

## PRIVACY POLICY

### 1. Introduction

**Empowered Solutions Sdn. Bhd.** (Company No.: 202501031594) ("**Company**") respects the privacy of individuals with regard to personal data and is committed to protecting the privacy of its users, and strives to provide a safe, secure user experience. The Company places great importance and/or priority on data security and data protection. Protecting personal rights is integral to the Company's corporate culture and built into the Company's services and products. Hence, the Company continuously works to improve data security measures to protect you and your privacy.

This Privacy Policy is formulated in accordance with the Personal Data Protection Act 2010 ("**Act**"), which describes how your information is collected, used, processed and your choices with respect to your Personal Data ("**this Policy**"). The following discloses the information gathering and dissemination practices for the Company's website empowered.my ("**the Site**") and the Company's mobile application, empowered me ("**Application**").

#### 1A. Scope

This Policy applies to all Personal Data processed by the Company, including data collected through the Company's website, mobile applications, online services, physical forms, events, or any other means in connection with the Company's services and business operations. It covers all individuals whose Personal Data is collected, including but not limited to customers, employees, vendors, business partners, and contractors.

This Policy also applies to all processing activities carried out by the Company, whether by automated or non-automated means, and regardless of whether the data is stored electronically, on paper, or in any other form.

#### 1B. Definitions

Unless otherwise stated in this Policy, the following terms shall have the meanings assigned below:

**"Act"** means the Personal Data Protection Act 2010 of Malaysia.

**"Data Subject"** refers to any individual who is the subject of the Personal Data.

**"Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**"Processing"** means collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on the Personal Data.

**"Personal Data"** shall have the meaning assigned in Clause 2.1 of this Policy.

**“Sensitive Personal Data”** refers to any Personal Data consisting of information as to the Data Subject’s physical or mental health or condition, political opinions, religious beliefs or other beliefs of a similar nature, or the commission or alleged commission of any offence.

## 2. Collection of Information

- 2.1 **“Personal Data”** means information about you, from which you are identifiable, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, fax number, bank details, credit card details, race, gender, date of birth, marital status, resident status, email address, your occupation, the industry in which you work in, any information about you which you have provided to the Company in registration forms, application forms or any other similar forms, personal photographs, personal videos and/or any information about you that has been or may be collected, stored, used and processed by the Company from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs.
- 2.2 The provision of your Personal Data is voluntary. However, if you do not provide the Company with your Personal Data, the Company will not be able to process your Personal Data for the Purposes and Additional Purposes outlined below.
- 2.3 If you are an agent, vendor, supplier, partner, contractor, service provider or independent contractor (**“Third Party”**), provision of your Personal Data is mandatory and failure to provide your Personal Data, may be a breach of laws or regulatory requirements, and may cause the Company to be unable to engage you to provide services or products or issue payments to you for products or services provided.

## 3. Purpose of Processing Personal Data

- 3.1 The Company may use and process your Personal Data for business and activities of the Company which shall include, without limitation the following (**“Purposes”**):-
- (a) If you are a customer for the services provided by the Company and/or such services envisaged under the Site and/or the Application:-
- (i) to perform the Company’s obligations in respect of any contract entered into with you;
  - (ii) to facilitate and/or provide you with any service you have requested as envisaged under the Site and/or the Application;
  - (iii) to provide the Company’s services to you;
  - (iv) to process your subscriptions or requests and to deliver and/or facilitate the services to you;
  - (v) where you have requested to download and use the Site and/or the Application, to process your request, to deliver the Site and/or the Application to you and to provide you a license for the use of the Site and/or the Application;

- (vi) to process your participation in any events, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions;
- (vii) to process, manage or verify your application for subscription with the Company and to provide you the benefits offered to subscribers;
- (viii) to validate your bookings and process payments relating to any products or services you have requested;
- (ix) to process cancellations and/or refunds for the services that have not been rendered to you, where applicable, subject to other specific terms and conditions for the services;
- (x) to understand and analyses the Company's sales as well as your needs and preferences to improve the Company's services to you;
- (xi) to develop, enhance and provide products and services to meet your needs;
- (xii) to contact you for product or customer satisfaction surveys and market research; and
- (xiii) for all other purposes ancillary to any of the purposes stated above.

(b) Where you are a Third Party:-

- (i) for the purposes of engaging you to provide services or products;
- (ii) to facilitate or enable any checks as may be required by the Company in order to engage you;
- (iii) to contact you in respect of job offers, job training and any additional works relating to the performance of a job;
- (iv) to process payments relating to any products or services rendered by you;
- (v) to monitor the services or products rendered by you; and
- (vi) to contact you.

3.2 The Company may also use and process your Personal Data for some additional purposes ("**Additional Purposes**"):-

- (a) to send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from the Company, its partners, suppliers, vendors, sponsors or advertisers;
- (b) to notify and invite you to events or activities organized by the Company, its partners, suppliers, vendors, sponsors or advertisers;
- (c) to process your registration to participate in or attend an event or activity and to communicate with you regarding your attendance at the event or activity; and
- (d) to share your Personal Data amongst its subsidiaries, associate companies and jointly controlled entities as well as with its agent, vendor, supplier, partner, contractor or service provider who may communicate with you to market their products, services, events or promotions,

by way of post, telephone call, short message service (SMS), by hand and/or by email.

3.3 Other general purposes:-

- (a) to respond to questions, comments and feedback from you;

- (b) to communicate with you for any of the purposes listed in this Policy;
- (c) for internal administrative purposes, such as auditing, data analysis, database records;
- (d) for purposes of detection, prevention and prosecution of crime; and
- (e) for the Company to comply with its obligations under law.

#### **4. Revocation of Consent**

If you wish to revoke the consent that the Company has obtained from you for the Purposes or Additional Purposes listed above, please notify the Company using the contact details in Clause 6.1 stated below.

#### **5. Use and Disclosure to Third Party**

5.1 Your Personal Data may be transferred, accessed or disclosed to the Third Party or any other third parties for the Purposes and Additional Purposes listed above. You acknowledge that the said person shall perform the service to you and consequently the Company shall provide access or disclose your Personal Data to such Third Party and/or any other third parties. The third parties include, without limitation:

- (a) the Third Party that are assigned by the Company to perform services to you;
- (b) the Company's partners, which include parties with whom the Company collaborates with for certain services, products, events, programs and activities;
- (c) event management companies and event sponsors;
- (d) marketing research companies;
- (e) other service providers, including, information technology (IT) service providers for infrastructure, software and development work;
- (f) professional advisors and external auditors, including legal advisors, financial advisors and consultants;
- (g) other entities within the Company; and
- (h) governmental authorities to comply with statutory, regulatory and governmental requirements.

5.2 Your Personal Data may also be shared in connection with a corporate transaction, such as a sale of a subsidiary or a division, merger, consolidation, or asset sale, or in the unlikely event of winding-up.

5.3 Where Personal Data is required to be transferred to a place outside Malaysia, the Company shall ensure that the receiving jurisdiction has data protection laws substantially similar to, or at least as stringent as, the Personal Data Protection Act 2010, or that appropriate contractual or other measures are put in place to ensure that your Personal Data is accorded a comparable level of protection.

#### **6. Accessing, Limiting, Correcting and Updating Your Personal Data**

- 6.1 Subject to any exceptions under applicable laws of Malaysia, you may request for access to and/or request correction of your Personal Data, request to limit the processing of your Personal Data for the Additional Purposes and/or make any inquiries regarding your Personal Data by contacting:

Company Name and Address: Empowered Solutions Sdn. Bhd. registered at Unit R-3A-17, Emporis Kota Damansara, Persiaran Surian, 47810 Petaling Jaya, Selangor

Email: legal@empowered.my

Officer in Charge: Muhammad Hafizuddin bin Hashim

- 6.2 Subject to any laws of Malaysia, the Company reserves the right to impose a fee for access of your Personal Data in the amounts as permitted therein.
- 6.3 In respect of your right to access and/or correct your Personal Data, the Company has the right to refuse your requests to access and/or make any correction to your Personal Data for the reasons permitted under law, such as where the expense of providing access to you is disproportionate to the risks to your or another person's privacy.

## **7. Links to Third Party Website**

The Site and/or the Application may occasionally contain links to third parties' websites. Please note that Company is not responsible for the collection, use, maintenance, sharing, or disclosure of data and information by such third parties. If you provide information directly to such sites, the privacy policy and terms of service on those sites are applicable and the Company is not responsible for the information processing practices or privacy policies of such sites.

## **8. Use of Cookies**

- 8.1 The Company use "cookies" to help personalize and maximize your online experience and time online. A cookie is a text file that is placed on your hard drive by a Web page server. Cookies are uniquely assigned to your computer, and can only be read by a Web server in the domain that issued the cookie to you.
- 8.2 One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize the Site and/or the Application pages, or register for services, a cookie helps us to recall your specific information (such as user name, password and preferences). Because of the Company's use of cookies, the Company can deliver faster and more accurate results and a more personalized site experience. When you return to the Site and/or the Application, the information you previously provided can be retrieved, so you can easily use the features that you customized. The Company also use cookies to track click streams and for load balancing.

- 8.3 You may have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline all cookies if you prefer. Alternatively, you may be able to modify your browser setting to notify you each time a cookie is tendered and permit you to accept or decline cookies on an individual basis. If you choose to decline cookies, however, that may hinder performance and negatively impact your experience on the Site and/or the Application.

## **9. Third-party cookies and functions**

- 9.1 The Site and/or the Application may use third-party vendors to serve or track advertisements on the Site and/or the Application. Among other things, these third parties may use cookies, pixel tags and other technologies to enable such third parties to record which ads your browser has loaded and which pages you may have been viewing when the ads were delivered or accessed. The information collected through these functions is subject to the privacy policies of those third parties.

### **9.2 Embedded URLs**

The Site and/or the Application may use a tracking technique that employs embedded URLs to allow use of the Site and/or the Application without cookies. Embedded URLs allow limited information to follow you as you navigate the Site and/or the Application, but is not associated with personal information and is not used beyond the session.

### **9.3 Embedded PIXELS**

The Site and/or the Application may use embedded pixel technologies on selected pages for the purposes of identifying unique user visits to the Site and/or the Application, as opposed to aggregate hits, and to identify the pages viewed. The Company may also use embedded pixel technologies to determine whether the recipient of an email has opened a particular message. The information provided by these technologies may be re-associated with personal information by the Site and/or the Application.

## **10. Retention of Personal Data**

- 10.1 The Company will not retain your Personal Data for longer than necessary for the fulfilment of the Purposes or Additional Purposes contained herein. However, relevant Personal Data may be retained subject to the conditions below:
- (a) as and when required under any applicable laws or legislation of Malaysia;
  - (b) where legal actions have arisen and are pending; and
  - (c) for commercial and/or operational purpose of the Company.

10.2 The Company shall take all reasonable steps to ensure that all Personal Data is destroyed or permanently deleted when no longer required for the Purposes and Additional Purposes.

## **11. Personal Data from Minor or Other Individuals**

11.1 If you are a minor, please do not provide your Personal Data without the presence of and/or authorisation by your parent or legal guardian. You agree that the Company shall deem all Personal Data provided by a minor to be provided under the presence of and/or authorisation of a parent and/or legal guardian.

11.2 If you are a parent or legal guardian, and a minor (individuals under 18 (eighteen) years of age) under your care has provided his/her Personal Data to the Company, you hereby consent to the Company to process the minor's Personal Data and personally accept and agree to be bound by this Policy and take responsibility for such minor's actions.

11.3 In some circumstances you may have provided Personal Data relating to other individuals (such as your spouse, family members or friends etc.) and in such circumstances you represent and warrant that you have been duly authorized to provide their Personal Data to the Company and that you have obtained their consent for their Personal Data to be processed and used in the manner as set forth in this Policy.

## **12. Acknowledgment and Consent**

12.1 By communicating with the Company, using the Company's services, purchasing products from the Company or by virtue of your engagement with the Company, you acknowledge that you have read and understood this Policy and agree and consent to the use, processing and transfer of your Personal Data by the Company as described in this Policy.

12.2 The Company shall have the right to modify, update or amend the terms of this Policy at any time by placing the updated version of this Policy on the Site and/or the Application. By continuing to communicate with the Company by continuing to use the Site and/or the Application, the Company's services, purchasing products from the Company or by your continued engagement with the Company following the modifications, updates or amendments to this Policy, such actions shall signify your acceptance of such modifications, updates or amendments.

## **13. Confidentiality**

13.1 Personal Data held by us will be kept confidential in accordance with this Policy pursuant to any applicable law that may from time to time be in force.

13.2 Any questions, comments, suggestions or information other than Personal Data sent or posted to the Site and/or the Application or any part of the Site and/or the Application by users will be deemed voluntarily provided to us on a non-confidential and non-proprietary

basis. The Company shall reserve the right to use, reproduce, disclose, transmit, publish, broadcast and/or post elsewhere such information freely.

#### **14. Security**

- 14.1 The Site and/or the Application has security measures in place to protect the loss, misuse and alteration of the information under the Company's control. When a user is asked to provide his/her credit card information, the Company take reasonable and necessary steps to provide a secure environment for this purpose.
- 14.2 For the internet, no data transmission over the internet can be guaranteed as completely secure. While the Company strives to protect such Personal Data, the Company cannot ensure or warrant the security of any Personal Data transmitted to the Company and individuals do so at their own risk. Once any Personal Data comes into the Company's possession, the Company will take reasonable steps to protect that information from misuse and loss and from unauthorised access, modification or disclosure.
- 14.3 A username and password may be essential for you to use some sections of the Site and/or the Application. For your own protection, the Company require you to keep these confidential and to change your password regularly.

#### **15. Data Breach Notification Policy**

- 15.1 In the event the Company becomes aware of a Data Breach, it shall, in a manner proportionate to the nature and circumstances of the breach:
  - (a) assess and contain the breach;
  - (b) take reasonable steps to mitigate any potential adverse effects;
  - (c) document the breach and any remedial actions taken; and
  - (d) where required under applicable law, notify the relevant authority and affected Data Subjects within the prescribed timeframe.
- 15.2 Any notification to affected Data Subjects shall be made in clear language and include, to the extent appropriate, a description of the breach, likely consequences, and measures taken to address the breach.

Thank you.