

## TERM & CONDITIONS

### **1 BY CLICKING "YES" BELOW, YOU ARE HEREBY AGREED:-**

- 1.1 To authorize us to obtain all personal financial information on your behalf with any other agency(ies), organization(s) and/or your current/ previous employer(s).
- 1.2 To authorize us to use and disclose the information we collect from you in order to provide the abovementioned financial service(s), whereby you also agree that the information, including personal information of any other party(ies) provided by you, you have confirm that you have the authority from the party(ies) to disclose such information and to authorize us to use and disclose the information in pertaining to the course of service(s) we provide for you .
- 1.3 To allow us to process the personal data that you have provide and for avoidance of doubt, personal data includes all data defined within the Personal Data Protection Act 2010 including all data you have disclose to us.
- 1.4 In accordance with the Personal Data Protection Act 2010, you have a right to access any personal information we obtained from you, and to correct any personal information that may be incorrect. In the event you wish to request to access the information provided by you to make any correction, kindly contact us at (general@myios.com.my) and we shall process your request in due course.

### **2 YOUR OBLIGATIONS**

All information you provide to us must be complete, accurate, truthful and provided within the specified timeframes. We reserve the right to cease to provide our service(s) to you if you unable and/or failed to provide information required by us or where we are of the opinion that you have misled or deceived us in any material way.

### **3 CONFIDENTIAL INFORMATION**

We shall hold all information concerning your business(es) and affairs of you in strict confidential manner, and we will not divulge such information except where it so required by law, and/or you have expressly or impliedly authorize us to make such disclosure.

### **4 LIMITATION OF LIABILITY**

We assume no legal liability or responsibility for the accuracy, correctness, errors, omissions or use of any information or advice provided.

### **5 COPYRIGHT**

You must not reproduce, duplicate, sell or copy any of our manuals, protocols, procedures, manuscripts or documentary records, whether in print form or electronically, without our prior written consent.

The above term and conditions may be amended from time to time.

- By clicking "yes" below, you are agreeing to the above term and conditions.

- By clicking “No” below, you will be redirect to the Home page.

**TERM & CONDITIONS PURSUANT TO PERSONAL DATA PROTECTION ACT 2010**

**1 YOU ARE HEREBY AGREED:-**

- 1.1 To authorize us, **SEMUMAS RESOURCES SDN BHD (201301011288 (1041126-H))** to obtain all personal financial information on your behalf with any other agency(ies), organization(s) and/or your current/ previous employer(s).
- 1.2 To authorize us, **SEMUMAS RESOURCES SDN BHD (201301011288 (1041126-H))** to use and disclose the information we collect from you in order to provide the financial service(s) mentioned in paragraph 1.1 above, whereby you also agree that the information, including personal information of any other party(ies) provided by you,. you have confirm that you have the authority from the party(ies) to disclose such information and to authorize us to use and disclose the information in pertaining to the course of service(s) we provide for you .
- 1.3 To allow us, **SEMUMAS RESOURCES SDN BHD (201301011288 (1041126-H))** to process the personal data that you have provide and for avoidance of doubt Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you have disclose to us, **SEMUMAS RESOURCES SDN BHD (201301011288 (1041126-H))**.
- 1.4 In accordance with the Personal Data Protection Act 2010, you have a right to access any personal information we obtained from you, and to correct any personal information that may be incorrect. In the event you wish to request to access the information provided by you to make any correction, kindly contact us at (Tel No.: 1800 888 105) and we shall process your request in due course.

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## 6 PERSONAL DATA PROTECTION ACT (“PDPA”)

### **NOTICE PURSUANT TO PERSONAL DATA PROTECTION ACT 2010 (“NOTICE”)**

1. This notice is issued pursuant to Section 7 of the Personal Data Protection Act 2010 (“the Act”). For the purpose of this Notice, “Personal Data”, “processing” and “data processor” shall have the meaning as defined in the Act.
2. This Notice applies to any person whose Personal Data is processed by Happy Days Agency Sdn. Bhd. (1089022-K) (hereinafter referred to as “we”, “our” or “us”) and/or by our data processor on our behalf.
3. In this Notice, “you” shall refer to yourself and such other persons represented by you of which you are providing the Personal Data, including the Personal Data of the directors, shareholders, managers and/or officers of a company; the Personal Data of the partners, managers and/or officers of a partnership; the Personal Data of the officer bearers of a society, club or unincorporated body.

#### **A. The Nature of Personal Data**

4. The Personal Data processed by us and/or by our data processor may include:
  - a. name, gender, race, date of birth, nationality, residency status, national registration identity card number, passport number, marital status, postal or correspondence address, contact details including mobile, office and residential telephone number, facsimile number, e-mail address, occupation or profession, employer’s particulars, salary payment, personal financial status, photograph, property details, shareholding and loan details;
  - b. any such information relevant or required for our services to you and our compliance with the legal and regulatory requirements; and
  - c. any additional information provided by you or by third parties about you that is not already available in the public domain.

#### **B. Purpose of Collecting and Processing the Personal Data**

5. The Personal Data is collected and processed by us and/or by our data processor for purposes including:
  - a. to verify your identity and to communicate or correspond with you;

- b. to render our services and for all purposes related to or in connection with our appointment;
- c. to facilitate our compliance with our services requirements;
- d. for purposes in connection with our operation, administration, record-keeping, billing and collection, audits, reporting and investigations;
- e. for any other lawful purposes that is incidental or ancillary or in furtherance to the above.
- f. to perform credit check or credit assessment.

**C. Sources of Personal Data**

- 6. The Personal Data is collected from various sources including but not limited to:
  - a. information which you have provided to us at the commencement of our appointment and, from time to time, in the course of our appointment or communication, by whatsoever means and/or in whatever manner;
  - b. information from public domains, credit reporting agencies, government department or agencies, public registries, social media and publications; and
  - c. information obtained independently by us from other lawful sources.

**D. Disclosure or Transfer of Personal Data**

- 7. Your Personal Data provided to us may be disclosed by us to the following third parties, for purposes as set out above:
  - a. any persons as directed by or consented to by you;
  - b. any persons as required in the course of us rendering our services, including but not limited to counter-parties, other advisors, financial institutions, regulatory bodies, credit reporting agencies etc.;
  - c. any persons as required for the purposes of us complying with the legal and regulatory requirements;
  - d. our data processor who processes the Personal Data on our behalf; and
  - e. our consultants, solicitors, auditors, employees, insurance companies and any person who is under confidentiality obligations towards us.
- 8. The Personal Data provided to us may be transferred to and/or stored in a place outside Malaysia for the purposes and/or to such third parties as set out above.

#### **E. Consequences of Non-Provision of Personal Data**

9. The provision of the Personal Data is voluntary in nature. You may also elect to limit the way the Personal Data provided to us is to be processed by us.
10. However, in the event the Personal Data provided by you is not sufficient or not satisfactory, or if you limit the way the Personal Data is to be processed, or if you subsequently withdraw your consent to us processing your Personal Data, this may result in us not being able to communicate or correspond with you and/or to provide our services to you under any potential or existing agreement or arrangement with you.

#### **F. Security and Retention of Personal Data**

11. We will take all practical steps, when processing the Personal Data provided to us, to protect the security of the Personal Data.
12. We will retain your Personal Data in compliance with this Notice for the duration of your relationship with us or for such period as we may deem necessary to protect our interests, where otherwise required under any legal, regulatory and/or accountings requirements.
13. We shall take all reasonable steps to ensure that all Personal Data is destroyed or permanently deleted if it is no longer required for the purpose for which it was to be processed.

#### **G. Personal Data Provided By You**

14. By providing to us the Personal Data, you hereby consent to us processing the Personal Data in accordance with this Notice and the Act.
15. In relation to Personal Data of any third party which are provided by you to us that is not already available in the public domain, you hereby confirm that you have obtained his or her consent that you are providing the Personal Data to us for the purposes as set out in this Notice and that the Personal Data may be disclosed to parties as set out in this Notice.
16. Please note that you are responsible for ensuring that the Personal Data provided to us is accurate, complete, not misleading and kept up-to-date. The Personal Data collected and processed by us is deemed to be accurate until and unless you inform us otherwise in writing.

#### **H. Data Access and Correction, Inquiries and Complaints**

17. You may, to the extent as permitted by the Act and upon payment of a prescribed fee:
  - a. request for access to Personal Data provided by you;
  - b. request for Personal Data provided by you to be corrected where the Personal Data is inaccurate, incomplete, misleading or not up-to-date.

18. If:

- a. you have any enquiries regarding this Notice or complaints in respect of the Personal Data provided by you; or
- b. you wish to access to the Personal Data provided by you; or
- c. you wish to correct the Personal Data provided by you; or
- d. you wish to withdraw your consent to us processing the Personal Data for any of the purposes as set out in this Notice; or
- e. you wish to withdraw your consent to us disclosing the Personal Data to any of the parties as set out in this Notice;

Please send your request in writing to:

**SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))**

19. We reserve our rights to refuse to comply with your request for access and/or request for correction as stated above in circumstances permitted by the Act, in which case we will notify you of the same by notice in writing.

#### **I. Changes to the Notice**

20. This Notice may be amended from time to time. By you continuing to engage our services or to communicate with us subsequent to any amendments to this Notice, it would confirm and indicate your acceptance to the amendments to this Notice.

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#### **AGREED by :-**

Name :  
NRIC / Company No :  
Date :

I/We, hereby consented to **SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** the rights to use the above said information given by me/us. I/We hereby give my/our best assurances that all information and/or documents submitted to **SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** are accurate and truthful.

I/We hereby undertake that I/We shall collect all the documents submitted to **SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** within **thirty (30) days** from the date being informed by **SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** or its agent(s) in the event the pre-assessment of my application is rejected and/or deemed disqualified. I/We fully understand that

**SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** have no obligation to retain my/our information and/or document(s) after the **thirty (30) days** period mentioned herein.

I/We hereby agree that **SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** may process my personal data that I/We have provide and for avoidance of doubt Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data I/We have disclose to **SEMUAMAS RESOURCES SDN BHD (201301011288 (1041126-H))** in whatsoever form.

**Date:**

**To:** Happy Days Agency Sdn. Bhd.

Dear Sir,

**Consent Authorisation**

Pursuant to the Credit Reporting Agencies (CRA) Act 2010 and Central Bank of Malaysia Act 2009, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company personal data.

By this consent, I/we understand and agree that:

- i) You may conduct credit/trade check including CCRIS checks on me/us and when consent has been given individually, on our directors, shareholders, guarantors, etc. with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
  - √ Opening of account
  - √ Debt recovery
  - √ Credit/Account review
  - √ Legal documentation consequent to a contract or facility granted by you.
  - √ Credit/Account monitoring
  - √ Credit/Account evaluation
- ii) You may disclose any information on my/our conduct of my/our account(s) with you, to any business entity/ies for bona fide trade checking at any time. I/We am/are also aware and understand that such information will be provided to CTOS, who may in turn share such information to subscribers of their service.
- iii) Where you require any processing of my/our application to be processed by any processing centre located outside Malaysia (including your Head Office), I/we hereby give consent to CTOS to disclose my/our credit information except CCRIS, to such locations outside Malaysia.
- iv) Apart from the above, I/we the undersigned do give my/our consent to you and the CTOS, to process my/our personal data as per the PDPA Act.