

## PRIVACY POLICY

### 1 INTRODUCTION

- 1.1 This privacy policy ("**Privacy Policy**") is prepared by **JAML Malaysia Sdn. Bhd.** ("**JMLM**", "**we**", "**us**" or "**our**") for you (which include such other persons or organisations or companies represented by you) ("**you**" or "**your**") who access our website ([https://www.jamitsuilease.co.jp/en/company/overseas\\_group/jmlm/](https://www.jamitsuilease.co.jp/en/company/overseas_group/jmlm/)) ("**Website**") and/or subscribe for the products and/or Services (as defined in **Clause 2.2** below) offered by us.
- 1.2 We are committed to ensuring that your privacy, confidentiality and security of your personal data are protected. Should we ask you to provide certain information which you can be identified, then you can be assured that it will only be used in accordance with this Privacy Policy or where it is permitted under the applicable Laws (as defined in **Clause 5.1.5(a)** below).
- 1.3 This Privacy Policy is issued in accordance with the Personal Data Protection Act 2010, as amended or modified from time to time ("**PDPA**") and it will enable you to understand the following:
- 1.3.1 the personal data we collect about you and how do we collect from you;
  - 1.3.2 the purposes of collecting your personal data;
  - 1.3.3 to which third parties and under what circumstances we will disclose your personal data;
  - 1.3.4 our obligations and your obligations under this Privacy Policy;
  - 1.3.5 your rights in respect of your personal data; and
  - 1.3.6 what you can do if there are any changes, questions or complaints about your personal data.
- 1.4 By accessing the Website, providing your personal data and/or subscribing for our Services, you hereby consent that we may collect, record, retain, disclose, transfer, use and/or otherwise process all or any part of your personal data in accordance with this Privacy Policy. We may update this Privacy Policy from time to time without notice and all changes shall be effective immediately upon being posted on the Website.
- 1.5 Please read this Privacy Policy carefully to understand how we are committed to protecting the privacy, confidentiality and security of your personal data.

### 2 KEY TERMS

- 2.1 Unless otherwise stated, the words and expressions used in this Privacy Policy shall bear the same meaning as defined in the PDPA, including but not limited to the following:

*"**data processor**" in relation to personal data, means any person, other than an employee of the data user, who processes the personal data solely on behalf of the data user, and does not process the personal data for any of his own purposes;*

*"**data subject**" means an individual who is the subject of the personal data;*

*"**data user**" means a person who either alone or jointly or in common with other persons processes any personal data or has control over or authorizes the processing of any personal data, but does not include a data processor;*

*"**personal data**" means any information in respect of commercial transactions, which –*

- (a) *is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose;*

- (b) *is recorded with the intention that it should wholly or partly be processed by means of such equipment; or*
- (c) *is recording as part of a relevant filing system or with the intention that it should form part of a relevant filing system,*

*that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of the data user, including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business on by a credit reporting agency under the Credit Reporting Agencies Act 2010; and*

**“sensitive personal data”** *means any personal data consisting of information as to the physical or mental health condition of a data subject, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or any other personal data as the Minister may determine by order published in the Gazette.*

Each of the above has the same meaning as that of PDPA, but is listed for reference.

- 2.2 For the purpose of this Privacy Policy, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

**“Affiliates”** shall mean any person who may be in or outside Malaysia that undertake administrative, management and operational functions for or on behalf of JMLM in respect of or arising from any commercial transaction or to support sales, marketing, promotion and/or advertising efforts; and

**“Services”** shall mean the services we provide from time to time..

### **3 INFORMATION WE COLLECT**

- 3.1 The personal data we collect about you may include, but not limited to:

- 3.1.1 your identification details including but not limited to your full name, age, date of birth, identity card number or passport number;
- 3.1.2 your residential address and/or correspondence address (which may include office address);
- 3.1.3 your contact information (e.g. email address, mobile number or fax number);
- 3.1.4 occupation and details of occupation;
- 3.1.5 income range and financial status;
- 3.1.6 credit-related information and transaction history;
- 3.1.7 records of our communications with you, including any messages and/or emails you send us;
- 3.1.8 usage data of the Website (e.g. number of visits and average time spent on our Website);
- 3.1.9 your Internet browser information (e.g. IP address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access the Website); and/or
- 3.1.10 any other information which may be provided by you,

including any other information as required by us from time to time for the purposes specified in **Clause 5.1** of this Privacy Policy.

- 3.2 We may also collect personal data about you from others, such as:
- 3.2.1 Third Party Sources – examples of third party sources include marketers, partners, researchers, Affiliates, service providers and other parties where they are legally allowed to share your personal data with us.
  - 3.2.2 Combining Personal Data from Different Sources – we may combine the personal data we receive from other sources with personal data we collect from you (or your device) and use it as described in this Privacy Policy.

#### **4 THE SOURCES THAT WE COLLECT YOUR PERSONAL DATA**

- 4.1 Please be informed that we may obtain your personal data from you and from other sources, including but not limited to:
- 4.1.1 your relationship with us, including without limitation:
    - (a) information provided by you in registration forms or enquiry forms or customer surveys (if applicable);
    - (b) when you access the Website and/or subscribe for our Services; or
    - (c) when you communicate with us through phone calls, email and/or other correspondence methods;
  - 4.1.2 any interactions between you and us through:
    - (a) the Website;
    - (b) our social media Websites; and
    - (c) our chat applications (if applicable);
  - 4.1.3 our media launches which you may have been invited to or participated in our campaigns, competitions, activities and/or promotions where you are required to provide personal data about yourself and/or other parties (e.g. your family members and work colleagues);
  - 4.1.4 third parties connected to you, such as your employees, joint account holders, guarantors and such other persons (subject to your prior consent for them to disclose information relating to you); and/or
  - 4.1.5 by using Cookies (as defined in **Clause 12.1** below), details of which are set out in **Clause 12** of this Privacy Policy.

#### **5 THE PURPOSES OF COLLECTING YOUR PERSONAL DATA**

- 5.1 You hereby acknowledge, confirm and consent that we are authorised to collect and process your personal data (being a data processor), for any of the following purposes:
- 5.1.1 **Verification**
    - (a) to verify your identity and any and all information provided by you;
    - (b) to verify and confirm qualifications for soliciting or concluding any agreements that may be entered into between you and us; and
    - (c) to conduct credit screening for the purpose of assessing and/or verifying your credit worthiness before you may engage us for any of our Services.
  - 5.1.2 **Facilitation of Agreements**
    - (a) to facilitate the agreements to be entered into or have been entered into with us;

- (b) to manage the due dates of such agreements, to confirm the status of performance, and to conduct other matters necessary for the appropriate and smooth performance and management of such agreements;
- (c) to facilitate communications between you and us in respect of such agreements;
- (d) to facilitate preparation of agreements by our legal and professional advisors;
- (e) to ensure proper execution and performance of an agreement entered by us with a third party (including but not limited to a leasing company, manufacturing company or debt collection company) in connection with any transactions;
- (f) for provision of information to relevant authorities and service providers in particular (but not limited to) for the purpose of facilitating the provision of utilities and the Services or as otherwise required or permitted by the Laws (as defined in **Clause 5.1.5(a)** below);
- (g) for notification (and convening of) meetings, invoices and other documents as the Laws may require or permit;
- (h) to transfer or assign our rights, interests and obligations under any of the agreements between you and us; and
- (i) to protect or enforce our rights to recover any debt owing to us (if applicable).

#### 5.1.3 **Services and Support**

- (a) to exercise our rights and/or fulfil our obligations under any agreements which we have entered into with you or under any applicable Laws;
- (b) to respond and follow up on any queries, complaints or requests by you;
- (c) to be used in, to provide and/or to improve the Services provided by us, analyse customers' choices, market surveys, processing invoices and payments;
- (d) to provide personalised feedback to you in order to maintain, enhance and support the relationship between you and us; and
- (e) we use Cookies to enhance our processes, advertising, notifications, authentication, security and compliance, analytic and preference management (details of usage are specified in **Clause 12** of this Privacy Policy).

#### 5.1.4 **Marketing**

- (a) to contact and provide you information regarding JMLM's various products and Services which may be of interest to you;
- (b) to contact and provide you information regarding our and our business partners' offers which include offers of products, new services, new launches, upcoming events, promotions, advertising, marketing and commercial materials and such other information as may be determined by us to be of interest to you (via emails, text messages or other communication methods);
- (c) to conduct marketing surveys and questionnaires,
- (d) to conduct research and development of products and services; and
- (e) to process your participation in such offers and other marketing events.

#### 5.1.5 **Compliance with Laws and Regulations**

- (a) to comply with our obligations, compliance requirements and disclosure requirements under any law, rule, regulation, by-law, order, guideline, directive and policy enforced by the government authorities, including such other international and local laws and requirements in force and as amended from time to time relating to any commercial transaction and/or relating to the conduct of our business or activities (collectively, "**Laws**");
- (b) for audit, compliance and risk management purposes;
- (c) to assess financial and insurance risks;
- (d) to detect, investigate and prevent fraudulent transactions or unauthorised or illegal activities; and
- (e) for prevention of crimes, bribery, fraud and money laundering.

#### 5.1.6 **Internal Records and Technical Issues:**

- (a) for our internal record keeping in the ordinary course of business;

- (b) to maintain, update, consolidate and improve the accuracy of our database records;
- (c) to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
- (d) to conduct research for analytical purposes but not limited to data mining and analysis of your transactions with us; and
- (e) to detect, prevent and address technical issues.

5.2 In connection with the purposes set out in **Clause 5.1** above, you hereby give permission to us to disclose your personal data, to the relevant authorities, our successors-in-interest, sponsors, advertisers, lawyers, insurers, adjusters, other advisers, suppliers, contractors and/or service providers, our Affiliates and other carefully Selected Third Parties (as defined below) in accordance to **Clause 6** of this Privacy Policy.

## **6 DISCLOSING YOUR PERSONAL DATA**

6.1 We do not sell any of your personal data to any party whatsoever. However, we may use third party service provider to help us to operate our Services or administer activities on our behalf. For these reasons, we reserve the rights to disclose your personal data to carefully selected third parties set out as follows:

6.1.1 on a need-to-know basis, to:

- (a) JMLM's group companies, which are listed on JA MITSUI LEASING, LTD.'s website (<https://www.jamitsuilease.co.jp/>); and
- (b) our Affiliates including our business partners;

6.1.2 companies and/or organisations who assist us including but not limited to our successors-in-interest, sponsors, advertisers, suppliers, contractors, payment gateway service providers (if applicable) and other third-party service and/or product providers (including but not limited to a bank, leasing company, manufacturing company or debt collection company);

6.1.3 companies and/or organisations who act as our strategic partners which include parties that we collaborate with for certain events, programmes, activities or to provide any services and/or products;

6.1.4 companies and/or organisations who assist us in providing you value-added services and/or products as may be requested by you;

6.1.5 our legal and professional advisors including but not limited to our lawyers, insurers, adjusters, accountants and/or financial advisors authorised by us;

6.1.6 your legal and professional advisors including but not limited to your lawyers, insurers, adjusters, accountants and/or financial advisors authorised by you;

6.1.7 any person authorised by you;

6.1.8 debt-collection agencies and/or other parties who assist with debt recovery functions;

6.1.9 any rating agency, insurer, insurance broker and/or direct or indirect provider of credit protection;

6.1.10 any financial institutions, merchants, VISA International Services Association, MasterCard International Incorporated and/or other card associations in relation to any credit card and/or debit card issued to and used by you;

6.1.11 any person connected to the enforcement or preservation of any of our rights under the agreements between you and us;

- 6.1.12 relevant government entities or departments, agencies, statutory authorities and/or industry regulations authorities in connection with any investigation or enquiries;
- 6.1.13 fraud and crime prevention agencies for the purposes of assessing the risk of crime, fraud and money laundering (this forms a condition of us entering into any agreement with you);
- 6.1.14 our marketing, research, and communications agencies;
- 6.1.15 the regulatory authorities and government agencies, where applicable; and/or
- 6.1.16 other parties where required by Laws,

(collectively referred to as the “**Selected Third Parties**” and individually as the “**Selected Third Party**”).

- 6.2 In the event of a sale of business, disposal, acquisition, merger, joint venture, debt financing, reorganisation, insolvency, bankruptcy or receivership involving us or our assets to another third party, your personal data may be required to be disclosed and/or transferred to the third party as part of our business assets. You acknowledge and authorise us to release your personal data to the third party including its advisers and representatives, and that the other party has your consent and will be authorised to process such personal data.
- 6.3 **Clauses 6.1** and **6.2** above shall, at all times, be subject to the compliance of relevant Laws applicable to us and our business in all jurisdictions.
- 6.4 If your personal data is processed by any of the aforesaid Selected Third Parties, we will request such Selected Third Party to adhere to our standards and all applicable Laws but we bear no responsibilities and shall not be liable for any losses, damages, claims, costs and expenses of whatever nature resulted from and/or in connection to the non-compliance by such Selected Third Party.
- 6.5 Except as set out above, we will never sell, distribute or disclose any of your personal data (except anonymous aggregate information) to any third party without your express consent.

## **7 USE YOUR PERSONAL DATA FOR MARKETING PURPOSES**

- 7.1 By providing your personal data on our Website and/or utilising our Services, you are deemed to have consented for us to contact you via phone calls, text messages, emails and/or other electronic methods in future by using the data provided by you.
- 7.2 The consent, as specified in **Clause 7.1** above, shall include consent to receive pictures, videos, online messages and/or emails about our, our business partners’, strategic partners’, sponsors’ or advertisers’ products, Services, promotions, special offers, events and/or activities that may be of interest to you.
- 7.3 For the avoidance of doubt, you acknowledge and consent to us sharing anonymised information such as but not limited to in the following circumstances:
  - 7.3.1 **Aggregated Information** – We may conduct joint data analytics projects with Selected Third Parties using anonymised information to predict user interests and provide users with more targeted and/or relevant information based on aggregated information about that user’s activities outside the Website.
  - 7.3.2 **Behavioural-based Advertising** – We may collaborate with Selected Third Parties using anonymised information to derive certain models that would facilitate more accurate advertising to selected users.
- 7.4 You may elect to opt out from receiving any newsletters, updates, or other communications, in part or in whole, for general purposes or for marketing purposes set out in this **Clause 7**, by

following the instructions within the email we send you at any time. In any event, your latest written instructions to us will prevail.

## **8 THE CIRCUMSTANCES WE MAY DISCLOSE YOUR PERSONAL DATA**

8.1 Other than those set out in **Clauses 6 and 7** above, we will treat your personal data as private and confidential and will not disclose your personal data to any third party unless any of the following events arises:

8.1.1 you have given us a prior permission to disclose your personal data;

8.1.2 we are required or permitted to do so under the Laws;

8.1.3 we are required to fulfil our obligations as specified in this Privacy Policy;

8.1.4 we are required or authorised by any order of court, tribunal or authority, whether governmental or quasi-governmental or requests from law enforcement or any other government agencies with jurisdiction over us; and/or

8.1.5 we are required to transfer rights and obligations under this Privacy Policy.

8.2 If there are any complaints or enquiries with regard to the disclosure of your personal data to any third party under this Privacy Policy, particularly the disclosure set out in **Clauses 6 and 7** above and this **Clause 8**, you may contact us at the addresses specified in **Clause 16** of this Privacy Policy.

## **9 OUR OBLIGATIONS AND YOUR OBLIGATIONS**

### **9.1 Our Obligations**

9.1.1 The security of your information is our priority. We will keep, protect and process your personal data in a secure manner by maintaining physical, electronic and procedural safeguards, in compliance with applicable Laws and regulations.

9.1.2 We will ensure that the access of our employees to the personal data which you have provided to us is limited to authorised employees who are trained in handling your information. These authorised personnel are required to ensure the confidentiality of your information and to respect your privacy at all times.

### **9.2 Your Obligations**

9.2.1 In order to subscribe for our Services, it is obligatory for you to provide us with complete and accurate personal data and keep us updated on your personal data, failing which we may not be able to process your personal data to fulfil the purposes in **Clause 5.1** above. As a consequence, your request of Services will be rejected by us.

9.2.2 In the event that you need to provide any personal data for or on behalf of such other persons, or you represent such organisations or companies, you covenant that:

- (a) you have obtained consent from such other persons and necessary authorisation from such organisations or companies that the personal data is given voluntarily, accurately and complete;
- (b) you are authorised to receive any privacy notice and other related information on his/its behalf; and
- (c) you have been given consent and/or authorisation to transfer his/its personal data abroad,

failing which you shall indemnify and keep us indemnified against any claims from such other persons or organisations or companies.

9.2.3 If there are any changes to your personal data, you hereby acknowledge that you have the obligation to inform us immediately, in any event not more than seven (7) calendar days after such changes arise. You shall send us a written notice (by mail or email) in respect of such changes, in which we will update your personal data within twenty-one (21) calendar days upon receipt of your written notice.

9.2.4 Without contrary to **Clause 9.2.3** above, if you do not wish for any part of your personal data to be used by us for the purposes set out in this Privacy Policy, you are required to notify us immediately via phone calls or email us at the email address specified in **Clause 16.1** of this Privacy Policy.

### 9.3 **Incomplete Personal Data**

9.3.1 Where the personal data is requested for the purposes in **Clause 5.1** above, you, or any such other persons or organisations or the companies represented by you have the option not to provide additional personal data requested by us other than the information which we have indicated as necessary to facilitate any commercial transaction. If the personal data provided by you is incomplete, we will not be able to process your personal data for the purposes outlined in this Privacy Policy and may not be able to offer the Services and/or to fulfil your request (if applicable).

## 10 **STORAGE AND RETENTION OF PERSONAL DATA**

10.1 Your personal data may be stored either:

10.1.1 in hard copies in our offices or our Affiliates' offices;

10.1.2 in soft copies stored in servers located in Malaysia; or

10.1.3 other information technology storage facilities and servers situated in other countries outside Malaysia as some of our digital storage facilities, servers, and service providers may be located in such other places.

10.2 In the event that your personal data is transferred out of Malaysia to Selected Third Parties in a jurisdiction other than Malaysia, please note that these Selected Third Parties may be established in countries that might not offer the same level of data protection offered in Malaysia. You hereby expressly consent to and authorise us to transfer your personal data outside of Malaysia for the purposes stated in **Clause 5.1**.

10.3 We will only retain your personal data for so long thereafter as is necessary for us to fulfil the purposes as set out in this Privacy Policy.

10.4 When we have no ongoing legitimate business need to process your personal data, we will either delete or anonymise it or, if this is not possible (for example, because your personal data has been stored in backup archives), then we will securely store your personal data and isolate it from any further processing until deletion is possible.

10.5 Notwithstanding the above, we may need to retain your personal data for a longer period if it is necessary for us to:

10.5.1 comply with our legal obligations;

10.5.2 to respond to any disputes, claims or complaints made related to you; and/or

10.5.3 to enforce and execute our legal agreements and policies.

## 11 **YOUR RIGHTS**

11.1 You have various rights in law in respect of your personal data retained by us. Your rights are set out as follows:



- 11.1.1 accessing your personal data (subject to payment of the relevant processing fee, if applicable);
  - 11.1.2 requesting rectification or erasure of your personal data or to keep your personal data up-to-date (provided that you have complied with your obligation in **Clause 9.2.3** above);
  - 11.1.3 requesting restrictions on the processing of your personal data; and
  - 11.1.4 objecting to us processing your personal data.
- 11.2 Pursuant to your right to access your personal data in **Clause 11.1.1** above:
- 11.2.1 you also have the right to receive a copy of your personal data in an electronic format. However, this right is limited to personal data that you have provided to us and is processed based on your consent. It does not cover personal data that we may have received on other grounds or from other sources; and
  - 11.2.2 we may withhold your request to access your personal data in certain circumstances, including but not limited to (a) when we are unable to confirm your identity; (b) where such personal data requested is of a confidential nature; or (c) when we receive repeated requests for the same data. In any event, we will promptly notify you of the reason(s) for not being able to accede to your request.
- 11.3 Subject to your requests pursuant to **Clauses 11.1.2, 11.1.3, and/or 11.1.4** above, we reserve all our rights to reject any or all your requests or require further documentary evidence for reasons permitted by the applicable Laws.

## **12 COOKIES**

- 12.1 We may use cookies, advertising identifiers, web beacons, tags, scripts, local shared objects such as HTML5 and Flash or Flash cookies including other similar technology ("**Cookies**") on our Website for the purpose of recognising your device upon your access to the Website which we may deliver tailored information to you that matches your account, interests and preferences.
- 12.2 The Cookies have unique identifiers which may be stored on the Website, on the device you use to access the Website, and/or in emails we send to you. The Cookies may transmit information about you and your use of the Services and/or the Website, including but not limited to the period of usage, your search preference, browse type, IP address, and/or data relating to advertisements displayed and clicked in by you.
- 12.3 Without contrary to any other provisions under this Privacy Policy, third parties may use the Cookies on the Website to collect the same type of information for the same purpose as specified in **Clause 12.1** above. The third parties may associate the information about you obtained from the Website or from any other resources for their other purposes, in which we do not have any responsibility, access nor control in regard to the usage of such information.
- 12.4 We may share non-personally identifiable information from or about you with the third parties, including but not limited to location data, advertising identifiers, or a cryptographic hash of a common account identifier (such as email address) to facilitate the display of targeted advertising.
- 12.5 In any event, you may disable, block or deactivate Cookies at any time by adjusting your Internet browser setting to disable such Cookies. You may also limit our sharing of your information through mobile settings.

## **13 THIRD-PARTY WEBSITES**

- 13.1 Our Website may contain links or advertisement to third-party websites. These third-party websites are not related to, associated with us or under our control. Therefore, we are not responsible or liable for their privacy policy in regard to any collection, usage, maintenance

and/or sharing of personal data of such third-party websites. We reserve the right to disable any links to any third-party websites in our sole discretion.

#### **14 MINOR'S PRIVACY**

- 14.1 Our Services do not address anyone below the age of eighteen (18) ("**Minor**").
- 14.2 We do not and will not knowingly collect personal data from any Minor. If you are a parent or guardian and you are aware that your Minor has provided us with any personal data, please contact us immediately. If we become aware that we have collected personal data from any Minor without verification of parental consent, we will take necessary steps to remove all information relating to such Minor from our storage facilities and servers.

#### **15 REVISIONS TO THIS PRIVACY POLICY**

- 15.1 We may, from time to time, modify, update or amend the terms of this Privacy Policy to reflect changes in Laws, our group of companies, the Website and/or Services, our data collection use and practices. We will post the updated Privacy Policy on our Website which shall be effective immediately upon being posted on the Website.
- 15.2 Our use of the personal data we collect is subject to the Privacy Policy in effect at the time such personal data is used. Please take note to periodically review this Privacy Policy and carefully review any changes made to this Privacy Policy.

#### **16 HOW TO CONTACT US**

- 16.1 If there are any changes to your personal data, and/or if you have any question in respect of the disclosure or the use of your personal data, and/or you would like to exercise any of your rights as set out in this Privacy Policy, you may contact us at:

Address : Suite 1, Lot 11-05, Level 11, Menara Hap Seng 2, Letter Box No.2, Plaza Hap Seng, No.1, Jalan P. Ramlee, 50250, Kuala Lumpur, Malaysia  
Telephone number : +60-3-2022-1620  
Email address : pdpa@jami-my.com  
For the attention of : Compliance officer

- 16.2 In the event of any inconsistency between the English version and the Bahasa Malaysia version of this Privacy Policy, the English version shall prevail over the Bahasa Malaysia version.

*Last Update: 22 December 2021*