

PRIVACY NOTICE

1. Introduction

- 1.1 Star Activation Sdn. Bhd. (Registration No. 202201045447 (1491144-A)) ("**Star Activation**"). together with its subsidiaries, affiliates, related and associated companies (collectively the "**Group**" and any reference to "**we**", "**us**" or "**our**" shall include any member of the Group) respects and is committed to the protection of your personal data and your privacy. This Personal Data Protection Notice ("**Privacy Notice**") explains how we collect, record, hold, store, use, disclose and handle your personal data provided in the course of the use of our website and/or application, and such functionalities, services, or features offered in connection thereof (collectively, the "**Platform**"), or in connection with your dealings with, though, or on the same. in accordance with the Personal Data Protection Act 2010 (as may be amended from time to time, hereinafter referred to as the "**PDPA**").
- 1.2 This Privacy Notice applies to the provision of Services (as hereinafter defined) by the Group and to all individuals and entities ("**you**", "**your**" and "**yourself**") who access, use and/or interact with Star Activation on the Platform (as hereinafter defined).
- 1.3 For the avoidance of doubt, this Privacy Notice is applicable only if you are an individual. Where you are a corporate entity or organisation, to the extent that you have provided or will provide personal data about your directors, shareholders, partners, office bearers, employees, authorised representatives, agents, contractors, dealers, clients, customers, and/or other individuals, you hereby confirm that you have explained or will explain to them that their personal data will provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing, disclosure and transfer of their personal data in accordance with this Privacy Notice.
- 1.4 By continuing to access and use our products, Services and/or Platform, you are deemed to have read, understood and consented to be bound by this Privacy Notice, including the collection, use, access, transfer, storage and processing of your personal data described in this Privacy Notice. Please note that Star Activation may amend this Privacy Notice at any time without prior notice and will notify you of any such amendment via our website or by such other means of communication as deemed suitable by Star Activation. We encourage you to regularly check our Platform for any updates or changes to this Privacy Notice.

2. Definitions

"Services"

means the provision of internet-based services offered by Star Activation, including but not limited to software development specializing in data analysis, training programs to enhance operational knowledge, and any additional services or products introduced by Star Activation on its platform from time to time. For the avoidance of doubt, the Services as defined herein expressly exclude any investment advice, financial consultancy, or activities related thereto.

"user"

means the person who accesses, uses or subscribes to the Services and/or the Platform, and, if authorized and applicable, the entity on whose behalf any person

accesses, uses or subscribes to the Services and/or the Platform.

3. Personal data that we collect from you and how we collect it

3.1 Personal data refers to all information that relates directly or indirectly to you and/or your transactions with us, including any sensitive personal data and expression of opinion about you. Sensitive personal data refers to any personal data as to your physical or mental health or condition, your political opinions, your biometric data, your religious beliefs or other beliefs of a similar nature, the commission or alleged commission by you of any offence or any other personal data as may be determined by law from time to time.

3.2 The personal data collected by us may include but not limited to the following:

(a) Information you provide to us during the provision of the Services through using the Platform or through another remote channel or sent to us physically

- (i) personal information including your name, identification documents, profile picture, photos or avatar, gender, age, ethnicity, marital status, educational level, employment history, interests, hobbies, precise location-based information, e-mail and mailing addresses, credit and references check, income, phone numbers, device ID numbers, images, and any other information you directly give us through the Platform (including, but not limited to messages that you send through the Platform) or when subscribing for any of our Services;
- (ii) specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations;
- (iii) information that is required to give you access to a specific account profile including but not limited to, your login ID/email address, screen name, password in unrecoverable form, and/or security question and answer;
- (iv) personal information to establish your financial standing, employment details, creditworthiness and/or suitability for any of our Services applied for (if required);
- (v) personal information that we need in order to fulfil an order, or that you use to make a purchase, such as your debit card or credit card details (cardholder name, card number, expiration date, etc.) or other forms of payment (if such are made available);
- (vi) personal information that you provide when you apply for any of our Services, including your views or opinions made known to us via feedback or surveys;
- (vii) information relating to your activities, transaction habits, and preferences arising from your use of our Services, our partners or vendors;
- (viii) information about your interactions on the Platform including your engagement with us for any Services;
- (ix) any content that you create and then share with us by uploading it to one of our platforms, facilities and/or websites including but not limited to photos, videos, or other media or content;
- (x) information such as files and messages that you store using the Platform;
- (xi) other electronic data or information relating to you such as IP addresses, cookies, activity logs, online identifiers and location data through your usage of our products and services or as part of their delivery to you.

(b) Information collected by technology via the Platform

- (i) Information from you, including your web browser type, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, user profiles, and/or a date/time stamp for your visit, and, with respect to your mobile phone, the unique device identifier.
 - (ii) Information from third party service providers, with your consent, which may include your profile content or other types of personally identifiable information.
 - (iii) Cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and viewed. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on the Platform. Persistent Cookies can be removed by following web browser's directions.
 - (iv) Information from corresponding technologies used in connection with mobile phones, including your device identifier, to record date, time, search and viewing information related to your mobile phone.
 - (v) Information about how you use and interact with the Platform and the services via third party analytics services which may use Cookies to gather information such as the pages you visited, your IP address, a date/time stamp for your visit and the sites that redirected you to the Platform;
- (c) Information from third parties or other sources which you have given your consent to disclose information relating to you and/or where not otherwise restricted.**

3.3 We may obtain your personal data when you utilize any of our Services, and from a variety of sources, including but not limited to:

- (a) through your relationship with us, for e.g. the information provided by you in the application forms, when signing up for our Services, when taking part in customer surveys, competitions and promotions, and/or during financial reviews;
- (b) through your verbal and written communications with us and/or our authorised agents;
- (c) from third parties connected with you, such as employees, guarantors, security providers, partners, directors, shareholders, subject to your prior consents;
- (d) from any credit reporting agencies, credit reference agencies and government agencies, or information obtained from any publicly available sources, directories, or registries (such as, but not limited to, the Malaysian Insolvency Department and the Companies Commission Malaysia);
- (e) your voice recording when telephone calls are made or biometric data (for example, thumbprint) when you use our facilities, platforms and/or devices;
- (f) from an analysis of the way you use and manage your account(s) with us, from the transactions you make and from the payments which are made to/from your account(s); and/or
- (g) from such other sources in respect of which you have given your consent to the disclosure of information relating to you and/or where otherwise not restricted.

4. Our use of information collected from you

4.1 Your personal data is collected and further processed by the Group as required or permitted by law and to give effect to your requested commercial transaction, including the following: -

- (a) to assess and process your request for our Services and Platform;
- (b) to establish your identity and background;
- (c) to ensure you have an efficient, smooth and customised experience while using our Platform and Services;
- (d) to build features that will ensure our Services are easier to use and to provide you with more personal experience, by improving functionality and user friendliness;
- (e) to deliver information to you that, in some cases, are targeted to your interests, such as new related services and promotions;
- (f) to verify your financial standing;
- (g) to conduct credit checks and obtaining or providing trade references;
- (h) to facilitate the creation of and secure your account opening with us for the Services as well as to manage and maintain your account;
- (i) to better manage our business and your relationship with us;
- (j) to better understand your current and future operational needs and your financial situation;
- (k) to improve our products and services and to test, research, analyse and develop new products/ new features of products and/or services;
- (l) to respond to your enquiries and complaints and to generally resolve disputes;
- (m) to update, consolidate and improve the accuracy of our records;
- (n) for internal investigations, compliance, audit or security purposes including without limitation for crime detection, prevention and prosecution;
- (o) to detect and prevent fraudulent activity;
- (p) to collect any debt due or owing to us and enforce your obligations to us;
- (q) for our day-to-day operations and administrative purposes including account management, billing and collection, audits, reporting and investigations;
- (r) to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
- (s) to conduct research for analytical purposes including but not limited to data mining and analysis of your transactions with us;
- (t) to transfer or assign our rights, interests and obligations under any of your agreements with us;
- (u) to protect or enforce our rights to recover any debt owing to us;
- (v) to conduct anti-money laundering checks; for crime detection, investigation, prevention and prosecution;
- (w) to comply with any sanction or law enforcement requirements in the conduct of its business including to meet any disclosure requirements of any law binding upon the Group;
- (x) for enabling us to perform our obligations and enforce our rights under any agreements or documents that we are a party to;
- (y) to verify the identity of users and detect, prevent, and manage fraud or other illegal activities associated with vehicle ownerships;
- (z) for the Group's internal records management;
- (aa) to enforce and/or defend any of our rights;
- (ab) for any other purpose that is required or permitted by any law, regulations, guidelines and/or the order of any court and/or relevant regulatory authorities;

- (ac) for all other purposes in relation to or incidental to the above and provision of the Services.

5. Our Disclosure of Your Personal Information

5.1 Subject to the provisions of any applicable law, you hereby acknowledge and agree that, in connection with providing you with the Services, your personal information may be disclosed to the following parties (whether located within or outside of Malaysia): -

- (a) other companies within the Group;
- (b) personnel, employees, agents, advisers, auditors, contractors and service providers to the extent reasonably necessary for the provision and maintenance of the Services or in connection with any of our operations;
- (c) any person, companies and/or organisations that act as our agents, vendors, consultants, contractor, affiliates, merchant, and strategic/business partners, lawyers, auctioneers, valuers, and/or professional advisers (including their sub-agents, sub-contractors, affiliates, service providers, professional advisors), and the employees, directors and officers of all the parties mentioned above, whether in or outside Malaysia;
- (d) companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions that you have requested;
- (e) any person, companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions and providing you with the Services that you have requested or subscribed for;
- (f) other banks and/or financial institutions, credit reference agencies, credit reporting agencies registered under the Credit Reporting Agencies Act 2010 or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries), any authority, central depository or depository agent in relation to the securities industry; the police; any other governmental or regulatory and authority or body, Cagamas Berhad and/or Credit Guarantee Corporation Berhad, any insolvency department and our appointed debt recovery agents;
- (g) any other person under a duty of confidentiality to us which has undertaken to keep such information confidential;
- (h) any trustees, beneficiaries, administrators or executors;
- (i) any actual or proposed assignee or transferee of all or any part of our rights or obligations under any transaction between us and you;
- (j) your advisers (including but not limited to accountants, auditors, lawyers, financial advisers or other professional advisers) where authorised by you;
- (k) any other person notified by you as authorised to give instructions or to use the account(s)/facility(ies) or products or services on your behalf;
- (l) any financial institutions, merchants, card scheme operators, electronic-wallet (e-wallet) operators or payment service providers and their networks (including but not limited to VISA International Services Association, MasterCard International Incorporated, Alipay and their affiliates or members, both local and abroad) in relation to any credit card, debit card, e-wallet issued to you or for the remittance, payment or settlement transaction or service utilised by you;

- (m) your intermediaries, correspondent and agent bank, clearing houses, clearing or settlement systems, market counterparties and any company you carry out transaction services through us;
- (n) any law enforcement, government, courts, dispute resolution bodies and regulatory bodies including Bank Negara Malaysia and their appointed personnel or party;
- (o) any person connected to the enforcement or preservation of any of our rights under your agreement(s) with us, subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to the Star Activation (whether in or outside Malaysia); and/or
- (p) any other party to whom you authorise us to disclose your personal data.

5.2 Further, we are permitted to disclose your personal information to third party (within and outside Malaysia) in certain circumstances specified below: -

- (a) to comply with requirements of the government, law enforcement agency, any authorities to whom Star Activation is subject to or any orders of court;
- (b) as is necessary or relevant in relation to any legal process;
- (c) if required or authorised by law; and/or
- (d) for investigation of fraud, intellectual property infringements, data breach or other activity that is illegal or may expose us to legal liability.

5.3 Any personal data may be transferred to any place outside of Malaysia only if the data subject has given their consent to the transfer, or if the transfer is necessary for the performance of a contract between the data subject and the data user. Additionally, the transfer may occur if it is essential for the conclusion or performance of a contract between the data user and a third party, either at the request of the data subject or in the interest of the data subject.

6. Retention of Your Personal Information

We shall be entitled to retain all data and information supplied by you in compliance with this Notice and/or the terms and conditions of your agreements for the use and access of the Platform and Services, for the duration of your relationship with us and for such period as may be necessary to protect our interests as may be deemed necessary, where otherwise required by the law or relevant regulation and where required by Star Activation relevant policies.

7. Security of Your Personal Information

We implement, employ and maintain security measures to prevent unauthorized or accidental access to or destruction, loss, modification, use or disclose of personal data. However, you agree and acknowledge that there is no data transmission over the internet can be guaranteed to be completely secure. Despite the foregoing commitment to you, we cannot guarantee or warrant the security of any information you transmit to us, or to or from our Platform. All such transmission of information is carried out at your own risk.

8. What If Personal Data Provided By You Is Incomplete?

Where required (e.g. in an application form), you are obligated to provide us with accurate, complete, not misleading personal information to enable the processing of

your application for the Services. Should you decline to provide such mandatory personal information, we may not be able to process your application/request or fulfil your request for the Services. You are also required to promptly update us of any changes to your personal information, including any changes in shareholders and directors (for entities), recorded with us.

9. Cookies

- 9.1 We may collect information about your visits to the Platform without you actively submitting such information. We or our authorised service providers may use cookies, web beacons, and other similar technologies for collecting and storing information. Cookies are small text files that are transferred to your computer's hard disk by a website. Web beacons (also referred to as GIF files, pixels or Internet tags) help the Group recognise a unique cookie on your browser. Your internet browser automatically transmits to the Group some of this unidentifiable information, such as the URL of the web site you just visited and the browser version your computer is operating.
- 9.2 Passive information collection technologies can make your use of the Platform easier by allowing the Group to provide better service, customise the Platform based on consumer preferences, compile statistics, analyse trends, and otherwise administer and improve the Platform. You may set your browser to block all cookies, including cookies associated with the services on the Platform, or to indicate when a cookie is being set by us. However, certain features of the Platform may not work without use of passive information collection technologies. Information collected by these technologies cannot be used to identify you without additional identifiable information and the Group will not collect additional identifiable information with information collected through the use of such tracking technologies.
- 9.3 Like many web site operators, we also use the independent companies to measure and analyse the internet usage across the Platform. This aggregate, non-personal data is collected by such independent companies provided to us to assist in analysing the usage of the Platform.
- 9.4 We also collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. We collect and manage IP addresses as part of the service of providing internet session management and for security purposes.

10. Third-Party Sites

Our Platform may contain links to other websites or applications operated by third parties, including for example our business partners ("**Third-Party Sites**"). We are not responsible for the data protection practices of Third-Party Sites that are linked to our Platform. We encourage you to learn about the data protection practices of such Third-Party Sites. Some of these Third-Party Sites may be co-branded with our logo or trademark, even though they are not controlled, operated or maintained by us. Once you have left our Platform, you should check the applicable privacy policy of the Third-Party Sites to determine how they will handle any information they collect from you.

11. Your Rights To Access And Correct Your Personal Information

11.1 You shall provide and maintain accurate, complete and current data required to register with us. You represent and warrant that all information furnished to us from time to time is correct, validly issued and legally binding on you.

11.2 You may request for access, correct or remove your personal data held by us subject always to certain exemptions and payment of the prescribed fee, by submitting a request to us via one of the following methods:

Data Protection Officer (“DPO”)

Star Activation Sdn. Bhd.

Address: D-35-02, Menara Suezcap, Bangsar South, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur

Contact No.: [03-6416 4667](tel:03-64164667)

Email address: support@staractivation.com

11.3 To protect your privacy and security, we may request additional information and/or supporting documents from you before making the correction. We may withhold the correction request in such case where we are unable to confirm your identity. Upon receipt of your request and supporting documents for correction of your personal data, we will take reasonable steps to rectify the personal data which is inaccurate, incomplete and not up-to-date unless we consider there are justifications for refusing to comply with your request.

11.4 You will be liable for any loss that results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud. Where you fail to inform of any change in its address, we shall be discharged from all liabilities upon sending of any notice or document to the last known address.

11.5 In the event you may need to provide us with personal data relating to third parties (e.g. spouse or where you are the designated person in charge (from an organisation or company) for dealing with us, if you are acquiring and are responsible for a service and/or product that they will use), you confirm that you have obtained their consent or otherwise entitled to provide their personal data to us and for us to use accordingly, and have informed them to read this Privacy Notice. It is our assumption that such information is accurate, up to date and complete.

11.6 We reserve the right at any time to satisfy ourselves as to your identity and personal details provided including for the purposes of preventing fraud and/or money laundering and pending verification, we may withhold your access to your personal data. In addition, at the time of your application or at any time in the future, you authorise us to perform identity verification checks directly or using relevant third parties.

11.7 We aim to maintain and protect the information from accidental or malicious destruction. Because of this, after you correct, change or update information, we may not immediately delete residual copies from our active servers and may not remove information from our systems.

12. Request to Withdraw Consent

- 12.1 You have the right, to withdraw your consent for the collection, use and/or disclosure of your personal data in our possession or under our control for any or all the purposes listed above by submitting your request in writing to our DPO via one of the methods provided in Clause 11.2 above.
- 12.2 Upon receipt of your written request to withdraw your consent, we may require 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 us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. Therefore, you may still receive communication during this period.
- 12.3 If you withdraw your consent to any or all use of your personal data, depending on the nature of your request, Star Activation may not be in a position to continue to provide its Services to you, or administer any contractual relationship in place, which in turn may also result in the termination of any agreements with Star Activation, and your being in breach of your contractual obligations or undertakings. Star Activation's legal rights and remedies in such event are expressly reserved.
- 12.4 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.

13. General Practices Regarding Use and Storage

- 13.1 You acknowledge that Star Activation may in its sole discretion establish general practices and limits concerning use of the Platform and Services, including without limitation the manner in which the Platform and Services may be used. You acknowledge that Star Activation reserves the right to terminate, suspend and/or delete accounts that are inactive for an extended period of time. You further acknowledge that Star Activation reserves the right to modify these general practices and limits at any time, in its sole discretion, with or without notice, and you agree that your continued use of the Platform and Services after such modification will constitute your acceptance of an agreement to be bound by the modified general practices and limits.
- 13.2 Please take note that certain communications contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of your account(s) with us, and/or additional costs to you.

14. Updates to This Privacy Notice

- 14.1 We reserve the right at any time and at its sole discretion to revise, change, alter or vary the contents of the Platform and/or terms and conditions of use and/or the Privacy Notice as herein contained. The continued use of the Platform and/or our Services following any such revision, change, alteration of variation shall constitute the acceptance of, and agreement to be bound by such revision, changes, alteration and/or variation.
- 14.2 Should you have any query in relation to this Privacy Notice or how we handle your personal information, kindly contact us via one of the methods provided in Clause 11.2 above.

15. Inconsistency

This Privacy Notice is issued in the English and Bahasa Malaysia languages. In the event of any inconsistencies between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail.

