

## PRIVACY POLICY

Y S Ling & Co. & Y S Ling Advisory Sdn Bhd ("We" or "us" or "our" or "the Company" or "the Firm") is committed to protecting the personal data, provided by the Customer ("you" or "your"), in accordance with the Personal Data Protection Act 2010 ("PDPA"). This policy (which may be amended or updated by us from time to time) seeks to outline how we intend to deliver all the rights and protections that you are entitled to under the PDPA.

We may store and process your personal data on our server wherever located and in any other medium. We may retain your personal data up to the maximum period permitted for legitimate business purposes, legal, regulatory and internal requirements include but not limited to generate statistical statistics and/or profiling. We may, overtime, delete these records if they are no longer necessary or permissible by law. Some pages on our site may include links to third party sites. These sites are governed by their own privacy statements and we are not responsible for their privacy practices, operations and contents of the said links. You are advised to review the privacy statements of these sites before furnishing any information. Please remember that internet communications are not secure. Nonetheless, we hereby ensure that we will not release your personal data to any unauthorised third party. We cannot accept any responsibility for unauthorised access by a third party and/ other corruption of information/data being sent by any individuals to us via internet communications or electronic mail. By accessing this site, you agree to be bound by this policy, and consent to the collection and processing of your personal data by us. Our services include but not limited to providing applications, IT infrastructure components or functions through an online platform to users ("Services").

### 1. DISCLOSURE OBLIGATION

- a. Unless otherwise stated, you must supply the personal data requested during the registration process or at such other intervals as determined or requested by us.
- b. You have the opportunity to make choices. If you do not supply this data, it will not be possible for you to register an account with us as we will not have sufficient information to open and administer the account.

### 2. USERS OF PERSONAL DATA

In compliance with sections 7 and 8 of the PDPA, take notice that all your personal data will be kept confidential but such personal data may be processed or used by the following persons:

- a. by us and/or any of our affiliates or associates;
- b. any of our director, officer or employee or agent;
- c. any nominee or custodian in whose name securities or other property may be registered;

- d. any contractor, agent or service provider which provides administrative, data processing, financial, computer, telecommunications, payment or securities clearing, lawyers, advisers, professional or other services authorized by us when carrying out your instructions and/or our business;
- e. any of our actual or proposed assignee, or participant or sub-participant of our rights in respect of a customer, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- f. any governmental, regulatory or other bodies or institutions, whether as required by law or regulations applicable to us and/or any of our affiliates or associates;
- g. any third party designated or appointed by you with reasons that are accepted by us; or
- h. to such parties as may be permitted under Malaysian laws.

### 3. COLLECTION AND USE OF DATA

- a. User is not required to provide any information and/or data to the Company. However, through the use of the Site, the User acknowledges and agrees that information and/or data will be uploaded, provided and/or transferred onto the Platform whereby such information and/or data may include information and/or data collected by the User from third parties (“Data”). In relation to such Data, while the Company acknowledges that the User is the owner or have been given the license to use the Data, the User acknowledges, agrees and consents to the Company to use, copy, reproduce, process, adapt, modify, publish, transmit the Data in any way as the Company deem fit including but not limited to the following:-
  - i. providing User and/or authorised third parties with statistical information including but not limited to profiling of the Data. For the avoidance of doubt, such statistical information will not specifically identify the identity of the data owner;
  - ii. create analytics and reports for external parties, including partners, publishers, advertisers, apps, third-parties and the public regarding for any purpose whatsoever as may be required and/or necessary by the Company including but not limited to showing trends to partners regarding general preferences or the effectiveness of ads and information on user experiences. These analytics and reports may include aggregate or pseudonymized information;
  - iii. detect and defend against fraudulent, abusive, or unlawful activity;
  - iv. facilitate the use of the Services or access to the Platform, including responding to your queries, feedback, claims or disputes;

- v. compare information provided to us with third parties where necessary in order to verify the accuracy of such information;
  - vi. verify and carry out financial transactions in relation to payments made online;
  - vii. audit the downloading of data from the Platform;
  - viii. improve the layout or content of the pages of the Platform and customize them for users from time to time;
  - ix. identify visitors on the Platform;
  - x. transmission of marketing or promotional materials from time to time;
  - xi. conduct automated-decision making processes in accordance with any of these purposes;
  - xii. the Company may transfer or permit the transfer of the Data outside of Malaysia for any of the purposes set out herein and/or in the Privacy Policy; and
  - xiii. for analysis of products and services portfolio information, transaction pattern and behaviour, financial background and demographic data as required by the User and/or authorised third parties; and
  - xiv. for any other use whatsoever at the sole discretion and as reasonably deem fit by the Company.
- b. The Company or its authorised partners or affiliates may use cookies, web beacons, and other similar technologies for storing data to help provide the User with a better, faster, safer and personalized experience when the User uses the Services or access the Platform.
- c. For the avoidance of doubt, the Company warrants the following:-
- i. the Company will process the Data in accordance to the Privacy Policy adopted by the Company;
  - ii. the Company will not sell and/or disclose and/or release the Data to any third parties whatsoever; and
  - iii. all Data will be dealt with anonymously and strictly in a private and confidential manner.
- d. Notwithstanding Clauses 3 (c) above, the Company will disclose the Data under the following circumstances in accordance to the PDPA :-

- i. it is necessary for the purpose of preventing or detecting a crime, or for the purpose of investigations; and/or
- ii. required or authorized by or under any law or by the order of a court and/or fulfilling any legal or regulatory requirements and requests as deemed necessary by the Company.

#### **4. WITHDRAWAL OF CONSENT AND DELETION OR ANONYMISATION OF THE DATA**

4.1 The User has the right to the withdrawal of consent to the continued use or disclosure of the Data for any of the purposes and in the manner as stated above at any time, or request the deletion or anonymisation of the Data to the extent that such withdrawal does not conflict with any of the Company's legal obligations including but not limited to Clause 3 (d) above.

4.2 Should the User wish to withdraw consent, or request for deletion or anonymisation of the Data ("**Request**"), the User shall by way of written notice communicate the Request to the Company's customer support personnel at the contact details found in Clause 6 below.

4.3 Upon receiving the written Request from the User and subject to the User's identity being verified, the Company will process the Request and will thereafter cease to process the Data in the manner stated in Clause 3 above.

4.4 However, the User acknowledges and agrees that:-

- i. in the event the User communicates the User Request to the Company, the Company will not be able to provide the Services and the User will not be able to access to Platform; and
- ii. as such, the Company will not be liable for any and loss and damage whatsoever suffered by the User pursuant to Clause 4.4 (i) above.

#### **5. RIGHTS OF ACCESS AND CORRECTION**

You have the right to access and correct your personal data in accordance with the PDPA. In general, and subject to certain exemptions, you are entitled to:

- a. enquire whether we hold your personal data;
- b. request access to your personal data within a reasonable time, at a prescribed fee, in a reasonable manner and in a form that is intelligible;
- c. request the correction of your personal data; and

- d. be given reasons if a request for access or correction is refused, and object to any such refusal.

6. **ENQUIRIES & COMPLAINTS**

Any queries, requests, concerns or complaints regarding the use of your personal data, removal from any of the mailing lists or request access to and/or correct your personal data, or to any matter herein please contact us by clicking into the “Contact Us” icon on our webpage.

7. **CHANGES TO PRIVACY POLICY**

We reserve the right to change the contents of this privacy policy at any time via posting on our site. You are advised to periodically view our site for any updates or the most current version of our privacy policy. Your continued usage of our services or continued relationship with us shall be deemed as acceptance of any updates, revisions or amendments made to our privacy policy.