporations, sister companies, subsidiaries and associates where applicable;

n) to provide you with information on products and services of our business and strategic partners where applicable;

o) cross selling, marketing and promotions including administering offers and competitions;

p) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes or to enforce our terms and conditions, including the terms and conditions relating to the products and/or services;

q) maintaining your account history for present and future reference (as and where required);

r) enabling an actual or proposed assignee of BigPay, or participant or sub-participant of BigPay to evaluate your information, account, transactions which are intended to be the subject of the assignment, participation or sub-participation (if any);

s) protecting BigPay's interests and for other ancillary or related purposes;

t) for such other purposes as set out in any other terms and conditions (including product terms and conditions) and campaign terms and conditions (if applicable); and

u) for any purpose made known to you at the time of collection of your personal information.

3.4 At any time you may opt-out of receiving marketing communications from us by contacting us (see the CONTACT US section below) and we will ensure that your name is removed from our mailing list.

3.5 We use general, aggregated information to generate statistics and measure site activity to improve the usefulness of customer visits. Such information does not include Personal Information.

3.6 Please take note that if required for the foregoing Purposes, your Personal Information may be transferred to locations outside Malaysia.

3.7 We may disclose your Personal Information to:

a) our parent, ultimate shareholder, respective group companies, related companies, sister companies, affiliates, subsidiaries, associates, service providers, vendors, contractors, partner networks, licensees, advisors, merchants, strategic partners, whether located within or outside Malaysia for the Purpose;

b) payment network operators, card schemes, governmental agencies, regulatory authorities (including but not limited to Bank Negara Malaysia and the Ministry of Housing and Local Government), enforcement agencies, credit reporting agencies (including but not limited to CTOS), whether located within or outside Malaysia for the Purpose.

Your Personal Information may also be disclosed to other third parties with whom we have commercial relationships, for marketing, advertising and related purposes, unless you have indicated that you do not wish for us to disclose to such third parties for marketing and advertising purposes, and as required or authorised under law or provided in co-operation with any governmental authority.

3.8 Please note that it is necessary for BigPay to process your personal information for the Purpose, and without which BigPay will not be able to provide any product and/or service that you have requested from BigPay or to perform and/or carry out any of the abovementioned Purposes.

If you fail or decline to provide us with Personal Information stated in paragraph 3.1 above, we may not be able to perform and/or carry out any of the Purposes and may need to terminate any product and/or service provided to you. In some circumstances, you may have provided personal and financial information relating to others (e.g. joint-applicant, spouse, related parties and/or emergency contact persons) for the Purpose. In such cases, you represent and warrant that you had or have their consent or are otherwise entitled to provide their information to BigPay.

4. MARKETING AND PROMOTIONAL COMMUNICATIONS

4.1 We may use the Personal Information provided to send you information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires unless you have indicated that you do not wish to receive such materials.

4.2 You may opt out of receiving any communications from us at any time by clicking on the unsubscribe option in the Mobile App Settings or contact us with your request (see the CONTACT US section below).

5. SECURITY OF YOUR PERSONAL INFORMATION

5.1 We will take reasonable steps to protect any Personal Information we receive from you via the Mobile App or Website from misuse and loss and from unauthorised access, modification or disclosure. We may hold your information in either electronic or hard copy form or retain third parties to hold that information on our behalf. Where required by applicable laws, Personal Information will be destroyed or de-identified when no longer needed.

5.2 By providing us with Personal Information or using our services on accessing the Mobile App or Website, you consent to the transfer, storage and processing of Personal Information to where our (or our service providers, vendors and/or contractors) servers, database(s) and/or system facilities are located and/or operated, which may be outside your country of domicile or the location where you access the Mobile App or Website to provide Personal Information, and which may include, among others, Malaysia, Singapore, India, the United States, the United Kingdom and the European Union.

5.3 However as the Website and Mobile App is linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us and you do so at your own risk.

6. LINKS TO OTHER APPLICATIONS AND WEBSITES

6.1 The Mobile App and Website may contain links to websites or applications operated by third parties ("**Third Party Applications or Websites**"). We are not responsible for the privacy practices or the content of Third Party Applications or Websites. Third Party Applications and Websites are responsible for informing you about their own privacy practices.

7. ACCESS AND CORRECTION

7.1 You may request access to any Personal Information we hold about you or any Third Party whose Personal Information you had provided at any time by contacting us (see the CONTACT US section below). Where we hold information that you are entitled to access, we will endeavour to provide you with suitable means of accessing it (e.g. by emailing or mailing it to you).

7.2 If you believe that Personal Information we hold about you is incorrect, incomplete or inaccurate, then you may request to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment then we will add a note to the Personal Information stating that you disagree with it. You may also, at any time hereafter, request, in writing, to limit the processing of your Personal Information (including personal data of others provided by you).

7.3 You may at any time make written inquiries and, upon payment of a prescribed fee, request, in writing, for access to, or correction of, your Personal Information or limit the processing thereof (including personal data of others provided by you). In accordance with the Malaysian Personal Data Protection Act 2010, and to the extent not limited by any other applicable law (if applicable), we may:

- (1) charge a fee for processing your request for access or correction to the Personal Information; and
- (2) refuse to comply with your request for correction to the Personal Information and give you a reason for our refusal.

8. COOKIES

8.1 Cookies may be used in the Website or Mobile App to:-

- (1) maintain your session and required details during the application, subscription, registration process and during transactions (session cookie);
- (2) collect online usage data for statistical/analytics purposes (analytics cookie); and
- (3) direct you to the correct landing page based on your geo-location (geo-targeting cookie).

8.2 You may instruct your browser, by changing its setting, to stop accepting cookies or to prompt you before accepting a cookie from the websites that you visit. The Website or Mobile App will not function properly if the cookie setting is disabled.

9. CONTACT US

9.1 If you have any questions about our Privacy Policy, or any concerns or a complaint regarding the treatment of your personal information by us pursuant to the Malaysian Personal Data Protection Act 2010, please contact us via registered mail or email (which must be sent from your email address that you registered with us) at:

Personal Data Protection c/o Legal Division
BigPay Later Sdn Bhd
Unit 19-02-02, Level 2
Wisma Tune Lorong Dungun, 50490 Kuala Lumpur
Malaysia
Email: pdpa.admin@bigpaylater.com.my

10. MISCELLANEOUS

10.1 In the event of any inconsistency between the English version and other language versions of this Privacy Policy, the terms of this English version shall prevail.
