

## PRIVACY POLICY

### 1. INTRODUCTION

- 1.1. This Privacy Policy outlines how Sofax Sdn Bhd ("**Sofax**") collects, uses, and shares your personal data. "**Personal Data**" refers to any data related to an identified or identifiable individual or that is linked or linkable to them, no matter where the individual lives.
- 1.2. This Privacy Policy does not apply to how third parties handle your Personal Data.
- 1.3. This Privacy Policy does not supersede or replace any consents you may have previously or separately provided us concerning your Personal Data. Your consent to this Privacy Policy is in addition to any other rights we may have at law to collect, use, process, or disclose your Personal Data.
- 1.4. We reserve the right to amend, modify or revise this Privacy Policy at any time. The updated Privacy Policy will become effective once it is published on the SofaX Platform. By continuing to use the Services (defined below), you agree to any amendments, modifications or revisions to this Privacy Policy.

### 2. SUPPLY OF PERSONAL DATA

- 2.1. Unless otherwise provided in this Privacy Policy, we only collect Personal Data that you provide to us. If you do not want us to collect your Personal Data, please do not provide it to us, or use or access the SofaX Platform and/or Services (defined below). By using our Services, including but not limited to creating an account with us, accessing and using the website and mobile applications operated by us ("**SofaX Platform**"), submitting information to or communicating with us, and receiving personalised services, ("**Services**") you agree to this Privacy Policy and you consent to Sofax, its related corporations, and affiliates ("**us**", "**we**" or "**our**") collecting, using, processing, disclosing and sharing your Personal Data.
- 2.2. If you provide Personal Data of any third party to us, you represent and warrant that you have obtained the necessary consent, license and permission from that third party to share and transfer his/her Personal Data with and to us, and for us to handle that Personal Data in accordance with this Privacy Policy.
- 2.3. If you do not provide your consent or withdraw your consent to the collection, use, processing and disclosure of the Personal Data for any of the Purposes (defined below), we may not be able to provide you with our Services.

### 3. COLLECTION OF PERSONAL DATA

3.1. The Personal Data we collect from you may include, but is not limited to:

- (a) **Account Information**, such as SofaX identification, password and related account details, including electronic mail address, registered devices and account status;
- (b) **Device Information**, including data about your device or from which your device could be identified, such as the device serial number, internet protocol address, and browser type;
- (c) **Contact Information**, including name, telephone number, residential address, mailing address and electronic mail address;
- (d) **Payment Information**, including billing address, bank details and debit or credit card information;
- (e) **Transaction Information**, including data about your sales or purchases of products and services facilitated by SofaX, such as sales or purchases made through the SofaX Platform;
- (f) **Fraud Prevention Information**, including data to help identify and prevent fraud, such as a device trust score;
- (g) **Usage Data**, including data about your activity on and use of our Services, such as app launches within our SofaX Platform, browsing history, search history, product interaction, crash data, performance and other diagnostic data;
- (h) **Location Information**, including precise location;
- (i) **Financial Information**, including occupation, education, income, and assets information;
- (j) **Identity Information**, including date of birth, gender, sexual orientation, religion, race, and national registrar registration, social security, and passport or identification card number;
- (k) **Business Information**, if you are a business, including company name, business address, date of incorporation, company registration number, business licence, tax information, and shareholder and director information; or
- (l) **Other Information You Provide to Us**, such as any other data reasonably required for us to provide the Services to you, including

interactions with customer support and contacts through social media channels.

3.2. We may collect your Personal Data from various sources, including but not limited to:

- (a) **Your interactions with us and our Services**, such as registering for an account with SofaX ("**SofaX Account**"), selling or making a purchase through the SofaX Platform, downloading the SofaX mobile application ("**SofaX App**") or an update thereto, listing your products on the SofaX Platform, participating in our online survey or marketing campaigns, subscribing to our mailing list, making available your content on the SofaX Platform, or otherwise interacting with our Services or us and our representatives, physically or digitally;
- (b) **Interactions from other individuals relating to you**, such as an invitation from other individuals to you for the purpose of interacting with us or our Services, or other individuals sharing content on the SofaX Platform with you;
- (c) **Collection at your initiatives**, such as when you utilise your SofaX Reward Points with our partners; or
- (d) **Other third parties**, such as from complaints lodged against you by a third-party, being part of an affiliate marketing programme, from partnerships or our third-party service providers, including advertising partners, or when you register for a SofaX account with credentials from a third-party account.

3.3. By providing us with your Personal Data, you agree that the information provided is accurate, complete, and not misleading. We reserve the right to request additional documentation from you to verify the Personal Data provided.

3.4. If there are any errors, inaccuracies, or changes to the Personal Data you have provided us, please inform us as soon as possible.

#### **4. PURPOSES FOR THE COLLECTION, USE, PROCESSING AND DISCLOSURE OF YOUR PERSONAL DATA**

4.1. Your Personal Data may be used for purposes, including but not limited to ("**Purposes**"):

- (a) **Providing You with Our Services**, including improving the content, appearance, and utility of our Services, for internal purposes such as carrying out audits, research, or data analysis regarding the Services, developing the Services, administering updates to the SofaX App, allowing other users to interact with you and vice versa, troubleshooting,

and administering events, campaigns, contests, competitions, and awards;

- (b) **Processing Your Transactions**, whether for the sale or purchase of products or services, including responding, fulfilling, and dealing with a transaction for certain products and services, and evaluating your credit and risk profile and eligibility for credit products;
- (c) **Interacting with You**, including contacting you about your transactions or accounts, marketing our products and services to you, requesting information and feedback from you, and responding to your queries, requests or feedback;
- (d) **Security and Fraud Prevention**, including protecting us or others, such as preventing potentially illegal content (for example, child sexual exploitation materials) from being uploaded, preventing losses or fraud, such as by verifying your identity, and investigating any violations of our terms, fraud, unlawful activity, omission or misconduct;
- (e) **Personalising Our Services to You**, including understanding your needs and preferences, and providing advertisements, content, suggested connections, or features that match your profiles and activities, whether by us or other third parties;
- (f) **Complying with Laws**, including carrying out due diligence or other screening activities, complying with tax or reporting obligations, and adhering to any governmental requests;
- (g) **Our Business Operations**, including enforcing obligations owed to us, managing and developing our business operations, seeking professional advice, such as legal advice, on any matter relating to our business, and dealing with or facilitating a business asset transaction; or
- (h) **Other Purposes**, including any other reasonable purposes in connection with the provision of the Services or authorised by any applicable laws, such as selling Personal Data to interested third parties and storing, hosting, and backing up your Personal Data outside of your jurisdiction.

## **5. DISCLOSURE AND SHARING OF PERSONAL DATA**

5.1. Your Personal Data may be disclosed and shared with parties located in Malaysia or elsewhere, for the Purposes stated in Clause 4 herein. You consent to the transfer of your Personal Data to these parties, which include but are not limited to:

- (a) **Related Parties of SofaX**, including:

- (i) our directors, officers, employees, representatives, agents or delegates;
  - (ii) our shareholders or related corporations, and any of their successors or assigns, and their directors, officers, employees, representatives, agents or delegates;
  - (iii) our professional advisers, consultants and auditors;
- (b) **Users of our Services (“Users”)**;
- (c) **Third Party Providers**, including service providers, agents, contractors, sub-contractors, delegates, suppliers, or third parties that we may appoint from time to time to provide us with services in connection with the Services that we offer to you, and their directors, officers, employees, representatives, agents or delegates;
- (d) **Partners**, including partner merchants, affiliates or publishers as part of the affiliate marketing programme, anyone who takes over or may take over all or part of our rights or obligations under any agreement we have with you or anyone (or any part thereof) that is transferred to or may be transferred to;
- (e) **Governmental or Regulatory Authorities**, including any other person, body, governmental or regulatory authority of any applicable laws or order, direction or regulation of any regulatory or appropriate authorities; and
- (f) **Others**, such as any person as requested by you, with your consent, where there is a lawful basis for us to do so, as required by applicable laws, if we determine that the disclosure is reasonably necessary to enforce our terms and conditions or to protect our operations or Users, or in the event of a reorganisation, merger, or sale.
- 5.2. If you, including any of your directors, officers, employees, representatives, agents, or delegates, or any other person acting for you or on your behalf, are in possession of another User’s Personal Data through the use of the Services, you hereby agree that you:
- (a) shall comply with all applicable privacy laws with respect to any such Personal Data;
  - (b) shall allow us or the User whose Personal Data that you have collected (“**Disclosing Party**”) to remove such Personal Data collected by you from your database;
  - (c) shall allow us or the Disclosing Party to review what information has been collected about them by you; and
  - (d) in respect of any User’s Personal Data provided by us:

- (i) are not permitted to use such User's Personal Data without the Users' and our prior written consent, except as reasonably necessary to respond to the Users' inquiries and to carry out, respond to, process, deal with, or complete a transaction;
- (ii) should not contact Users using such Personal Data outside of the SofaX Platform;
- (iii) are not permitted to disclose such User's Personal Data to any unauthorised third parties without the User's and our prior written consent;
- (iv) shall employ sufficient security measures to protect each User's Personal Data in your possession, retain such data only for as long as necessary for the purposes above and in accordance with the privacy laws, and to delete or return such data to us upon any request from us or as soon as reasonably possible upon completion of the transaction; and
- (v) shall inform our Personal Data Protection Officer at [appsupport@sofax.com](mailto:appsupport@sofax.com) in the event of any potential data breach or other loss of such User's Personal Data.

## **6. RETENTION OF PERSONAL DATA**

6.1. Your Personal Data will be retained for as long as necessary for the Purposes for which it was collected, or as required or permitted by laws.

## **7. WITHDRAWAL, ACCESS, AND CORRECTION OF YOUR PERSONAL DATA**

7.1. At any time, you may contact us at [appsupport@sofax.com](mailto:appsupport@sofax.com) if you wish to:

- (a) withdraw your consent to the use of your Personal Data;
- (b) obtain access to your Personal Data;
- (c) make corrections to your Personal Data;
- (d) delete your Personal Data; or
- (e) make any inquiries or raise any concerns about our handling of your Personal Data.

7.2. We reserve the right to charge a reasonable administrative fee for processing your request to access your Personal Data. In such an event, we will provide you with a quote of the administrative fee and proceed with your request only after receiving the payment for such a fee from you.

7.3. If you withdraw your consent to any or all use of your Personal Data, we may not be able to continue to providing Services to you or administering any contractual relationship with you. This may result in the termination of any

agreements with us, and we reserve our legal rights and remedies in respect of your breach of contractual obligations or undertakings.

## **8. PERSONAL DATA OF MINORS**

- 8.1. Our Services are not intended for minors. By using our Services, you warrant that you are of the age of majority and able to understand and consent to this Privacy Policy.
- 8.2. If you are a minor, you shall only use our Services under the presence of your parents and legal guardians. As the parents or legal guardian of the minor, you hereby consent to the collection, use, processing, disclosure and sharing of the minor's Personal Data and agree to this Privacy Policy on behalf of the minor.

## **9. THIRD-PARTY SITES**

- 9.1. Our Services may contain links to other websites operated by third parties, such as our business affiliates, merchants, or payment gateways ("**Third-Party Sites**"). Even if the third party is affiliated with us, we have no control over these Third-Party Sites. These Third-Party Sites are merely linked for your convenience, and you will access them at your own risk.
- 9.2. We do not guarantee the security of Personal Data and other information that you provide on these Third-Party Sites. We are not responsible or liable for the privacy and data collection practices of these Third-Party Sites.

## **10. USE OF COOKIES AND OTHER TECHNOLOGIES**

- 10.1. Our Services may use cookies and other technologies, such as web beacons and analytics programs like Google Analytics, to provide you with a personalised and improved experience using our Services:
  - (a) Cookies are small text files placed on your computer, system or mobile device when you visit a website or use an app. Cookies help us measure the effectiveness of advertisements and web searches, as well as gain insights into your behaviour, such as tracking your use of our Services and compiling statistics about activities carried out on our Services. With cookies, we are better able to understand you and your visit to the SofaX Platform, including your internet protocol address, how you arrived at the website and how you interact with the SofaX Platform;
  - (b) Web beacons are an invisible tags placed on certain pages of our Services but not on your computer. They are usually used in conjunction with cookies. Pixel tags allow us to track the number of views on a page and monitor the behaviour of users visiting the website or app; and

- (c) Analytics programmes collect your information for reports, such as impression reporting, demographic reporting, interest reporting, and to assist with tailoring our online advertising.
- 10.2. We may include a click-through uniform resource locator (“**URL**”) that links you to another webpage in some of our electronic mail or message sent to you. These URLs will pass through a separate server before arriving at the destination webpage. We track this click-through to help us determine interest in particular topics and measure whether we are communicating with you effectively. If you prefer not to be tracked in this way, you should not click the URLs.
- 10.3. You may restrict or block the use of cookies, which will, in turn, disable the pixel tags, on your devices. You may also remove cookies stored from your devices. However, if you do block cookies and pixel tags, you may not be able to use the full functionality of our Services.

## **11. SAFEGUARDS**

- 11.1. We have various security procedures, rules, and technical measures in place to protect your Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction. Your Personal Data is stored and backed up in secured locations and only accessible by a limited number of authorised employees and service providers. However, we cannot guarantee that any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration, or destruction of your Personal Data will not occur. We are not responsible for such loss, misuse, modification, unauthorised or accidental access or disclosure, alteration, or destruction of your Personal Data, except as provided in this Privacy Policy.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1. This Privacy Policy shall be governed by and construed in accordance with the laws of Malaysia, without regard to the conflict of laws principles. Any dispute, controversy, or claim arising out of or relating to this Privacy Policy shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre (“**AIAC**”) located in Kuala Lumpur in accordance with the Arbitration Rules of the AIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Kuala Lumpur, Malaysia. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be in English.