

# Privacy Policy

**Southern Auto Capital Sdn. Bhd. (Company No.: 202101014579 [1414879-K]), (“SAC”)**, one of the subsidiaries of PCCS Group Berhad, respects your rights concerning your personal data when you communicate with us.

SAC has developed this Privacy Policy to inform you how SAC collect, stores, uses, shares, processes and protects personal data when individuals use SAC services, SAC App or SAC portal (“Portal”). It also tells such individuals can access and update their personal data and make certain choices about how personal data is used.

By using SAC App and/or SAC Portal or by otherwise giving SAC your personal data, you are accepting the practices described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not use SAC services, App and/or Portal, or give us any of your personal data.

## 1. Collection of Personal Data

In the course of your dealings with SAC, we will request that you provide data about yourself or any other person (“Personal Data”) for the purpose(s) stated in this Privacy Policy. SAC collect only personally identifiable information that is specifically and voluntarily provided by you.

## 2. Personal Data

In the course of your communicating with SAC or by continuing to use SAC services, App and/or Portal, SAC may collect data which include but not limited to your name, date of birth, NRIC number, passport number, home or mailing address, phone number, email address, bank account details, gender, race, nationality, occupation, marital status, financial information such as your income or income tax particulars, credit history, Internet Protocol (IP) address, geolocation information, website or mobile application usage information, information collected through the use of cookies, preferences such as preferred mode of communication and other information permitted by applicable law.

If you provide SAC Personal Data about another person, you confirm that the other person has appointed you to act on his/her behalf and has agreed that you can:-

- a. give consent on his/her behalf to the processing of his/her Personal Data;
- b. receive on his/her behalf any data protection notices; and
- c. warrant that you have obtained his/her consent for SAC to store his/her Personal Data or have the right to allow SAC to process his/her Personal Data.

## 3. Cookies Policy

Cookies (small text files placed on your device) and similar technologies may be used on some pages of SAC Portal to enable SAC to streamline your experience of using SAC App and/or Portal, to enable effective provision of SAC services, and to help collect usage and performance data. Cookies allow SAC to help SAC recognise when you return, store your preferences and settings, enable you to sign-in, combat fraud, and analyse how our App and/or Portal are performing.

If you access SAC App and/or Portal with your login credentials with a social media account (e.g. Facebook or Twitter), or if you otherwise agree to associate your user account on SAC App and/or Portal with a social media account SAC may receive Personal Data about you from

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such social media site under the terms of use and privacy notice of the social media site. This is to enable SAC to establish your user account and/or tailor SAC services to you. SAC may add this data to the data SAC have already collected from you via other aspects of SAC App and/or Portal. You are also subject to the social media site's terms of use and privacy policy.

You may choose to accept or decline cookies including cookies associated with SAC App and/or Portal or to indicate when a cookie is being set by SAC. In most cases, you may decline a cookie and still fully navigate SAC App and/or Portal, however other functionality in SAC APP and/or Portal may be impaired. After termination of the visit to SAC App and/or Portal, you can always delete the cookie from your system if you wish.

## 4. Source of Personal Data

The Personal Data collected, used and processed by SAC are sourced from wholly legitimate and transparent means including but not limited to:-

- a. agreements and/or contracts for SAC services;
- b. any emails or correspondences that SAC have received from you requesting for information or making any inquiries;
- c. any application or forms that you have submitted on SAC Portal or any websites and/or mobile applications utilised by SAC;
- d. any documents that were submitted to SAC for processing;
- e. information in electronic or non-electronic form that were given to SAC employees, agents or associates;
- f. SAC analysis of your transactions (e.g. payment history, loan or deposit balances, credit or debit card purchases);
- g. customer surveys or promotional events; and
- h. authorised third parties, including but not limited to credit reference agencies, regulatory and enforcement agencies, employers, joint account holders, guarantors, and legal representatives.

At no time will any of the Personal Data be purchased by SAC or in any way commercially acquired through the purchase or trading of illegitimate and illegal personal databases or lists.

## 5. Purpose of Collection of Personal Data

SAC may collect, use and process the Personal Data which shall include but not limited to the following purposes:-

- a. to assess and process your application for SAC services;
- b. to verify your financial standing through credit reference checks;
- c. to manage and maintain your account and facility;
- d. to deliver notices, services and the marketing of such services whether present or future, to you;
- e. for you to enter into the necessary agreement and/or contract to engage SAC services;
- f. to maintain and upkeep customer or company records and development in the ordinary course of business;
- g. those purposes specifically provided for in any particular service offered by SAC;
- h. to administer and give effect to the commercial transaction and the management and/or enforcement thereof, and to contact and communicate with you;
- i. to be used in, to provide and/or to improve SAC services, market surveys, processing invoices and payment and client profiling activities regarding SAC services;

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- j. for the preparation and execution of all necessary documents, agreements and/or contracts for SAC services;
- k. for enforcement against your obligation, including but not limited to the collection of amounts outstanding;
- l. for SAC internal record keeping;
- m. for internal functions such as evaluating the effectiveness of marketing, market research, statistical analysis and modeling, reporting, audit and risk management;
- n. for prevention and detection of crime (including but not limited to fraud and money laundering);
- o. to meet any legal or regulatory requirements relating to all the commercial transactions, our conduct of the business or activities or our provision of services, and to make disclosure under the requirements of any applicable law, regulation, direction, court order, by laws, guideline, circular, code applicable to us or any member of SAC related of companies from time to time;
- p. to enable SAC to send you information by email, regular postal mail, and telecommunication means about SAC services, upcoming events, promotions, advertising, marketing and commercial materials offered by SAC that we think may interest you;
- q. to maintain SAC operations or client relationship management systems;
- r. to respond to your enquiries and complaints and to resolve disputes;
- s. to track your location to protect or enforce SAC rights under your agreement with SAC, including to recover any debt owing; and
- t. for general operation and maintenance of SAC services, App and/or portal.

## 6. Disclosure

In order for SAC to fulfill the purposes listed above in Section 5, the Personal Data may be disclosed to the following, but not limited to, classes of parties:-

- a. any persons, government agencies, statutory authorities and/or industry regulators whom SAC are compelled or required to do so pursuant to any law, or if SAC have good faith belief that such disclosure is necessary to protect and/or defend SAC rights and interests or in connection with an investigation of fraud, infringement, piracy, tax avoidance and evasion or other unlawful activity;
- b. any of SAC holding, subsidiary or related companies, including those incorporated in the future, and/or any member of SAC group of companies;
- c. SAC business partners and affiliates that provide related services or products in connection with SAC business;
- d. SAC auditors, consultants, lawyers, accountants or other financial or professional advisers appointed in connection with SAC business;
- e. SAC third-party service providers, third-party management companies, subcontractors or other parties as may be deemed necessary by us to facilitate your dealings with SAC;
- f. third parties (including those overseas) who provide data processing services; and
- g. any person who is under a duty of confidentiality to which he/she has undertaken to keep such data confidential which we have engaged to fulfill our obligations to you.

Third parties are legally tasked with processing the Personal Data in line with the principles specified by SAC. Third parties are also held legally responsible for securing Personal Data at an appropriate level of security in relation to applicable data protection laws and widely accepted industry standards.

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If SAC or SAC business is acquired by another entity or merged with another entity, the Personal Data may be transferred to such entity as part of the merger or acquisition.

## 7. Choices to Limit Processing of Personal Data

You have the right to limit in part or wholly any of the processes by which your data is subjected to in terms of the operations allowed to be performed upon it, the period allowed or alternatively, the deadline of the consent given.

The responsibility for compliance rests with SAC, who determines the purposes and means of processing of the Personal Data.

You shall notify SAC in writing to request the Personal Data to be retained by SAC so long as it is necessary for the fulfilment of the purposes for which it was collected only or inform SAC of your objection to the use of the Personal Data for marketing purposes after that SAC will not use the Personal Data for such purpose. You may withdraw, in full or in part, your consent given previously at any time, in person at our corporate office located at the address listed in Section 16 below. Your withdrawal in each case is subject to any applicable legal restrictions, contractual conditions and a reasonable period. Your withdrawal may also be subject to whether it would affect the operation of our business.

## 8. Protection of Personal Data

SAC ensure that all appropriate confidentiality obligations and technical and organisational security measures are in place to protect the confidentiality and security of the Personal Data collected through the various methods described in this Privacy Policy to prevent any unauthorised access, unauthorised or unlawful disclosure or processing of such information and data and the accidental loss or destruction of or damage to such information and data. These efforts include but are not limited to:-

- a. storing the Personal Data in systems that are protected by secure networks and secure operating environments that are not available to the public and that are only accessible by SAC employees to perform their official duties, and authorised third parties who are contractually bound to take reasonable measures to keep the Personal Data secure; and
- b. verifying the identities of registered users before they can access the Personal Data we maintain about them.
- c. Compliance with these provisions will be required by all authorised third parties who may access the Personal Data as described in Section 6 above.

## 9. Consequences of Refusal/Failure to Provide Personal Data

Unless stated otherwise, the Personal Data provided to SAC are wholly voluntary and you are not under any obligation or duress to do so. However, in some circumstances, if you fail to provide such data SAC may not be able to provide you with SAC services.

The failure to provide the Personal Data may result in the following circumstances which SAC shall not be held liable for any of the consequences arising therefrom:-

- a. the inability of parties to formalise any agreement and/or contract in relation to the provision of SAC services;
- b. the inability for SAC to provide you with the notices or services requested by you;

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- c. the inability for SAC to update you with the latest services;
- d. the inability to complete commercial transactions to our services; and
- e. the inability to comply with any applicable law, regulation, direction, court order, by laws, guidelines and/or codes applicable to SAC.

## 10. Rights under the Act

In respect of the Personal Data which you have submitted to SAC, you have the right to:-

- a. request for access to the Personal Data in SAC records;
- b. request to correct the Personal Data in SAC records in the event the information is inaccurate, misleading, out-of-date or incomplete upon validation and verification of the new data provided;
- c. request to cease processing the Personal Data for the purposes of marketing;
- d. request to limit processing of the Personal Data or personal data of another person who may be identified from your personal data; and
- e. withdraw your consent for SAC to continue processing the Personal Data.

In respect of Sections 9(a), (b) and (c), such requests must be made in writing and supported with submission of the relevant documents as required by SAC in person from time to time to SAC office located at the address listed in Section 16 below. SAC will only make appropriate corrections based on the updated information provided by you. When requested and practical, SAC will delete identifying information from current operation systems. Your request may also be subject to payment of a fee under applicable legal requirements.

## 11. Editing or Deleting Personal Data

You may edit the information stored for your user account information during registration at any time through your user account control panel. You may request for deletion of the Personal Data by SAC, and SAC will use commercially reasonable efforts to honour your request. However, please note that SAC may be required to keep such information and not delete it (or to keep this information for a certain time, in which case SAC will comply with your deletion request only after SAC have fulfilled such requirements). When SAC delete any information, it will be deleted from the active database but may remain in SAC archives. We may also retain your information for fraud or similar purposes.

## 12. Retention of Personal Data

The Personal Data you submit to SAC will only be retained for as long as is required for the purposes for which it was collected or as required by law.

## 13. Opting out and Unsubscribe

You will be given the opportunity to opt-out of having the Personal Data used for purposes not directly related to the services, SAC App and/or Portal or the purpose at the point where SAC ask for the Personal Data. If you change your mind at any time about receiving information from SAC, you can contact SAC in writing to unsubscribe. Please be aware that once SAC has received your request to unsubscribe, it may take up to thirty (30) working days for SAC to

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process your request and to be reflected in SAC systems. Therefore, you may still receive marketing materials/communication during this period.

## 14. Language

In the event of any conflict between the English version and the Bahasa Malaysia version, the English version shall prevail.

## 15. Revisions to this Privacy Policy

SAC reserves the right to modify, update or amend the terms of this Privacy Policy at any time. Should the Privacy Policy change, SAC will take reasonable steps to ensure that these changes are brought to your attention by posting all changes prominently on SAC App and/or Portal for a reasonable period. SAC encourage you to regularly review this Privacy Policy to make sure you are aware of any such changes and how these may affect you. Continued use of SAC services, App and/or Portal following posting of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms of such changes. If you do not agree, you should immediately discontinue your use of SAC services and/or Portal.

## 16. Contacting SAC on your Personal Information and this Privacy Policy

If you have any queries, concerns, feedback or complaints about customer information, services or this Privacy Policy, you may contact SAC at the following :

### ADDRESS

**Southern Auto Capital Sdn. Bhd.**  
28A (Upstairs),  
Jalan Kencana 1A/21,  
Taman Pura Kencana,  
83300 Batu Pahat, Johor, Malaysia.

### TEL

+607 448 5966 / +6017 793 3983 / +6012 7940574

### EMAIL

admin@southernautocapital.com